

**REGISTER SEARCH STATEMENT (Title Search) Transfer of
Land Act 1958**

VOLUME 09582 FOLIO 183

Security no : 124080559550A
Produced 03/12/2019 04:49 PM

LAND DESCRIPTION

Lot 1 on Title Plan 709821T (formerly known as part of Portion 30 Parish of Carisbrook).

PARENT TITLE Volume 08695 Folio 157
Created by instrument L006651K 26/04/1984

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MARJORY EVA BEAUMONT of 35 GREEN ST CARISBROOK
R965126H 16/06/1992

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT as to part J456586

CAVEAT AG017547J 08/08/2008
Caveator
HANSON LANDFILL SERVICES PTY LTD
Grounds of Claim
CHARGE CONTAINED IN AN AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S)
Date
11/06/2008
Estate or Interest
INTEREST AS CHARGE
Prohibition
ABSOLUTELY
Lodged by
CORNWALL STODART
Notices to
CORNWALL STODART of LEVEL 10 114 WILLIAM STREET MELBOURNE VIC 3000

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP709821T FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 3485 PYRENEES HIGHWAY CARISBROOK VIC 3464



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**REGISTER SEARCH STATEMENT (Title Search) Transfer of
Land Act 1958**

Page 2 of 2

DOCUMENT END



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Document Type	Instrument
Document Identification	R965126H
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Lodged at the Titles Office by

BYRNE, JONES & TORNEY MC:AD

Code 0570E

VICTORIA

MADE AVAILABLE TO ISSUE TO Westpac Banking Corp

APPLICATION BY SURVIVING PROPRIETOR
Section 50 *Transfer of Land Act 1958*

The applicant applies to be registered as the proprietor of the estate or interest held jointly with the deceased in the land described. (Notes 1-3)

Land (Title mortgage charge or lease affected) (Note 4)

Certificate of Title Volume 9582 Folio 183

Applicant (Note 5)

MARJORY EVA BEAUMONT (formerly MARJORY EVA McQUEEN) *of 35 Green Street Corisbrook*

Deceased (Note 6)

RICHARD JAMES McQUEEN

Dated the 7th day of February 1992

Execution by Applicant (Note 7)

SIGNED by the Applicant)
in the presence of:-)

M. E. Beaumont

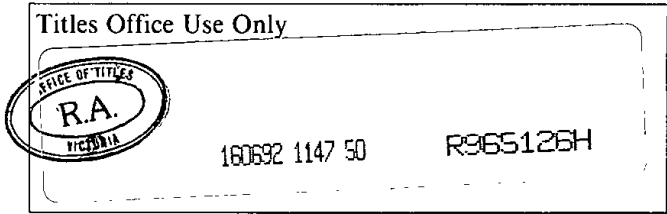
[Handwritten signature]

ORDER TO REGISTER

To the Registrar of Titles,

Please register this dealing and upon completion return Certificate of Title Volume 9582 Folio 183 to Westpac Banking Corporation.

..... For and on behalf of Westpac Banking Corporation
Peter Bernard Colliver
Acting Manager.



ASP

Office Use Only



Rm 16/7/92

Approval No. ASP/4

NOTES

1. This application may be lodged as an original only and must be typed or completed in ink.
2. All signatures must be in ink.
3. If there is insufficient space in any panel to accommodate the required information use an annexure sheet (Form A1). Insert only the words "See Annexure A" (or as the case may be) in the appropriate panel and enter the information on the annexure sheet under the appropriate heading.
Multiple annexures may appear on the same annexure sheet but each must be correctly headed.
All annexure sheets should be properly identified and signed by the parties and securely attached to the instrument.
4. The reference numbers of all Crown grants, certificates of title, mortgages, charges or leases the subject of this application must be set out.
5. Insert full name and address.
6. Insert full name. Proof of the death of the deceased joint proprietor must be lodged. This may be satisfied by production of Probate or Letters of Administration if the applicant is the executor or administrator or by statutory declaration. The form of declaration printed below may be filled out but sufficient means of knowledge must be given both as to the death and as to the identity of the deceased with one of the joint registered proprietors.
8. The application must be signed by the applicant. The execution by the applicant need not be witnessed. If applicant is a body corporate execution should conform to any prescribed formalities relating to the affixing of the common seal.

STATUTORY DECLARATION

I MARJORY EVA BEAUMONT (formerly Marjory Eva McQueen)

of 35 Green Street Carisbrook

do solemnly and sincerely declare—

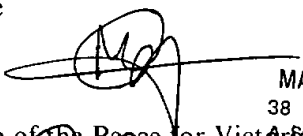
1. That the deceased referred to in this application died on
7th day of August 1991
2. That the deceased was one of the joint registered proprietors of the land the subject of this application.
3. That my means of knowledge for the above statements are—

I was married to the deceased at the time of his death and I was in attendance at his funeral.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act of the Parliament of Victoria rendering persons making a false declaration punishable for wilful and corrupt perjury.

Declared at WENDOJEE in the State of Victoria, the day of FEBRUARY 1992 before me

M E Beaumont



MARTIN JOHN HARKES CRAIG
38 LYDIARD ST. STH., BALLARAT
SOLICITOR HOLDING A CURRENT
PRACTISING CERTIFICATE UNDER THE
LEGAL PROFESSION PRACTICE ACT

A Justice of the Peace for Victoria
(or as the case may be)



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Document Identification	AG017547J
Number of Pages (excluding this cover sheet)	1
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CAVEAT

Section 89 Transfer of Land Act 1958

Lodged by:

Name: CORNWALL STODART

Phone: 9608 2000

Address: Level 10, 114 William Street
Melbourne

Ref: MJF:1000613

Customer Code: 0676 M



I	AG017547J
Tr	
co	08/08/2008 \$65.90 89
an	
m	
re	
Victorian Land Registry.	

The caveator claims the estate or interest specified in the land described on the grounds set out and forbids the registration of any person as proprietor of and of any instrument affecting the estate or interest to the extent specified.

Land: *(title, mortgage, charge or lease)*

Volume 9582 Folio 183

Caveator: *(full name and address)*

HANSON LANDFILL SERVICES PTY LTD ACN 006 299 832

Estate or Interest claimed:

an interest as chargee

Grounds of claim:

Chargee pursuant to a charge in a Licence Agreement dated 11 June 2008 between the caveator as Licensee and Marjory Eva Beaumont the registered proprietor of the Land as Licensor.

Extent of prohibition: *(if not ABSOLUTELY delete and insert desired text)*

Absolutely

Address in Victoria for service of notice: *(include postcode)*

Cornwall Stodart of Level 10, 114 William Street, Melbourne 3000

Dated: 7 August 2008

Signature of caveator

or

Signature of agent being an Australian Legal Practitioner (within the meaning of the *Legal Profession Act 2004*)

or

Signature of agent

MELISSA JANE FALCONE
114 William Street, Melbourne
an Australian Legal Practitioner
(within the meaning of the
Legal Profession Act 2004).

Approval No: 8520710A

STAMP DUTY USE ONLY

C



* Law Perfect Pty Ltd



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	TP709821T
Number of Pages (excluding this cover sheet)	1
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TITLE PLAN		EDITION 1	TP 709821T
------------	--	-----------	------------

<p>Location of Land</p> <p>Parish: CARISBROOK Township: Section: Crown Allotment: Crown Portion: 30 (PT)</p> <p>Last Plan Reference: Derived From: VOL 9582 FOL 183 Depth Limitation: NIL</p>	<p style="text-align: center;">Notations</p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
--	--

Description of Land / Easement Information

ENCUMBRANCES REFERRED TO

As to the land shown marked E-1 and E-2 -- =

THE EASEMENT to State Electricity Commission of Victoria created by Instrument 1669788- -

As to the land shown marked E-3- - - - -

THE EASEMENT to State Electricity Commission of Victoria created by Instrument 2105304- -

As to the land shown marked E-4 and the said land shown marked E-2- - - - -

THE EASEMENT to Gas and Fuel Corporation of Victoria created by Instrument J456586- - -

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT

COMPILED: 05-12-2000
 VERIFIED: AD

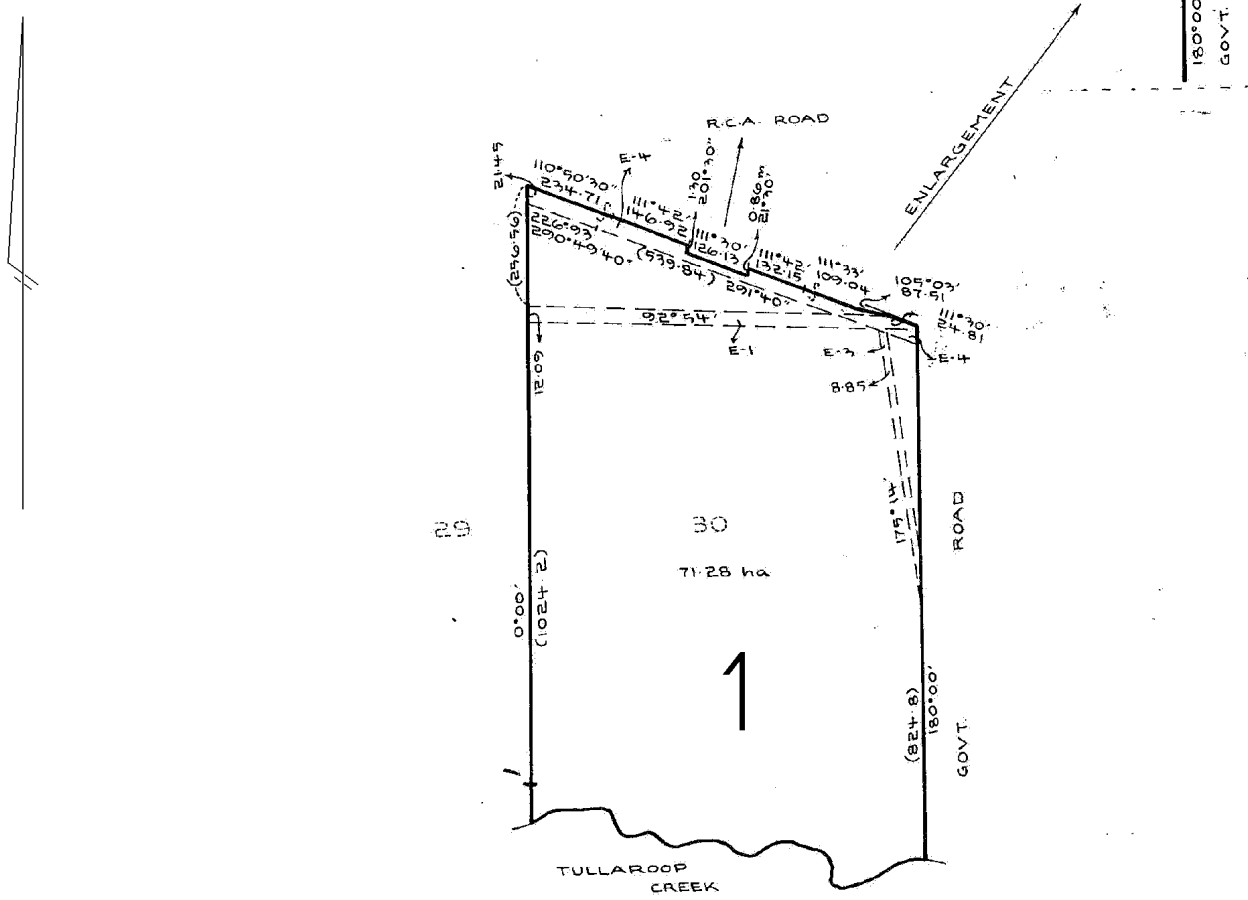
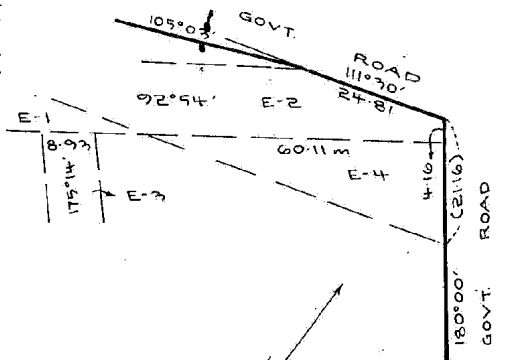


TABLE OF PARCEL IDENTIFIERS	
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962	
PARCEL 1 = CP 30 (PT)	



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4456586

J456586 c/t + mpa
MADE AVAILABLE TO ISSUE TO

*** 31-00G RT T
\$31

09-40 584308 MAY12-81

TO ISSUE TO *Rh J N.S.W*

GAS AND FUEL CORPORATION OF VICTORIA
T + mpa m/r.

REGD

CREATION OF EASEMENT

No. ET T67-7-59



MADE AVAILABLE TO ISSUE TO

STAMP DUTY VICTORIA
3TRANS+40428 S.D.V. \$ 30APR81
RECEIPT# 197 11A \$VVVVVVVV5.00

2

RICHARD JAMES McQUEEN, Farmer and MARJORY EVA McQUEEN, Married Woman
both of Daylesford Road, Trentham
(hereinafter called "the Grantor") being registered as the proprietor of an estate in fee simple in the land secondly hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of four hundred dollars (\$400.00)

paid to me DO HEREBY TRANSFER and GRANT unto GAS AND FUEL CORPORATION OF VICTORIA of 171 Flinders Street Melbourne and its successors and transferees in fee simple the registered proprietor or proprietors for the time being of ALL THAT piece of land being the whole of the land described in Certificate of Title Volume 5219 Folio 723 (hereinafter called "the Grantee") at all times hereafter the full and free liberty and right, as appurtenant to the lands comprised in the said Certificate of Title (which land is hereinafter referred to as the "dominant tenement"), on over under and through ALL THAT piece of land delineated and coloured red on the plan marked *A B W*, annexed hereto (hereinafter referred to as the "servient tenement") being part of C.P. 30 Parish of Carisbrook and being part of the land described in Certificate of Title Volume 8695 Folio 157

*AD IN L 6651 K
17-10-84*

to lay down, construct, change the size and number of, operate, maintain, inspect, patrol (including aerial patrol), alter, remove, replace, reconstruct and/or repair one or more pipelines designed to convey or conveying liquid or gaseous hydrocarbons, natural and artificial gas and any products or by-products thereof and any other substance which may be transported by pipeline together with all the works of the Grantee useful in connection with or incidental to its undertaking including but without limiting the generality of the foregoing all such communication and power systems (including pole lines), drips, valves, valve chambers, manholes, inspection pits, fittings, meters, connections and all other equipment and appurtenances whether or not similar to the foregoing as may be useful or convenient in connection therewith or incidental thereto (hereinafter called "the Grantee's appliances") and together with the right for the Grantee and its surveyors, engineers, servants, agents, licensees, contractors, sub-contractors and others authorised by them (hereinafter called "the Grantee's associates")

- (1) to enter upon and remain pass and repass on and over the servient tenement for all or any of the purposes aforesaid and with or without vehicles, plant and equipment of any description;
- (2) to clear the servient tenement and remove any obstructions therefrom and cut and remove timber, trees, undergrowth, crops and fences and construct and maintain gates in boundary fences abutting and in other fences crossing the servient tenement and the other adjacent land of the Grantor as the Grantee shall consider necessary or desirable.

And the Grantor for himself his heirs executors administrators and assigns registered proprietor or proprietors of the servient tenement and every part thereof Hereby Covenants with the Grantee to the extent that the burden of this covenant may run with and bind the servient tenement and every part thereof and that the benefit thereof may be annexed to and run with the dominant tenement that the Grantor shall not without the prior written consent of the Grantee cultivate dig or excavate or permit to be cultivated dug or excavated any part of the surface of the servient tenement to a depth greater than one foot or plant or permit to be planted any trees or shrubs on the servient tenement or excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the servient tenement or any part thereof any pit, well, foundation, pavement or other structure or installation or use or permit to be used on or under the servient tenement or any part thereof explosives of any type nor shall the Grantor alter or disturb or permit to be altered or disturbed (other than by the processes of nature) the present grades and contours of the servient tenement but otherwise the Grantor shall have the right fully to use and enjoy the servient tenement subject always to and so as not to interfere with the rights and privileges hereby granted and conferred upon the Grantee.

The Grantor and the Grantee hereby mutually covenant and agree one with the other of them as follows:—

- (a) The consideration hereinbefore mentioned is acknowledged by the Grantor to be in full satisfaction of all moneys payable for the granting of this easement in favour of the Grantee.
- (b) In the exercise of the rights hereby granted the Grantee shall do as little damage as possible and the Grantee shall if so required within two years from the exercise of such rights compensate the Grantor for damage done to the Grantor's crops, timber, pasture lands, livestock, improvements and other property on the servient tenement or any land of the Grantor adjacent thereto by reason of the exercise of the rights hereinbefore granted. In the event of any difference arising between the Grantor and the Grantee as to the amount of such compensation the same shall be determined in the manner provided in the Lands Compensation Act 1958. Any compensation paid by the Grantee to the Grantor shall include compensation for damage done to the crops, timber, pasture lands, live stock, improvements and other property on the servient tenement or any land of the Grantor adjacent thereto in which any tenant, sharefarmer or other person has any interest and the Grantor agrees to indemnify the Grantee against any claim by any such tenant, sharefarmer or other person for any damage done by the Grantee in the performance of its rights under this easement.
- (c) The Grantee shall as soon as weather and soil conditions permit and subject to the restrictions hereinbefore contained and insofar as it is practicable so to do bury to a minimum depth of thirty inches below the level of the immediately surrounding land and maintain all pipelines so as not to interfere unreasonably with the use of the servient tenement and restore the surface of the servient tenement to its condition prior to the exercise of the rights granted herein.

*c/z
V. 5219
F. 723
2/7/84
84 R 308
620
4/8/81*

9/9/81

- (d) Notwithstanding any rule of law or equity the pipes (which term shall include all pipelines and the Grantee's appliances) brought onto laid or erected upon or buried in or under the servient tenement by the Grantee shall at all times remain the property of the Grantee and its successors and assigns notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantee and its successors and assigns.
- (e) Unless otherwise agreed by the Grantor and the Grantee upon the discontinuance of the use of the servient tenement by the Grantee the Grantee may at its option leave the pipe or any part thereof and the Grantee's appliances in the ground but if the Grantee damages the property of the Grantor during the removal of the pipe or appliances then the Grantee will compensate the Grantor upon the terms and in the manner contained in Clause (b) hereof.
- (f) The Grantee performing and observing the covenants and conditions on its part to be observed and performed shall and may peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation or interference on the part of the Grantor or of any person firm or corporation claiming by through under or in trust for the Grantor.
- (g) All notices to be given hereunder may be given by prepaid registered or certified letter addressed to the Grantor by being forwarded to the registered proprietor for the time being at his latest address shown in the Register Book and to the Grantee at 171 Flinders Street Melbourne or such other address as the Grantor and Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee on the third day following that on which the same is posted. All notices to be given by the Grantee hereunder may be signed on behalf of the Grantee by its Secretary or Substitute Secretary for the time being.
- (h) Neither this instrument nor anything herein contained shall affect restrict limit or detract from or prejudice the rights power authority or immunity of the Grantee or the Grantee's associates under the Pipelines Act 1967 or any subsequent amendments thereto or under any consent granted pursuant to Section 9 (2) of the said Act or under any permit granted pursuant to Section 12 of the said Act or any written permission given pursuant to Section 22 (1) of the said Act or any other rights of the Grantee under the said Act or under the Gas and Fuel Corporation Act 1958 or any subsequent amendments thereto as the case may be.
- (i) The Grantor will execute every such deed, instrument or assurance and do every such thing for further or more effectively securing the rights and interests of the Grantee to or in the servient tenement or any part or parts thereof pursuant to these presents as shall by the Grantee be reasonably required.
- (j) Wherever the singular or masculine is used it shall be construed as if the plural feminine or neuter, as the case may be had been used where the context or the party or parties hereto so require and the rest of the sentence shall be construed as if the grammatical and other changes thereby rendered necessary had been made and where more than one Grantor is a party hereto the covenants herein contained shall extend to and bind such Grantors jointly and each of them severally.
- (k) Nothing herein contained shall be deemed or construed to authorise or permit the construction operation or use of a pipeline outside the terms and conditions of any permit or licence issued pursuant to the Pipelines Act 1967.
- (l) The Grantee will at all times hereafter keep indemnified the Grantor from and against all damage, injury or nuisance which may be caused or occasioned by the escape of liquid or gaseous hydrocarbons, natural and artificial gas and any products or by-products thereof and any other substance from the Grantee's pipeline or pipelines and appliances on to or over the servient tenement if such damage arises from any failure of the Grantee to construct maintain and operate such installations in a proper and safe manner and design having regard to present day knowledge.

DATED this 14th day of April One thousand nine hundred and 81

SIGNED by the said RICHARD JAMES McQUEEN and MARJORY EVA McQUEEN in Victoria in the presence of:

X [Signature] X

X [Signature] X

X [Signature] X

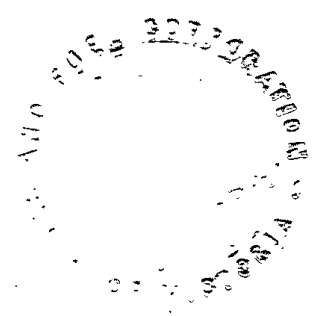
WITNESS

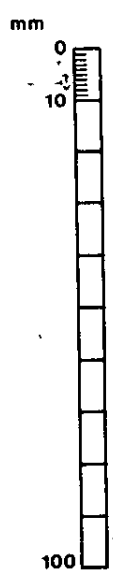
THE COMMON SEAL of GAS AND FUEL CORPORATION OF VICTORIA was hereunto affixed by the authority of the Board of Directors and attested by:

Director [Signature]

Director [Signature]

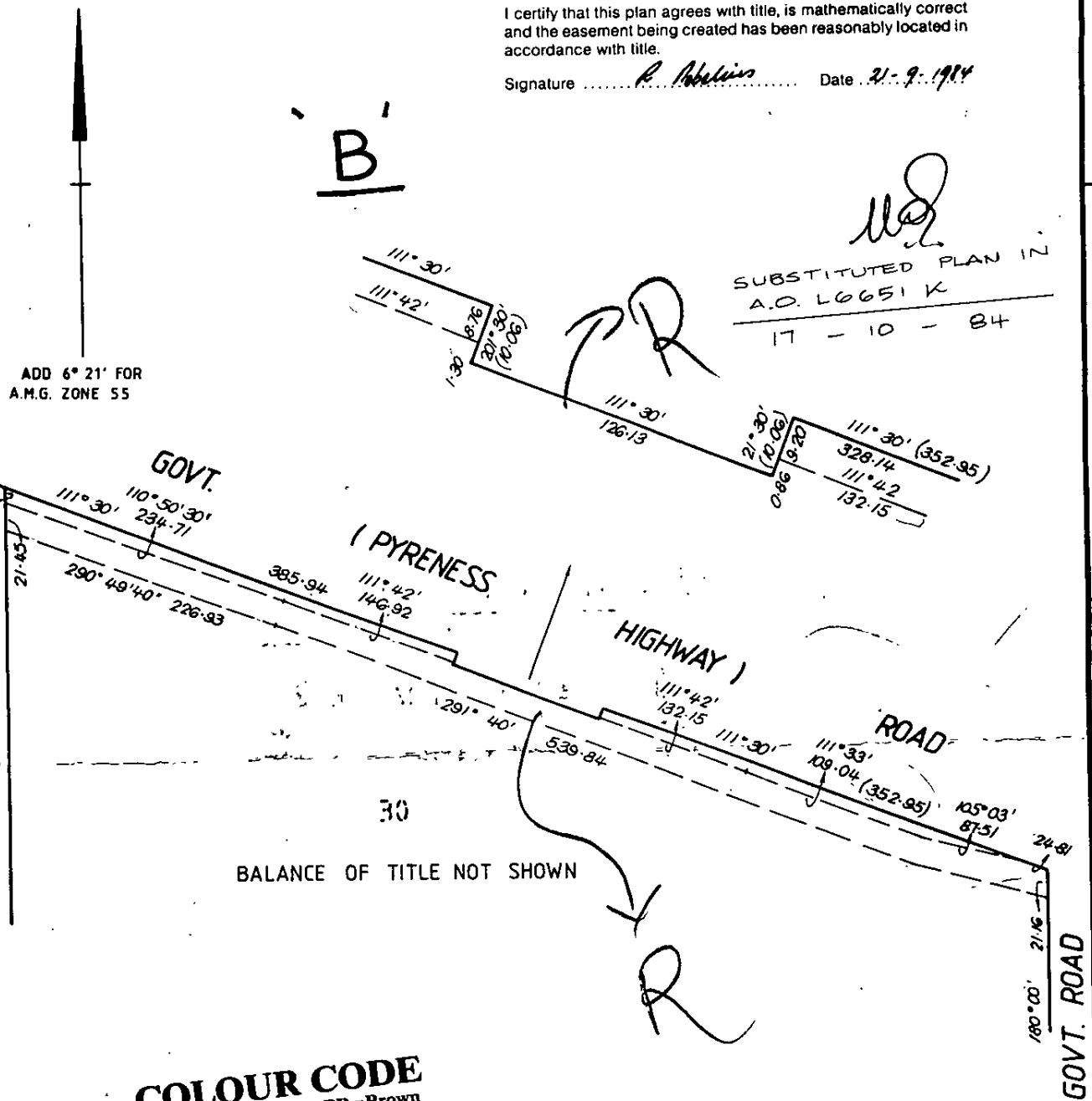
Secretary [Signature]





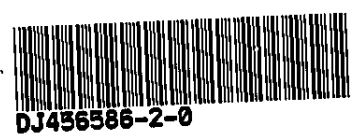
OWNER ... R.J. & M.E. McQUEEN
 PART OF - C.P. 30 SECTION LOT P.S.
 PARISH OF ... CARISBROOK TOWNSHIP OF
 AREA 1.763 ha TITLE VOL. 8695 FOL. 157
 NO. BOOK

I certify that this plan agrees with title, is mathematically correct and the easement being created has been reasonably located in accordance with title.
 Signature *R. Robelins* Date *21-9-1984*



SUBSTITUTED PLAN IN A.O. L6651 K
 17 - 10 - 84

COLOUR CODE
 Y=Yellow O=Orange BR=Brown
 G=Green R=Red BL=Blue P=Purple
 H=Hatched CH=Cross Hatched



A.		20-9-84	Redrawn, Dimensions amended.	T.D.	AN	ROUTE PLAN	T67-18
NO.	REF.	DATE	REVISION	DRN.	CKD.	APP.	REFERENCE DRAWINGS
FIELD BOOK	SCALE	DRAWN T Douglas					EASEMENT 150 N.B. TRANSMISSION PIPELINE GUILDFORD - MARYBOROUGH
170 Vol. 2/25, 26	NOT TO SCALE						
LEVEL DATUM	CHECKED	21-9-84		SEN SURVEYOR <i>R. Robelins</i> CHIEF DRAFTSMAN <i>W. Robelins</i> CHIEF ENGINEER <i>R. Robelins</i>			T67-7-59 A
DISTRICT PLAN NUMBER	AN						



Natural Resources and Environment

AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

INTENTIONALLY

BLANK

GAS & FUEL CORPORATION OF VICTORIA

Easement required for TRANSMISSION PIPELINE GUILDFORD - MARYBOROUGH

Owner RICHARD JAMES McQUEEN & MAJORY EVA McQUEEN

Address 35 GREEN STREET

CARISBROOK

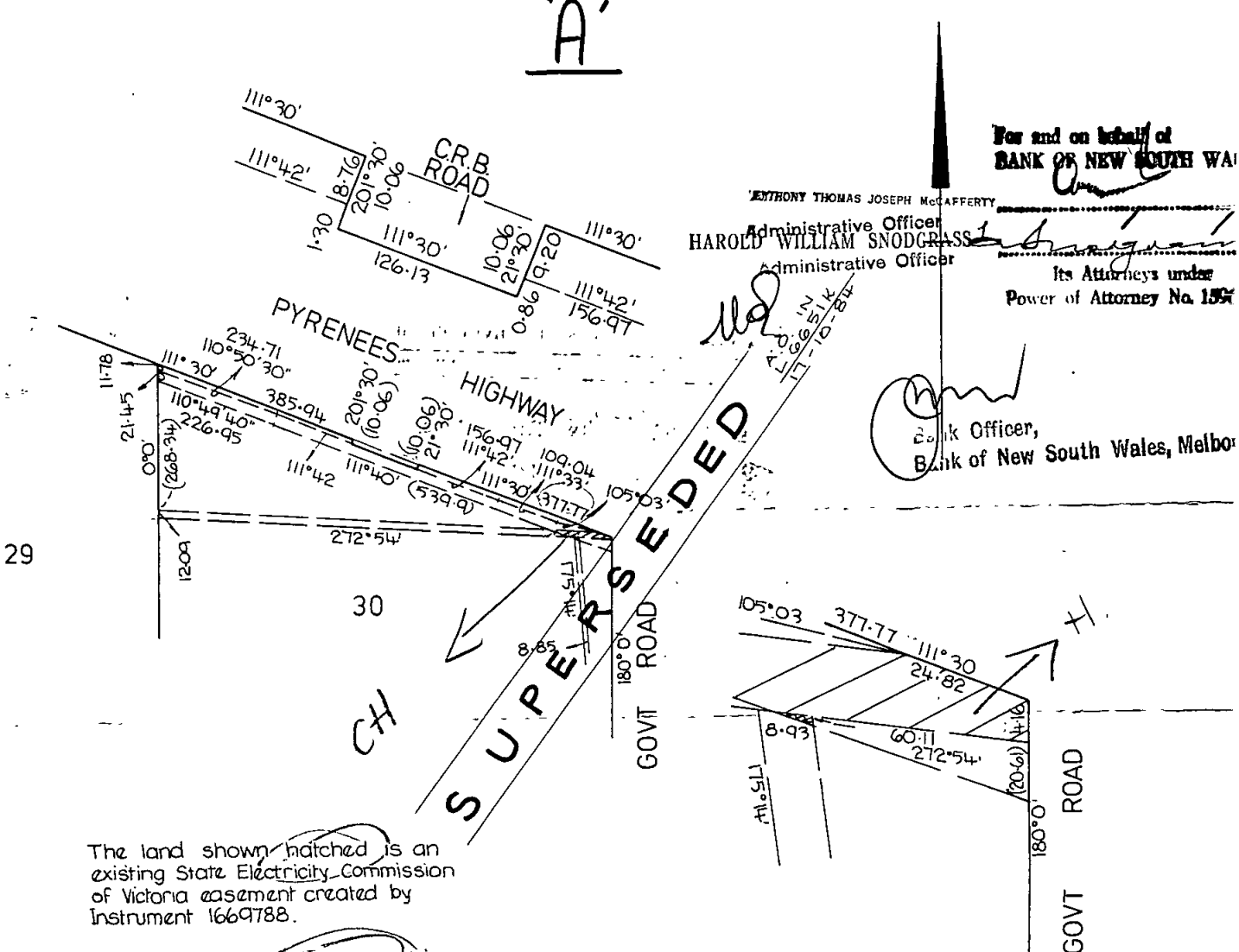
Part of C.P. 30 Section

Parish of CARISBROOK County of TALBOT

Area 1.763ha Certificate Vol 8695

Scale 1:10000 Fol - 157

'A'



For and on behalf of
BANK OF NEW SOUTH WALES

ANTHONY THOMAS JOSEPH McCAFFERTY
Administrative Officer
 HAROLD WILLIAM SNODGRASS
Administrative Officer
 Its Attorneys under
 Power of Attorney No. 155

Bank Officer,
Bank of New South Wales, Melbo

The land shown hatched is an existing State Electricity Commission of Victoria easement created by Instrument 1669788.

The land shown cross hatched is an existing State Electricity Commission of Victoria easement created by Instrument 2105304.



DJ456586-3-6

Measurements are in METRES
 Draftsman RLB
 Checked [Signature]
 Chief Draftsman [Signature]
 Chief Engineer [Signature]
 Date 25-10-79

I certify that this plan made by me, agrees with title, is mathematically correct, and the easement being created has been reasonably located in accordance with title position.

[Signature] Licensed Surveyor
Date 19th OCTOBER 1979

SURVEY REFERENCE NUMBER

FN ET T67-7-59

R.P. T67-18

Revised 24.10.79
T67-7-59

ET



Natural Resources and Environment

AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

**INTENTIONALLY
BLANK**

ENCUMBRANCES REFERRED TO:

Any easements affecting the same
Mortgage No. C892069

BANK OF NEW SOUTH WALES

....., being registered as the proprietor of
Instrument of Mortgage Registered Number C892069.....
over the land described in the foregoing Creation of
Easement as the servient tenement **HEREBY CONSENTS** to the said Creation of Easement and to such easement taking priority to the
said Instrument of Mortgage and to an endorsement to that effect being placed on the said Mortgage.

DATED the 23rd day of April One thousand nine hundred and eighty one

For and on behalf of
BANK OF NEW SOUTH WALES
ANTHONY THOMAS JOSEPH McCAFFERTY Administrative Officer
HAROLD WILLIAM SNODGRASS Administrative Officer
His Attorneys in Law
Power of Attorney No. 159686
[Signature]
Bank Officer,
Bank of New South Wales, Melbourne

.BS
/.....
.....
86

1PPO



the Registrar of Titles,

to register this dealing and on completion

and *dup Mtg 039209 for 2695157*

BANK OF NEW SOUTH WALES



Bank of New South Wales.

A memorandum of the within instrument
has been entered in the Register Book.



CREATION OF EASEMENT

GAS AND FUEL CORPORATION
OF VICTORIA

WITH

RICHARD JAMES McQUEEN and
MARJORY EVA McQUEEN

DATED 19

GAS AND FUEL CORPORATION
OF VICTORIA
171 FLINDERS STREET
MELBOURNE, 3000

**REGISTER SEARCH STATEMENT (Title Search) Transfer of
Land Act 1958**

Page 1 of 1

VOLUME 10116 FOLIO 005

Security no : 124080559833S
Produced 03/12/2019 05:00 PM

LAND DESCRIPTION

Lots 1 and 2 on Title Plan 894343Q (formerly known as part of Section 19, part of Section 29 Parish of Carisbrook).
Created by Application No. 071988R 10/03/1993

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

HANSON CONSTRUCTION MATERIALS PTY LTD of LEVEL 6 35 CLARENCE STREET SYDNEY
NSW 2000
AF299723V 28/08/2007

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT as to part Y003648J

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

Warning as to Dimensions

Any dimension and connecting distance shown is based on the description of the land as contained in the General Law Title and is not based on survey information which has been investigated by the Registrar of Titles.

DIAGRAM LOCATION

SEE TP894343Q FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	Y003648J
Number of Pages (excluding this cover sheet)	10
Document Assembled	03/12/2019 17:01

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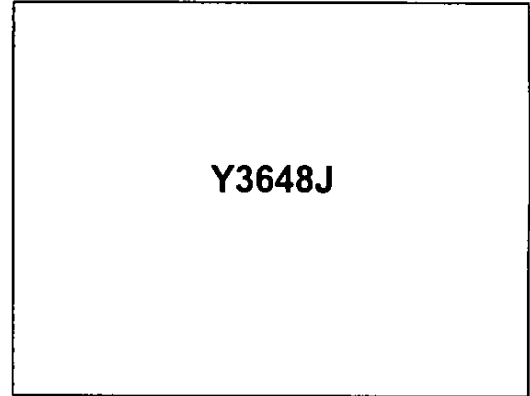


**Department of
Sustainability and Environment**

Y003648J



**Land Victoria
CONVERSION DEALING**



Y3648J

Folio(s) Affected

Volume 10116 Folio 005

Details of Endorsement

The Easement & Restrictive Covenant contained in Book 803 No. 228

(AP71988R)

End of Endorsement

Note: Dealings with 'Y' prefix have been created as part of Land Registry's VOTS conversion process. This dealing captures an extract of an endorsement affecting the Folio(s) listed above

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No. ET 67-7-60

252-6304

THIS DEED OF GRANT OF EASEMENT IS made the 19 day of March

One Thousand Nine Hundred and Eighty one

BETWEEN SOPHIA JEAN GALLOWAY (formerly Sophia Jean Dowie) of Pyrenees Highway, Carisbrook in the State of Victoria (hereinafter called "the Grantor") of the first part, the said SOPHIA JEAN GALLOWAY and ELIZABETH MARJORIE DOWIE of "Callamaca", Carisbrook in the said State (hereinafter called "the Trustees") of the second part and GAS AND FUEL CORPORATION OF VICTORIA whose registered office is situated at 171 Flinders Street, Melbourne in the said State (hereinafter called "the Grantee") of the third part.

WHEREAS:

- (1) Under or by virtue of a settlement made by the Will dated the 13th day of August One Thousand Nine Hundred and Thirty Seven of Archibald Henry Dowie deceased formerly of "Junction Lodge", Carisbrook in the said State who died on the 10th day of April One Thousand Nine Hundred and Thirty Eight and probate whereof was on the 1st day of August One Thousand Nine Hundred and Thirty Eight granted by the Supreme Court of Victoria to Archibald Forestdale Dowie of Bega in the State of New South Wales and Emma Priscilla Dowie, Sophia Jean Dowie and Elizabeth Marjorie Dowie all of "Junction Lodge", Carisbrook in the State of Victoria the Grantor is now beneficially entitled during her life to the possession of ALL THAT piece of land being part of Sections 19 and 29 Parish of Carisbrook and being part of the land in Conveyance No. 678 Book 504 and being the land delineated and coloured red on the plan annexed hereto marked "A" (hereinafter referred to as "the servient tenement") together with other properties. MAR-19-81 252226 28670 118101 *****00
- (2) The Grantee is seized in fee simple in possession of ALL THAT piece of land being part of Crown Portion 93 Parish of Eumemmerring and being the land comprised in Certificate of Title entered in the Register Book at the Office of Titles Volume 5219 Folio 723 (hereinafter called "the dominant tenement").

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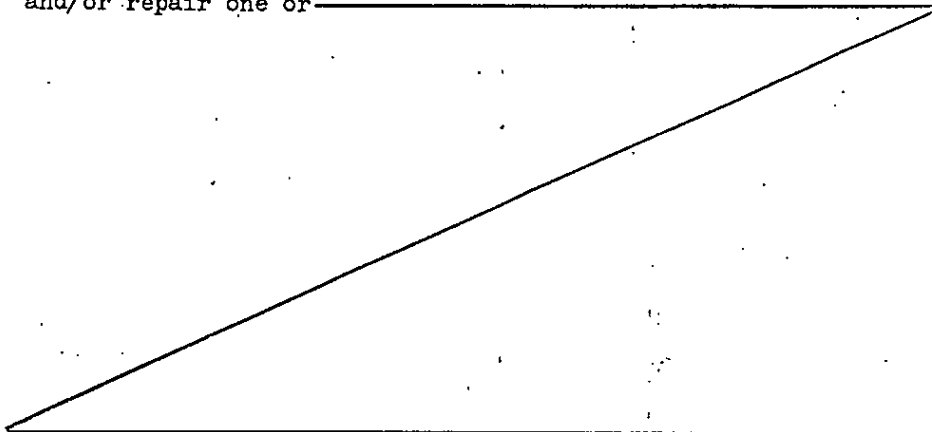
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- (3) The Trustees are the persons who under the said settlement are the surviving trustees with a power of consent to or approval of the exercise of a power to grant an easement over the property thereby settled.
- (4) The Grantor in the exercise of the power in this behalf conferred on her by the Settled Land Act 1958 as tenant for life of the servient tenement has agreed with the consent of the Trustees and for the consideration hereinafter expressed to grant to the Grantee the right to lay and maintain pipes conduits and controlling devices in or under over or across the servient tenement for the purposes hereinafter mentioned and in manner hereinafter appearing.

NOW THIS DEED WITNESSETH AS FOLLOWS: -

1. In consideration of the sum of Five Hundred and Sixty One Dollars (\$561.00) paid by the Grantee by the direction of the Grantor to the Trustees (the receipt of which sum the Trustees hereby acknowledge) the Grantor as beneficial owner in exercise of the power in this behalf conferred upon her by the said Act and every other power her thereunto enabling HEREBY GRANTS unto the Grantee in fee simple full and free right and liberty to and for the Grantee its successors and assigns the owner or owners for the time being of the dominant tenement to enter and re-enter into and upon the servient tenement to lay down, construct, change the size and number of, operate, maintain, inspect, patrol (including aerial patrol), alter, remove, replace, reconstruct and/or repair one or _____



more pipelines designed to convey or conveying liquid or gaseous hydrocarbons, natural and artificial gas and any products or by-products thereof and any other substance which may be transported by pipeline together with all the works of the Grantee useful in connection with or incidental to its undertaking including but without limiting the generality of the foregoing all such communication and power systems (including pole lines), drips, valves, valve chambers, manholes, inspection pits, fittings, meters, connections and all other equipment and appurtenances whether or not similar to the foregoing as may be useful or convenient in connection therewith or incidental thereto (hereinafter called "the Grantee's appliances") and together with the right for the Grantee and its surveyors, engineers, servants, agents, licensees, contractors, sub-contractors and others authorised by them (hereinafter called "the Grantee's associates")

- (1) to enter upon and remain pass and repass on and over the servient tenement for all or any of the purposes aforesaid and with or without vehicles, plant and equipment of any description;
- (2) to clear the servient tenement and remove any obstructions therefrom and cut and remove timber, trees, undergrowth, crops and fences and construct and maintain gates in boundary fences abutting and in other fences crossing the servient tenement and the other adjacent land of the Grantor as the Grantee shall consider necessary or desirable.

And the Grantor for himself his heirs executors administrators and assigns registered proprietor or proprietors of the servient tenement and every part thereof Hereby Covenants with the Grantee to the extent that the burden of this covenant may run with and bind the servient tenement and every part thereof and that the benefit thereof may be annexed to and run with the dominant tenement that the Grantor shall not without the prior written consent of the Grantee cultivate dig or excavate or permit to be cultivated dug or excavated any part of the surface of the servient tenement to a depth greater than one foot or plant or permit to be planted any trees or shrubs on the servient tenement or excavate, drill, install, erect or permit to be excavated drilled, installed or erected on or under the servient tenement or any part thereof any pit, well, foundation, pavement or other structure or installation

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or use or permit to be used on or under the servient tenement or any part thereof explosives of any type nor shall the Grantor alter or disturb or permit to be altered or disturbed (other than by the process of nature) the present grades and contours of the servient tenement but otherwise the Grantor shall have the right fully to use and enjoy the servient tenement subject always to and so as not to interfere with the rights and privileges hereby granted and conferred upon the Grantee.

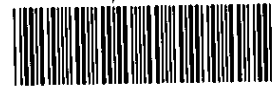
The Grantor and the Grantee hereby mutually covenant and agree one with the other of them as follows:-

- (a) The consideration hereinbefore mentioned is acknowledged by the Grantor to be in full satisfaction of all moneys payable for the granting of this easement in favour of the Grantee.
- (b) In the exercise of the rights hereby granted the Grantee shall do as little damage as possible and the Grantee shall if so required within two years from the exercise of such rights compensate the Grantor for damage done to the Grantor's crops, timber, pasture lands, livestock, improvements and other property on the servient tenement or any land of the Grantor adjacent thereto by reason of the exercise of the rights hereinbefore granted. In the event of any difference arising between the Grantor and the Grantee as to the amount of such compensation the same shall be determined in the manner provided in the Lands Compensation Act 1958. Any compensation paid by the Grantee to the Grantor shall include compensation for damage done to the crops, timber, pasture lands, live stock, improvements and other property on the servient tenement or any land of the Grantor adjacent thereto in which any tenant, sharefarmer or other person has any interest and the Grantor agrees to indemnify the Grantee against any claim by any such tenant, sharefarmer or other person for any damage done by the Grantee in the performance of its rights under this easement.
- (c) The Grantee shall as soon as weather and soil conditions permit and subject to the restrictions hereinbefore contained and insofar as it is practicable so to do bury to a minimum depth of thirty inches below the level of the immediately surrounding land and maintain all pipelines so

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as not to interfere unreasonably with the use of the servient tenement and restore the surface of the servient tenement to its condition prior to the exercise of the rights granted herein.

- (d) Notwithstanding any rule of law or equity the pipes (which term shall include all pipelines and the Grantee's appliances) brought onto laid or erected upon or buried in or under the servient tenement by the Grantee shall at all times remain the property of the Grantee and its successors and assigns notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantee and its successors and assigns.
- (e) Unless otherwise agreed by the Grantor and the Grantee upon the discontinuance of the use of the servient tenement by the Grantee the Grantee may at its option leave the pipe or any part thereof and the Grantee's appliances in the ground but if the Grantee damages the property of the Grantor during the removal of the pipe or appliances then the Grantee will compensate the Grantor upon the terms and in the manner contained in Clause (b) hereof.
- (f) The Grantee performing and observing the covenants and conditions on its part to be observed and performed shall and may peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation or interference on the part of the Grantor or of any person firm or corporation claiming by through under or in trust for the Grantor.
- (g) All notices to be given hereunder may be given by prepaid registered or certified letter addressed to the Grantor by being forwarded to the registered proprietor for the time being at his latest address shown in the Register Book and to the Grantee at 171 Flinders Street Melbourne or such other address as the Grantor and Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee on the third day following that on which the same is posted. All notices to be given by the Grantee hereunder may be signed on behalf of the Grantee by its Secretary or Substitute Secretary for the time being.



- (h) Neither this instrument nor anything herein contained shall affect restrict limit or detract from or prejudice the rights power authority or immunity of the Grantee or the Grantee's associates under the Pipelines Act 1967 or any subsequent amendments thereto or under any consent granted pursuant to Section 9 (2) of the said Act or under any permit granted pursuant to Section 12 of the said Act or any written permission given pursuant to Section 22 (1) of the said Act or any other rights of the Grantee under the said Act or under the Gas and Fuel Corporation Act 1958 or any subsequent amendments thereto as the case may be.
- (i) The Grantor will execute every such deed, instrument or assurance and do every such thing for further or more effectively securing the rights and interests of the Grantee to or in the servient tenement or any part or parts thereof pursuant to these presents as shall by the Grantee be reasonably required.
- (j) Wherever the singular or masculine is used it shall be construed as if the plural feminine or neuter, as the case may be had been used where the context or the party or parties hereto so require and the rest of the sentence shall be construed as if the grammatical and other changes thereby rendered necessary had been made and where more than one Grantor is a party hereto the covenants herein contained shall extend to and bind such Grantors jointly and each of them severally.
- (k) Nothing herein contained shall be deemed or construed to authorise or permit the construction operation or use of a pipeline outside the terms and conditions of any permit or licence issued pursuant to the Pipelines Act 1967.
- (l) The Grantee will at all times hereafter keep indemnified the Grantor from and against all damage, injury or nuisance which may be caused or occasioned by the escape of liquid or gaseous hydrocarbons, natural and artificial gas and any products or by-products thereof and any other substance from the Grantee's pipeline or pipelines and appliances on to or over the servient tenement if such damage arises from any failure of the

Grantee to construct, maintain and operate such installations in a proper and safe manner and design having regard to present day knowledge.

IN WITNESS whereof the parties hereto have executed these presents the day and year first hereinbefore written.

SIGNED SEALED AND DELIVERED)

by the said SOPHIA JEAN GALLOWAY as Grantor in the State of Victoria in the

S. J. Galloway

presence of: *J. H. Dowie*

SIGNED SEALED AND DELIVERED)

by the said SOPHIA JEAN GALLOWAY as Trustee in the State of Victoria in the

S. J. Galloway

presence of: *J. H. Dowie*

SIGNED SEALED AND DELIVERED)

by the said ELIZABETH MARJORIE DOWIE in the State of Victoria in the

J. M. Dowie

presence of: *J. H. Dowie*

THE COMMON SEAL of GAS and FUEL CORPORATION OF VICTORIA)

was hereunto affixed by the authority of the Board of Directors and attested by:

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DIRECTOR

DIRECTOR

SECRETARY

[Handwritten signatures for Director, Director, and Secretary]

SOPHIA JEAN GALLOWAY

to

GAS AND FUEL CORPORATION OF VICTORIA

GRANT OF EASEMENT

Gas & Fuel Corporation of Victoria,
171 Flinders Street,
Melbourne. 3000.

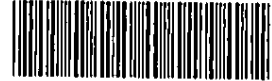
Received into the Office
of the Registrar General
at the Office of Victoria
this 15 day of April
1978 at the hour of
11.55 in the forenoon
A memorial of the which
had No. 228 Book 803



APR 15 1978
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Document Type	Plan
Document Identification	TP894343Q
Number of Pages (excluding this cover sheet)	1
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TITLE PLAN	EDITION 1	TP 894343Q
LOCATION OF LAND Parish: CARISBROOK Township: Crown Section: 19 (PT) & 29 (PT) Crown Allotment: Crown Portion: Last Plan Reference: Derived From: VOL.10116 FOL.005 Depth Limitation: NIL	Notations Warning as to Dimensions Any dimension shown is based on the description of the land as contained in the General Law Title and is not based on survey information which has been investigated by the Registrar of Titles. ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN	

Description of Land/Easement Information

ENCUMBRANCES

As to the land shown marked E-1:
 The easement to the State Electricity Commission of Victoria granted in Y3647M (Book 562 No 372)(AP71988R)

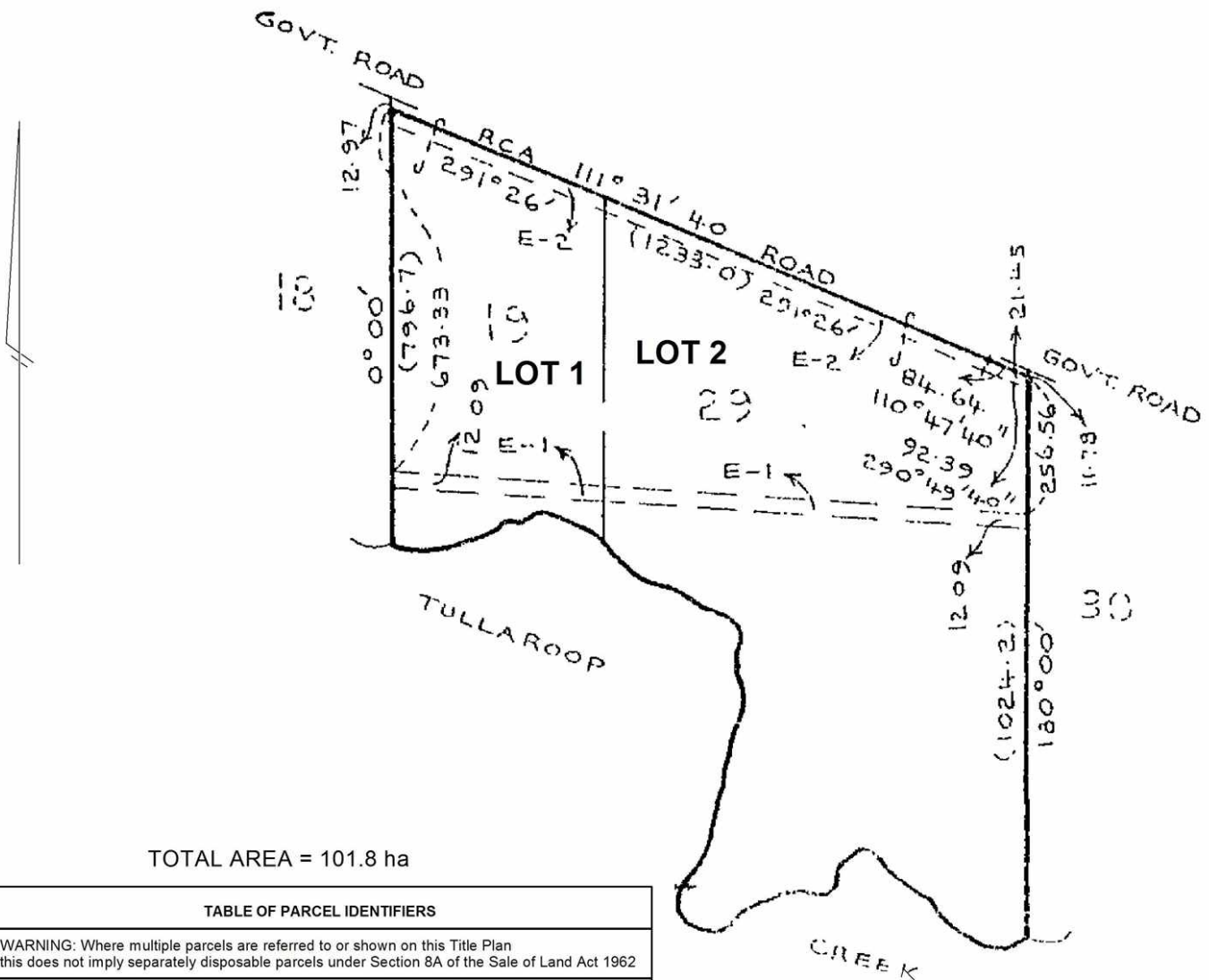
As to the land shown marked E-2:
 The Easement and Restrictive Covenant in favour of the Gas and Fuel Corporation of Victoria granted in Y3648J(Book 803 No 228) (AP71988R)

THIS PLAN HAS BEEN PREPARED BY LAND REGISTRY, LAND VICTORIA FOR TITLE DIAGRAM PURPOSES

COMPILED: Date: 2/5/07
 VERIFIED: A. DALLAS
 Assistant Registrar of Titles

NOTATIONS

WATERWAY NOTATION: LAND IN THIS PLAN MAY ABUT CROWN LAND THAT MAY BE SUBJECT TO A CROWN LICENCE TO USE



TOTAL AREA = 101.8 ha

TABLE OF PARCEL IDENTIFIERS

WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962

LOT 1 = CROWN SECTION 19 (PT)
 LOT 2 = CROWN SECTION 29 (PT)

LENGTHS ARE IN METRES

Metres = 0.3048 Feet
 Metres = 0.201168 x Links