

SEARCH OF TORRENS TITLE

VOLUME 50198	FOLIO 4
EDITION 4	DATE OF ISSUE 30-Aug-2017

SEARCH DATE : 26-Jul-2018

SEARCH TIME : 12.22 PM

DESCRIPTION OF LAND

Parish of FORDINGTON, Land District of DORSET
 Lot 4 on Sealed Plan 50198
 Derivation : Part of Lot 320 Granted to W. Hill
 Prior CT 4822/79

SCHEDULE 1

M647864 TRANSFER to JONATHAN DAVID WHITE and JENNIFER ANN VAN TIENEN Registered 30-Aug-2017 at 12.01 PM

SCHEDULE 2

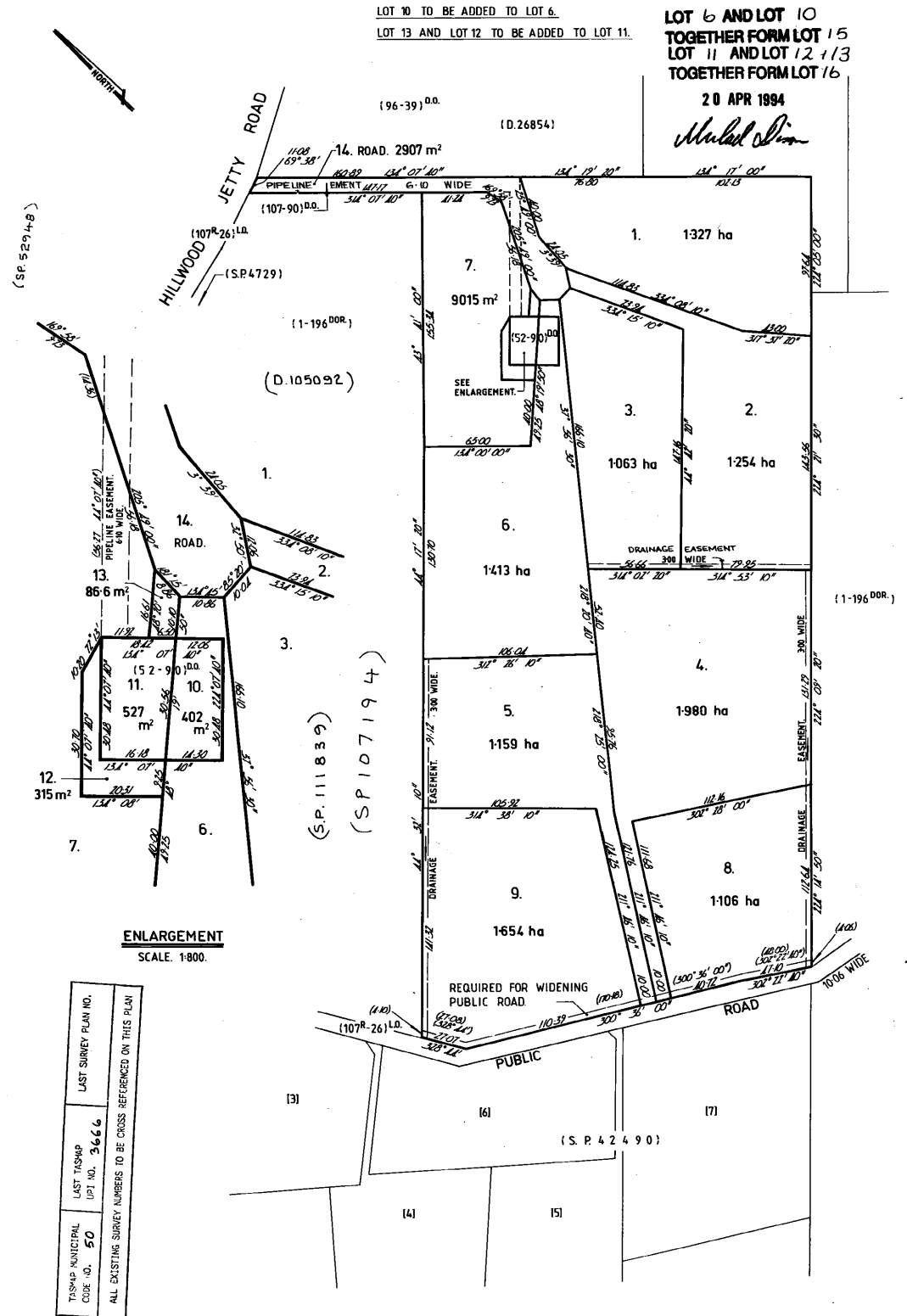
Reservations and conditions in the Crown Grant if any
 SP 50198 EASEMENTS in Schedule of Easements
 SP 50198 COVENANTS in Schedule of Easements
 SP 50198 FENCING COVENANT in Schedule of Easements
 E105348 MORTGAGE to MyState Bank Limited Registered
 30-Aug-2017 at 12.02 PM

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

2579/97

<p>Owner: <i>The Warden, Councillors and Electors of the Municipality of George Town, Norman William Barnatt and Francis Evelyn Barnatt.</i></p>	<p>PLAN OF SURVEY by Surveyor D. J. MCKILLOCH - G. J. WALKEM & CO. P/L of land situated in the LAUNCESTON</p>	<p>Registered Number: SP50198</p>
<p>Title Reference: <i>Conv. No. 30-170 Conv. No. 51-257B.</i></p>	<p>LAND DISTRICT OF DORSET PARISH OF FORDINGTON</p>	<p>Approved Effective from: 23 OCT 1997</p>
<p>Grantee: <i>Part of Lot 320, 500 Acres, Gtd. to William Hill.</i></p>	<p>SCALE 1: 2000 MEASUREMENTS IN METRES</p>	<p><i>Michael Dinn</i> Recorder of Titles</p>





SCHEDULE OF EASEMENTS

PLAN NO.

SP50198

NOTE:—The Town Clerk or Council Clerk must sign the certificate on the back page for the purpose of identification.

The Schedule must be signed by the owners and mortgagees of the land affected. Signatures should be attested.

EASEMENTS AND PROFITS

Each lot on the plan is together with:—

- (1) such rights of drainage over the drainage easements shewn on the plan (if any) as may be necessary to drain the stormwater and other surplus water from such lot; and
- (2) any easements or profits à prendre described hereunder.

Each lot on the plan is subject to:—

- (1) such rights of drainage over the drainage easements shewn on the plan (if any) as passing through such lot as may be necessary to drain the stormwater and other surplus water from any other lot on the plan; and
- (2) any easements or profits à prendre described hereunder.

The direction of the flow of water through the drainage easements shewn on the plan is indicated by arrows.

EASEMENTS

Each Lot in Column A is:-

- (1) **TOGETHER** with a right of drainage over the "Drainage Easement 3.00 Wide" shown on the Plan passing through the Lots specified opposite thereto in Column B; and
- (2) **SUBJECT** to the right of drainage over the "Drainage Easement 3.00 Wide" shown on the Plan passing through that Lot as appurtenant to the Lots specified opposite thereto in Column C

<u>Column A</u>	<u>Column B</u>	<u>Column C</u>
2	4 & 8	3 & 6
3	2, 4 & 8	6
4	8	2, 3 & 6
5	9	6
6	2, 3, 4 & 8 5 & 9	Nil
8	Nil	2, 3, 4 & 6
9	Nil	5 & 6

Lot 7 & 14 on the Plan is also subject to the following easement which is appurtenant to Lots 11, 12 & 13 on the plan over the "Pipeline Easement 6.10 Wide" shown on the Plan namely the full and free right and liberty to lay pipes of any size in under on top of or over the land in the said Pipeline Easement for the purpose of carrying water to and from Lots 11, 12 & 13 without doing unnecessary damage to the soil and the right of the owner of the said Lots its surveyors and workmen from time to time over and at all times hereafter if it or they should think fit to enter into or upon the land and to inspect repair cleanse or amend any such pipes without doing unnecessary damage and to repair any damage done to the surface thereof and to restore the surface as nearly as may be to its former state.

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FENCING COVENANT

The owner (hereinafter called "the Covenantor") of each of Lots 1 to 9 on the Plan covenants with Norman William Barnett and Frances Evelyn Barnett (hereinafter called "the Vendors") and also with the Warden Councillors and Electors of the Municipality of George Town (hereinafter called "the Council") that the Vendors and the Council shall not be required to fence.

RESTRICTIVE COVENANTS

The Covenantor covenants with the Vendor and the owner or owners for the time being of every other Lot shown on the Plan other than Lots 11, 12 and 13 to the intent that the burden of the following covenants shall run with and bind the Covenantor's Lot and every part thereof and to the intent that the benefit thereof shall be annexed to and devolve with each and every part of every other Lot other than Lots 11, 12 and 13 shown on the Plan to observe the following covenants:-

1. TYPE OF BUILDINGS

- (a) That not more than one private dwelling house, together with such garage or garages, and other outbuildings usually appertenant to, and normally used in connection with a dwelling house or in connection with light farming operations, shall be erected or constructed upon such Lot.
- (b) That no building consisting of residential units or flats shall be constructed on such Lot.

2. MATERIALS FOR CONSTRUCTION OF DWELLING OR BUILDINGS

That no dwelling house or garage or garages or other outbuildings as aforesaid shall be constructed on such Lot which:-


- (a) Has its outer walls made of brick cladding or concrete walls or of bricks or blocks in which any brick or block has a cubic content in excess of 3000 cubic centimetres.
- (b) Is a reconstruction or re-erection of any building which has been pulled down or demolished.
- (c) Is a relocation of a previously erected building.
- (d) Has its exterior walls or roof clad with previously used or second hand materials; or
- (e) Has its roof clad with uncoloured corrugated or plain galvanised iron or fibro cement sheeting.

3. GENERAL RESTRICTIONS

- (a) That no earth clay stone gravel sand or any other material shall be excavated or removed from such Lot except such as may be necessary for the purpose of levelling or filling such Lot for the construction or erection of any dwelling garage or other outbuilding permitted on such Lot.
- (b)
 - (i) That no trade or business of any nature shall be carried on upon or from such Lot or in any building constructed thereon;
 - (ii) The provisions of paragraph (i) of this sub-clause shall not apply to the carrying on of small-scaled rural activities or light farming suitable to the size of the Lot.
- (c) That no trade or business which may be or become a public nuisance or a private annoyance and no noxious trade or business whatsoever shall be carried on or permitted or suffered to be carried on upon such Lot provided always that nothing in this paragraph shall operate to prohibit the carrying on of light farming operations.

- (d) That no advertisements, hoardings, bills, posters or other devices for the use of advertisements shall be affixed displayed erected constructed or placed on such Lot or on any building or structure on such Lot without the written consent of the Vendor.
- (e) That no greyhounds or pigs shall be brought onto, kept, maintained or bred on such Lot.
- (f) (i) That no engine machinery plant or equipment worked or driven by steam, gas, diesel, electricity, or other power (mechanical or otherwise) shall be erected, affixed, placed, brought onto or operated or worked on such Lot provided always that nothing in this paragraph shall operate to prohibit the use of such plant and equipment as may be normally used in connection with dwelling-houses or light farming operations;
 (ii) The provisions of the preceding paragraph shall not operate to prohibit the use on such Lot of such plant machinery and equipment as may be required to construct any dwelling house, garage or other outbuilding aforesaid provided that the same shall be removed forthwith upon completion of the dwelling-house garage or other outbuildings.
- (g) Not to keep or allow to be kept on such Lot or any part thereof any animals or poultry for commercial purposes except those activities normally associated with hobby farming.
- (h) Not to keep or allow to be kept at any time on such Lot any more than two dogs.

SIGNED by the said NORMAN WILLIAM)
BARNETT and FRANCES EVELYN BARNETT)
 as the beneficial owners of the land)
 comprised in Conveyance registered)
 number 57/7578 in the presence of:-)



Frances E. Barnett

F. H. Rose
 Justice of the Peace
 St. Helens
 (Signature)

THE COMMON SEAL of THE WARDEN)
COUNCILLORS AND ELECTORS OF THE)
MUNICIPALITY OF GEORGE TOWN)
GEORGE TOWN)
MUNICIPALITY OF ~~GEORGE TOWN~~ the beneficial)
 owner of the land comprised in)
 Conveyance registered number 30/70 was)
 hereunto affixed in the presence of:-)



(Signature)

 (Signature)

 (Signature)

0121M/RL/KH 21 90 7489

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This is the schedule of easements attached to the plan of *The Warden, Councillors and Electors of*
(Insert Subdivider's Full Name) *Frances Evelyn Barnett*
the Municipality of George Town, Norman William Barnett and affecting land in

COOK. NO. 30-170 and COOK. NO. 57-7578
(Insert Title Reference)

Sealed by *Municipality of George Town* on *4*th June 19*91*

Solicitor's Reference *[Signature]*
Council Clerk/Town Clerk

OSK 3134