

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

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

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
141990	2		
227351	1		
101914	1		
136178	2	SEE ANNEXURE PAGE	

REGISTERED PROPRIETOR:
**GORDON MALCOLM JOHNSON BAYLES AND SUZANNE ELIZABETH BAYLES & 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	<div style="border: 2px solid black; padding: 10px; width: fit-content; margin: auto;"> <p>REGISTERED</p> <p>19 JUL 2019</p> <p>DEPUTY RECORDER OF TITLES</p> </div>
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LUA Version 1

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. 141990 Fol. 2

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 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
.....
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 PART OF THIS AGREEMENT?

[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

KH 12/11/23


[Signature]
Elizabeth Jane Archer

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

[Signature]
(Director)

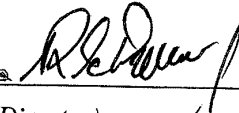
[Signature]
(Director)

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:

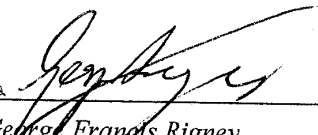
Witness 
Full name *Katherine Elizabeth Christie*
Address *62 Mulgrave st Perth Tasmania*
Occupation *Education*



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 S Robertson
Full name Susan Mary Robertson
Address 1028 mt Joy Rd Crassy
Occupation Retired

DJ Downie
David John Downie

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

Witness S Robertson
Full name Susan Mary Robertson
Address 1028 mt. Joy Rd Crassy
Occupation Retired

S Downie
Suzanne Margaret Stuart Downie

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

DJ Downie
(Director)

Sole Director

(Director)

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

Andrew Dowling
(Director)

A Dowling
(Director)

Servient Land Owner execution

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

[Signature]
(Director)

[Signature]
(Director)

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

[Signature]
(Director)

[Signature]
(Director)

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

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

PART TO THIS AGREEMENT

[Signature]
Gordon Johnson Malcolm Bayles

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

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

AS ABOVE

[Signature]
Suzanne Elizabeth Bayles

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

[Signature]
(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 18th floor

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 18th floor

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 Attorney 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 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

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

TASMANIAN LAND TITLES OFFICE

Notification of Agreement
under the



E45427

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:

MRP 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

Stamm Dntv

THE BACK OF THIS FORM MUST NOT BE USED

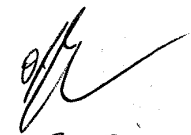
PIN OR STAPLE HERE
DO NOT GUM THIS
FORM TO THE INSTRUMENT

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 the8th.....day ofNOVEMBER.....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, hereby declare 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?

[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 TO THIS AGREEMENT?

[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

KNOWN


[Signature]
Elizabeth Jane Archer

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

[Signature]
(Director)

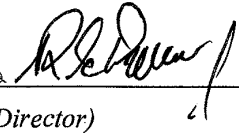
[Signature]
(Director)

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:

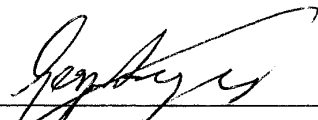
Witness 
Full name Katherine Elizabeth Christie
Address 62 Mulgrave St Perth Tasmania
Occupation Education



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 *S Robertson*
Full name *Susan Mary Robertson*
Address *1028 mt Joy Rd Cressy*
Occupation *Retired*

DJ Downie
David John Downie

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

Witness *S Robertson*
Full name *Susan Mary Robertson*
Address *1028 mt. Joy Rd Cressy*
Occupation *Retired*

S Downie
Suzanne Margaret Stuart Downie

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

DJ Downie
(Director)

Sole Director?

(Director)

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

Andrew Dowling
(Director)

A 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:

R E Davey
(Director)

R a 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 98h
12/27/23*

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 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 Attorney Approval by Rabobank Australia Limited only covers the land
exercised 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 **72159164** 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 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

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

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:
**MT. JOY 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	<p>REGISTERED</p> <p>19 JUL 2019</p> <p>DEPUTY RECORDER OF TITLES</p>
-----------------------------	--

LUA Version 1

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 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, Maequarie 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.

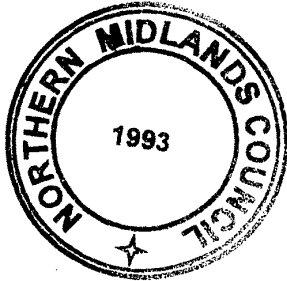
16. Successors in title

- 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

*HAS 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 PART OF THE AGREEMENT?

[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

KILBANE


[Signature]
Elizabeth Jane Archer

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

[Signature]
(Director)

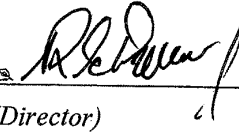
[Signature]
(Director)

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:

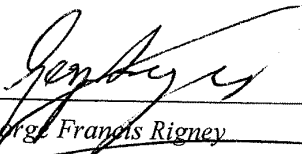
Witness 
Full name *Katherine Elizabeth Christie*
Address *62 Mulgrave St Perth Tasmania*
Occupation *Education*



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 *A Robertson*
Full name *Susan Mary Robertson*
Address *1028 mt Joy Rd Crassy*
Occupation *Retired*
Suzanne

DJ Downie

David John Downie

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

Witness *A Robertson*
Full name *Susan Mary Robertson*
Address *1028 mt. Joy Rd Crassy*
Occupation *Retired*

SMS Downie

Suzanne Margaret Stuart Downie
Suzanne

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

DJ Downie

(Director)
Sole Director?

(Director)

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

Andrew Dowling

(Director)

A 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

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 not
a witness

Dean Andrew Allan
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 witness

A. Allan
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 Att (my 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** 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 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

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

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		
165631	2		
141990	2	SEE ANNEXURE PAGE	

REGISTERED PROPRIETOR:

PISA 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 SENNING

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.

Electronic Copy I hereby 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
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]
(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?

[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 OF THE AGREEMENT?

[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

KIND

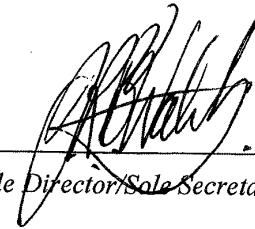
[Signature]
Elizabeth Jane Archer

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

[Signature]
(Director)

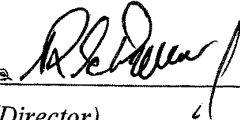
[Signature]
(Director)

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:

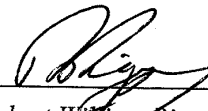
Witness 
Full name *Katherine Elizabeth Christie*
Address *62 Mulgrave st Perth Tasmania*
Occupation *Education*



Allen Graeme Rigney


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

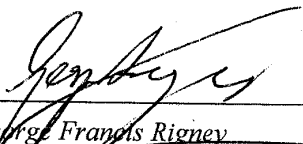
Witness 
Full name *Katherine Elizabeth Christie*
Address *62 Mulgrave st Perth Tasmania*
Occupation *Education*



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: Jan. A. Morrison.]
(Director)

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

[Signature: Jan. 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 Doaluy]
(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

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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 from page

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 Attorney 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 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

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

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
141990	2		
136178	2		
101914	1		
203615	1	SEE ANNEXURE PAGE	

REGISTERED PROPRIETOR:
DEAN ANDREW ALLAN AND AMANDA JANE ALLAN & 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	<p>REGISTERED</p> <p>19 JUL 2019</p> <p>DEPUTY RECORDER OF TITLES</p>
-----------------------------	--

LUA Version 1

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. 141990 Fol. 2

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