

AGENDA ITEM 7.1 (A) ATTACHMENT

SEARCH OF TORRENS TITLE

VOLUME 139713	FOLIO 43
EDITION 5	DATE OF ISSUE 02-Jul-2009

SEARCH DATE : 04-May-2021

SEARCH TIME : 10.16 AM

DESCRIPTION OF LAND

Parish of LEWISHAM Land District of DORSET
 Lot 43 on Sealed Plan 139713
 Derivation : Part of Lot 18708 Gtd. to F.J.Walden
 Prior CT 129615/1

SCHEDULE 1

C769011 TRANSFER to EMILY LAUNA DOBSON and CASEY PETER
 MAINSBRIDGE Registered 26-Feb-2007 at 12.01 PM

SCHEDULE 2

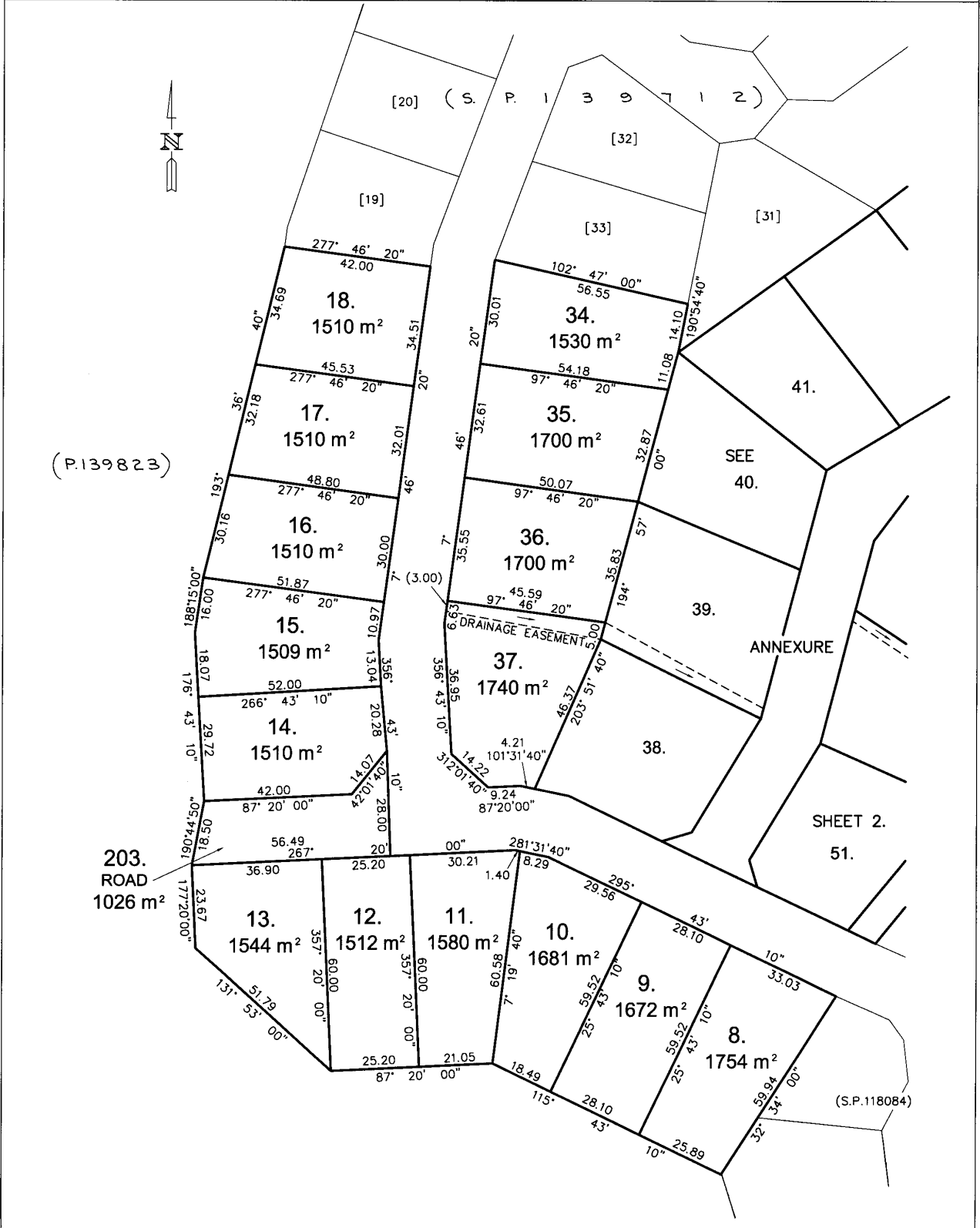
Reservations and conditions in the Crown Grant if any
 SP 139713 EASEMENTS in Schedule of Easements
 SP 139713 COVENANTS in Schedule of Easements
 SP 139713 FENCING COVENANT in Schedule of Easements
 C769012 MORTGAGE to Australia and New Zealand Banking Group
 Limited Registered 26-Feb-2007 at 12.02 PM
 C921934 MORTGAGE to Australia and New Zealand Banking Group
 Limited Registered 02-Jul-2009 at 12.02 PM

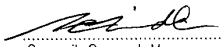
UNREGISTERED DEALINGS AND NOTATIONS

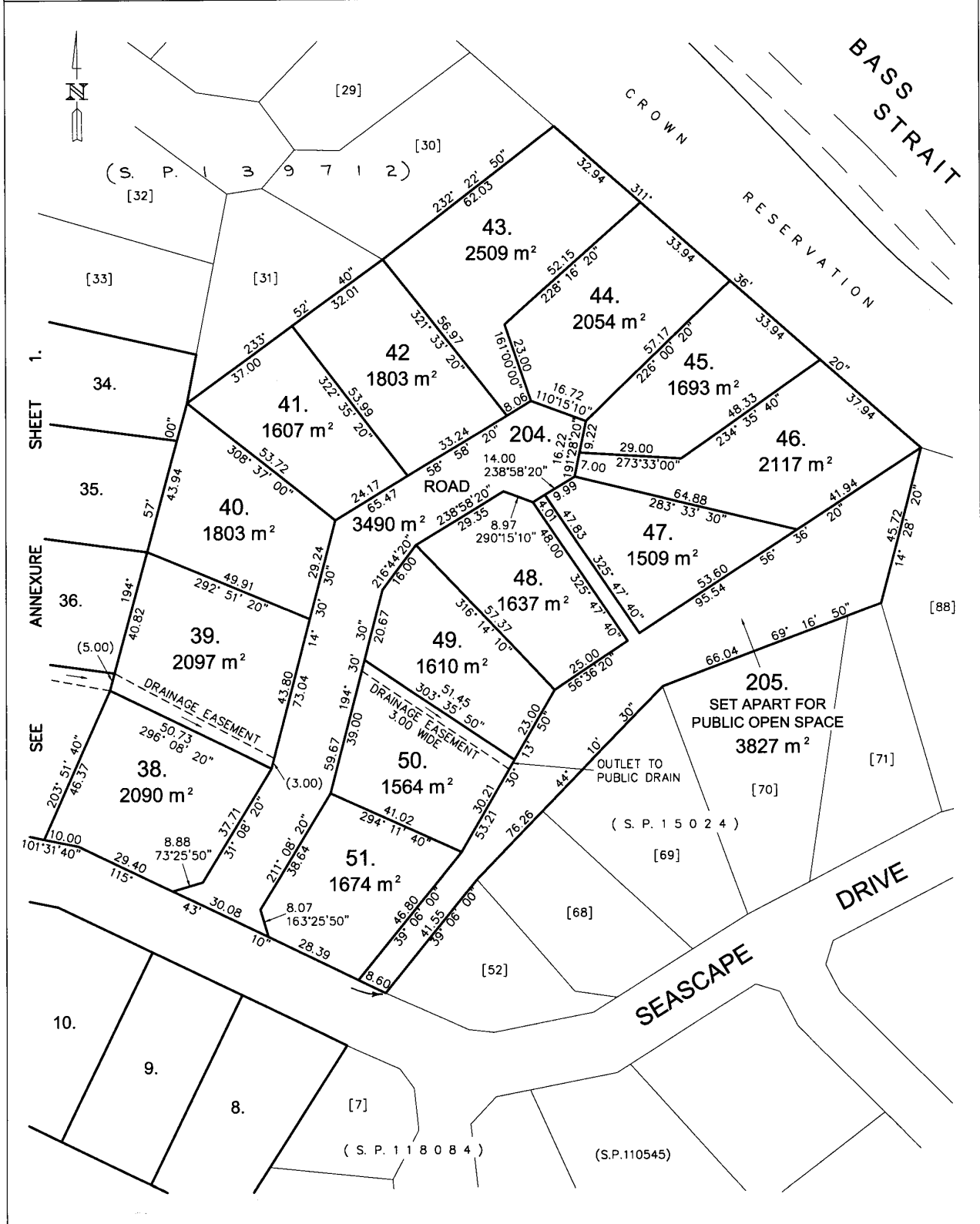
No unregistered dealings or other notations

PLAN OF SURVEY ANNEXURE SHEET SHEET 1 OF 2 SHEETS	OWNER STUART & McLAUCHLAN PTY. LTD.	Registered Number
	FOLIO REFERENCE	SP139713
	SCALE 1:1000 LENGTHS IN METRES	

SIGNED FOR IDENTIFICATION PURPOSES  Council General Manager	THIS ANNEXURE SHEET FORMS PART OF THE ATTACHED INDEX PLAN. THE SURVEYORS CERTIFICATE EXTENDS TO THE DETAILS ON THIS SHEET Registered Surveyor date
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<p>PLAN OF SURVEY ANNEXURE SHEET SHEET 2 OF 2 SHEETS</p>	OWNER STUART & McLAUCHLAN PTY. LTD.	Registered Number SP139713
	FOLIO REFERENCE	
SIGNED FOR IDENTIFICATION PURPOSES  Council General Manager	SCALE 1:1000 LENGTHS IN METRES	
	THIS ANNEXURE SHEET FORMS PART OF THE ATTACHED INDEX PLAN. THE SURVEYORS CERTIFICATE EXTENDS TO THE DETAILS ON THIS SHEET	
	Registered Surveyor	date



SCHEDULE OF EASEMENTS	Registered Number
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	SP 139713

PAGE 1 OF 1 PAGE/S

EASEMENTS AND PROFITS

Each lot on the plan is together with:-

- (1) such rights of drainage over the drainage easements shown 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 a prendre described hereunder.

Each lot on the plan is subject to:-

- (1) such rights of drainage over the drainage easements shown 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 a prendre described hereunder.

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

LOT 37 as shown on the Plan is subject to a Right of Drainage over the Drainage Easement as shown on the Plan for the benefit of Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 34, 35, 36, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50 and 51 and the George Town Council.

LOT 39 as shown on the Plan is subject to a Right of Drainage over the Drainage Easement as shown on the Plan for the benefit of Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 34, 35, 36, 37, 38, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50 and 51 and the George Town Council.

LOT 50 as shown on the Plan is subject to a Right of Drainage over the Drainage Easement as shown on the Plan for the benefit of Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 and 51 and the George Town Council.

Covenants

The Owner of each Lot on the Plan covenants **FIRSTLY** with the Vendor Stuart & McLauchlan Pty Ltd that the Vendor shall not be required to fence **AND SECONDLY** that the Owner of each Lot on the Plan covenants with the Vendor and the Owners for the time being of every other Lot on the Plan to the intent that the burden of each covenant may run with and bind the covenantor's Lot and every part thereof and that

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: Stuart & McLauchlan Pty Ltd FOLIO REF: Volume 129615 Folio 1 SOLICITOR & REFERENCE: Ritchie & Parker Alfred Green & Co Tim Whyte	PLAN SEALED BY: George Town Council DATE: <u>10th JULY 2003</u> <u>JO 90/99</u> REF NO. <u>[Signature]</u> Council Delegate
<p>NOTE: The Council Delegate must sign the Certificate for the purposes of identification.</p>	

<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 2 OF 3 PAGES</p>	<p>Registered Number</p> <p>SP 139713</p>
<p>SUBDIVIDER: Stuart & McLauchlan Pty Ltd FOLIO REFERENCE: Volume 129615 Folio 1</p>	

the benefit thereof may be annexed to and devolve with each and every part of each Lot on the Plan to observe the following stipulations:-

1. That no part of any building erected on any of the Lots is to be higher than 5.5 metres from the highest point of the natural surface of the land.
2. That no dwelling house or building shall be constructed on any of the Lots which:-
 - (a) is a construction or re-erection of any building which has been pulled down or demolished;
 - (b) is a re-location of a previously erected building;
 - (c) has its exterior walls or roof clad with previously used or second hand materials;
 - (d) has its exterior walls or roof clad with uncoloured galvanised iron or tin;
 - (e) does not maintain and enhance the coastal landscape character of the area as expressed in dominant colours and textures found in the surrounding environment;
 - (f) has not been sighted and designed to have minimal impact on existing vegetation and where possible disturbance to natural vegetation should be reduced by grouping structures and by providing common access points. Vegetation should be protected during construction to minimise unnecessary loss.
 - (g) does not have adequate management of disposal of storm water with appropriate retention capacity to avoid erosion and run off;
 - (h) does not have the provision of a soil management and construction plan for the rehabilitation of the site.
3. The Owner of each Lot on the Plan shall not remove or destroy any vegetation apart from lawn and paved areas on the Lot without the prior consent of the George Town Council.
4. The Owner of each Lot on the Plan shall not erect any boundary fence that exceeds 1.5 metres in height and shall not be made of steel, colourbond or similar material.
5. That any main building erected on any Lot shall not be used for any purpose other than residential.
6. That no more than one main dwelling shall be erected on any Lot.
7. That no building other than the main dwelling shall be erected on any Lot that shall have a gross floor area in excess of 70 square metres.

NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 3 OF 3 PAGES	Registered Number SP 139713
SUBDIVIDER: Stuart & McLauchlan Pty Ltd FOLIO REFERENCE: Volume 129615 Folio 1	

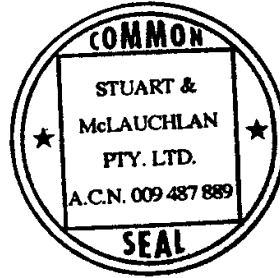
THE COMMON SEAL of Stuart

& McLauchlan Pty Ltd as

registered proprietor was hereto

affixed in the presence of:

K. McLauchlan
A. P. McLauchlan



Executed by the NATIONAL AUSTRALIA BANK
 LIMITED by its Attorney
 under Power of Attorney No. (who
 declares that he holds the office in the NATIONAL
 AUSTRALIA BANK LIMITED indicated under his
 signature and who declares that he has received no
 revocation of the said Power) in the presence

[Signature]

Executed by the NATIONAL AUSTRALIA BANK
 LIMITED by its Attorney **DAVID BRUCE MARTIN**
 under Power of Attorney No. **67/024** amended by (who
 declares that he holds the office in the NATIONAL
 AUSTRALIA BANK LIMITED indicated under his
 signature and who declares that he has received no
 revocation of the said Power) in the presence

[Signature]
 Bank officer - Launceston Tasmania.

NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.

PROPERTY ID: 2213624
MUNICIPALITY: GEORGE TOWN

PROPERTY ADDRESS: 11 NINTH ISLAND CRESCENT
 LULWORTH TAS 7252

PROPERTY NAME:

TITLE OWNER: 139713/43 : EMILY LAUNA DOBSON, CASEY PETER MAINSBRIDGE

INTERESTED PARTIES: EMILY LAUNA DOBSON, CASEY PETER MAINSBRIDGE

POSTAL ADDRESS: 30 FOREST RD
(Interested Parties) TREVALLYN TAS 7250

MAIN IMPROVEMENTS SUMMARY

Improvements: STUDIO & TENNIS COURT
Improvement Sizes (Top 3 by Size):
 Improvement: Area:
 TENNIS COURT 550.0 square metres
 STUDIO 65.0 square metres
 DECK

Number of Bedrooms: 1
Construction Year of Main Building: 2013
Roof Material: Colorbond
Wall Material: Vertical Board
Land Area: 0.2509 hectares

LAST SALES

Contract Date	Settlement Date	Sale Price
16/01/2007	19/02/2007	\$162,000
08/04/2003	08/10/2003	\$80,000

LAST VALUATIONS

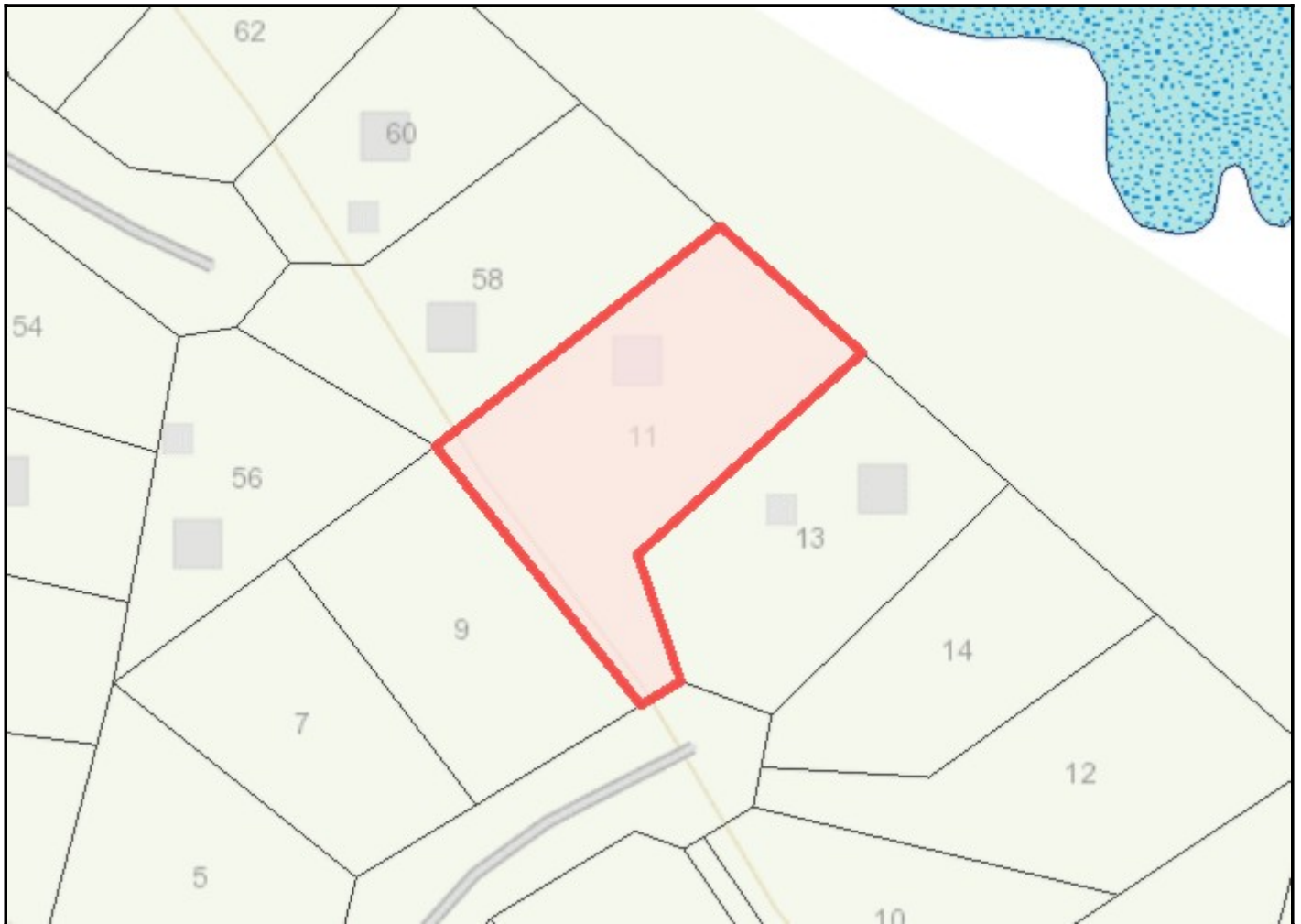
Date Inspected	Levels At	Land	Capital	A.A.V.	Reason
12/02/2019	01/07/2018	\$225,000	\$405,000	\$16,200	FRESH VALUATION
29/05/2014	01/07/2012	\$190,000	\$325,000	\$13,000	NEW STUDIO AND TENNIS COURT

No information obtained from the LIST may be used for direct marketing purposes.

Much of this data is derived from the Valuation Rolls maintained by the Valuer-General under the provisions of the Valuation of Land Act 2001. The values shown on this report are as at the Levels At date.

While all reasonable care has been taken in collecting and recording the information shown above, this Department assumes no liability resulting from any errors or omissions in this information or from its use in any way.

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Explanation of Terms

Property ID - A unique number used for Valuation purposes.

Date Inspected - The date the property was inspected for the valuation.

Levels At - Levels At - or Levels of Valuation Date means the date at which values of properties are determined for all valuations in a Municipal Area.

Land Value - Land Value is the value of the property including drainage, excavation, filling, reclamation, clearing and any other invisible improvements made to the land. It excludes all visible improvements such as buildings, structures, fixtures, roads, standings, dams, channels, artificially established trees and pastures and other like improvements.

Capital Value - Capital Value is the total value of the property (including the land value), excluding plant and machinery.

AAV - Assessed Annual Value. AAV is the gross annual rental value of the property excluding GST, municipal rates, land tax and fixed water and sewerage, but cannot be less than 4% of the capital value.

Interested Parties - This is a list of persons who have been recorded by the Valuer-General as having interest in the property (ie owner or Government agency).

Postal Address - This is the last advised postal address for the interested parties.

Multiple Tenancies - Properties that have multiple tenants are assessed for separate AAV's. e.g. a house and flat.