

2.

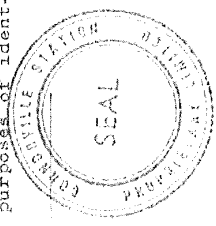
and subject to the trusts and provisions contained in the said Will and Codicil of the said Roderic O'Connor AND RECITES on the 21st day of December 1967 the said Roderic O'Connor agreed with Connorville Station Pty. Ltd. for the sale to Connorville Station Pty. Ltd., of all the estate and interest of the said Roderic O'Connor of and in the lands and hereditaments known as "Connorville" (of which the lands and hereditaments therein and hereinafter described form part) AND RECITES the consideration for the said sale to Connorville Station Pty. Ltd., has been fully discharged and satisfied AND RECITES Connorville Station Pty. Ltd., had on and since the 21st day of December 1967 entered into and remained in possession of the said lands and hereditaments known as "Connorville" (and of which the said lands and hereditaments therein and hereinafter described form part) and had expended moneys thereon and effected improvements thereon as the absolute owner thereof AND RECITES Connorville Station Pty. Ltd., had agreed with Connorville Station Pty. Ltd., for the sale to it of the said lands and hereditaments therein and hereinafter described at or for the price or sum of \$3,000-00 AND BY THE SAID INSTRUMENT IT WAS WITNESSED that in pursuance of the said agreement and in consideration of the sum of \$3,000-00 paid by Connorville Station Pty. Ltd., to Connorville Station Pty. Ltd., on the execution thereof (the receipt whereof was thereby acknowledged) Connorville Station Pty. Ltd. did thereby grant and as Beneficial Owner conveyed unto Connorville Estates Pty. Ltd., ALL THOSE the lands therein and hereinafter more particularly described TO HOLD the same unto and to the use of Connorville Estates Pty. Ltd., its successors and assigns for ever AND the said Connorville Estates Pty. Ltd., covenanted that the said Connorville Station Pty. Ltd., should not be required to fence AND Connorville Station Pty. Ltd., possession thereof did thereby acknowledge the right of Connorville Estates Pty. Ltd., to production of the Deeds and documents mentioned in the Schedule thereto and hereto and to copies thereof and did thereby undertake for the safe custody thereof

THE SCHEDULE THEREIN AND HEREBEFORE REFERRED TO : Dated 2nd May, 1940 Registered 6th May, 1940 No. 21/736 ASSENT May Lee O'Connor, Frank Arthur Falkner, Allan James Stewart and William John Savigny to themselves. Dated 30th October, 1946, Registered 8th May, 1947 No. 23/3692. APPOINTMENT OF NEW TRUSTEE May Lee O'Connor, Allan James Stewart, William John Savigny with Claude Freeman Dated 17th December, 1952 RETIREMENT OF TRUSTEE Allan James Stewart, William John Savigny, Claude Freeman with May Lee O'Connor. Dated 21st December, 1967, Registered 6th February, 1968 No. 39/8140 APPOINTMENT OF NEW TRUSTEE William John Savigny and Claude Freeman with Connorville Station Pty. Ltd.

DESCRIPTION : ALL THOSE 65 Hectares and 83 square metres (166 acres 2 roods 25 perches) in the Parish of Ramsbury Land District of Somerset and being the lands more particularly shown in a plan of survey Registered Number 4774 and for the purposes of identification as annexed hereon and surrounded with black boundary lines

CONSIDERATION : \$3,000-00
 Contract for the Purposes of the Registration of Deeds Act, 1924,
 Shields Heritage Stockhouse & Martin.
 Per: *William John Savigny*

James Faulkner
William John Savigny
 Clerk



RECEIVED & REGISTERED FROM S H S & Martin

STAMP L.S.
FOR \$ 3000 \$ 37.570 DUTY R.S.

ON THE 4th DAY OF July 1973 AT 10⁰⁰ G.M.

REGISTRAR OF DEEDS
K.K. Headlam
No 45/3666

Lengths are in Metres

2000 A. OR. OP.

GRANTED TO WILLIAM YOUNG

703A. 2R. OP.
Granted to William Young

1070 47' 50" 1080 25'
John David/Owner
Casey
BOUNDARY
387.78 118.87
(177.48)
1025.56

711.90
90 10' 40"
400 A. OR. OP.
R. O'CONNOR

K.W. Richardson Own
333.17
19° 50' 30"

2000 Acres located to
R.O'Connor

20° 01' 47"
59.22

190° 00' 00"
882.16

65.83ha.

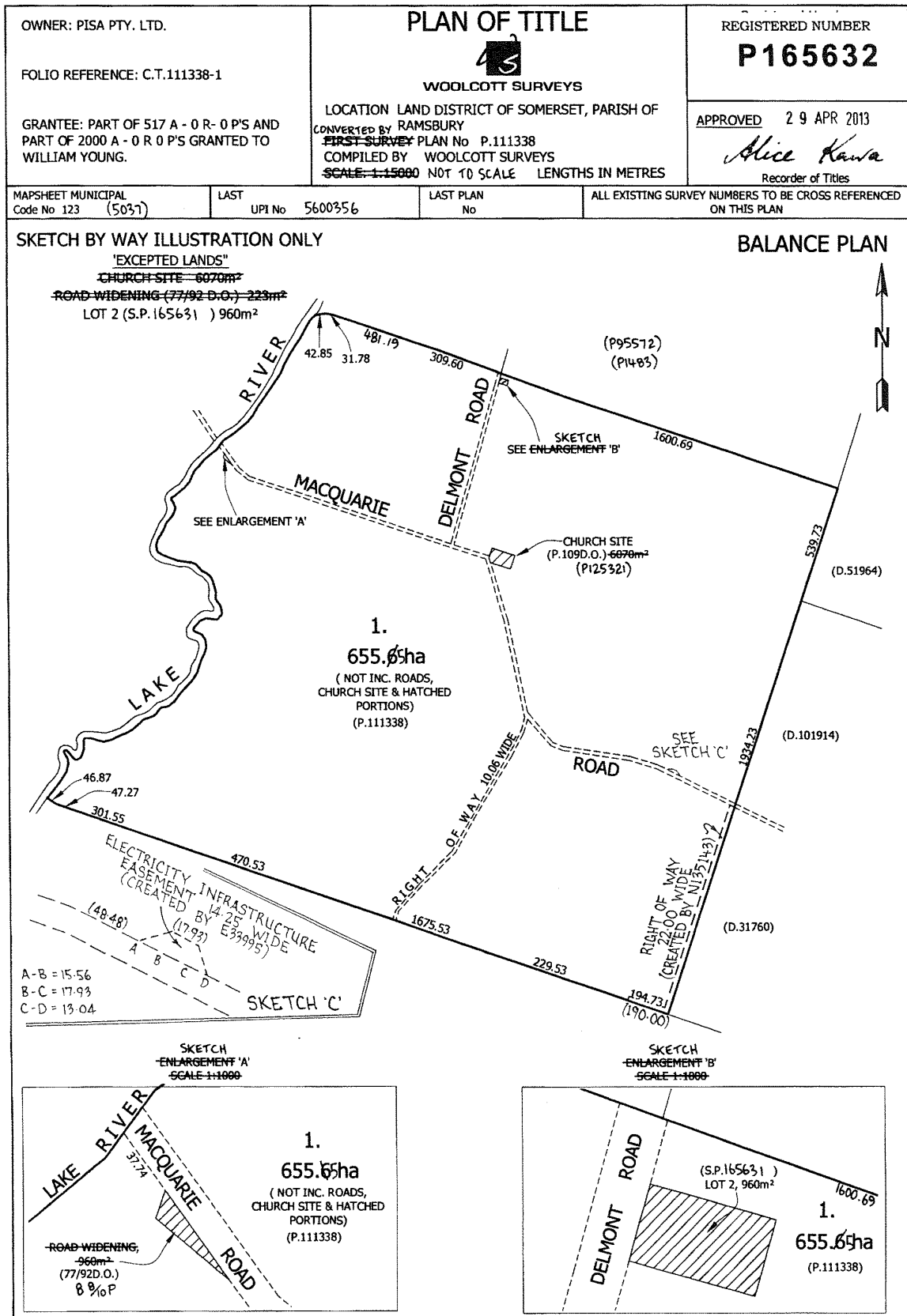
Lot 165
640A. OR. OP.
Roderic O'Connor Purchaser

000100 - 0336 2-1-73

FOLIO PLAN

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980





RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



SEARCH OF TORRENS TITLE

VOLUME 31760	FOLIO 1
EDITION 2	DATE OF ISSUE 13-Jan-1999

SEARCH DATE : 01-May-2023

SEARCH TIME : 11.27 AM

DESCRIPTION OF LAND

Parish of RAMSBURY, Land District of SOMERSET
 Lot 1 on Diagram 31760
 Being the land described in Conveyance No. 63/2237
 Derivation : Part of 2000 Acres William Young
 Prior CT 4428/96

SCHEDULE 1

C129924 TRANSFER to PETER JOHN WATSON Registered
 13-Jan-1999 at noon

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
 C129925 MORTGAGE to Commonwealth Bank of Australia
 Registered 13-Jan-1999 at 12.01 PM

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations



RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



SEARCH OF TORRENS TITLE

VOLUME 101914	FOLIO 1
EDITION 10	DATE OF ISSUE 08-Jan-2019

SEARCH DATE : 01-May-2023

SEARCH TIME : 11.16 AM

DESCRIPTION OF LAND

Parish of RAMSBURY, Land District of SOMERSET
 Lot 1 on Diagram 101914
 Derivation : Whole of 703A-2R-0P & Part of 2000 Acres Gtd. to
 W. Young
 Derived from Application No. 11,201 C.T.

SCHEDULE 1

C439458 TRANSFER to A & C DOWLING PTY LTD Registered
 05-May-2003 at 12.01 PM

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
 SP141990 BURDENING EASEMENT: Power Supply Easement
 (appurtenant to Lots 1 & 2 on SP141990) over the
 Power Supply Easement 6.00 wide shown on D101914.
 SP141990 BURDENING EASEMENT: Right of Carriageway and Power
 Supply Easement (appurtenant to Lots 1 and 2 on
 SP141990) over the Right of Way 10.06 wide shown on
 Sealed Plan No. 141990 and as Quarry Road on D101914.
 C600981 Benefiting Easement: a Pipeline Easement and a Power
 Supply, Pipeline and Pump Station Easement over the
 Pipeline Easement 15.00 wide and the Power Supply,
 Pipeline and Pump Station Easement 15.00 wide shown
 on D101914 respectively (subject to provisions).
 Registered 30-Jun-2006 at noon
 C601021 Benefiting Easement: a Pipeline Easement over the
 Pipeline Easement 15.00 wide shown on D101914
 (subject to provisions). Registered 30-Jun-2006 at
 12.01 PM
 M378413 Application by Aurora Energy Pty Ltd for Noting of a
 Notable Interest pursuant to Section 12(1) (2) (a) &
 (b) of the Electricity Wayleaves and Easement Act
 2000 Registered 23-Aug-2012 at noon
 E127300 MORTGAGE to RABOBANK AUSTRALIA LIMITED Registered
 08-Jan-2019 at 12.01 PM
 E45385 AGREEMENT pursuant to Section 78 of the Land Use



RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



	Planning and Approvals Act 1993	Registered
	19-Jul-2019 at noon	
E45425	AGREEMENT pursuant to Section 78 of the Land Use Planning and Approvals Act 1993	Registered
	19-Jul-2019 at 12.01 PM	
E45426	AGREEMENT pursuant to Section 78 of the Land Use Planning and Approvals Act 1993	Registered
	19-Jul-2019 at 12.02 PM	
E45427	AGREEMENT pursuant to Section 78 of the Land Use Planning and Approvals Act 1993	Registered
	19-Jul-2019 at 12.03 PM	
E45428	AGREEMENT pursuant to Section 78 of the Land Use Planning and Approvals Act 1993	Registered
	19-Jul-2019 at 12.04 PM	
E45429	AGREEMENT pursuant to Section 78 of the Land Use Planning and Approvals Act 1993	Registered
	19-Jul-2019 at 12.05 PM	
E45431	AGREEMENT pursuant to Section 78 of the Land Use Planning and Approvals Act 1993	Registered
	19-Jul-2019 at 12.06 PM	
E45432	AGREEMENT pursuant to Section 78 of the Land Use Planning and Approvals Act 1993	Registered
	19-Jul-2019 at 12.07 PM	

UNREGISTERED DEALINGS AND NOTATIONS

160282	Plan - Pending Lodged by DOUGLAS & COLLINS on 23-Aug-2010 BP: 160282
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RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



SEARCH OF TORRENS TITLE

VOLUME 103677	FOLIO 2
EDITION 8	DATE OF ISSUE 02-Feb-2021

SEARCH DATE : 01-May-2023

SEARCH TIME : 11.45 AM

DESCRIPTION OF LAND

Parish of RINGWOOD, Land District of WESTMORLAND
 Lot 2 on Diagram 103677
 Being the land secondly described in Conveyance 56/0112
 Derivation : For grantees see plan
 Derived from A11528

SCHEDULE 1

B825833 TRANSFER to GLENMILLTON PTY. LTD. Registered
 06-Mar-1996 at 12.03 PM

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
 B825833 BENEFITING EASEMENT: right of carriageway over the
 "CARRIAGEWAY 6.00 WIDE" on Diagram No. 103676
 E245866 MORTGAGE to Commonwealth Bank of Australia
 Registered 02-Feb-2021 at 12.01 PM

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations



RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



SEARCH OF TORRENS TITLE

VOLUME 110322	FOLIO 1
EDITION 9	DATE OF ISSUE 02-Feb-2021

SEARCH DATE : 01-May-2023

SEARCH TIME : 02.31 PM

DESCRIPTION OF LAND

Parish of LAWRENCE, Land District of WESTMORLAND
 Lot 1 on Sealed Plan 110322
 Derivation : Part of 500 Acres Located to J.G. Parker
 Prior CT 45659/1

SCHEDULE 1

M289031 TRANSFER to THOMAS JOHN LEWIS GREEN and WILLIAM
 HAROLD LEWIS GREEN Registered 14-Jul-2010 at 12.02
 PM

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
 SP110322 EASEMENTS in Schedule of Easements
 SP110322 FENCING PROVISION in Schedule of Easements
 SP110322 WATER SUPPLY RESTRICTION
 SP110322 SEWERAGE AND/OR DRAINAGE RESTRICTION
 C700900 BENEFITING EASEMENT: A Water Channel Easement over
 the Water Channel Easement 20.00 wide on SP 110322
 Registered 17-Jan-2007 at noon
 E245862 MORTGAGE to Commonwealth Bank of Australia
 Registered 02-Feb-2021 at 12.01 PM

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations



RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



SEARCH OF TORRENS TITLE

VOLUME 110322	FOLIO 2
EDITION 9	DATE OF ISSUE 02-Feb-2021

SEARCH DATE : 01-May-2023

SEARCH TIME : 02.48 PM

DESCRIPTION OF LAND

Parish of LAWRENCE, Land District of WESTMORLAND
 Lot 2 on Sealed Plan 110322
 Derivation : Part of 500 Acres Located to J.G. Parker
 Prior CT 45659/1

SCHEDULE 1

M289031 TRANSFER to THOMAS JOHN LEWIS GREEN and WILLIAM
 HAROLD LEWIS GREEN Registered 14-Jul-2010 at 12.02
 PM

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
 SP110322 EASEMENTS in Schedule of Easements
 SP110322 FENCING PROVISION in Schedule of Easements
 SP110322 WATER SUPPLY RESTRICTION
 SP110322 SEWERAGE AND/OR DRAINAGE RESTRICTION
 C700900 BENEFITING EASEMENT: A Water Channel Easement over
 the Water Channel Easement 20.00 wide on SP 110322
 Registered 17-Jan-2007 at noon

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations



RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



SEARCH OF TORRENS TITLE

VOLUME 125220	FOLIO 1
EDITION 7	DATE OF ISSUE 02-Feb-2021

SEARCH DATE : 01-May-2023

SEARCH TIME : 02.40 PM

DESCRIPTION OF LAND

Parish of RINGWOOD, Land District of WESTMORLAND
 Lot 1 on Plan 125220
 Being the land firstly described in Conveyance No. 32/6662
 Derivation : Part of Lot 27, 2000 Acres, Gtd. to William
 Effingham Lawrence
 Derived from W4275

SCHEDULE 1

D49471 TRANSFER to THOMAS JOHN LEWIS GREEN and WILLIAM
 HAROLD LEWIS GREEN as tenants in common in equal
 shares Registered 12-May-2014 at 12.01 PM

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
 C61889 APPLICATION: BURDENING EASEMENT: HYDRO-ELECTRIC
 CORPORATION under the Land Acquisition Act 1993 of
 Electricity Infrastructure Easement with the benefit
 of the covenant therein mentioned over Transmission
 Line Easement 45.00 wide on Plan No. 125220
 Registered 25-Aug-1998 at noon
 C797505 PRIVATE TIMBER RESERVE pursuant to Section 15(1) of
 the Forest Practices Act 1985 (of part of the land as
 described therein) Registered 02-Nov-2007 at noon
 E245862 MORTGAGE to Commonwealth Bank of Australia
 Registered 02-Feb-2021 at 12.01 PM

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations



RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



SEARCH OF TORRENS TITLE

VOLUME 126579	FOLIO 2
EDITION 9	DATE OF ISSUE 31-May-2019

SEARCH DATE : 01-May-2023

SEARCH TIME : 12.05 PM

DESCRIPTION OF LAND

Parish of WOODSIDE, Land District of WESTMORLAND
 Lot 2 on Plan 126579
 Being the land Described in Indenture No.62/6989
 Derivation : For grantees see plan
 Derived from W4482

SCHEDULE 1

C698823 ASSENT to DAVID HAROLD ARCHER Registered 11-Aug-2006
 at 12.02 PM

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
 42/2358 Petition Burdening Easement: Free passage of water
 from the Woodside Rivulet (appurtenant to Lot 3 on P.
 126579 & certain 600 Acres 0Roods 28 Perches
 adjoining Lot 1 on the said plan) over the strip of
 land mentioned therein. With Rights of Entry for
 maintenance purposes & Rights of Reasonable access to
 Woodside Rivulet for the watering of stock at such
 parts as are agreed.

E61273 BURDENING WAYLEAVE EASEMENT with the benefit of a
 restriction as to user of land in favour of Tasmanian
 Networks Pty Ltd over the land marked Wayleave
 Easement 12.00 wide on Plan 126579 Registered
 31-May-2019 at noon

E61273 BURDENING ELECTRICITY INFRASTRUCTURE EASEMENT with
 the benefit of a restriction as to user of land in
 favour of Tasmanian Networks Pty Ltd over the land
 marked Electricity Infrastructure Easement on Plan
 126579 (Subject to Provisions) Registered
 31-May-2019 at noon

B614674 Notification of Private Timber Reserve under section
 15 (1) of the Forest Practicees Act 1985 affecting
 the portion of the said land within described as is
 mentioned therein Registered 14-Feb-1997 at 12.04 PM

C61887 BURDENING WAYLEAVE EASEMENT for the benefit of The



RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



HYDRO-ELECTRIC CORPORATION over the land marked
`TRANSMISSION LINE EASEMENT 45.00 WIDE' on P.126579
(Subject to the restrictive covenant as to the user
of land)

N125415 CAVEAT by NEOEN AUSTRALIA PTY LTD Registered
06-Mar-2023 at noon

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations



RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



SEARCH OF TORRENS TITLE

VOLUME 126579	FOLIO 3
EDITION 10	DATE OF ISSUE 18-Jul-2022

SEARCH DATE : 01-May-2023

SEARCH TIME : 11.58 AM

DESCRIPTION OF LAND

Parish of WOODSIDE, Land District of WESTMORLAND
 Lot 3 on Plan 126579
 Being the land Firstly Described in Conveyance No.60/3555
 Derivation : Part of Lot 724 640Acres, Lot 91 1600 Acres &
 1000 Acres Gtd. to J.Archer
 Derived from W4488

SCHEDULE 1

D6172 TRANSFER to MARCUS CHARLES ROBIN ARCHER of 9998 1
 undivided 1/10000 shares and HEIDI ARCHER of 2 1
 undivided 1/10000 shares as tenants in common
 Registered 30-Aug-2011 at 12.01 PM

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
 42/2358 (9th Schedule) Benefiting Easement: Pipeline Easement
 over the strip of land mentioned therein with water
 rights in connection with Woodside Rivulet. But
 Subject To the Rights of all persons, bodies corporate,
 Statutory Authorities or The Crown who may have prior
 rights to the use & flow of water arising from the
 Common Law or any statute.

68/5979 Burdening Easement: Pipeline, Pump & Electricity Right
 (appurtenant to the land mentioned in the second
 schedule thereto) over the land marked "A.B.C.D" on
 Plan No. 126579 with Rights to Pass & Repass for
 maintenance purposes.

C61888 BURDENING WAYLEAVE EASEMENT for the benefit of The
 HYDRO-ELECTRIC CORPORATION over the land marked
 `TRANSMISSION LINE EASEMENT 45.00 WIDE' on P.126579
 (Subject to the restrictive covenant as to user of
 land)

M927397 MORTGAGE to Rabobank Australia Limited Registered
 18-Jul-2022 at 12.01 PM



RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



UNREGISTERED DEALINGS AND NOTATIONS

177543 Plan - Pending Lodged by TAS NETWORKS on 16-Jul-2019
BP: 177543

E260726 TRANSFER of EASEMENT Lodged by TAS NETWORKS on
19-Jul-2022 BP: E260726



RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



SEARCH OF TORRENS TITLE

VOLUME 132520	FOLIO 1
EDITION 3	DATE OF ISSUE 09-Aug-2010

SEARCH DATE : 01-May-2023

SEARCH TIME : 11.00 AM

DESCRIPTION OF LAND

Parish of LINCOLN, Land District of SOMERSET
 Parish of RAMSBURY, Land District of SOMERSET
 Parish of TIERNEY, Land District of SOMERSET
 Lot 1 on Plan 132520
 Being the land firstly described in Conveyance 16/5916
 Excepting thereout 1434a-0r-31 & 7/10ps, Conveyance 36/3585,
 Deeds Office Plan 890
 Derivation : For grantees see plan
 Derived from X5657 B614574

SCHEDULE 1

CONNORVILLE ESTATES PROPRIETARY LIMITED

SCHEDULE 2

Reservations and conditions in the Crown Grant if any

36/3385 CONVEYANCE: Benefiting Easement: Right to pass and
 repass over a roadway the width of Fifty links to and
 from the Eastern and Western boundaris of One
 Thousand Four Hundred and Thirtyfour Acres Thirtyone
 and Seven Tenths of a Perch being Lot 1 on Deeds
 Office Plan 890; insofar as the same subsists and is
 capable of taking affect

36/3386 CONVEYANCE: Benefiting Easement: Right to pass and
 repass over the Right of Way "A", the width of 10.06
 shown passing through portion of Lot 2 on Plan 105793

36/3387 GRANT OF EASEMENT: BENEFITING EASEMENT: Right of
 Carriageway over the Right of Way shown on Plan 105793

B614574 PRIVATE TIMBER RESERVE pursuant to Section 15(1) of
 the Forest Practices Act 1985 Registered
 04-Aug-1999 at noon

C738513 INSTRUMENT creating Restrictive Covenants pursuant to
 section 34 Nature Conservation Act 2002 (affecting
 part of the said land within described) Registered
 31-Oct-2006 at noon

C583042 Partial Revocation of Private Timber Reserve No.
 B614574 pursuant to Schedule 15 (2) of the Forest



RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



- Practices Act 1985 over that part of the said land within described after excepting thereout the hatched portion as shown on the diagram annexed thereto Registered 07-Dec-2006 at noon
- C850255 Instrument creating Forestry Right for Gunns Plantations Limited for the term of twenty-five years from 1st March 2008 and ending on the 28th February 2033 or the date of completion of harvest whichever is the later over the lands shown hatched on the Forestry Right Diagrams filed in "Plan-Related Documents" against the titleplan to the within land (together with ancillary rights) Registered 14-Aug-2008 at noon
- C944527 Revocation of Private Timber Reserve B614574 (affecting part of the said land within described as shown hatched on the plan annexed thereto) Registered 09-Aug-2010 at noon
- C850990 Instrument Releasing Forestry Right C850255 Registered 06-Dec-2010 at noon
- D144450 INSTRUMENT creating Restrictive Covenants pursuant to section 34 Nature Conservation Act 2002 (affecting part of the said land within described) Registered 12-Jun-2015 at 12.01 PM

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations



RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



SEARCH OF TORRENS TITLE

VOLUME 133307	FOLIO 1
EDITION 3	DATE OF ISSUE 12-May-2009

SEARCH DATE : 01-May-2023

SEARCH TIME : 11.11 AM

DESCRIPTION OF LAND

Parish of RAMSBURY, Land District of SOMERSET
 Parish of TIERNEY, Land District of SOMERSET
 Lot 1 on Plan 133307
 Derivation : For grantees see plan
 Derived from X5677 C166351

SCHEDULE 1

CONNORVILLE STATION PROPRIETARY LIMITED

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
 C166351 PRIVATE TIMBER RESERVE pursuant to Section 15(1) of
 the Forest Practices Act 1985 Registered
 09-Feb-2000 at noon
 C738514 INSTRUMENT creating Restrictive Covenants pursuant to
 section 34 Nature Conservation Act 2002 (affecting
 part of the said land within described) Registered
 24-Oct-2006 at noon
 C583229 Partial Revocation of Private Timber Reserve No.
 C166351 pursuant to Section 15 (2) of the Forest
 Practices Act, 1985 over part of the said land within
 described as shown hatched on the plan annexed
 thereto Registered 23-Nov-2006 at noon

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations



RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



SEARCH OF TORRENS TITLE

VOLUME 137968	FOLIO 1
EDITION 7	DATE OF ISSUE 02-Feb-2021

SEARCH DATE : 01-May-2023

SEARCH TIME : 11.35 AM

DESCRIPTION OF LAND

Parish of LAWRENCE Land District of WESTMORLAND
 Lot 1 on Plan 137968
 Being the land described in Conveyance No. 66/2698
 Excepting thereout Lot 1 (570.1ha) on P110320, Lot 1 (7.932ha)
 on SP 110322, Lot 2 (1645m2) on SP 110322
 Derivation : Part of 1041 Acres Gtd. to James Carns, Part of
 500 Acres and 300 Acres and 800 Acres Located to J.G. Parker
 and Part of 409 Acres Gtd. to Thomas Walker
 Derived from SP110322
 Prior CT 110321/1

SCHEDULE 1

M290057 TRANSFER to WILLIAM HAROLD LEWIS GREEN and THOMAS
 JOHN LEWIS GREEN as tenants in common in equal shares
 Registered 14-Jul-2010 at 12.01 PM

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
 SP110322 BENEFITING EASEMENT: Pipeline Easement over Pipeline
 Easement 5.00 wide on P.137968
 SP110322 BENEFITING EASEMENT: Wayleave Easement over Easement
 A on 5.00 wide on P.137968
 SP110322 BURDENING EASEMENT: Pipeline Easement and Wayleave
 Easement (appurtenant to Lot 1 on Sealed Plan No
 110322) over Easement B on P.137968
 B756982 Burdening easement; pipeline easement and wayleave
 easement (appurtenant to Lot 1 on P.110320) over
 Easement "B" 5.00 wide on P.137968
 B756982 Burdening easement; water channel easement
 (appurtenant to Lot 1 on P.110320) over Water Channel
 Easement "B" 15.00 wide on P.137968
 B756982 Burdening easement; pipeline easement (appurtenant to
 Lot 1 on P.110320) over pipeline easement 6.00 wide
 on P.137968
 B756982 Burdening easement; wayleave easement (appurtenant to
 Lot 1 on P.110320) over Powerline Easement 5.00 wide



RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



on P.137968
C700900 BURDENING EASEMENT: A Water Channel Easement
(appurtenant to Lot 1 and 2 on SP 110322 and Lot 1 on
P.138284) over the Water Channel Easement 20.00 wide
on P.137968 Registered 17-Jan-2007 at noon
C392329 Consent to Recording of a Highway under Section 112
of the Land Titles Act, 1980 relating to Lot 2 on
Plan No.137967 Registered 03-Oct-2003 at 12.02 PM
E245862 MORTGAGE to Commonwealth Bank of Australia
Registered 02-Feb-2021 at 12.01 PM

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations



RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



SEARCH OF TORRENS TITLE

VOLUME 138284	FOLIO 1
EDITION 4	DATE OF ISSUE 02-Feb-2021

SEARCH DATE : 01-May-2023

SEARCH TIME : 11.41 AM

DESCRIPTION OF LAND

Parish of LAWRENCE Land District of WESTMORLAND
 Parish of RINGWOOD Land District of WESTMORLAND
 Lot 1 on Plan 138284
 Derivation : Part of 1041 Acres Gtd. to James Carns, Whole of
 500 Acres and 300 Acres, Part of 500 Acres and 800 Acres
 Located to J.G. Parker and Part of 409 Acres Gtd. to Thomas
 Walker
 Prior CT 110320/1

SCHEDULE 1

M289031 TRANSFER to THOMAS JOHN LEWIS GREEN and WILLIAM
 HAROLD LEWIS GREEN Registered 14-Jul-2010 at 12.02
 PM

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
 SP110322 BENEFITING EASEMENT: Pumphouse Easement over
 Pumphouse Easement on P.138284
 SP110322 BENEFITING EASEMENT: Water Channel Easement over
 Water Channel Easement A on P.138284
 SP110322 BENEFITING EASEMENT: Wayleave Easement over Easement
 A 5.00 wide on P.138284
 B756982 Benefiting easement; pipeline easement and wayleave
 easement over Easement "B" 5.00 wide on P.138284
 B756982 Benefiting easement; water channel easement over the
 Water Channel Easement "B" 15.00 wide on P.138284
 B756982 Benefiting easement; pipeline easement over pipeline
 easement 6.00 wide on P.138284
 B756982 Benefiting easement; wayleave easement over Powerline
 Easement 5.00 wide on P.138284
 C700900 BENEFITING EASEMENT: A Water Channel Easement over
 the Water Channel Easement 20.00 wide on P.138284
 Registered 17-Jan-2007 at noon
 E245862 MORTGAGE to Commonwealth Bank of Australia
 Registered 02-Feb-2021 at 12.01 PM



RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations



RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



SEARCH OF TORRENS TITLE

VOLUME 142369	FOLIO 1
EDITION 2	DATE OF ISSUE 25-Nov-2019

SEARCH DATE : 08-May-2023

SEARCH TIME : 01.39 PM

DESCRIPTION OF LAND

Parish of WOODSIDE Land District of WESTMORLAND
 Lot 1 on Plan 142369
 Being the land described in Conveyance GL1268
 Derivation : Part of 3000 Acres GTD to Joseph Archer
 Derived from Y20314

SCHEDULE 1

E179575 TASMANIAN NETWORKS PTY LTD Registered 25-Nov-2019
 at noon

SCHEDULE 2

Reservations and conditions in the Crown Grant if any

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations



RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



SEARCH OF TORRENS TITLE

VOLUME 142369	FOLIO 3
EDITION 2	DATE OF ISSUE 25-Nov-2019

SEARCH DATE : 08-May-2023

SEARCH TIME : 01.39 PM

DESCRIPTION OF LAND

Parish of WOODSIDE Land District of WESTMORLAND
 Lot 3 on Plan 142369
 Being the land described in Conveyance GL1268
 Derivation : Part of 3000 Acres GTD to Joseph Archer
 Derived from Y20314

SCHEDULE 1

E179575 TASMANIAN NETWORKS PTY LTD Registered 25-Nov-2019
 at noon

SCHEDULE 2

Reservations and conditions in the Crown Grant if any

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations



RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



SEARCH OF TORRENS TITLE

VOLUME 145786	FOLIO 3
EDITION 5	DATE OF ISSUE 16-May-2018

SEARCH DATE : 25-May-2023

SEARCH TIME : 10.36 AM

DESCRIPTION OF LAND

Parish of LINCOLN Land District of SOMERSET
 Lot 3 on Sealed Plan 145786
 Derivation : Part of 2243 Acres Gtd. to James Dixon and Part
 of 1500 Acres Gtd. to Andrew Gatenby
 Prior CT 145064/1

SCHEDULE 1

M685043 TRANSFER to MORRISON CRESSY PTY LTD Registered
 16-May-2018 at noon

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
 SP145786 EASEMENTS in Schedule of Easements
 SP145786 FENCING COVENANT in Schedule of Easements
 C850718 BURDENING EASEMENT: a right of carriageway
 (appurtenant to Lot 1 on Plan 145787) over the Right
 of Way 10.00 wide on Plan 145786 Registered
 14-Aug-2009 at 12.01 PM
 E88582 MORTGAGE to Commonwealth Bank of Australia
 Registered 16-May-2018 at 12.01 PM

UNREGISTERED DEALINGS AND NOTATIONS

NOTICE: This folio is affected as to amended easements
 pursuant to Request to Amend No. C850789 made under
 Section 103 of the Local Government (Building and
 Miscellaneous Provisions) Act 1993. Search Sealed
 Plan No. 145786 Lodged by SHIELDS HERITAGE (L) on
 06-Jul-2009 BP: 157544



RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



SEARCH OF TORRENS TITLE

VOLUME 145787	FOLIO 1
EDITION 4	DATE OF ISSUE 24-Sep-2015

SEARCH DATE : 01-May-2023

SEARCH TIME : 01.27 PM

DESCRIPTION OF LAND

Parish of LINCOLN Land District of SOMERSET
 Lot 1 on Plan 145787
 Being the land described in Conveyance No.64/8214
 Excepting thereout Lots 2 & 3 on SP 145786, 418.6ha
 Derivation : Part of 1000 Acres Gtd. to Andrew Gatenby and
 Part of 2243 Acres Gtd. to James Dixon
 Prior CT 145064/1

SCHEDULE 1

RODERIC ALAN O'CONNOR

SCHEDULE 2

Reservations and conditions in the Crown Grant if any

36/3385 BURDENING EASEMENT: Right of Carriageway (appurtenant to Lot 1 on Plan 145062) over the Right of Way 10.06 wide shown on Plan 145787

C850718 BENEFITING EASEMENT: a right of carriageway over the Right of Way 10.00 wide on Plan 145787 Registered 14-Aug-2009 at 12.01 PM

36/3387 BURDENING EASEMENT: Right of Carriageway (appurtenant to Lot 1 on Plan 132520) over the Right of Way 10.06 wide shown on Plan 145787

36/3387 BURDENING EASEMENT: Right of Carriageway (appurtenant to Lot 2 on Plan 105793) over the Right of Way 10.06 wide shown on Plan 145787

36/3387 BURDENING EASEMENT: Right of Carriageway (appurtenant to Connorville Estates Proprietary Limited) over the Right of Way 10.06 wide shown on Plan 145787

C934321 INSTRUMENT creating Restrictive Covenants pursuant to section 34 Nature Conservation Act 2002 (affecting part of the said land within described) Registered 04-Jun-2010 at noon

E11052 MORTGAGE to Rural Bank Limited Registered 24-Sep-2015 at 12.01 PM



RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



UNREGISTERED DEALINGS AND NOTATIONS

NOTICE: This folio is affected as to amended easements pursuant to Request to Amend No. C850789 made under Section 103 of the Local Government (Building and Miscellaneous Provisions) Act 1993. Search Sealed Plan No. 145786 Lodged by SHIELDS HERITAGE (L) on 06-Jul-2009 BP: 157544



RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



SEARCH OF TORRENS TITLE

VOLUME 145788	FOLIO 1
EDITION 2	DATE OF ISSUE 09-Aug-2010

SEARCH DATE : 01-May-2023

SEARCH TIME : 01.31 PM

DESCRIPTION OF LAND

Parish of LINCOLN Land District of SOMERSET
 Parish of TIERNEY Land District of SOMERSET
 Lot 1 on Plan 145788
 Being the lands thirdly, fourthly, fifthly, sixthly &
 seventhly described in Conveyance 16/5916
 Excepting thereout Conveyance 18/2904, 3A-2R-37P, 136R/9 LO,
 Conveyance 31/8682, 285A-0R-23P, (62/13 DO)(P121733) and Lot 1
 on SP145786, 329.4ha
 Derivation : Part of 500 Acres located to W J Ruffey, Part of
 Lot 15, 500 Acres Gtd. to W J Ruffey, Part of 500 Acres
 located to F Ruffey, Part of 2219 Acres Gtd. to J C Sutherland
 and Part of 500 Acres Gtd. to A T G Sutherland
 Prior CT 145740/1

SCHEDULE 1

CONNORVILLE ESTATES PROPRIETARY LIMITED

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
 SP145786 BENEFITING EASEMENT: Right of Carriageway over the
 Right of Way 10.00 wide shown on Plan 145788
 B614574 PRIVATE TIMBER RESERVE pursuant to Section 15(1) of
 the Forest Practices Act 1985 Registered
 04-Aug-1999 at noon
 C651604 ADHESION ORDER under Section 110 of the Local
 Government (Building and Miscellaneous Provisions)
 Act 1993 Registered 20-Feb-2006 at noon
 C738513 INSTRUMENT creating Restrictive Covenants pursuant to
 section 34 Nature Conservation Act 2002 (affecting
 part of the said land within described) Registered
 31-Oct-2006 at noon
 C750673 Partial Revocation of Private Timber Reserve No.
 B614574 pursuant to Section 15 (2) of the Forest
 Practices Act, 1985 over part of the said land within
 described as shown hatched on the plan annexed
 thereto Registered 09-Feb-2007 at noon



RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



-
- C944527 Revocation of Private Timber Reserve B614574
(affecting part of the said land within described as
shown hatched on the plan annexed thereto)
Registered 09-Aug-2010 at noon
- D144450 INSTRUMENT creating Restrictive Covenants pursuant to
section 34 Nature Conservation Act 2002 (affecting
part of the said land within described) Registered
12-Jun-2015 at 12.01 PM

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations



RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



SEARCH OF TORRENS TITLE

VOLUME 165632	FOLIO 1
EDITION 3	DATE OF ISSUE 08-Aug-2023

SEARCH DATE : 28-Aug-2023

SEARCH TIME : 12.04 PM

DESCRIPTION OF LAND

Parish of RAMSBURY Land District of SOMERSET
 Lot 1 on Plan 165632
 Being the land described in Conveyance No. 39/3714
 Excepting thereout Lot 2 (SP165631) 960m2
 Derivation : Part of 517A-0R-0P and Part of 2000A-0R-0P
 Granted to W. Young
 Prior CT 111338/1

SCHEDULE 1

PISA PTY. LTD.

SCHEDULE 2

Reservations and conditions in the Crown Grant if any

18/2645 CONVEYANCE BURDENING EASEMENT: RIGHT TO PASS AND REPASS for the owners of Connorville Estate over the Right of Way 10.06 wide on Plan No. 165632

E33995 BURDENING ELECTRICITY INFRASTRUCTURE EASEMENT with the benefit of a restriction as to user of land in favour of Tasmanian Networks Pty Ltd over the land marked Electricity Infrastructure Easement 14.52 on Plan 165632 (Subject to Provisions) Registered 31-Aug-2016 at noon

N135143 BURDENING EASEMENT: a Right of Carriageway (appurtenant to Lot 1 on Plan 133307) over the land marked Right of Way 22.00 wide on Plan 165632 Registered 08-Aug-2023 at noon

C223851 MORTGAGE to Commonwealth Bank of Australia Registered 07-Apr-2000 at 12.02 PM

UNREGISTERED DEALINGS AND NOTATIONS

160282 Plan - Pending Lodged by DOUGLAS & COLLINS on 23-Aug-2010 BP: 160282



RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



SEARCH OF TORRENS TITLE

VOLUME 204030	FOLIO 1
EDITION 11	DATE OF ISSUE 12-Aug-2022

SEARCH DATE : 01-May-2023

SEARCH TIME : 11.54 AM

DESCRIPTION OF LAND

Parish of LAWRENCE, Land District of WESTMORLAND
 Lot 1 on Plan 204030
 Derivation : Part of Lot 25178 Gtd to J J Gatenby
 Prior CT 2269/48

SCHEDULE 1

M880224 TRANSFER to STUART BRIAN MURFETT Registered
 09-Jun-2021 at 12.01 PM

SCHEDULE 2

Reservations and conditions in the Crown Grant if any

E179554 BURDENING WAYLEAVE EASEMENT with the benefit of a restriction as to user of land in favour of Tasmanian Networks Pty Ltd over the lands marked Wayleave Easement 6.00 wide and Wayleave Easement on Plan 204030 Registered 09-Jul-2019 at 12.01 PM

E260729 BURDENING WAYLEAVE EASEMENT with the benefit of a restriction as to user of land in favour of Tasmanian Networks Pty Ltd over the land marked Wayleave Easement Variable Width on Plan 204030 Registered 12-Aug-2022 at noon

M879393 MORTGAGE to Rabobank Australia Limited Registered
 09-Jun-2021 at 12.02 PM

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations



FOLIO PLAN

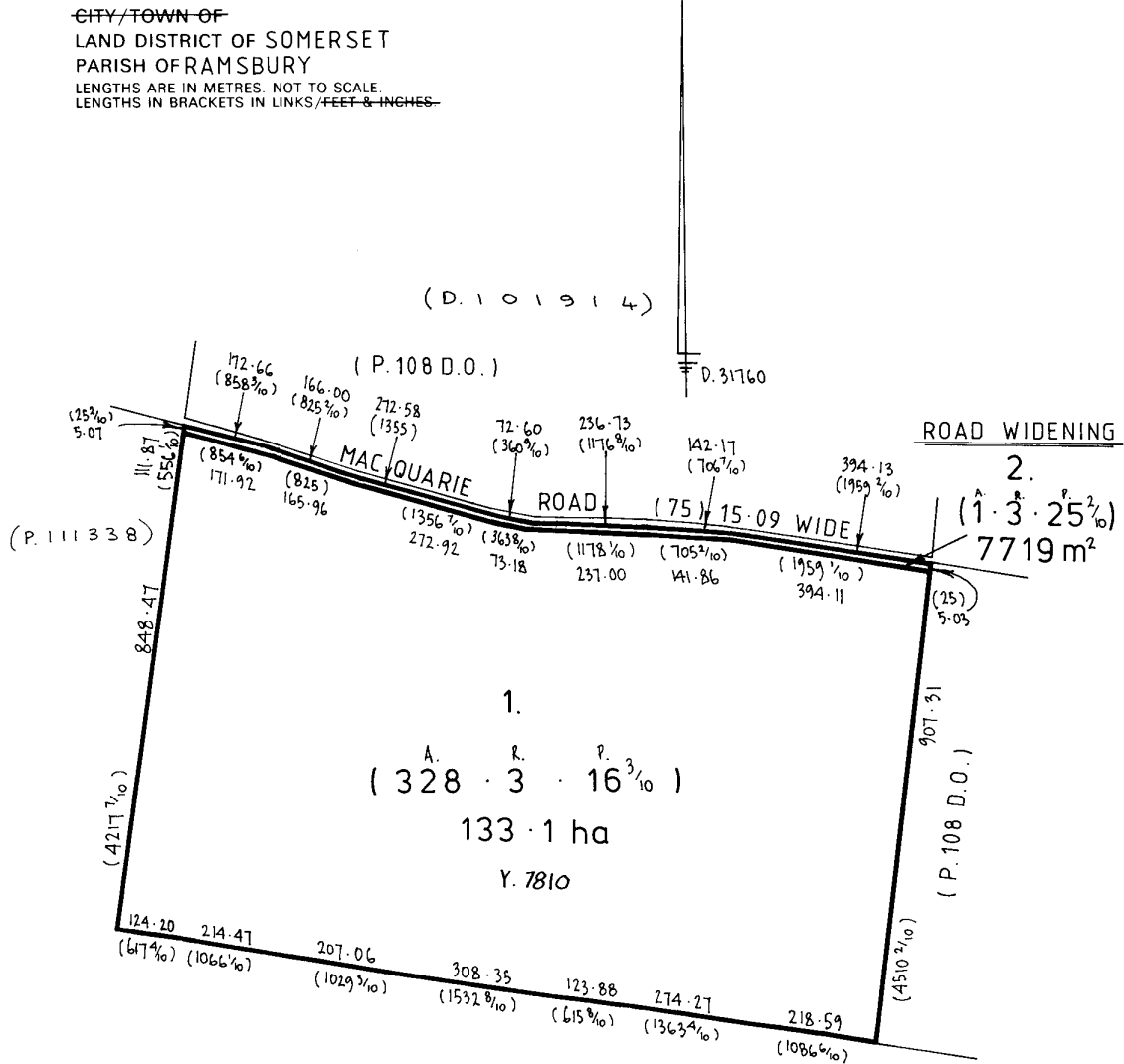
RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



APPROVED 28 JUL 1987 <i>Amending Plan</i>	CONVERSION PLAN	REGISTERED NUMBER D.31760
ACTING RECORDER OF TITLES	CONVERTED FROM 47/14 D.O.	
FILE NUMBER Y.7810	GRANTEE PART OF 2000.0.0 WILLIAM YOUNG	DRAWN G. ARCHER 27.7.87

SKETCH BY WAY OF ILLUSTRATION ONLY



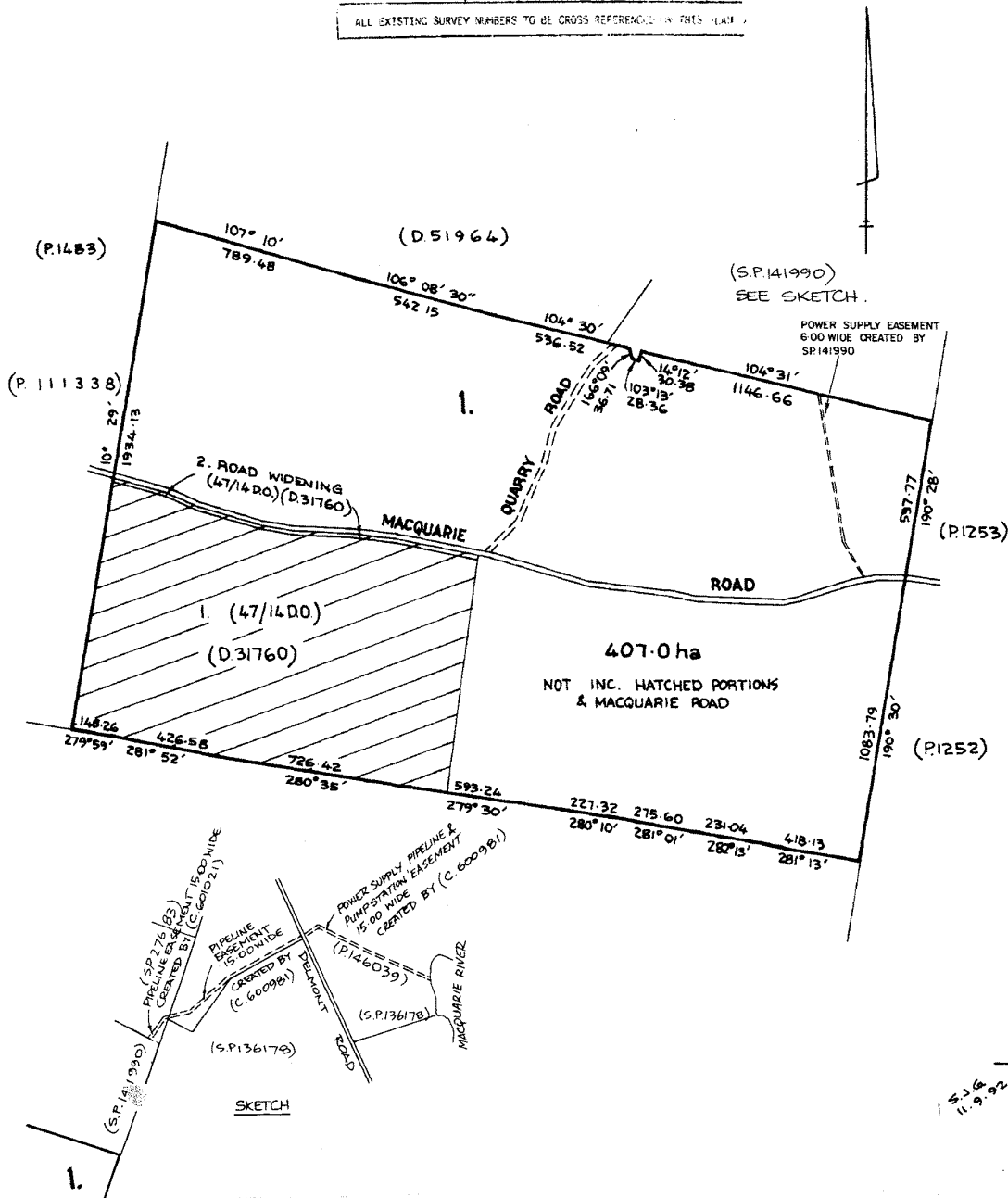
FOLIO PLAN

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980

Owner: L. T. ACT, 1980	PLAN OF TITLE of land situated in the LAND DISTRICT OF SOMERSET PARISH OF RAMSBURY COMPILED FROM P. 108 D.O. SCALE 1:15000 MEASUREMENTS IN METRES	Registered Number: D.101914 Approved: 14 SEP 1992 <i>Michael Sim</i> Recorder of Titles
Title Reference: A.11201		
Grantee: WHOLE OF 703-2-0 & PART OF 2000AC. GTD. TO WILLIAM YOUNG		

TASHAP MUNICIPAL CODE NO. 56	LAST TASHAP UPI NO. 0352	LAST SURVEY PLAN NO.
ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED IN THIS PLAN		





FOLIO PLAN

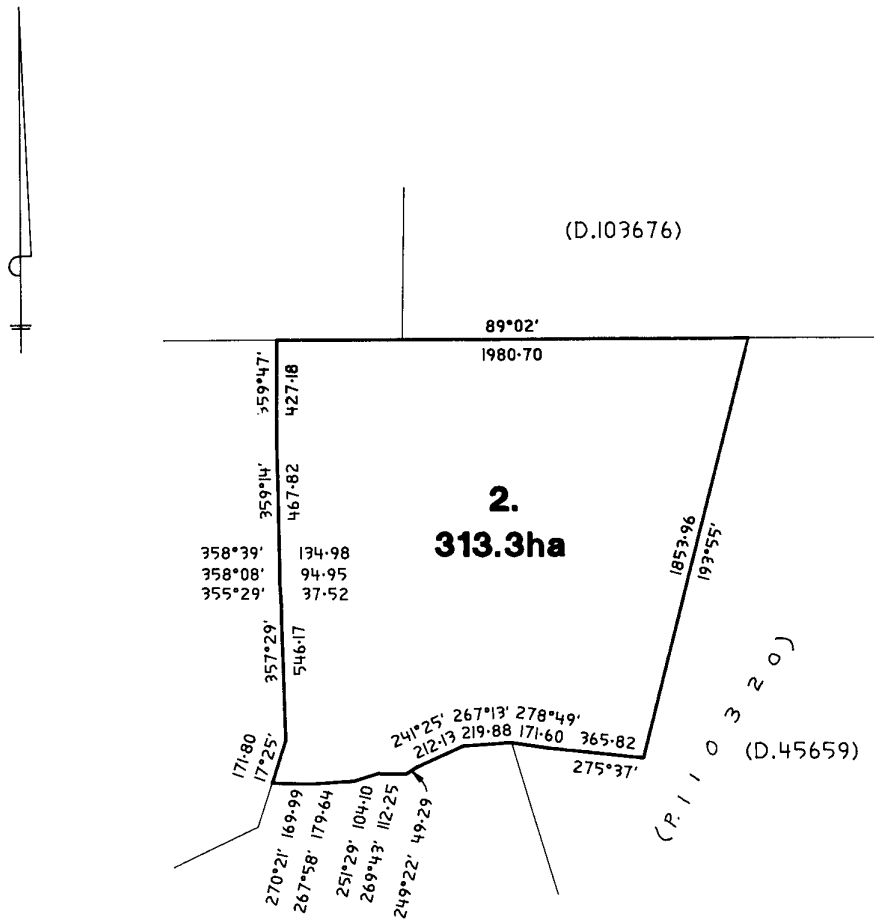
RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



Owner: L.T.ACT 1980	PLAN OF TITLE of land situated in the WESTMORLAND RINGWOOD COMPILED FROM P.72 D.O. SCALE 1: 20000 MEASUREMENTS IN METRES	Registered Number: D.103677
Title Reference: A 11528		Approved -5 JAN 1993
Grantee: PART OF 1041-0-0 GTD TO JAMES CARNES & PART OF 500-0-0 LOCATED TO J.G.PARKER		 Recorder of Titles

TASMAP MUNICIPAL CODE NO. 56	LAST TASMAP UPI NO. 0369
ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN	



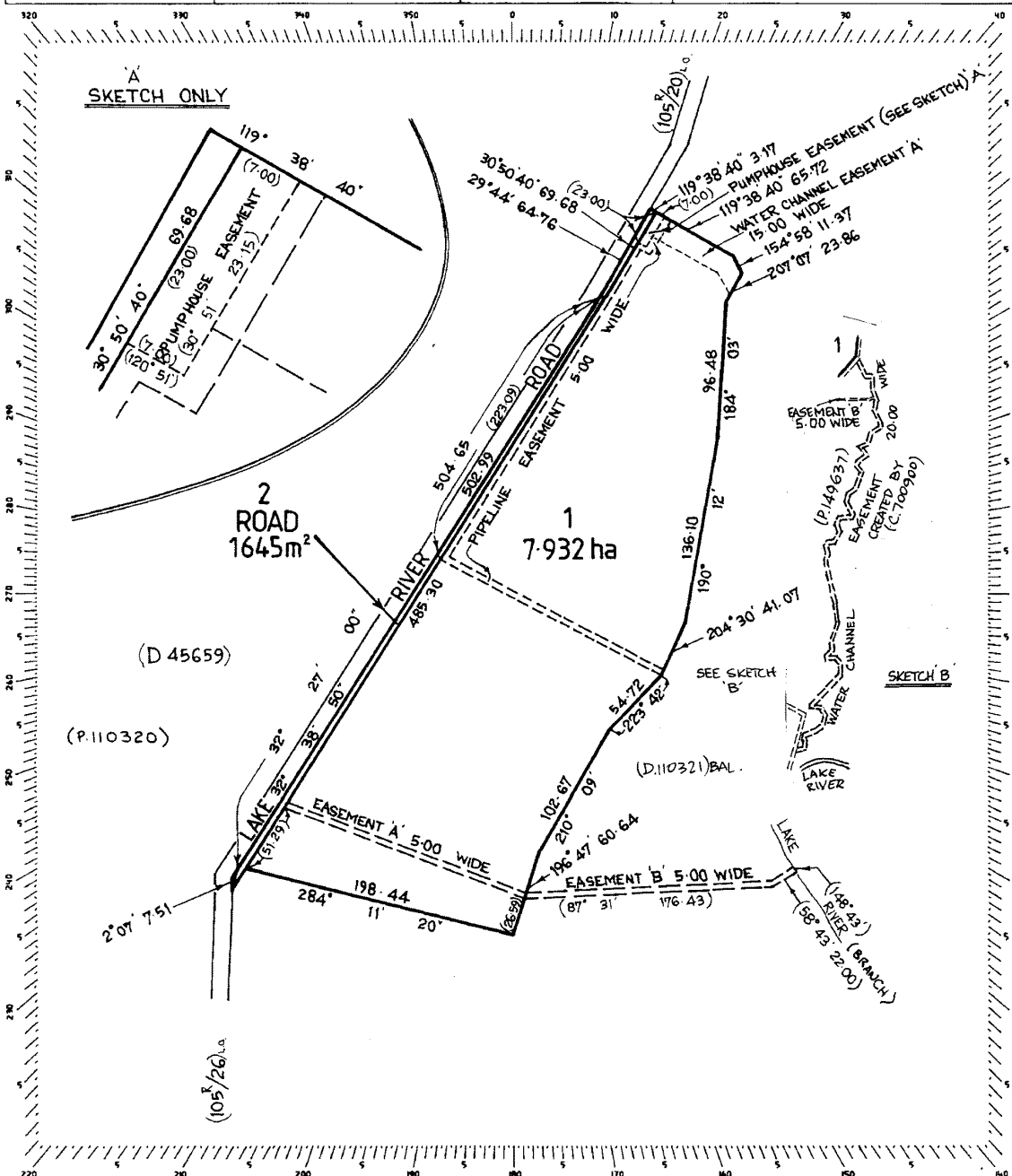
B.D.E.

FOLIO PLAN

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980

OWNER Henry Anthony Reed.	PLAN OF SURVEY BY SURVEYOR P.N. Anderson of PEACOCK DARCEY & ANDERSON P/L AUTHORIZED SURVEYORS 65 TAMAR STREET-LAUNCESTON	REGISTERED NUMBER SP110322
FOLIO REFERENCE C.T.45659-1		APPROVED EFFECTIVE FROM - 8 MAY 1994 <i>M. J. ...</i> Recorder of Titles
GRANTEE Part of 500Ac. Loc. to J.G. Parker.	LOCATION LAND DISTRICT OF WESTMORLAND PARISH OF RINGWOOD	
TASMAP MUN. No. 56. SHEET No. 5036	LAST UPI No. 0368	LAST SURVEY PLAN No. D 45659
ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN		

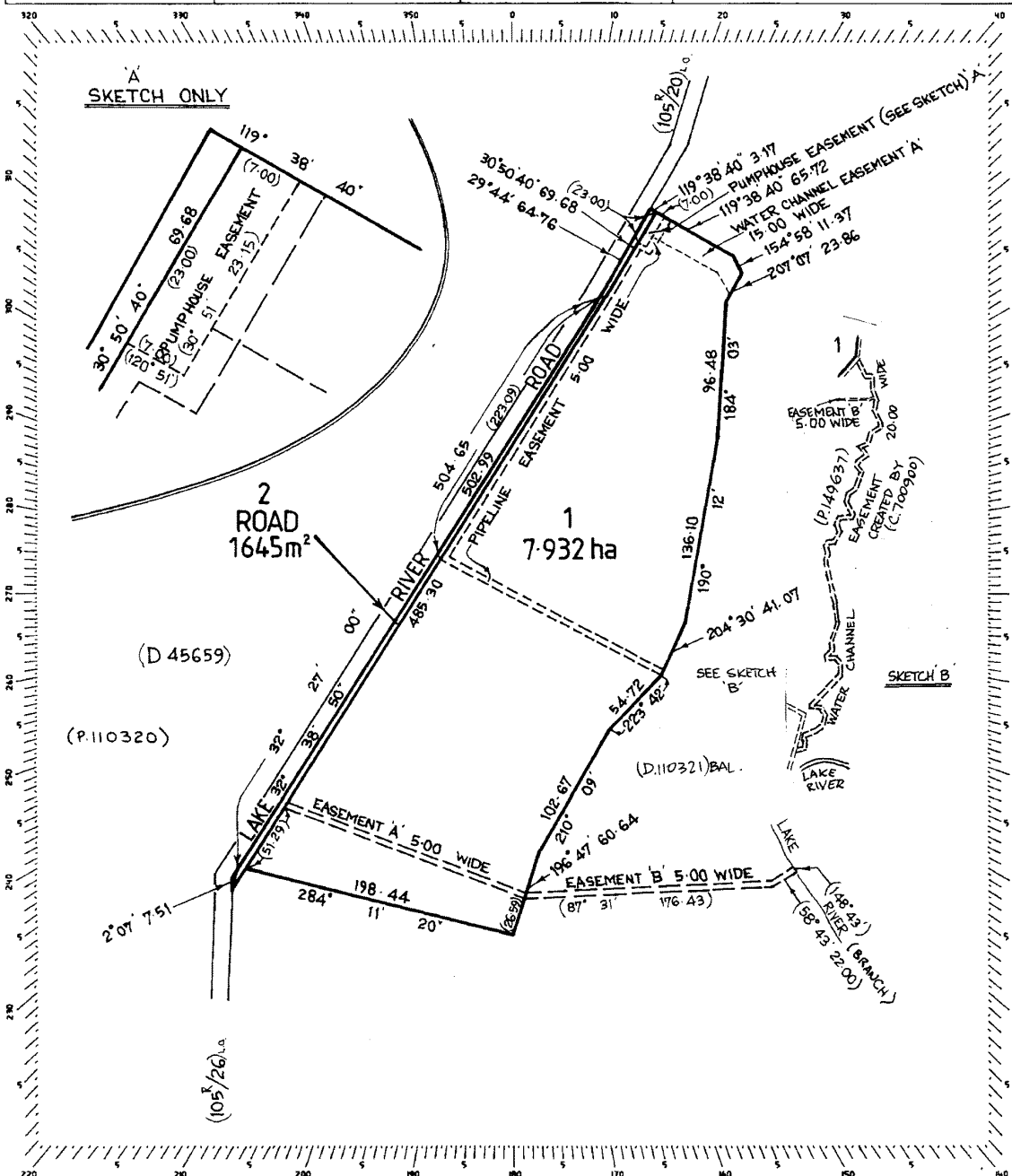


FOLIO PLAN

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980

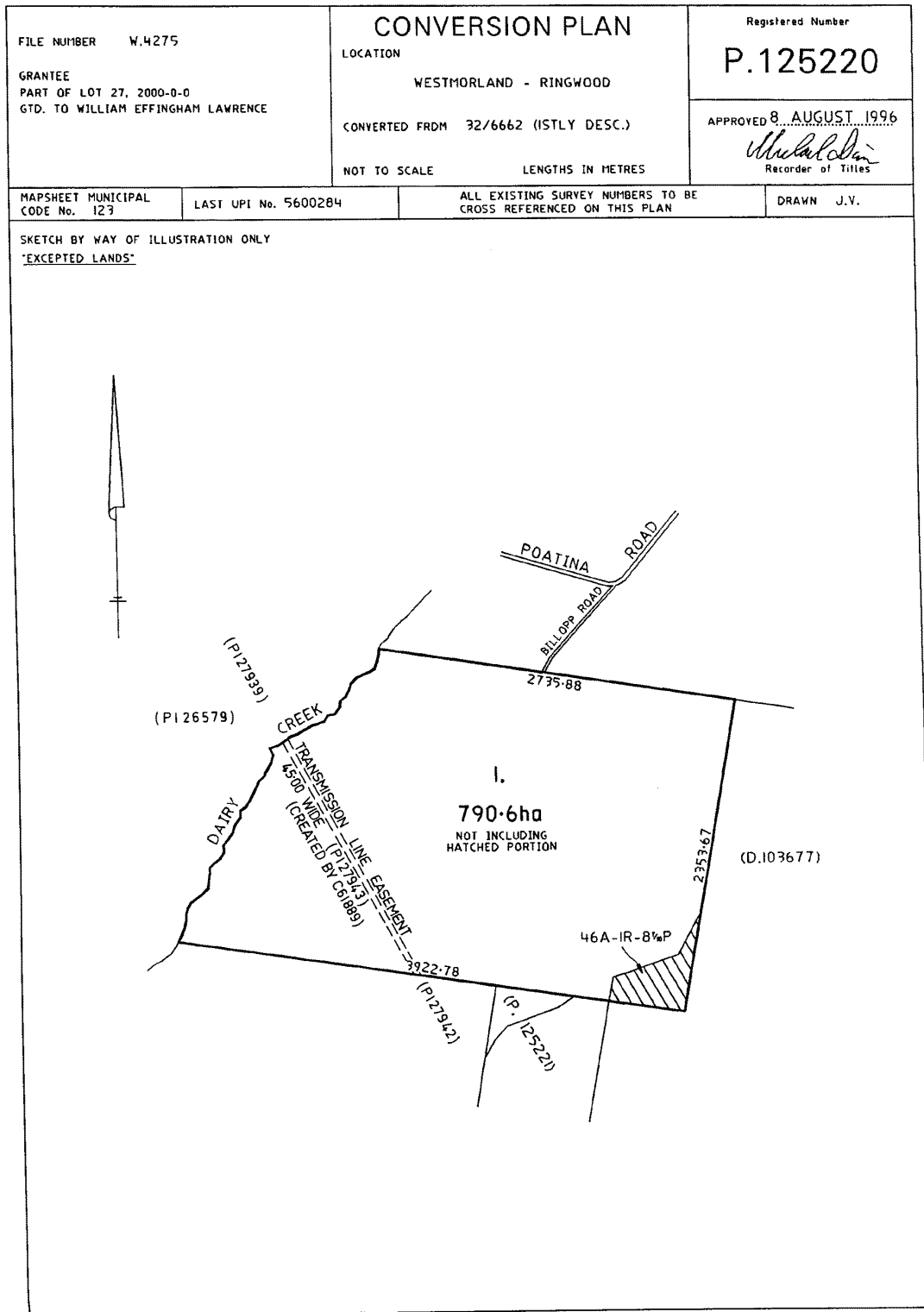
OWNER Henry Anthony Reed.	PLAN OF SURVEY BY SURVEYOR P.N. Anderson of PEACOCK DARCEY & ANDERSON P/L AUTHORIZED SURVEYORS 65 TAMAR STREET-LAUNCESTON	REGISTERED NUMBER SP110322
FOLIO REFERENCE C.T.45659-1		APPROVED EFFECTIVE FROM - 8 MAY 1994 <i>M. J. ...</i> Recorder of Titles
GRANTEE Part of 500Ac. Loc. to J.G. Parker.	LOCATION LAND DISTRICT OF WESTMORLAND PARISH OF RINGWOOD	
TASMAP MUN. No. 56. SHEET No. 5036	LAST UPI No. 0368	LAST SURVEY PLAN No. D 45659
ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN		



FOLIO PLAN

RECORDER OF TITLES

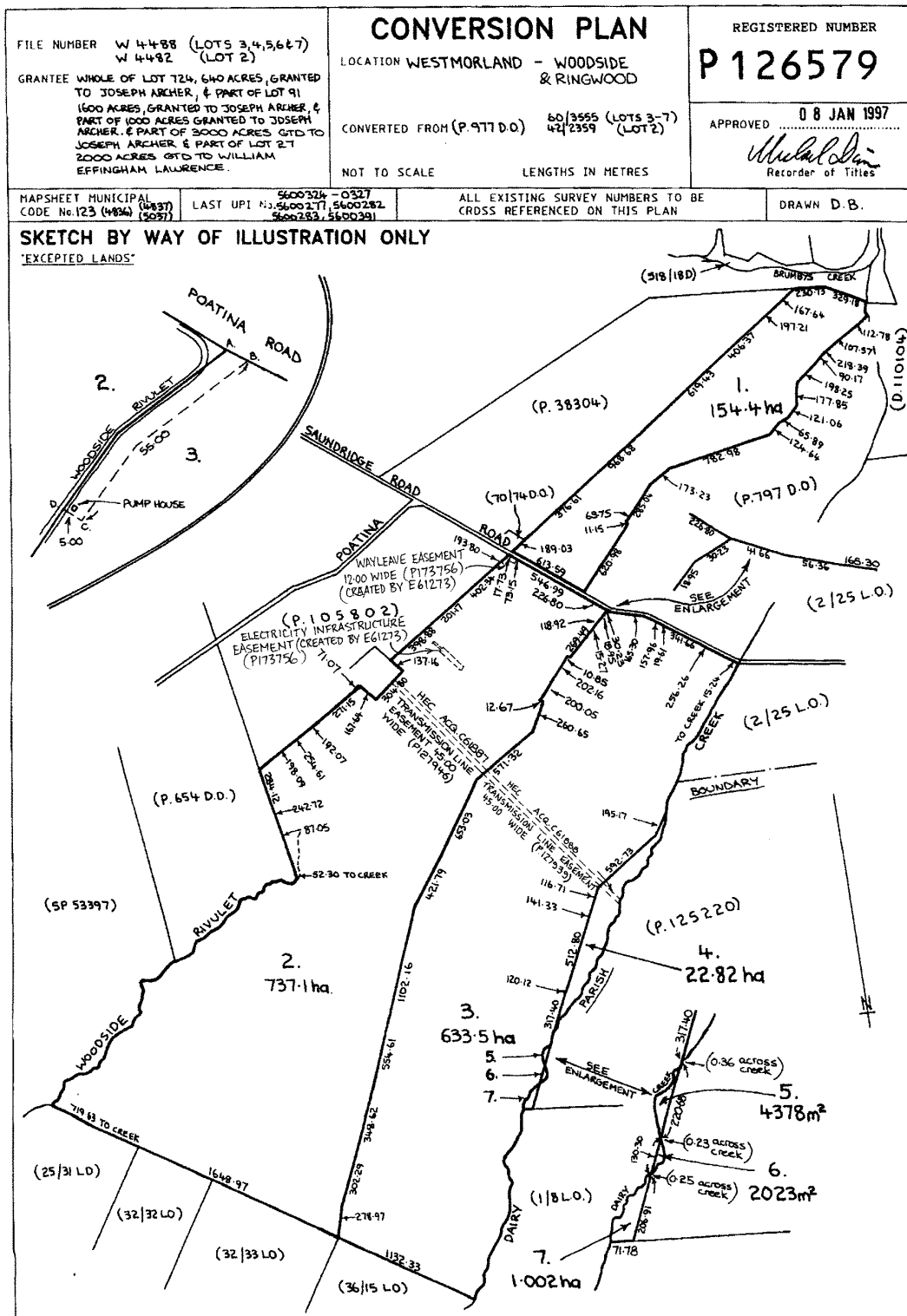
Issued Pursuant to the Land Titles Act 1980



FOLIO PLAN

RECORDER OF TITLES

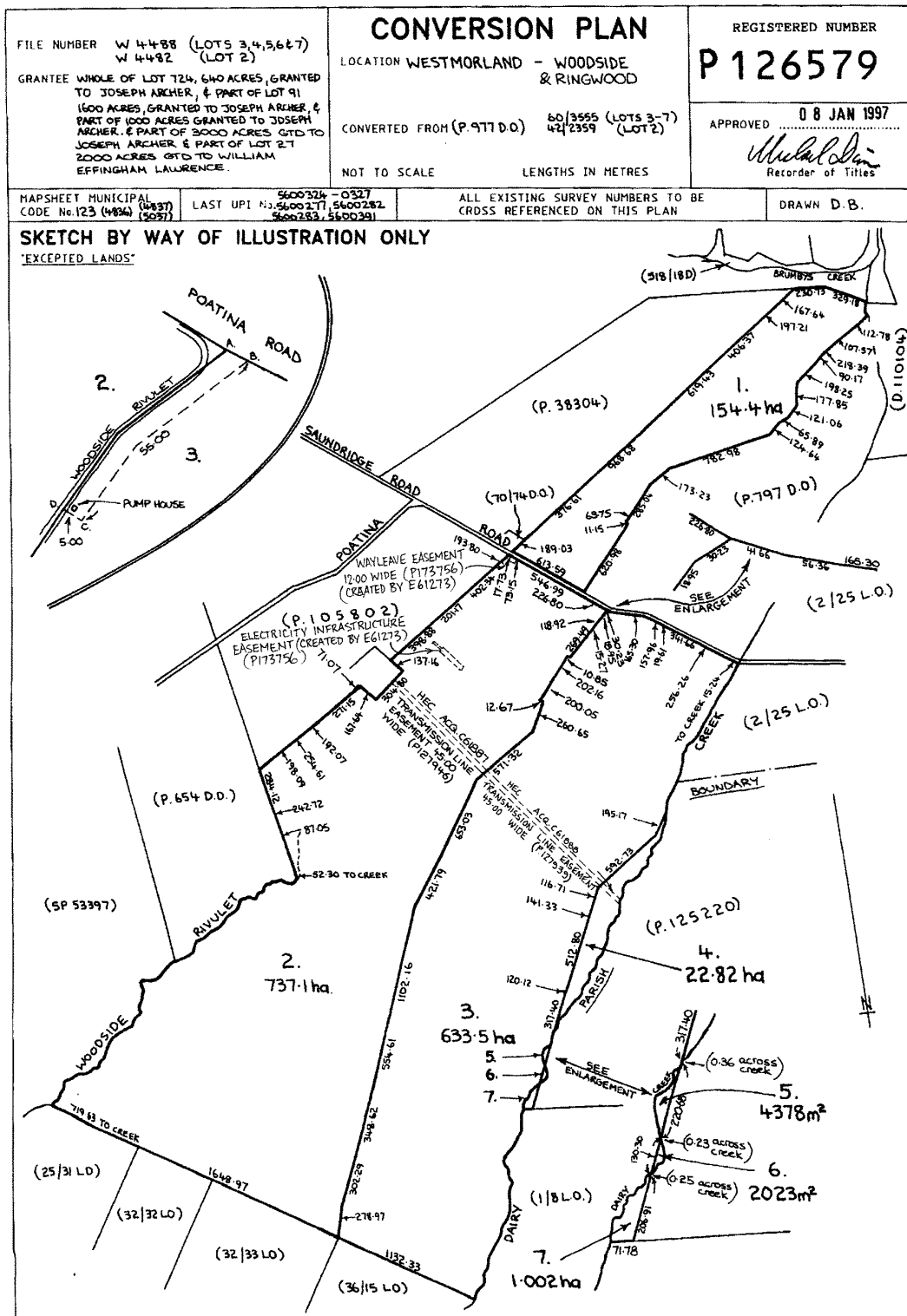
Issued Pursuant to the Land Titles Act 1980

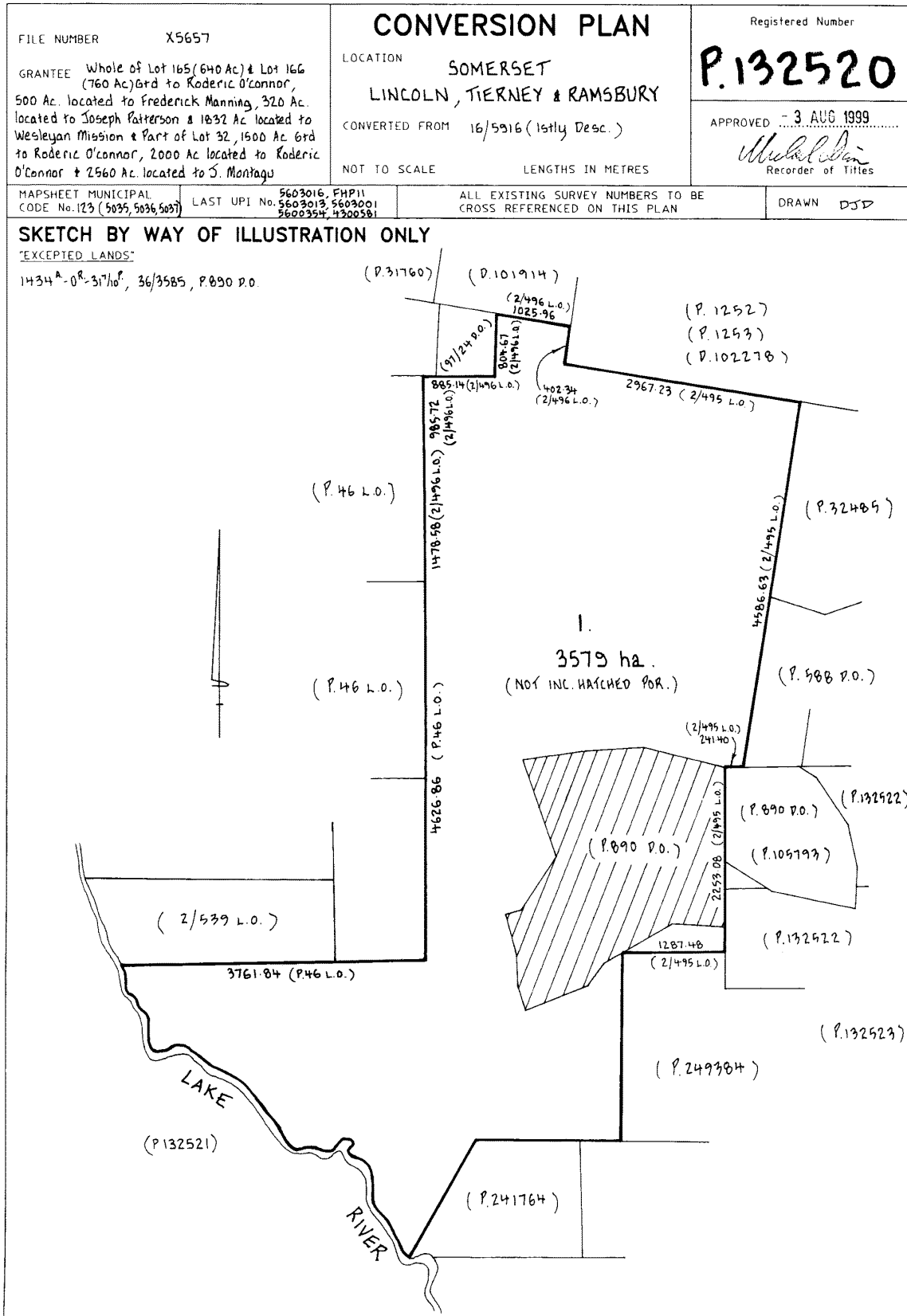


FOLIO PLAN

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980





A-183



FOLIO PLAN
RECORDER OF TITLES

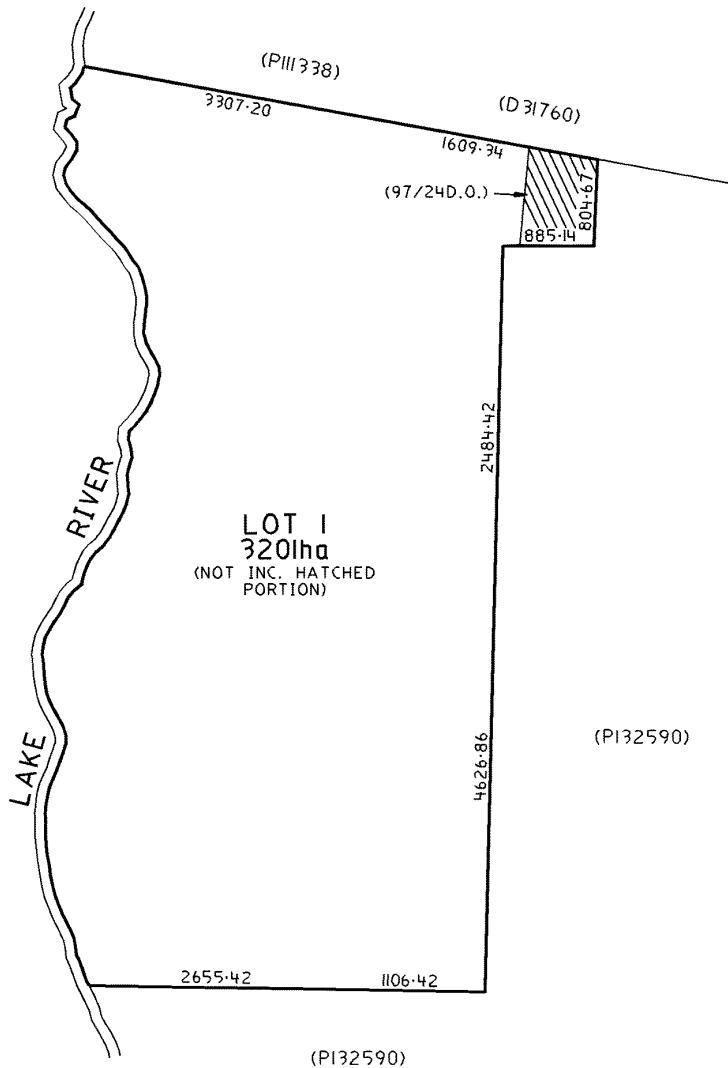
Issued Pursuant to the Land Titles Act 1980



OWNER L.T.ACT 1980		PLAN OF TITLE		Registered Number	
FOLIO REFERENCE X5677				P133307	
GRANTEE PART OF 400 ACRES GTD TO RODERIC O'CONNOR, WHOLE OF 1200 ACRES LOC TO RODERIC O'CONNOR, WHOLE OF 100 ACRES GTD TO WILLIAM ABLE, WHOLE OF 200 ACRES GTD TO ANN HIBBINS, WHOLE OF 100 ACRES GTD TO WILLIAM ABLE JR.		LOCATION		APPROVED 4 FEB. 2000	
		SOMERSET - RAMSBURY & TIERNEY			
		FIRST SURVEY PLAN No. (P46 L.O.) (2/496 L.O.)		COMPILED BY LDRB	
SCALE 1: 40000		LENGTHS IN METRES			
MAPSHEET MUNICIPAL CODE No. 123 (5036,5037)	LAST UPI No SEE BELOW	LAST PLAN No.	ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN		

WHOLE OF 980 ACRES LOC TO RODERIC O'CONNOR.
 WHOLE OF 600 ACRES LOC TO JOHN WEAYELL
 WHOLE OF 1020 ACRES LOC TO RODERIC O'CONNOR
 WHOLE OF 500 ACRES LOC TO MAXWELL ROBINSON
 WHOLE OF 1200 ACRES LOC TO FRANCIS ATKINSON
 WHOLE OF LOT 745, 370 ACRES GTD TO RODERICK O'CONNOR
 WHOLE OF LOT 168, 640 ACRES GTD TO RODERIC O'CONNOR
 WHOLE OF LOT 169, 723 ACRES GTD TO RODERIC O'CONNOR
 WHOLE OF LOT 1041, 10 ACRES GTD TO ARTHUR O'CONNOR
 WHOLE OF LOT 1042, 10-0-25 GTD TO ARTHUR O'CONNOR
 WHOLE OF LOT 1043, 10 ACRES GTD TO ARTHUR O'CONNOR
 WHOLE OF LOT 1044, 10 ACRES GTD TO ARTHUR O'CONNOR

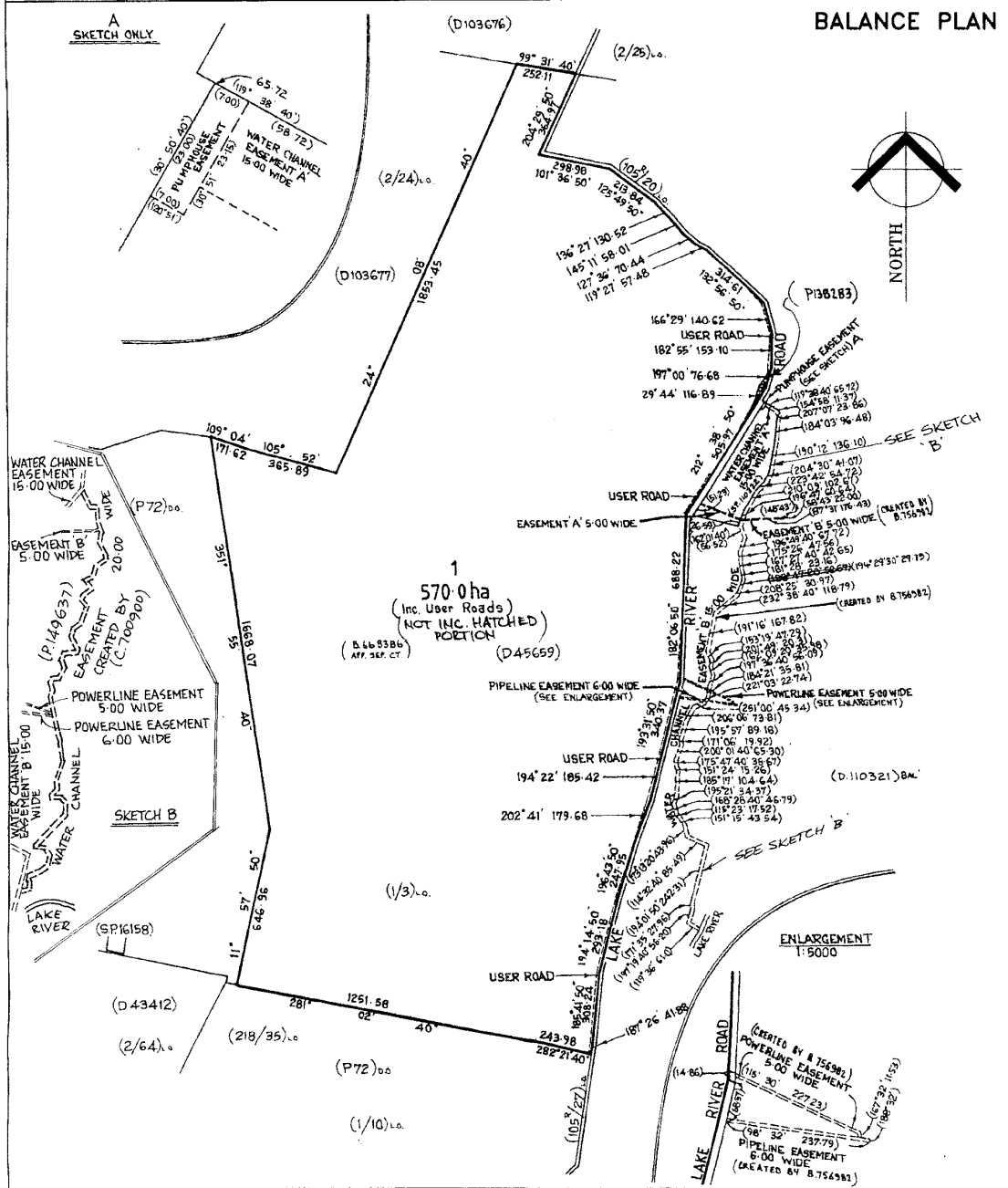
LAST UPI No	
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5602999	5603000
5603012	5603011
5603010	5603005
5603004	5603003
5603002	5603006
5603007	5603008
5603009	



DAB

OWNER OLD PARKNOOK PROPRIETARY LIMITED	PLAN OF TITLE	REGISTERED NUMBER P 138284
FOLIO REFERENCE CT Vol 110320 Fol 1		LOCATION LAND DISTRICT OF WESTMORLAND PARISHES OF RINGWOOD & LAWRENCE
GRANTEE PART OF 500 ACRES LOCATED TO J.G. PARKER. PART OF 104.1 ACRES GRANTED TO JAMES CARNS	FIRST SURVEY PLAN No. 1 / 3 lo	COMPILED BY G.J. WALKEM & Co.
SCALE 1:1500 LENGTHS IN METRES		

MAPSHEET MUNICIPAL CODE No. 123 (5036/5037)	LAST UPI No.	LAST PLAN No. P.110320	ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN
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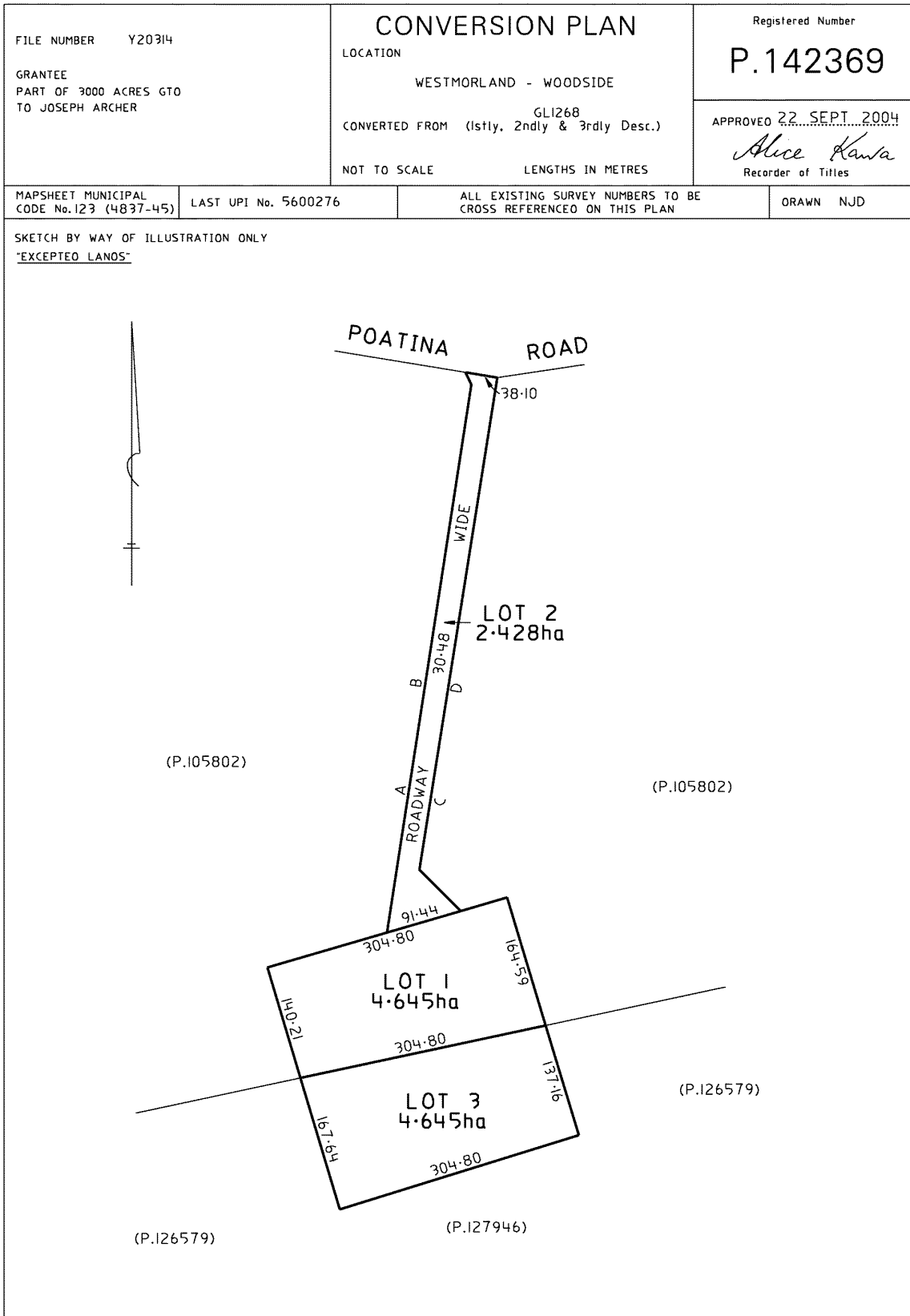




FOLIO PLAN

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980





FOLIO PLAN
RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



OWNER CONNORVILLE ESTATES PTY LTD RODERIC ALAN O'CONNOR FOLIO REFERENCE .145064-1 & 145740/1		PLAN OF SURVEY		REGISTERED NUMBER SP145786
GRANTEE PART OF 500 acres LOCATED TO W.J. RUFFEY, PART OF LOT 15, (500 acres) GTD TO W.J. RUFFEY, PART OF 500 acres LOCATED TO FREDERICK RUFFEY, PART OF 2219 acres GTD TO JAMES CUBBISTON SUTHERLAND, PART OF 500 acres GTD TO ARTHUR THOMAS GEORGE SUTHERLAND, PART OF 2243 acres GTD TO JAMES DIXON & PART OF 1000 acres GTD TO ANDREW GATENBY 1500		BY SURVEYOR C.J.COHEN OF COHEN & ASSOCIATES PTY LTD, LAUNCESTON		APPROVED EFFECTIVE FROM - 6 MAR 2006 <i>Alice Kawa</i> Recorder of Titles
LOCATION LAND DISTRICT OF SOMERSET PARISH OF LINCOLN & TIERNEY		SCALE 1 : 20 000 LENGTHS IN METRES		
MAPSHEET MUNICIPAL CODE No 123 (5036)	LAST UPI No 4300367, 4300569, 4300570, 4300573	LAST PLAN P. 145064, No P.145740	ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN	

3
SEE ANNEXURE SHEET 1

2
SEE ANNEXURE SHEET 2

1
SEE ANNEXURE SHEET 3

RIGHT OF WAY (PRIVATE) 10.00 WIDE

RIGHT OF WAY 10.06 WIDE (PRIVATE)

RIGHT OF WAY 10.00 WIDE (PRIVATE)

RIGHT OF WAY 10.00 WIDE (CREATED BY C850789) (P157544)

RIGHT OF WAY (PRIVATE) 10.00 WIDE HEREON HAS BEEN DELETED PURSUANT TO REQUEST TO AMEND MADE UNDER SECTION 103 OF THE LOCAL GOVERNMENT (BUILDING & MISCELLANEOUS PROVISIONS) ACT No.96 OF 1993.

Alice Kawa
RECORDER OF TITLES
14.1.2009

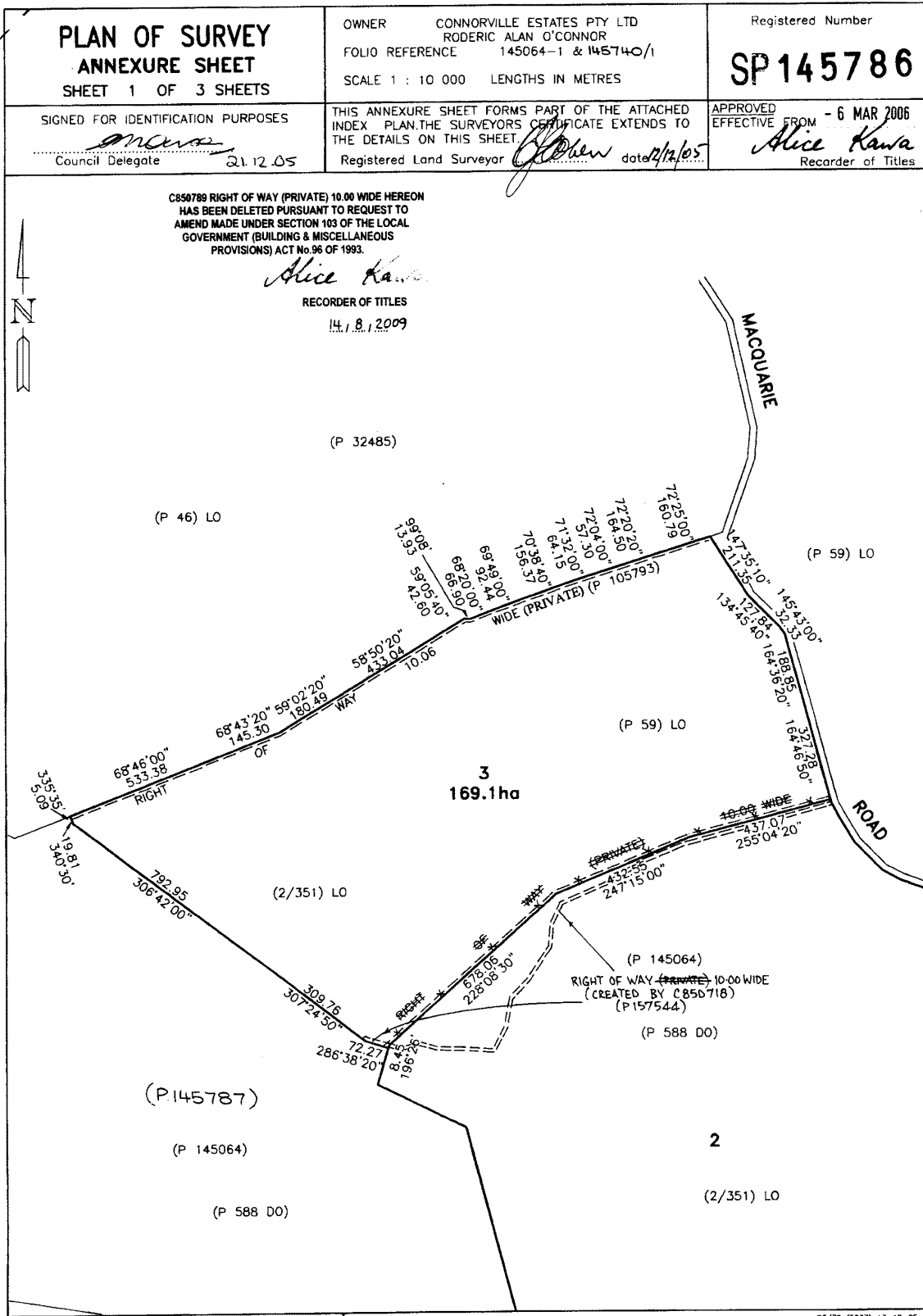
McCreary 21.12.05
COUNCIL DELEGATE DATE

23/72 (5037) 13-12-05



FOLIO PLAN
RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980

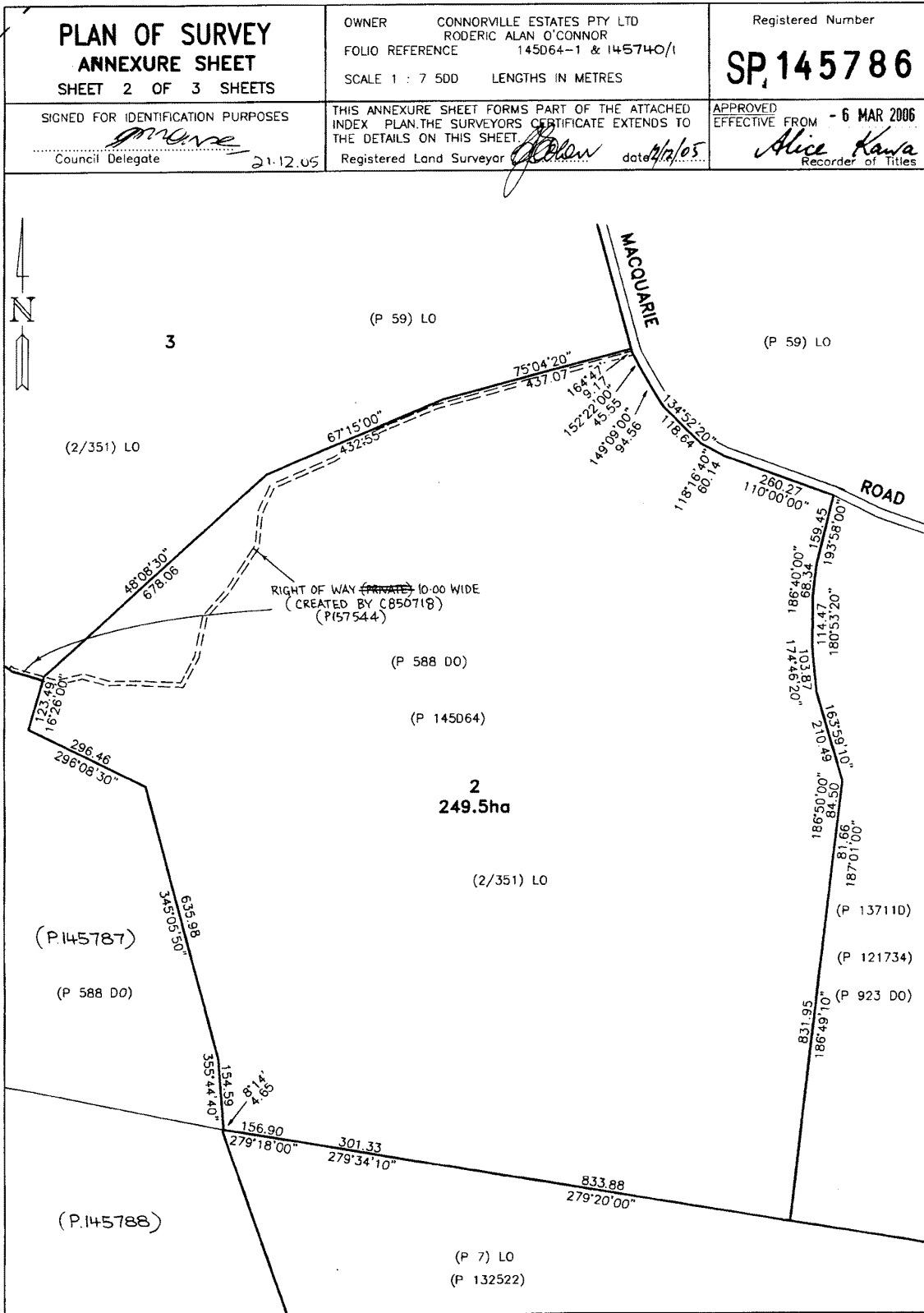




FOLIO PLAN

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980

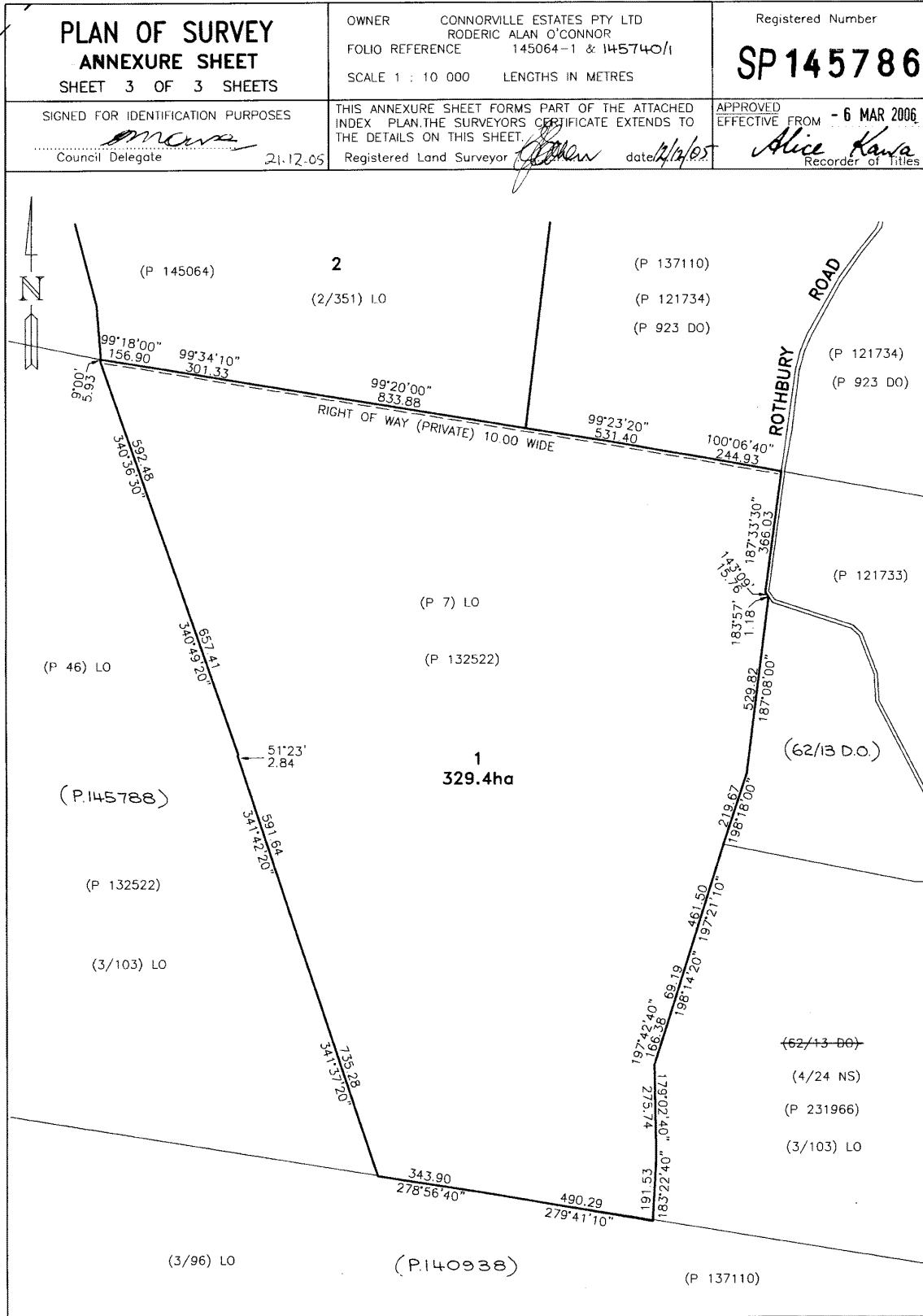


23/72 (5037) 13-12-05



FOLIO PLAN
RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



23/72 (5037) 13-12-05



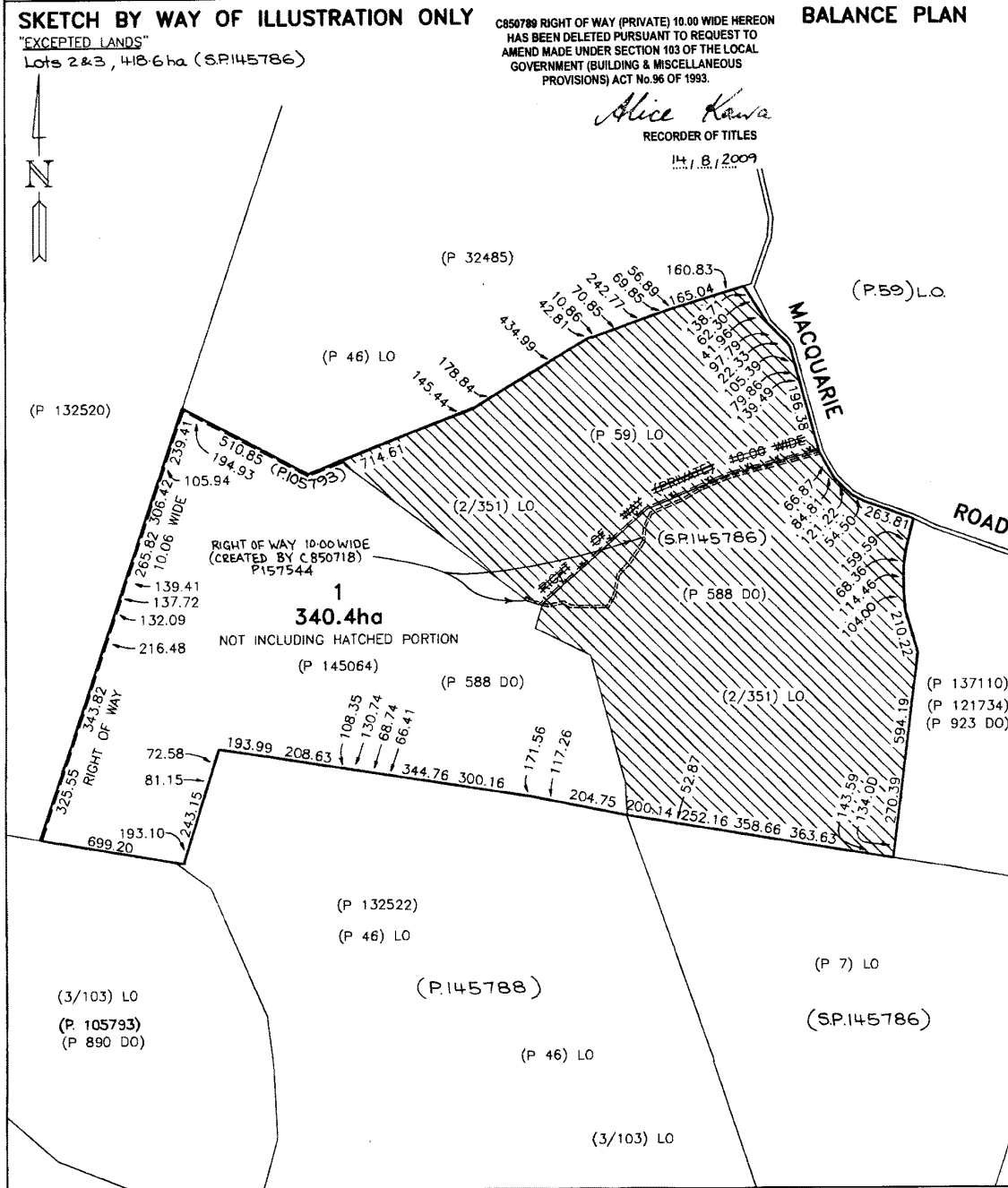
FOLIO PLAN
RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



OWNER RODERIC ALAN O'CONNOR FOLIO REFERENCE 145064-1 GRANTEE PART 1000 ACRES & 1500 ACRES GTD TO ANDREW GATENBY, PART OF 2243 ACRES GTD TO JAMES DIXON	PLAN OF TITLE		REGISTERED NUMBER P145787
	LOCATION LAND DISTRICT OF SOMERSET PARISH OF LINCOLN	CONVERTED BY PLAN No. P 146064 COMPILED BY COHEN & ASSOCIATES PTY LTD NOT TO SCALE LENGTHS IN METRES	APPROVED - 6 MAR 2006 <i>Alice Kawa</i> Recorder of Titles

MAPSHEET MUNICIPAL CODE No. 123 (5036)	LAST UPI No 4300367	LAST PLAN No P 145064	ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN
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23/72 (5037) 13-12-05

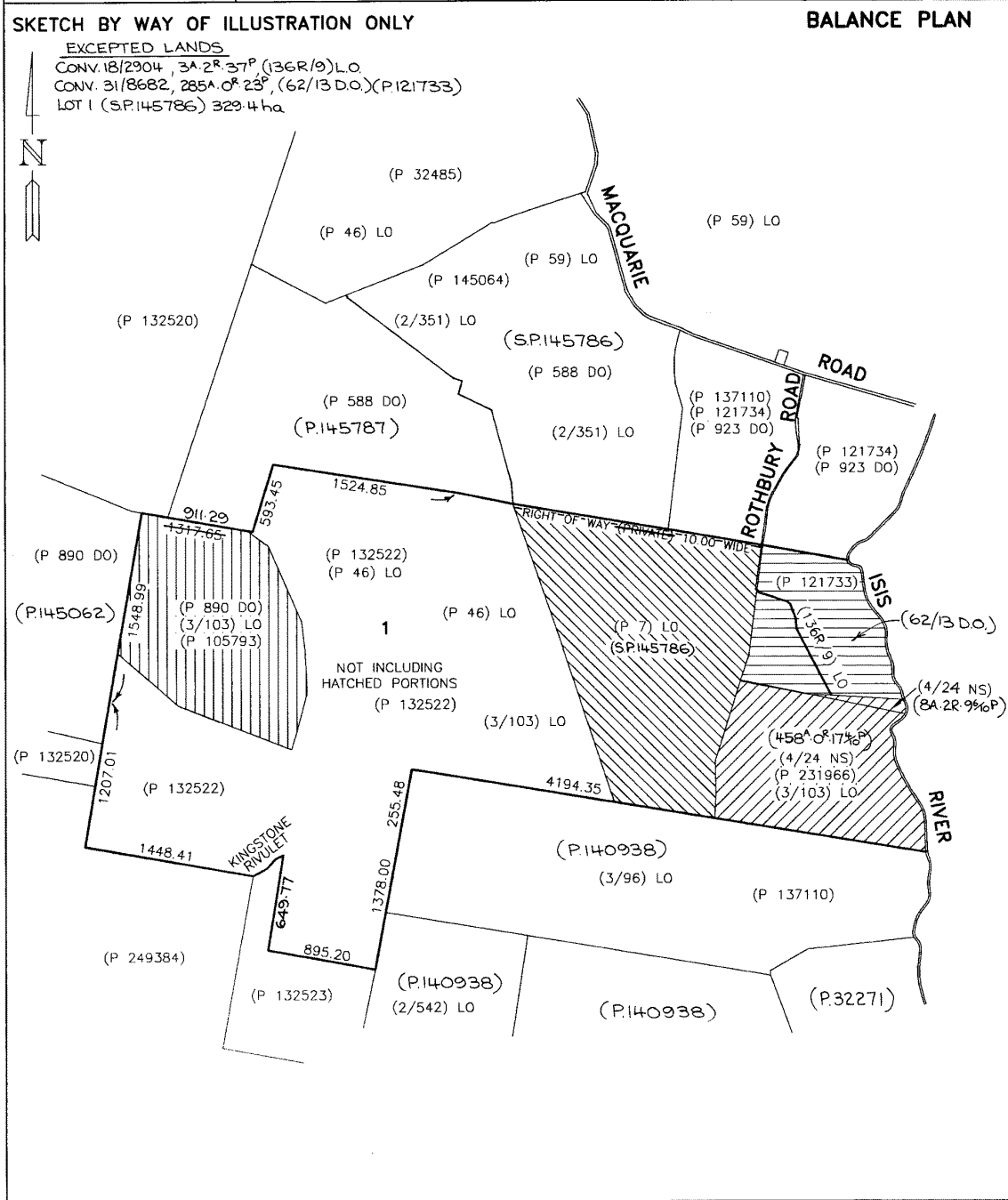


FOLIO PLAN
RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



OWNER CONNORVILLE ESTATES PTY LTD FOLIO REFERENCE F.R.145740/1 GRANTEE PART OF 500 acres LOCATED TO W.J. RUFFEY, PART OF LOT 15, (500 acres) GTD TO W.J. RUFFEY, PART OF 500 acres LOCATED TO FREDERICK RUFFEY, PART OF 2219 acres GTD TO JAMES CUBBISTON SUTHERLAND AND PART OF 500 acres GTD TO ARTHUR THOMAS GEORGE SUTHERLAND.	PLAN OF TITLE LOCATION LAND DISTRICT OF SOMERSET PARISH OF LINCOLN & TIERNEY		REGISTERED NUMBER P145788
	FIRST SURVEY PLAN No. (P.145740) COMPILED BY COHEN & ASSOCIATES PTY LTD SCALE 1 : 30 000 LENGTHS IN METRES	APPROVED - 6 MAR 2006 <i>Alice Kawa</i> Recorder of Titles	
MAPSHEET MUNICIPAL CODE No. 123 (5036)	LAST UPI No	LAST PLAN No. P.145740	ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN



23/72 (5037) 17-10-05




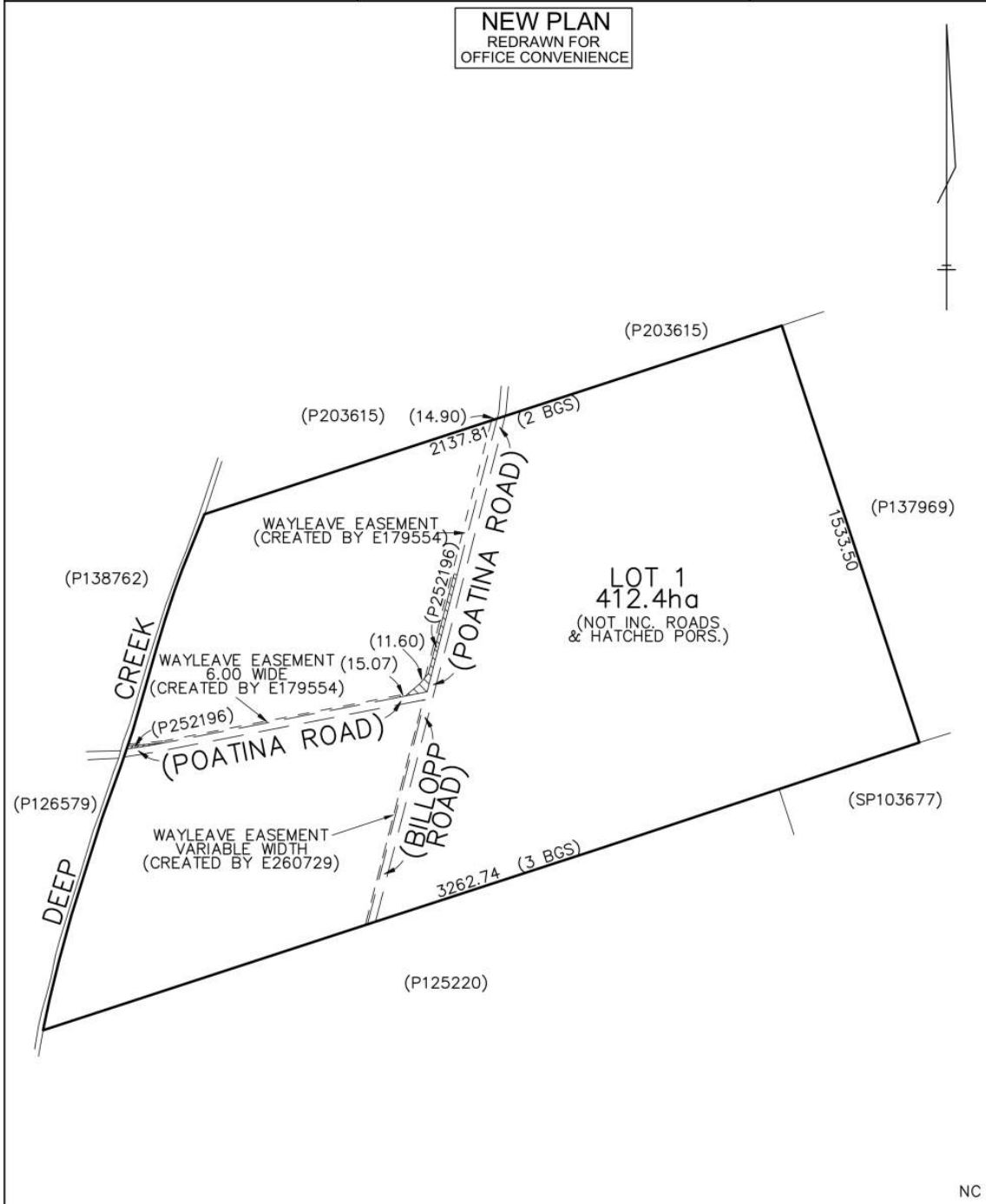
FOLIO PLAN

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



OWNER: FOLIO REFERENCE: F.R.2269/48 GRANTEE: PART OF LOT 25178, 1020A-0R-0P GTD TO JOHN JAMES GATENBY	PLAN OF TITLE LOCATION: WESTMORLAND - LAWRENCE FIRST SURVEY PLAN No: 32/5 L.O. COMPILED BY: LTO SCALE 1:12500 LENGTHS IN METRES	Registered Number P.204030 APPROVED 4 JUL 2019...  Recorder of Titles
	NEW PLAN REDRAWN FOR OFFICE CONVENIENCE	



E. R. HENRY, WHERRETT & BENJAMIN

Barristers & Solicitors

SCOTT W. LAW, B.COM., LLB.
DAVID M. REES, B.A., LLB.

YOUR REFERENCE

A.B.N. 54 809 189 312

221718

IN REPLY PLEASE QUOTE

VICTORIA CHAMBERS
9 VICTORIA STREET
HOBART, TASMANIA 7000
AUSTRALIA

G.P.O. BOX 612
HOBART, TASMANIA 7001

DX 106 Hobart
hwb@hwblawyers.com.au
TEL: 03 6220 7777
FAX: 03 6223 6487

23rd May 2023

SWL.ar:

Messrs Page Seager
Lawyers
Level 2, 179 Murray Street
HOBART TAS 7000
Attention Sarah Wilson

Dear Sarah

**RE: General Law Search Connorville Estates Pty Ltd
Conveyance 45/3666 containing 65.83ha Plan 97/24D/O Parish of Ramsbury County of Somerset
in Tasmania**

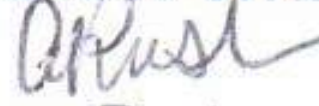
Thank you for your email and advise that our search from Conveyance 45/3666 Registration Date 4th July 1973 of the registered proprietor Connorville Estates Pty Ltd has revealed no further dealings.

We enclose copy of Deeds Office Plan 97/24 TOGETHER WITH Chart noting the surrounding titles.

We hope this assists you and thank you for your instructions.

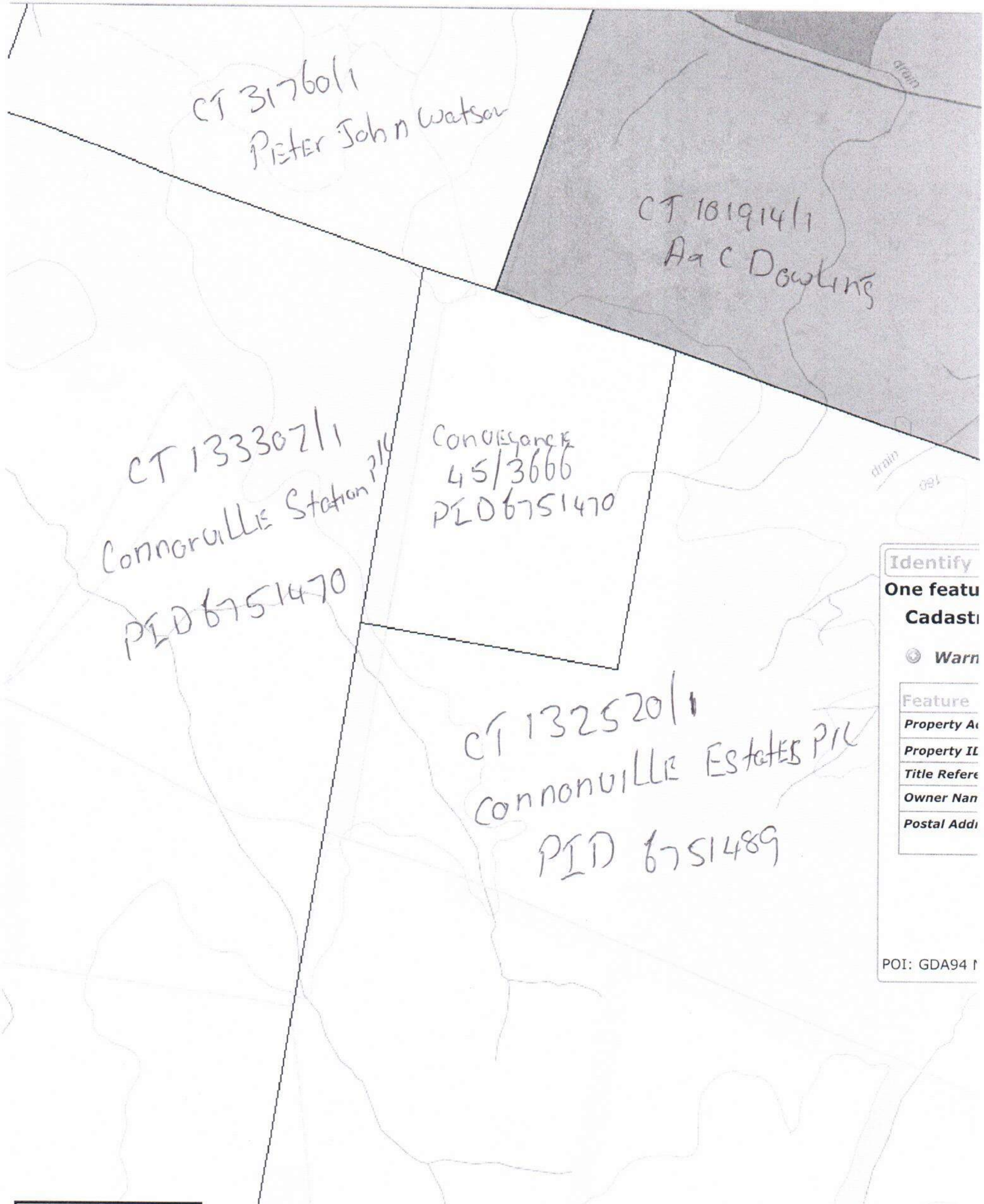
Yours faithfully,

ER HENRY WHERRETT & BENJAMIN

per: 
Andrew Rostron

23/05/2023, 16:00

LISTmap - Land Information System Tasmania



Identify

One feature

Cadastral

Warn

Feature

Property Address

Property ID

Title Reference

Owner Name

Postal Address

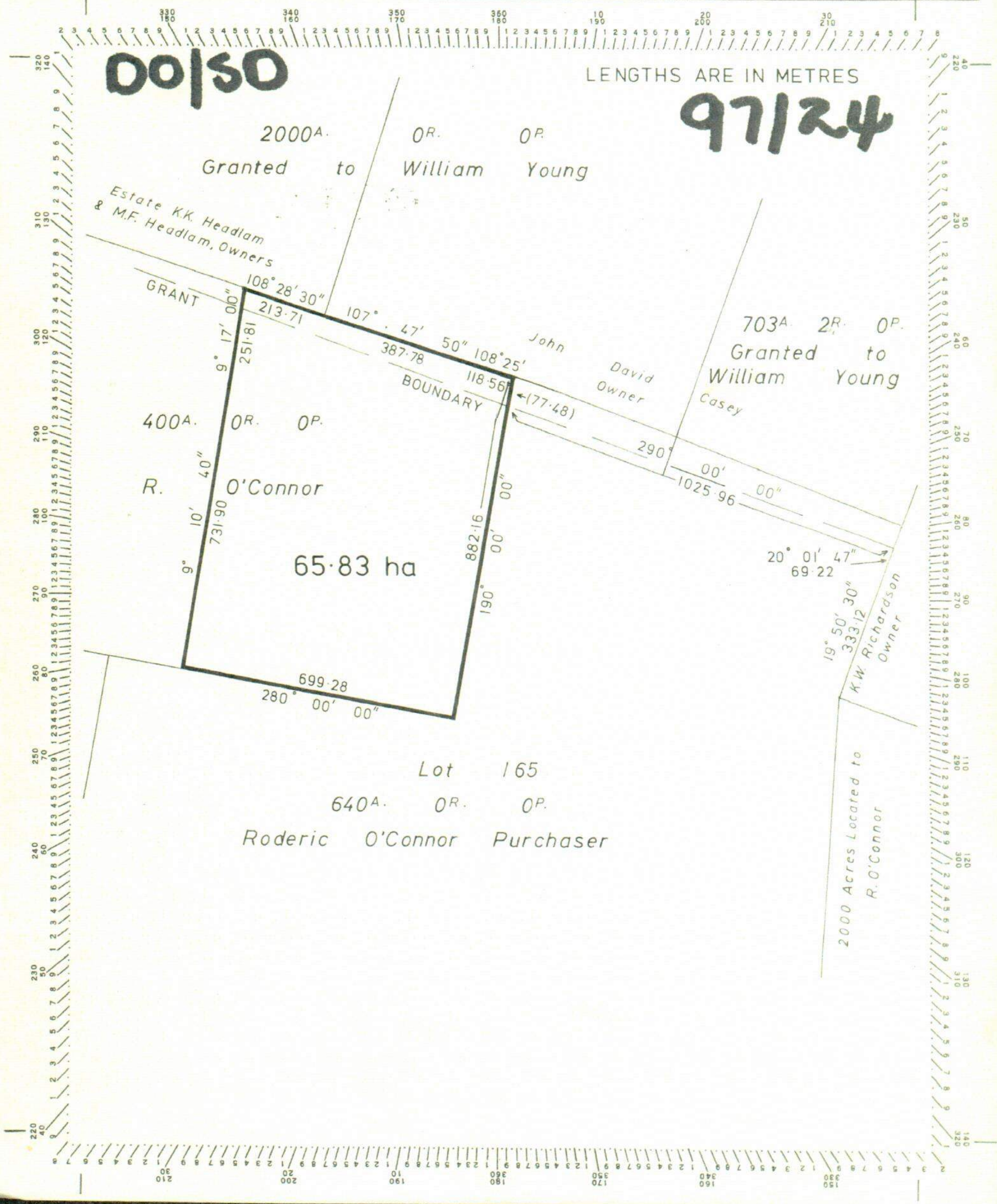
POI: GDA94 M

500 m

GDA94 MGA55 : 512463E, 5370130N 1:13,542 Disclaimer and Copyright Notice

https://maps.thelist.tas.gov.au/listmap/app/list/map?bmlayer=3&layers=210&hlayer=210&hiquery=VOLUME%3D%27101914%27+and+FOLIO%3D1&... 1/1

Owner: Connorville Station Pty. Ltd.	PLAN OF SURVEY by Surveyor J.W. Cohen of land situated in the	Registered Number: 97/24
Title Reference:	LAND DISTRICT OF SOMERSET PARISH OF RAMSBURY Scale: 1:10000	Effective from:
Grantee: Part of 400 acres, R. O'Connor and of 2000 acres and 703½ acres granted to William Young.		Recorder of titles



SCHEDULE OF EASEMENTS

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980

REGISTERED NUMBER

SP110322



SCHEDULE OF EASEMENTS

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.

INTERPRETATION

In this Schedule of Easements:—

- (a) "Balance of the land" means the land comprised in Certificate of Title Regd. Vol. 45659 Fol. 1 EXCEPTING THEREOUT Lots 1 and 2 on the plan and 570.1 ha in plan ~~Ø P110320~~
- (b) "Water channel easement" means the full and free right and liberty to construct maintain and use an open channel or drain for the passage of water including the right to convey water within the areas on the plan marked "water channel easement "A" 15.00 wide" ~~or "water channel easement "B" 15.00 wide"~~ together with the right at all times to enter into and upon the said easement with or without machinery for the purpose of inspecting cleaning repairing and maintaining the said channel or drain and to carry out all necessary work thereto causing as little damage as possible and making good all damage done or caused as a result thereof.
- (c) "pipe line easement" means the full and free right and liberty to draw water through pipes now or hereafter to

SCHEDULE OF EASEMENTS

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980

be installed as hereinafter appears within the areas marked "pipe line easement 5.00 wide" or "easement "A" 5.00 wide" or "easement "B" 5.00 wide" on the plan and for that purpose to enter thereon and to lay in and upon the pipe line easement such pipe or pipes as shall from time to time be necessary for the purposes aforesaid and to draw water through such pipes and at all times to enter into and upon the pipe line easement for the purpose of inspecting cleaning repairing maintaining removing and renewing such pipes and to carry out all necessary work thereon and to erect and or maintain a pump or pumps thereon for the purpose of drawing water causing as little damage as possible and making good all damage done under or caused thereby.

- (d) "Wayleave easement" means the right to:
- (i) Erect any pole or line of poles for the suspension thereon.
 - (ii) Lay on or below the surface within the areas marked "easement "A" 5.00 wide" and "easement "B" 5.00 wide" on the plan any cable wire conductor or apparatus for the transmission or distribution of electrical energy including the right to enter into and upon the said easement for the purpose of inspecting cleaning repairing maintaining removing or renewing the same and to carry out all necessary work thereon causing as little damage as possible and making good all damage done under or caused thereby.
- (e) "pump house easement" means the full right and liberty to construct maintain and use a pump or pumps for the purpose of pumping water within the area on the plan marked "pump house easement" together with the right at all times to enter into and upon the said area with or without machinery for the purpose of inspecting cleaning repairing and maintaining the said pump or pumps and to carry out all necessary work thereto causing as little damage as possible and making good all damage done or caused as a result thereof.

EASEMENTS

Lot 1 is subject to:-

- (a) A pump house easement as appurtenant to 570.1 ha in Plan D 2110320 over that portion of Lot 1 marked "pump house easement".



SCHEDULE OF EASEMENTS

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



- (b) A water channel easement as appurtenant to 570.1 ha in Plan ~~Ø P110320~~ over that portion of Lot 1 marked "water channel easement "A" 15.00 wide" on the plan.
- (c) A pipe line easement as appurtenant to the balance of the land on the plan over that portion of Lot 1 marked "pipe line easement 5.00 wide" on the plan.
- (d) A wayleave easement as appurtenant to 570.1 ha in Plan ~~Ø P110320~~ and the balance of the land over that portion of Lot 1 marked "easement "A" 5.00 wide" on the plan.
- (e) A pipe line easement appurtenant to 570.1 ha in Plan ~~Ø P110320~~ over that portion of Lot 1 marked "easement "A" 5.00 wide".

Lot 1 is together with a pipe line easement and a wayleave easement over that portion of the balance of the land marked "easement "B" 5.00 wide" on the plan.

FENCING COVENANT PROVISION

The Vendor Henry Anthony Reed shall not be required to fence.

SIGNED by the said HENRY ANTHONY REED as registered proprietor of the lands comprised in Certificate of Title Regd. Volume 45659 Folio 1 in the presence of:

16 A Reed.

[Handwritten signatures]

Executed by MARU ROACH

pursuant to a delegation by the Authority under section 10 of the Tasmanian Development Act 1983 in the presence of:

Finance Officer

[Signature] Robert

[Handwritten signature]



SCHEDULE OF EASEMENTS

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



This is the schedule of easements attached to the plan of
(Insert Subdivider's Full Name)

..... affecting land in

.....
(Insert Title Reference)

Sealed by on 19.....

Solicitor's Reference
(Signature)
Council Clerk/Town Clerk

05 A 3134



SCHEDULE OF EASEMENTS

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



SCHEDULE OF EASEMENTS	Registered Number
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	SP 145786

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 1 is subject to a right of carriageway (appurtenant to the balance of the land contained in ^{LOT 1 ON} Plan No. ~~132522~~ ¹⁴⁵⁷⁴⁰) over the area marked "RIGHT OF WAY (PRIVATE) 10.00 WIDE" shown passing through Lot 1 on the plan.

Lot 3 on the plan is subject to a right of carriageway (appurtenant to Lot 1 on Plan No. 132520) over the area marked "RIGHT OF WAY (PRIVATE) 10.06 WIDE" shown passing through Lot 3 on the plan.

Lot 3 on the plan is subject to a right of carriageway (appurtenant to Lot 2 on Plan No. 105793) over the area marked "RIGHT OF WAY (PRIVATE) 10.06 WIDE" shown passing through Lot 3 on the plan.

Lot 3 on the plan is subject to a right of carriageway (appurtenant to Connorville Estates Proprietary Limited) over the area marked "RIGHT OF WAY (PRIVATE) 10.06 WIDE" shown passing through Lot 3 on the plan.

~~Lot 3 on the plan is subject to a right of carriageway (appurtenant to the balance of the land comprised in Lot 1 on Plan No. 145064) marked "RIGHT OF WAY (PRIVATE) 10.00 WIDE" shown passing through Lot 3 on the plan.~~

Right of carriageway hereon deleted by me pursuant to Request to Amend No. C850789 made under Section 103 of Local Government (Building & Miscellaneous Provisions) Act 1993

FENCING COVENANT

14 / 8 / 2009

Alice Kawa
Recorder of Titles

The owner of each lot on the plan covenants with the Vendor (Connorville Estates Pty. Ltd.) that the Vendor shall not be required to fence.

EXECUTED by CONNORVILLE ESTATES PTY.

LTD. pursuant to section 127 of the Corporations Act 2001:

[Signature]
(Sole Director) *AD*
(Sole Director/Sole Secretary)


(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: <i>Connorville Estates Pty Ltd & R.A. O'Connor</i> FOLIO REF: <i>145064/1 + 145740/1</i> SOLICITOR: <i>Douglas & Collins</i> & REFERENCE: <i>BDS: ZM 51607</i>	PLAN SEALED BY: <i>NORTHERN MIDLANDS COUNCIL</i> DATE: <i>21-Dec-2005</i> <i>27/003/383</i> REF NO. <i>[Signature]</i> Council Delegate
NOTE: The Council Delegate must sign the Certificate for the purposes of identification.	

SCHEDULE OF EASEMENTS

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980

<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 2 OF 2 PAGES</p>	<p>Registered Number</p> <p>SP 145786</p>
<p>SUBDIVIDER: - CONNORVILLE ESTATES PTY LTD and RODERIC ALAN O'CONNOR</p> <p>FOLIO REFERENCE: - 145064/1 & 145740/1</p>	
<p>EASEMENTS (continued)</p> <p>Lot 3 on the plan is subject to a right of carriageway (appurtenant to Lot 1 on Plan 145062) over the Right of Way (private) 10.06 shown passing through such lot.</p> <p>INTERPRETATION:</p> <p>Balance of land contained in Lot 1 on Plan 145740 means the balance of the land remaining in Folio of the Register Volume 145740 Folio 1 at the date of acceptance hereof after excepting thereout Lot 1 on the plan.</p> <p>Balance of land contained in Lot 1 on Plan 145064 means the balance of the land remaining in Folio of the Register Volume 145064 Folio 1 at the date of acceptance hereof after excepting thereout Lots 2 and 3 on the plan.</p> <div style="text-align: right; margin-right: 100px;">  </div> <p>SIGNED by RODERIC ALAN O'CONNOR in the presence of:</p> <p>(Witness) <i>Zilena Mallee</i> (Full name of Witness) <i>Zilena Mallee</i> (Address) <i>9-13 George St Launceston</i> (Occupation) <i>Law Clerk</i></p>	
<p>NOTE: - Every annexed sheet 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.</p>	

TASMANIAN LAND TITLES OFFICE

Notification of Agreement
under the



E45385

Land Use Planning and Approvals Act 1993
(Section 71)

DESCRIPTION OF LAND			
Folio of the Register			
Volume	Folio	Volume	Folio
110104	8		
141990	2		
101914	1		
136178	2	SEE ANNEXURE PAGE	

REGISTERED PROPRIETOR:
MORRISON CRESSY PTY LTD & THE DOMINANT OWNERS REFERRED TO IN THE AGREEMENT MENTIONED BELOW

PLANNING AUTHORITY:
NORTHERN MIDLANDS COUNCIL

Dated this 9th day of MAY 2019

I/we DESMOND JENNINGS

of the Northern Midlands Council

the abovenamed Planning Authority, certify that the above particulars are correct and that attached is a certified executed copy of the agreement between the abovenamed parties, notice of which is to be registered against the abovementioned folio of the Register.

The abovenamed Planning Authority holds the original executed Agreement.

Signed
(on behalf of the Planning Authority)

Land Titles Office Use Only

LUA Version 1

REGISTERED
19 JUL 2019
DEPUTY
RECORDER OF TITLES

Stamp Duty

THE BACK OF THIS FORM MUST NOT BE USED


PIN OR STAPLE HERE
DO NOT GUM THIS
FORM TO THE INSTRUMENT

ANNEXURE PAGE

PAGE 2 OF 2 PAGES

Vol. 110104 Fol. 8

DESCRIPTION OF LAND			
Folio of the Register			
Volume	Folio	Volume	Folio
236968	1	102278	1
169250	1	102278	2
11182	1	49065	1
173173	1	115588	4
173174	1	27683	1
115588	1	226351	1
125794	2	125795	3
156925	1	125793	1
114791	1	129212	1
152765	1	114792	2
236965	1	169251	1
169249	1	252478	6
123618	1	212720	19
123617	1	140152	1
236966	1	147755	2
140153	2	229248	1
229246	1	229249	1
107001	1	229245	1
227961	1	107001	2
229247	3	248728	2
248728	1	248727	2
103206	2	129213	1
248727	1	36419	1
125956	1	36419	2


D.P. Jennings
8/7/2019

NOTE:- Every annexed page shall 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.

Version 1

THE BACK OF THIS PAGE MUST NOT BE USED

COPY

**AGREEMENT UNDER PART 5
LAND USE PLANNING AND APPROVALS ACT 1993**

THIS AGREEMENT is made on the8th.....day of NOVEMBER.....2018

BETWEEN **NORTHERN MIDLANDS COUNCIL** of Longford in Tasmania
("Council")

AND **THE DOMINANT LAND OWNERS of the Macquarie Settlement
Irrigation Pipeline** (as set out in Schedule 1 herein) C/- Robert Peter
Henry of 767 Delmont Road Cressy in Tasmania

AND **THE SERVIENT LAND OWNERS of the Macquarie Settlement
Irrigation Pipeline** (as set out in Schedule 2 herein)

BACKGROUND

- A. The Dominant Land Owners (or, in some cases, associates of the Dominant Land Owners) have formed a partnership known as the "Macquarie Settlement Irrigation Pipeline Partnership" for the purpose of constructing and laying a Pipeline to take water from Hydro-Electric Corporation's Poatina Reregulation Pond situated at the end of the Poatina tailrace in Brumby's Creek to the Macquarie River.
- B. In September 2008 the Dominant Owners (or their associates, as the case may have been) entered into Agreements to Grant Easements with the Servient Land Owners to allow for the building of the Pipeline and the right to use and maintain it thereafter on the various Servient Lands. For clarity, it is noted that some Dominant Land Owners are also Servient Land Owners, in that they (or their associates) are members of the said Partnership, and the Pipeline runs through their property.
- C. A planning permit (P08-330) was granted by Council with respect to the pump shed (irrigation) at the south eastern corner of the Hydro-Electric Corporation's Poatina Reregulation Pond at the end of the tailrace at Poatina.

I, Bronwyn Rigby, certify that this document is a true and correct copy of the original sighted

by me at Longford on the 8 November 2018

Bronwyn Rigby
JP 5282 TASMANIA
BRONWYN RIGBY
C/- 13 Smith Street, Longford 7301
Justice of the Peace no. 5282 for Tasmania

- D. The Pipeline has been constructed and has been commissioned. At various points along its route the Pipeline has been installed under local highways under the control of Council as the highway authority, with Council's permission; namely Poatina Road, Lake River Road, Macquarie Road & Delmont Road.
- E. The Dominant Land Owners initially envisaged registering a series of transfers between themselves and the Servient Land Owners; however the logistics of preparing, executing and registering a 40-50 page easement order, together with 70 separate transfers of easement forms, has made that task impractical
- F. This Agreement provides the Dominant Land Owners and the Servient Land Owners with Pipeline rights and obligations having the effect of an easement created under section 105 of the Land Titles Act 1980. It also provides Council with indemnity where the Pipeline passes under the four local highways.
- G. Without limiting any operation or effect which this Agreement otherwise has, the Council and the Servient Owners acknowledge that this Agreement is made under Part 5 of the Act (and in particular section 71) with the intent that the burden of the Servient Owners covenants run with the land as provided for by section 79 of the Act.
- H. The parties enter this agreement:
 - (a) To give effect to the permit; and
 - (b) To provide for the matters set out in section 72(2) of the Act.

1. Interpretation & Definitions

1.1 Definitions

In this agreement-

"Act" is the Land Use Planning & Approvals Act 1993.

"Agreements to Grant Easement" means the various agreements entered into between the Dominant Land Owners (or associates of the Dominant Land Owners) and the Servient Land Owners in or about September 2008 by which the Servient Land Owners agreed to grant the Pipeline Easement to the Dominant Land Owners, on the terms and conditions more particularly contained therein;

"Authorised Person" means a Dominant Land Owner, or a person authorised by a Dominant Land Owner, and includes all contractors, employees, agents and licensees of a Dominant Land Owner;

"Dominant Land" means the land comprised in each of the folios of the Register set out in Schedule 1 which is being granted a Pipeline Easement;

“Dominant Land Owner” means a registered proprietor of Dominant Land;

“Easement Land” means those parts of the Servient Land variously marked “Pipeline Easement 10.00 Wide” & “Pipeline Easement 20.00 Wide” on the Plan;

“The Miscellaneous Act” is the Local Government (Building & Miscellaneous Provisions) Act 1993;

“Mortgagee” includes a reference to any encumbrancee or any other person which has a registered interest in either the Dominant Land or the Servient Land;

“Permit” is the permit referred to in Recital C;

“Pipeline” means the pipe or pipes installed for the purpose of conveying water from the Hydro-Electric Corporation’s Poatina Reregulation Pond at the end of the Poatina tail race to the Lake and Macquarie Rivers and parts in between; including fittings, valves, air valves, metering devices and all other ancillary equipment including equipment used for the pumping of water;

“Pipeline Easement” means the rights granted by a Servient Land Owner to a Dominant Land Owner having the effect of an easement created under Section 105 of the Land Titles Act 1980 and as more particularly set out in Schedule 3;

“Plan” means the plan registered at the Land Titles Office No. 160282;

“Planning scheme” is the Northern Midlands Planning Scheme 1995 and any amendment, modification or replacement of that scheme made pursuant to the provisions of the Act;

“Servient Land Owner” means a registered proprietor of Servient Land;

“Servient Land” means the land comprised in each of the folios of the Register set out in Schedule 2 which is subject to a Pipeline Easement.

1.2 Interpretation

In this agreement:

- (a) A reference to the Council includes a reference to any new council which has jurisdiction in respect of the land established pursuant to part 2 of the Local Government Act 1993 or any other legislation or proclamation;
- (b) A reference to the owner includes its assignees and any person bound by the covenants in it as provided for in Section 79 of the Act;
- (c) A reference to this Agreement in another instrument is a reference to this Agreement as amended, varied, novated or substituted from time to time;
- (d) A reference to a statute, ordinance, code, law or planning scheme includes a

reference to such document as amended or substituted from time to time;

- (e) A reference to a person or party includes that persons executors, administrators, successors, substitutes (including persons taking by novation), transferees, assigns and any person deriving title under such a person;
- (f) Words and expressions used both in this Agreement and in the Act, the Local Government Act 1993 or the Miscellaneous Act have the same meanings as they have in those Acts;
- (g) Words and expressions used both in this Agreement and in the planning scheme have the same meanings as they have in the planning scheme.

2. Grant of Easement

- 2.1 The Servient Land Owners grant the Dominant Land Owners a Pipeline Easement over the Easement Land.
- 2.2 The Dominant Land Owners agree to use the easement in accordance with the provisions set out in Schedule 3.
- 2.3 The Dominant Land Owners acknowledge that a Servient Land Owner may be permitted to draw water from the Pipeline in accordance with the terms of that Servient Land Owner's Agreement to Grant Easement. That use is acknowledged by each Servient Land Owner as arising pursuant to their Agreement to Grant Easement and is subject to the provisions set out in Schedule 4.
- 2.4 The Dominant Land Owners agree that they will maintain the Pipeline and keep it in good repair.
- 2.5 The Servient Land Owners agree that nothing in this Agreement detracts from their obligation to grant a registered easement over their respective lands if and whenever called upon by the Dominant Land Owners so to do, provided only that the costs and expenses of such registration is to be borne by the Dominant Land Owners requesting that registration.

3. Indemnity to Council

- 3.1 The Dominant Land Owners agree to make good and repair any damage caused to any Council maintained roads as a result of the use of the Pipeline or any malfunction of the Pipeline and further agree to keep Council indemnified in that regard.

4. Ending of the agreement

- 4.1 This Agreement ends on the first to occur of the following:
- (a) all parties agree to its ending;
 - (b) it becomes impossible to convey water through the Pipeline for a continuous period of 2 years or longer; or
 - (c) if the Pipeline is abandoned by all the Dominant Land Owners.

5. Dispute resolution

- 5.1 In the event of a dispute between a Dominant Land Owner and a Servient Land Owner as to any matter touching upon the rights created by this Agreement the following provisions will apply.
- 5.2 The Dominant Land Owner and the Servient Land Owner must use all reasonable endeavours to settle the matter in dispute within 7 days of both becoming aware of the dispute.
- 5.3 If the matter is not settled either owner may require that such dispute be resolved by an independent consultant, expert in the area of the matter under dispute, such consultant to be nominated by the President of the Law Society of Tasmania.
- 5.4 In making any determination the consultant will be deemed to be acting as an expert and not as an arbitrator.
- 5.5 Neither owner will be entitled to commence or maintain any action relating to such dispute until it has been referred to and determined by the consultant.
- 5.6 Each owner must ensure that any notice of dispute given under this clause contains full and complete particulars of the matter in dispute so as to ensure that all determinations are expeditiously completed.
- 5.7 The cost of the determination must be paid by the Dominant Land Owner and the Servient Land owner in such proportions as determined by the consultant.

6. Registration

- 6.1 The Agreement is to be registered on the folios of the Register to the Dominant Lands and the Servient Lands set out in Schedules 1 and 2.
- 6.2 The Agreement is binding upon the Dominant Land Owners and the Servient Land Owners and their successors in title.
- 6.3 The Dominant Land Owners agree to pay all costs associated with the stamping and registration of the agreement.

7. Relationship Between the Parties

- 7.1 Nothing in this Agreement creates the relationship of partnership or of principal and agent or of joint venture between the Council and any of the Dominant Land Owners or Servient Land Owners.

8. Proper Law

- 8.1 This deed of Agreement is governed by the laws of the State of Tasmania and the parties submit to the non exclusive jurisdiction of those courts and from courts competent to hear appeals therefrom.

9. Reading Down and Severability

- 9.1 If a provision of this Agreement is void or voidable by a party, unenforceable or illegal but would not be so if read down or severed from the agreement, it must be read down or severed accordingly.

10. Council's Costs

- 10.1 The Dominant Owners must immediately on demand pay to the Council the Council's costs and expenses (as between solicitor and client) relating to this Agreement and anything done before or after this Agreement for the enforcement of any obligation imposed upon the Dominant Owners under it.

11. Exercise of Powers

- 11.1 The Council and the Dominant Owner expressly acknowledge that any obligation imposed upon the Council under this Agreement does not fetter the future exercise of any statutory discretion by the Council whether in relation to the permit or the land or otherwise and the provisions of this Agreement must be read accordingly.

12. Further Documents

- 12.1 The Council, the Dominant Owners and the Servient Owners, will do all things and prepare and sign all further documents necessary to give effect to this Agreement and to ensure that this Agreement is fully carried out.

13. Disclosure of this Agreement

- 13.1 A Servient Land Owner must ensure that at any time before or after the registration of this Agreement where they sell, transfer, dispose of or in any way part with possession of the land, they first disclose the existence of and nature of this Agreement to the Servient Land Owner's successors.

14. Notices

- 14.1 A notice pursuant to this Agreement must be in writing. Notices may be served:
- (a) personally by leaving them with the party on whom they are to be served at that party's address stated in Clause 14.3; or
 - (b) by pre paid post sent to the address stated in Clause 14.3; or
 - (c) by facsimile (or by any other like method by which a written or recorded message may be sent) directed to the party on whom they are to be served at that party's address stated in Clause 14.3.
- 14.2 Notices are not effective until received by the other party and any such notice is without prejudice to any other mode of receipt, deemed to be received by such other party:
- (a) if served personally when left at the address of the other party stated in Clause 14.3;
 - (b) when mailed, three business days after being put into the post addressed to such party at that address; and
 - (c) if made by facsimile or any other like method upon the production of a transmission report by a machine from which the transmission was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient stated in Clause 14.3.
- 14.3 The addresses of the parties for service of notices are as follows:

Northern Midlands Council
PO Box 156
LONGFORD TAS 7301
Ph: 6397 7303
Facsimile: 6397 7331

Dominant Land Owners:
Mr. R.P. Henry
767 Delmont Road
CRESSY TAS 7302
Ph: 6398 5122

Servient Land Owners who are not Dominant Land Owners their addresses are as noted in the Second Schedule.

15. Counterparts

- 15.1 This document may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the document of each party who has executed and delivered that counterpart.

16. Successors in title

- 16.1 The Servient Owners, Dean Andrew Allan and Amanda Jane Allan, enter into this Agreement as the successors in title to the land formerly owned by Henry Arthur Bye and pursuant to the Agreement to Grant Easement between the Henry Arthur Bye and the Dominant Owners.
- 16.2 The Servient Owners Morrison Cressy Pty Ltd enter into this Agreement as the successors in title to the land formerly owned by Aganz Enterprises Pty Ltd and pursuant to the Agreement to Grant Easement between Aganz Enterprises Pty Ltd and the Dominant Owners.
- 16.3 The Dominant Owners GF Rigney, RW Rigney and AG Rigney enter into this Agreement as the successors in title to the partnership interest owned by Skerritt Farms Pty Ltd.
- 16.4 The Dominant Owners D.T. & M.D. Hingston Pty Ltd, R.E. & R.A. Davey Pty Ltd and Stewarton Pty Ltd enter into this Agreement as the successors in title (or as an associate to the successor in title) to the partnership interest formerly owned by Barton Youl Pty Ltd.
- 16.5 The Dominant Owners D.T. & M.D. Hingston Pty Ltd, R.E. & R.A. Davey Pty Ltd and Stewarton Pty Ltd enter into this Agreement as the successors in title (or as an associate to the successor in title) to the partnership interest formerly owned by Francis Leslie Dowling.
- 16.6 The Dominant Owner Woodrising Properties Pty Ltd enters into this Agreement as successor in title to portion of the land formerly owned by R.P. & V.K. Henry and is the associate of Woodrising Properties Unit Trust that acquired a portion of the partnership interest from Symbister Pty Ltd.
- 16.7 The Dominant Owner Stewarton Pty Ltd enters into this Agreement as the successor in title (or as an associate to the successor in title) to a portion of the partnership interest formerly owned by TPI Enterprises Ltd.

EXECUTED AS A DEED

Planning authority certification

EXECUTED by NORTHERN MIDLANDS
COUNCIL



[Signature]
Desmond P Jennings
General Manager

Dominant Land Owner execution

SIGNED SEALED AND DELIVERED by
ROBERT PETER HENRY in the presence of:

Witness *[Signature]*
Full name Lauretta Atley
Address 3638 Macquarie Rd, Cressy
Occupation Business Manager

[Signature]
Robert Peter Henry

SIGNED SEALED AND DELIVERED by VINA
KATHRYN HENRY in the presence of:

Witness *[Signature]*
Full name Lauretta Atley
Address 3638 Macquarie Rd, Cressy
Occupation Business Manager

[Signature]
Vina Kathryn Henry

Mrs Henry has also witnessed other parties signatures

EXECUTED by WOODRISING PROPERTIES
PTY LTD pursuant to Section 127 of the
Corporations Act:

[Signature]
(Director)

[Signature]
(Director)

who is this?

EXECUTED by KETTERINGHAM PTY LTD
pursuant to Section 127 of the Corporations Act:

[Signature]
(Director)

[Signature]
(Director)

EXECUTED by TPI ENTERPRISES PTY LTD
pursuant to Section 127 of the Corporations Act:

[Signature]
(Director)
SOLE DIRECTOR 2

[Signature]
(Director)

EXECUTED by BLAIR ATHOLL PTY LTD
pursuant to Section 127 of the Corporations Act:

[Signature]
(Sole Director/Sole Secretary)

EXECUTED by MT JOY PTY LTD pursuant to
Section 127 of the Corporations Act:

[Signature]
(Director)

[Signature]
(Director)

SIGNED SEALED AND DELIVERED by DAVID HAROLD ARCHER in the presence of:

Witness [Signature]
Full name VINA KATHRYN HENRY
Address 767 Delmont Road, Cressy
Occupation Administration Officer

ALSO PART 7 2011 REGISTRATION

[Signature]
David Harold Archer

SIGNED SEALED AND DELIVERED by
ELIZABETH JANE ARCHER in the presence of:

Witness [Signature]
Full name Vina Kathryn Henry
Address 767 Delmont Road, Cressy
Occupation Administration Officer

K110006


[Signature]
Elizabeth Jane Archer

EXECUTED by DT & MD HINGSTON PTY LTD
pursuant to Section 127 of the Corporations Act:

[Signature]
(Director)

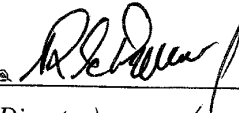
[Signature]
(Director)

EXECUTED by STEWARTON PTY LTD pursuant to Section 127 of the Corporations Act:



(Sole Director/Sole Secretary)

EXECUTED by RE & RA DAVEY PTY LTD pursuant to Section 127 of the Corporations Act:




(Director)



(Director)


SIGNED SEALED AND DELIVERED by ALLEN GRAEME RIGNEY in the presence of:


Witness 
Full name *Katherine Elizabeth Christie*
Address *62 Mulgrave st Perth Tasmania*
Occupation *Education*



Allen Graeme Rigney


SIGNED SEALED AND DELIVERED by ROBERT WILLIAM RIGNEY in the presence of:


Witness 
Full name *Katherine Elizabeth Christie*
Address *62 Mulgrave st Perth Tasmania*
Occupation *Education*



Robert William Rigney

SIGNED SEALED AND DELIVERED by GEORGE FRANCIS RIGNEY in the presence of:

Witness 
Full name *Katherine Elizabeth Christie*
Address *62 Mulgrave st Perth TASmania*
Occupation *Education*



George Francis Rigney

Servient Land Owner execution

EXECUTED by MORRISON CRESSY PTY LTD
pursuant to Section 127 of the Corporations Act:

[Signature]
(Director)

[Signature: Ian A. Morrison]
(Director)

EXECUTED by PISA PTY LTD pursuant to Section
127 of the Corporations Act:

[Signature: Ian A. Morrison]
(Director)

[Signature]
(Director)

SIGNED SEALED AND DELIVERED by
GORDON JOHNSON MALCOLM BAYLES in the
presence of:

Witness [Signature: V.K. Henry]
Full name Vina Kathryn Henry
Address 767 Delmont Road Cressy
Occupation Administration Officer

*PARTY TO
THIS
Agreement*

[Signature: Gordon Johnson Malcolm Bayles]
Gordon Johnson Malcolm Bayles

SIGNED SEALED AND DELIVERED by
SUZANNE ELIZABETH BAYLES in the presence
of:

Witness [Signature: V.K. Henry]
Full name Vina Kathryn Henry
Address 767 Delmont Road, Cressy
Occupation Administration Officer

AS ABOVE

[Signature: Suzanne Elizabeth Bayles]
Suzanne Elizabeth Bayles

EXECUTED by A & C DOWLING PTY LTD
pursuant to Section 127 of the Corporations Act:

[Signature: Andrew Dowling]
(Director)

[Signature]
(Director)

EXECUTED by MRP PTY LTD pursuant to Section 127 of the Corporations Act:

Michael J Bayles.
(Director)

Robert B Bayles.
(Director)

EXECUTED by MT JOY PTY LTD pursuant to Section 127 of the Corporations Act:

Michael J Bayles.
(Director)

Robert B Bayles.
(Director)

EXECUTED by RE & RA DAVEY PTY LTD pursuant to Section 127 of the Corporations Act:

RE Davey
(Director)

RA Davey
(Director)

SIGNED SEALED AND DELIVERED by DEAN ANDREW ALLAN in the presence of:

Witness V.K. Henry
Full name Vina Kathryn Henry
Address 767 Delmont Road, Cressy
Occupation Administration Officer

is as above

Dean Andrew Allan

SIGNED SEALED AND DELIVERED by AMANDA JANE ALLAN in the presence of:

Witness V.K. Henry
Full name Vina Kathryn Henry
Address 767 Delmont Road, Cressy
Occupation Administration Officer

is as above

Amanda Jane Allan

The following Mortgagees consent to and agree to be bound by the covenants and other terms and conditions contained in this Agreement as testified by their execution hereof.

Executed by Commonwealth Bank of Australia:

SIGNED SEALED AND DELIVERED for and on behalf of COMMONWEALTH BANK OF AUSTRALIA by its Attorney **Cheryl Ndaira** under Registration Power of Attorney No. 7216177 who certifies that he/she is **SENIOR CONVEYANCING OFFICER** of the COMMONWEALTH BANK OF AUSTRALIA and declares that he/she has received no notice of revocation of the said Power of Attorney and in the presence of:

.....
Bank Officer, Sydney

Monika Eshou

150 George Street Parramatta NSW 2150

Power of Attorneys Approval by Rabobank Australia Limited only covers the land encumbered by Rabobank Australia Limited.

Signed by RABOBANK AUSTRALIA LIMITED by its attorneys **Felicia Tung** Senior Manager and **BENJAMIN MOMENT** Manager who respectively state at the time of executing this instrument they have no notice of the revocation of the Power of Attorney registered number **7215964** under the authority of which they have executed this instrument.

Witness:

Susan Olsson
Credit Officer

Signed by Bart McCulloch (Agribusiness Manager) under Power of Attorney 684 on behalf of ANZ Banking Group Limited.

TASMANIA DEVELOPMENT & RESOURCES

Executed by **MICHAEL MANN** Pursuant to a delegation by the Authority under Section 19 of the Tasmanian Development Act 1983 in the presence of:

.....
AMANDA SPARGO



SCHEDULE 2

Servient Land Owners & folios of the Register through which the Pipeline passes and over which rights are being granted

Morrison Cressy Pty Ltd
"Forest Vale" 5467 Poatina Road Cressy 7302
Folio of the Register volume 110104 folio 8
Being the land marked AB & CD on Plan 160282

Dean Andrew Allan and Amanda Jane Allan
"Pine Vale" 5147 Poatina Road Cressy 7302
Folio of the Register volume 203615 folio 1
Being the land marked DE on Plan 160282

Gordon Malcolm Johnson Bayles and Suzanne Elizabeth Bayles
"Little Forest" 4149 Macquarie Road Cressy 7302
Folio of the Register volume 227351 folio 1
Being the land marked EF & GH on Plan 160282

Pisa Pty. Ltd.
"Pisa" 3979 Macquarie Road Cressy 7302
Folio of the Register volume 165631 folio 2
Being the land marked JK & LM on Plan 160282

A & C Dowling Pty Ltd
Folio of the Register volume 101914 folio 1
Being the land marked MN, VW & XY on Plan 160282

A & C Dowling Pty Ltd
Folio of the Register volume 141990 folio 2
Being the land marked NO on Plan 160282

MRP Pty Ltd
Folio of the Register volume 136178 folio 2
Being the land marked OP on Plan 160282

MRP Pty Ltd
Folio of the Register volume 236968 folio 1
Being the land marked PQ on Plan 160282

Mt. Joy Pty. Ltd.
Folio of the Register volume 102278 folio 2
Being the land marked RS on Plan 160282

R. E. & R. A. Davey Pty Ltd
Folio of the Register volume 169250 folio 1
Being the land marked ST on Plan 160282

SCHEDULE 3

“PIPELINE EASEMENT” means the full, free right and liberty for a Dominant Land Owner with others and machinery-

1. to enter upon the Easement Land with workers, machinery and vehicles to lay a Pipeline along, through and under the said land for the purpose of drawing water through the said pipes to provide a supply of water to the Dominant Land; and
2. to inspect, cleanse, maintain, operate and repair the said infrastructure provided that the rights granted are exercised in a proper manner so as to cause as little inconvenience as possible and to do as little damage as practicable to the said land

PROVIDED THAT:

1. Each Dominant Land Owner, who or which, enjoys the benefit of this easement (collectively called the “Macquarie Settlement Pipeline Partners”) must appoint an Authorised Person to act on their behalf
2. The Dominant Land Owners must advise the Servient Land Owners should the name of the Authorised Person be changed from time to time
3. That except in cases of emergency the Authorised Person is the only person, apart from workers when work is required to be carried out, who is authorised to access the Easement Land
4. That except in cases of an emergency, the Servient Land Owner must be given 48 hours notice of the proposed access to the Easement Land
5. Any damage to the Easement Land should be kept to a minimum and must be made good by the Dominant Land Owner or the Macquarie Settlement Pipeline Partners
6. The Authorised Person, or any other persons lawfully entering on to the Easement Land, must at all times immediately close all gates and fences so as to prevent any livestock from straying
7. The Dominant Land Owners must (either themselves or collectively with the Macquarie Settlement Pipeline Partners) indemnify the Servient Owner of the Easement Land for and against any liability, loss or damage, howsoever arising, suffered or incurred by the owner of the Easement Land as a result or by reason of the existence, use or exercise of rights under the easement or the presence of any person on the Easement Land pursuant to the easement

8. The rights so granted must only be exercised in accordance with the partnership agreements made between the Macquarie Settlement Pipeline Partners and the Servient Owners of the Easement Land dated 10 September 2008.

SCHEDULE 4

The Servient Land Owners acknowledge that their right to draw water from the Pipeline is not absolute, and is subject to the following-

1. If the flow, as measured at the Brumby's Creek below Palmers Rivulet (downstream of the outlet of the Hydro-Electric Corporation Reregulation Pond) is less than 750 megalitres per day then the maximum rate of take for the Dominant Land Owner is limited to 40 megalitres per day, in which case the Servient Land Owner's right to take water is reduced proportionately in accordance with all water being taken by the Dominant Land Owner and other owners of land through which the Pipeline passes
2. That the drawing of any water does not interfere with Hydro-Electric Corporation's hydro-generation operations
3. That neither the Dominant Land Owner, nor Hydro-Electric Corporation, can guarantee that water will be available at all times or at any time for the Servient Land Owner to draw, and nor do they warrant that the water taken will be fit for any purpose
4. That the Servient Land Owner must pay for all water that they draw from the Pipeline as stipulated in the Agreement to Grant Easement. The amount payable will be the same amount per megalitre that every other person that draws water from the Pipeline pays

SCHEDULE 1

Dominant Land Owners & folios of the Register being granted a right over the Pipeline Easement shown on Plan 160282

Robert Peter Henry & Vina Kathryn Henry
Folio of the Register volume 49065 folio 1
Folio of the Register volume 11182 folio 1
Folio of the Register volume 115588 folio 4
Folio of the Register volume 173173 folio 1
Folio of the Register volume 173174 folio 1

Woodrising Properties Pty Ltd
Folio of the Register volume 27683 folio 1
Folio of the Register volume 115588 folio 1

Ketteringham Pty Ltd
Folio of the Register volume 125795 folio 3
Folio of the Register volume 125794 folio 2
Folio of the Register volume 125793 folio 1

TPI Enterprises Ltd
Folio of the Register volume 156925 folio 1

Blair Atholl Pty Ltd
Folio of the Register volume 129212 folio 1

Mt. Joy Pty Ltd
Folio of the Register volume 114791 folio 1
Folio of the Register volume 114792 folio 2
Folio of the Register volume 152765 folio 1
Folio of the Register volume 102278 folio 2

David Harold Archer and Elizabeth Jane Archer
Folio of the Register volume 236965 folio 1

DT & MD Hingston Pty Ltd
Folio of the Register volume 102278 folio 1
Folio of the Register volume 169249 Folio 1

Stewarton Pty Ltd
Folio of the Register volume 169251 folio 1

Allen Graeme Rigney & Robert William Rigney
Folio of the Register volume 123618 folio 1

Allen Graeme Rigney
Folio of the Register volume 252478 folio 6
Folio of the Register volume 123617 folio 1
Folio of the Register volume 212720 folio 19
Folio of the Register volume 236966 folio 1

George Francis Rigney, Robert William Rigney and Allen Graeme Rigney

Folio of the Register volume 140152 folio 1

Folio of the Register volume 140153 folio 2

Folio of the Register volume 147755 folio 2

David John Downie

Folio of the Register volume 229246 folio 1

Folio of the Register volume 229248 folio 1

Folio of the Register volume 107001 folio 1

Folio of the Register volume 229249 folio 1

Folio of the Register volume 227961 folio 1

Folio of the Register volume 229245 folio 1

Folio of the Register volume 229247 folio 3

Folio of the Register volume 107001 folio 2

Folio of the Register volume 248728 folio 1

Folio of the Register volume 248728 folio 2

Folio of the Register volume 103206 folio 2

Folio of the Register volume 248727 folio 2

Folio of the Register volume 248727 folio 1

David John Downie & Suzanne Margaret Stuart Downie

Folio of the Register volume 129213 folio 1

Folio of the Register volume 125956 folio 1

Leverington Pastoral Pty Ltd

Folio of the Register volume 36419 folio 1

Folio of the Register volume 36419 folio 2

A & C Dowling Pty Ltd

Folio of the Register volume 101914 folio 1

Folio of the Register volume 141990 folio 2

MRP Pty Ltd

Folio of the Register volume 136178 folio 2

Folio of the Register volume 236968 folio 1

R. E. & R. A. Davey Pty Ltd

Folio of the Register volume 226351 folio 1

Folio of the Register volume 169250 folio 1

TASMANIAN LAND TITLES OFFICE

Notification of Agreement
under the
Land Use Planning and Approvals Act 1993
(Section 71)



DESCRIPTION OF LAND			
Folio of the Register			
Volume	Folio	Volume	Folio
101914	1		
136178	2		
141990	2		
SEE ANNEXURE PAGE			

REGISTERED PROPRIETOR:
A & C DOWLING PTY LTD & THE DOMINANT OWNERS REFERRED TO IN THE
AGREEMENT MENTIONED BELOW

PLANNING AUTHORITY:
NORTHERN MIDLANDS COUNCIL


Dated this 8th day of MAY 2019

I/WE DESMOND JENNINGS

of the Northern Midlands Council

the abovenamed Planning Authority, certify that the above particulars are correct and that attached is a certified executed copy of the agreement between the abovenamed parties, notice of which is to be registered against the abovementioned folio of the Register.

The abovenamed Planning Authority holds the original executed Agreement.


Signed
(on behalf of the Planning Authority)

Land Titles Office Use Only

LUA Version 1

REGISTERED
19 JUL 2019
DEPUTY
RECORDER OF TITLES

Stamp Duty

THE BACK OF THIS FORM MUST NOT BE USED


PIN OR STAPLE HERE
DO NOT GUM THIS
FORM TO THE INSTRUMENT

ANNEXURE PAGE

PAGE 2 OF 2 PAGES

Vol. 101914 Fol. 1

DESCRIPTION OF LAND			
Folio of the Register			
Volume	Folio	Volume	Folio
236968	1	102278	1
169250	1	102278	2
11182	1	49065	1
173173	1	115588	4
173174	1	27683	1
115588	1	226351	1
125794	2	125795	3
156925	1	125793	1
114791	1	129212	1
152765	1	114792	2
236965	1	169251	1
169249	1	252478	6
123618	1	212720	19
123617	1	140152	1
236966	1	147755	2
140153	2	229248	1
229246	1	229249	1
107001	1	229245	1
227961	1	107001	2
229247	3	248728	2
248728	1	248727	2
103206	2	129213	1
248727	1	36419	1
125956	1	36419	2


D.P. Jennings
8/7/2019

NOTE:- Every annexed page shall 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.

Version 1

THE BACK OF THIS PAGE MUST NOT BE USED

COPY

**AGREEMENT UNDER PART 5
LAND USE PLANNING AND APPROVALS ACT 1993**

THIS AGREEMENT is made on the^{8th}.....day of NOVEMBER.....2018

BETWEEN **NORTHERN MIDLANDS COUNCIL** of Longford in Tasmania
("Council")

AND **THE DOMINANT LAND OWNERS of the Macquarie Settlement
Irrigation Pipeline** (as set out in Schedule 1 herein) C/- Robert Peter
Henry of 767 Delmont Road Cressy in Tasmania

AND **THE SERVIENT LAND OWNERS of the Macquarie Settlement
Irrigation Pipeline** (as set out in Schedule 2 herein)

BACKGROUND

- A. The Dominant Land Owners (or, in some cases, associates of the Dominant Land Owners) have formed a partnership known as the "Macquarie Settlement Irrigation Pipeline Partnership" for the purpose of constructing and laying a Pipeline to take water from Hydro-Electric Corporation's Poatina Reregulation Pond situated at the end of the Poatina tailrace in Brumby's Creek to the Macquarie River.
- B. In September 2008 the Dominant Owners (or their associates, as the case may have been) entered into Agreements to Grant Easements with the Servient Land Owners to allow for the building of the Pipeline and the right to use and maintain it thereafter on the various Servient Lands. For clarity, it is noted that some Dominant Land Owners are also Servient Land Owners, in that they (or their associates) are members of the said Partnership, and the Pipeline runs through their property.
- C. A planning permit (P08-330) was granted by Council with respect to the pump shed (irrigation) at the south eastern corner of the Hydro-Electric Corporation's Poatina Reregulation Pond at the end of the tailrace at Poatina.

I, Bronwyn Rigby, certify that this document is a true and correct copy of the original sighted

by me at Longford.....on the 8 November 2018

Bronwyn Rigby JP 5282 Tasmania
BRONWYN RIGBY
C/- 13 Smith Street, Longford 7301
Justice of the Peace no. 5282 for Tasmania

- D. The Pipeline has been constructed and has been commissioned. At various points along its route the Pipeline has been installed under local highways under the control of Council as the highway authority, with Council's permission; namely Poatina Road, Lake River Road, Macquarie Road & Delmont Road.
- E. The Dominant Land Owners initially envisaged registering a series of transfers between themselves and the Servient Land Owners; however the logistics of preparing, executing and registering a 40-50 page easement order, together with 70 separate transfers of easement forms, has made that task impractical
- F. This Agreement provides the Dominant Land Owners and the Servient Land Owners with Pipeline rights and obligations having the effect of an easement created under section 105 of the Land Titles Act 1980. It also provides Council with indemnity where the Pipeline passes under the four local highways.
- G. Without limiting any operation or effect which this Agreement otherwise has, the Council and the Servient Owners acknowledge that this Agreement is made under Part 5 of the Act (and in particular section 71) with the intent that the burden of the Servient Owners covenants run with the land as provided for by section 79 of the Act.
- H. The parties enter this agreement:
 - (a) To give effect to the permit; and
 - (b) To provide for the matters set out in section 72(2) of the Act.

1. Interpretation & Definitions

1.1 Definitions

In this agreement-

"Act" is the Land Use Planning & Approvals Act 1993.

"Agreements to Grant Easement" means the various agreements entered into between the Dominant Land Owners (or associates of the Dominant Land Owners) and the Servient Land Owners in or about September 2008 by which the Servient Land Owners agreed to grant the Pipeline Easement to the Dominant Land Owners, on the terms and conditions more particularly contained therein;

"Authorised Person" means a Dominant Land Owner, or a person authorised by a Dominant Land Owner, and includes all contractors, employees, agents and licensees of a Dominant Land Owner;

"Dominant Land" means the land comprised in each of the folios of the Register set out in Schedule 1 which is being granted a Pipeline Easement;

“Dominant Land Owner” means a registered proprietor of Dominant Land;

“Easement Land” means those parts of the Servient Land variously marked

“Pipeline Easement 10.00 Wide” & “Pipeline Easement 20.00 Wide” on the Plan;

“The Miscellaneous Act” is the Local Government (Building & Miscellaneous Provisions) Act 1993;

“Mortgagee” includes a reference to any encumbrancee or any other person which has a registered interest in either the Dominant Land or the Servient Land;

“Permit” is the permit referred to in Recital C;

“Pipeline” means the pipe or pipes installed for the purpose of conveying water from the Hydro-Electric Corporation’s Poatina Reregulation Pond at the end of the Poatina tail race to the Lake and Macquarie Rivers and parts in between; including fittings, valves, air valves, metering devices and all other ancillary equipment including equipment used for the pumping of water;

“Pipeline Easement” means the rights granted by a Servient Land Owner to a Dominant Land Owner having the effect of an easement created under Section 105 of the Land Titles Act 1980 and as more particularly set out in Schedule 3;

“Plan” means the plan registered at the Land Titles Office No. 160282;

“Planning scheme” is the Northern Midlands Planning Scheme 1995 and any amendment, modification or replacement of that scheme made pursuant to the provisions of the Act;

“Servient Land Owner” means a registered proprietor of Servient Land;

“Servient Land” means the land comprised in each of the folios of the Register set out in Schedule 2 which is subject to a Pipeline Easement.

1.2 Interpretation

In this agreement:

- (a) A reference to the Council includes a reference to any new council which has jurisdiction in respect of the land established pursuant to part 2 of the Local Government Act 1993 or any other legislation or proclamation;
- (b) A reference to the owner includes its assignees and any person bound by the covenants in it as provided for in Section 79 of the Act;
- (c) A reference to this Agreement in another instrument is a reference to this Agreement as amended, varied, novated or substituted from time to time;
- (d) A reference to a statute, ordinance, code, law or planning scheme includes a

reference to such document as amended or substituted from time to time;

- (e) A reference to a person or party includes that persons executors, administrators, successors, substitutes (including persons taking by novation), transferees, assigns and any person deriving title under such a person;
- (f) Words and expressions used both in this Agreement and in the Act, the Local Government Act 1993 or the Miscellaneous Act have the same meanings as they have in those Acts;
- (g) Words and expressions used both in this Agreement and in the planning scheme have the same meanings as they have in the planning scheme.

2. Grant of Easement

- 2.1 The Servient Land Owners grant the Dominant Land Owners a Pipeline Easement over the Easement Land.
- 2.2 The Dominant Land Owners agree to use the easement in accordance with the provisions set out in Schedule 3.
- 2.3 The Dominant Land Owners acknowledge that a Servient Land Owner may be permitted to draw water from the Pipeline in accordance with the terms of that Servient Land Owner's Agreement to Grant Easement. That use is acknowledged by each Servient Land Owner as arising pursuant to their Agreement to Grant Easement and is subject to the provisions set out in Schedule 4.
- 2.4 The Dominant Land Owners agree that they will maintain the Pipeline and keep it in good repair.
- 2.5 The Servient Land Owners agree that nothing in this Agreement detracts from their obligation to grant a registered easement over their respective lands if and whenever called upon by the Dominant Land Owners so to do, provided only that the costs and expenses of such registration is to be borne by the Dominant Land Owners requesting that registration.

3. Indemnity to Council

- 3.1 The Dominant Land Owners agree to make good and repair any damage caused to any Council maintained roads as a result of the use of the Pipeline or any malfunction of the Pipeline and further agree to keep Council indemnified in that regard.

4. Ending of the agreement

- 4.1 This Agreement ends on the first to occur of the following:
- (a) all parties agree to its ending;
 - (b) it becomes impossible to convey water through the Pipeline for a continuous period of 2 years or longer; or
 - (c) if the Pipeline is abandoned by all the Dominant Land Owners.

5. Dispute resolution

- 5.1 In the event of a dispute between a Dominant Land Owner and a Servient Land Owner as to any matter touching upon the rights created by this Agreement the following provisions will apply.
- 5.2 The Dominant Land Owner and the Servient Land Owner must use all reasonable endeavours to settle the matter in dispute within 7 days of both becoming aware of the dispute.
- 5.3 If the matter is not settled either owner may require that such dispute be resolved by an independent consultant, expert in the area of the matter under dispute, such consultant to be nominated by the President of the Law Society of Tasmania.
- 5.4 In making any determination the consultant will be deemed to be acting as an expert and not as an arbitrator.
- 5.5 Neither owner will be entitled to commence or maintain any action relating to such dispute until it has been referred to and determined by the consultant.
- 5.6 Each owner must ensure that any notice of dispute given under this clause contains full and complete particulars of the matter in dispute so as to ensure that all determinations are expeditiously completed.
- 5.7 The cost of the determination must be paid by the Dominant Land Owner and the Servient Land owner in such proportions as determined by the consultant.

6. Registration

- 6.1 The Agreement is to be registered on the folios of the Register to the Dominant Lands and the Servient Lands set out in Schedules 1 and 2.
- 6.2 The Agreement is binding upon the Dominant Land Owners and the Servient Land Owners and their successors in title.
- 6.3 The Dominant Land Owners agree to pay all costs associated with the stamping and registration of the agreement.

7. Relationship Between the Parties

- 7.1 Nothing in this Agreement creates the relationship of partnership or of principal and agent or of joint venture between the Council and any of the Dominant Land Owners or Servient Land Owners.

8. Proper Law

- 8.1 This deed of Agreement is governed by the laws of the State of Tasmania and the parties submit to the non exclusive jurisdiction of those courts and from courts competent to hear appeals therefrom.

9. Reading Down and Severability

- 9.1 If a provision of this Agreement is void or voidable by a party, unenforceable or illegal but would not be so if read down or severed from the agreement, it must be read down or severed accordingly.

10. Council's Costs

- 10.1 The Dominant Owners must immediately on demand pay to the Council the Council's costs and expenses (as between solicitor and client) relating to this Agreement and anything done before or after this Agreement for the enforcement of any obligation imposed upon the Dominant Owners under it.

11. Exercise of Powers

- 11.1 The Council and the Dominant Owner expressly acknowledge that any obligation imposed upon the Council under this Agreement does not fetter the future exercise of any statutory discretion by the Council whether in relation to the permit or the land or otherwise and the provisions of this Agreement must be read accordingly.

12. Further Documents

- 12.1 The Council, the Dominant Owners and the Servient Owners, will do all things and prepare and sign all further documents necessary to give effect to this Agreement and to ensure that this Agreement is fully carried out.

13. Disclosure of this Agreement

- 13.1 A Servient Land Owner must ensure that at any time before or after the registration of this Agreement where they sell, transfer, dispose of or in any way part with possession of the land, they first disclose the existence of and nature of this Agreement to the Servient Land Owner's successors.

14. Notices

- 14.1 A notice pursuant to this Agreement must be in writing. Notices may be served:
- (a) personally by leaving them with the party on whom they are to be served at that party's address stated in Clause 14.3; or
 - (b) by pre paid post sent to the address stated in Clause 14.3; or
 - (c) by facsimile (or by any other like method by which a written or recorded message may be sent) directed to the party on whom they are to be served at that party's address stated in Clause 14.3.
- 14.2 Notices are not effective until received by the other party and any such notice is without prejudice to any other mode of receipt, deemed to be received by such other party:
- (a) if served personally when left at the address of the other party stated in Clause 14.3;
 - (b) when mailed, three business days after being put into the post addressed to such party at that address; and
 - (c) if made by facsimile or any other like method upon the production of a transmission report by a machine from which the transmission was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient stated in Clause 14.3.
- 14.3 The addresses of the parties for service of notices are as follows:
- | | |
|---------------------------|-----------------------|
| Northern Midlands Council | Dominant Land Owners: |
| PO Box 156 | Mr. R.P. Henry |
| LONGFORD TAS 7301 | 767 Delmont Road |
| Ph: 6397 7303 | CRESSY TAS 7302 |
| Facsimile: 6397 7331 | Ph: 6398 5122 |
- Servient Land Owners who are not Dominant Land Owners their addresses are as noted in the Second Schedule.

15. Counterparts

- 15.1 This document may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the document of each party who has executed and delivered that counterpart.

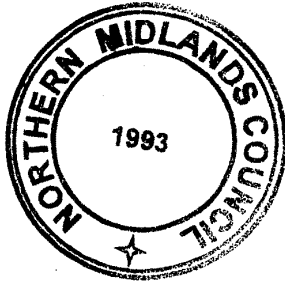
16. Successors in title

- 16.1 The Servient Owners, Dean Andrew Allan and Amanda Jane Allan, enter into this Agreement as the successors in title to the land formerly owned by Henry Arthur Bye and pursuant to the Agreement to Grant Easement between the Henry Arthur Bye and the Dominant Owners.
- 16.2 The Servient Owners Morrison Cressy Pty Ltd enter into this Agreement as the successors in title to the land formerly owned by Aganz Enterprises Pty Ltd and pursuant to the Agreement to Grant Easement between Aganz Enterprises Pty Ltd and the Dominant Owners.
- 16.3 The Dominant Owners GF Rigney, RW Rigney and AG Rigney enter into this Agreement as the successors in title to the partnership interest owned by Skerritt Farms Pty Ltd.
- 16.4 The Dominant Owners D.T. & M.D. Hingston Pty Ltd, R.E. & R.A. Davey Pty Ltd and Stewarton Pty Ltd enter into this Agreement as the successors in title (or as an associate to the successor in title) to the partnership interest formerly owned by Barton Youl Pty Ltd.
- 16.5 The Dominant Owners D.T. & M.D. Hingston Pty Ltd, R.E. & R.A. Davey Pty Ltd and Stewarton Pty Ltd enter into this Agreement as the successors in title (or as an associate to the successor in title) to the partnership interest formerly owned by Francis Leslie Dowling.
- 16.6 The Dominant Owner Woodrising Properties Pty Ltd enters into this Agreement as successor in title to portion of the land formerly owned by R.P. & V.K. Henry and is the associate of Woodrising Properties Unit Trust that acquired a portion of the partnership interest from Symbister Pty Ltd.
- 16.7 The Dominant Owner Stewarton Pty Ltd enters into this Agreement as the successor in title (or as an associate to the successor in title) to a portion of the partnership interest formerly owned by TPI Enterprises Ltd.

EXECUTED AS A DEED

Planning authority certification

EXECUTED by NORTHERN MIDLANDS
COUNCIL



[Signature]
Desmond P Jennings
General Manager

Dominant Land Owner execution

SIGNED SEALED AND DELIVERED by
ROBERT PETER HENRY in the presence of:

Witness *[Signature]*
Full name Lauretta Atley
Address 3638 Macquarie Rd, Cressy
Occupation Business Manager

[Signature]
Robert Peter Henry

SIGNED SEALED AND DELIVERED by VINA
KATHRYN HENRY in the presence of:

Witness *[Signature]*
Full name Lauretta Atley
Address 3638 Macquarie Rd, Cressy
Occupation Business Manager

[Signature]
Vina Kathryn Henry

Mrs Henry has also witnessed other parties signatures

EXECUTED by WOODRISING PROPERTIES
PTY LTD pursuant to Section 127 of the
Corporations Act:

[Signature]
(Director)

[Signature] who is this.
(Director)

EXECUTED by KETTERINGHAM PTY LTD
pursuant to Section 127 of the Corporations Act:

[Signature]
(Director)

[Signature]
(Director)

EXECUTED by TPI ENTERPRISES PTY LTD
pursuant to Section 127 of the Corporations Act:

[Signature]
(Director)
Sole Director?

[Signature]
(Director)

EXECUTED by BLAIR ATHOLL PTY LTD
pursuant to Section 127 of the Corporations Act:

[Signature]
(Sole Director/Sole Secretary)

EXECUTED by MT JOY PTY LTD pursuant to
Section 127 of the Corporations Act:

[Signature]
(Director)

[Signature]
(Director)

SIGNED SEALED AND DELIVERED by DAVID HAROLD ARCHER in the presence of:

Witness [Signature]
Full name VINA KATHRYN HENRY
Address 767 Delmont Road, Cressy
Occupation Administration Officer

*ALSO
PRATTED
THIS
DOCUMENT?*

[Signature]
David Harold Archer

SIGNED SEALED AND DELIVERED by
ELIZABETH JANE ARCHER in the presence of:

Witness [Signature]
Full name Vina Kathryn Henry
Address 767 Delmont Road, Cressy
Occupation Administration Officer

KIDNEY


[Signature]
Elizabeth Jane Archer

EXECUTED by DT & MD HINGSTON PTY LTD
pursuant to Section 127 of the Corporations Act:

[Signature]
(Director)

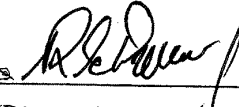
[Signature]
(Director)

EXECUTED by STEWARTON PTY LTD pursuant to Section 127 of the Corporations Act:



(Sole Director/Sole Secretary)

EXECUTED by RE & RA DAVEY PTY LTD pursuant to Section 127 of the Corporations Act:




(Director)



(Director)


SIGNED SEALED AND DELIVERED by ALLEN GRAEME RIGNEY in the presence of:


Witness 
Full name Katherine Elizabeth Christie
Address 62 Mulgrave st Perth Tasmania
Occupation Education



Allen Graeme Rigney


SIGNED SEALED AND DELIVERED by ROBERT WILLIAM RIGNEY in the presence of:

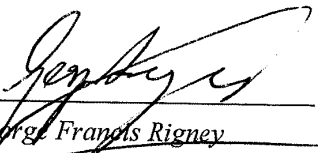
Witness 
Full name Katherine Elizabeth Christie
Address 62 Mulgrave st Perth Tasmania
Occupation Education



Robert William Rigney

SIGNED SEALED AND DELIVERED by GEORGE FRANCIS RIGNEY in the presence of:

Witness 
Full name Katherine Elizabeth Christie
Address 62 Mulgrave st Perth TASMANIA
Occupation Education



George Francis Rigney

SIGNED SEALED AND DELIVERED by DAVID JOHN DOWNIE in the presence of:

Witness SRobertson
Full name Susan Mary Robertson
Address 1028 mt Joy Rd Crossy
Occupation Retired

David John Downie
David John Downie

SIGNED SEALED AND DELIVERED by SUZANNE MARGARET STUART DOWNIE in the presence of:

Witness SRobertson
Full name Susan Mary Robertson
Address 1028 mt. Joy Rd Crossy
Occupation Retired

Suzanne Margaret Stuart Downie
Suzanne Margaret Stuart Downie

EXECUTED by LEVERINGTON PASTORAL PTY LTD pursuant to Section 127 of the Corporations Act:

David John Downie
(Director)

Sole Director?

(Director)

EXECUTED by A & C DOWLING PTY LTD pursuant to Section 127 of the Corporations Act:

Andrew Dowling
(Director)

Andrew Dowling
(Director)

Servient Land Owner execution

EXECUTED by MORRISON CRESSY PTY LTD
pursuant to Section 127 of the Corporations Act:

[Signature]
(Director)

[Signature: Ian A. Morrison]
(Director)

EXECUTED by PISA PTY LTD pursuant to Section
127 of the Corporations Act:

[Signature: Ian A. Morrison]
(Director)

[Signature]
(Director)

SIGNED SEALED AND DELIVERED by
GORDON JOHNSON MALCOLM BAYLES in the
presence of:

Witness [Signature: V.K. Henry]
Full name Vina Kathryn Henry
Address 767 Delmont Road Cressy
Occupation Administration Officer

*PART TO
THIS
AGREEMENT*

[Signature: Gordon Johnson Malcolm Bayles]
Gordon Johnson Malcolm Bayles

SIGNED SEALED AND DELIVERED by
SUZANNE ELIZABETH BAYLES in the presence
of:

Witness [Signature: V.K. Henry]
Full name Vina Kathryn Henry
Address 767 Delmont Road, Cressy
Occupation Administration Officer

AS ABOVE

[Signature: Suzanne Elizabeth Bayles]
Suzanne Elizabeth Bayles

EXECUTED by A & C DOWLING PTY LTD
pursuant to Section 127 of the Corporations Act:

[Signature: Andrew Dowling]
(Director)

[Signature]
(Director)

EXECUTED by MRP PTY LTD pursuant to Section 127 of the Corporations Act:

Michael J Bayles.
(Director)

Robert B Bayles.
(Director)

EXECUTED by MT JOY PTY LTD pursuant to Section 127 of the Corporations Act:

Michael J Bayles.
(Director)

Robert B Bayles.
(Director)

EXECUTED by RE & RA DAVEY PTY LTD pursuant to Section 127 of the Corporations Act:

Re Davey
(Director)

Ra Davey
(Director)

SIGNED SEALED AND DELIVERED by DEAN ANDREW ALLAN in the presence of:

Witness V.K. Henry
Full name Vina Kathryn Henry
Address 767 Delmont Road, Cressy
Occupation Administration Officer

is not a director

Dean Andrew Allan

SIGNED SEALED AND DELIVERED by AMANDA JANE ALLAN in the presence of:

Witness V.K. Henry
Full name Vina Kathryn Henry
Address 767 Delmont Road, Cressy
Occupation Administration Officer

is not a director

Amanda Jane Allan

The following Mortgagees consent to and agree to be bound by the covenants and other terms and conditions contained in this Agreement as testified by their execution hereof.

Executed by Commonwealth Bank of Australia:

SIGNED SEALED AND DELIVERED for and on behalf of COMMONWEALTH BANK OF AUSTRALIA by its Attorney **Cheryl Ndaira** under Registration Power of Attorney No. 72/6177 who certifies that he/she is **SENIOR CONVEYANCING OFFICER** of the COMMONWEALTH BANK OF AUSTRALIA and declares that he/she has received no notice of revocation of the said Power of Attorney and in the presence of:

.....
Bank Officer, Sydney

Monika Eshou

150 George Street Parramatta NSW 2150

Power of Attorney Approval by Rabobank Australia Limited only covers the land
Executed by Rabobank Australia Limited

Signed by RABOBANK AUSTRALIA LIMITED by its attorneys **Felicia Tung** Senior Manager and **BENJAMIN MOMENT** Manager who respectively state at the time of executing this instrument they have no notice of the revocation of the Power of Attorney registered number **7215964** under the authority of which they have executed this instrument.

Witness:

Susan Olsson
Credit Officer

Signed by **Bart McCulloch** (Agribusiness Manager) under Power of Attorney 684 on behalf of ANZ Banking Group Limited.



TASMANIA DEVELOPMENT & RESOURCES

Executed by **MICHAEL MANN** Pursuant to a delegation by the Authority under Section 19 of the Tasmanian Development Act 1983 in the presence of:

.....
AMANDA SPARGO