

## SCHEDULE OF EASEMENTS

Registered Number

**NOTE:** THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.

# DRAFT

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### EASEMENTS AND PROFITS

Each lot on the plan is together with:-

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

Each lot on the plan is subject to:-

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

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

### EASEMENTS

Lots 19, 24, 25, 26, 27, 28, 30, 31, 32, 33, 35, 37, 38, 39, 40, 41, 42 and 44 on the Plan are each subject to a right of drainage for Brighton Council over the Drainage Easements shown on the Plan passing through such lots.

Lots 19, 24, 25, 26, 27, 28, 30, 31, 32, 33, 35, 37, 38, 39, 40, 41, 42 and 44 on the Plan are each subject to a right of drainage for Tasmanian Water and Sewerage Corporation (Southern Region) Pty Limited over the Drainage Easements shown on the Plan passing through such lots.

### COVENANTS

The owner of each Lot on the Plan covenants with the Vendors WESTWOOD PROPERTIES PTY LTD and the owners for the time being of every other Lot shown on the Plan to the intent that the burden of these covenants may run with and bind the coventor's Lot and every part thereof and that benefit thereof shall be annexed to and devolve with each and every other part of every other Lot shown on the Plan to observe the following stipulations:-

The Vendors WESTWOOD PROPERTIES PTY LTD reserve the right in relation to restrictive covenant or condition numbered 2 herein to make any Lots on the Plan free and except from the restrictive covenants or conditions or waive or alter the restrictive covenant as to any Lot on the Plan.

1. Not to erect on such Lot a log cabin or transportable home.

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: WESTWOOD PROPERTIES PTY LTD

FOLIO REF: Vol.1553658 Fol. 49

SOLICITOR  
& REFERENCE: Butler McIntyre (Jason Samec)

PLAN SEALED BY: Brighton Council

DATE: .....

.....  
REF NO.

.....  
Council Delegate

**NOTE:** The Council Delegate must sign the Certificate for the purposes of identification.

**ANNEXURE TO  
SCHEDULE OF EASEMENTS**

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Registered Number

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SUBDIVIDER: WESTWOOD PROPERTIES PTY LTD  
FOLIO REFERENCE: Vol. 155365 Fol. 49

2. Not to erect any building (excluding a glass house) detached from the dwelling house on the said Lot in any material other than that of which the exterior walls of the dwelling house are mainly constructed and with other than a roof material the same as the roof of the dwelling house.
  
3. Not to subdivide any of the Lots on the Plan.

**INTERPRETATION**

Subdivide shall have the same meaning as defined in section 80(1) of the Local Government (Building and Miscellaneous Provisions) Act 1993.

**FENCING PROVISION**

In respect of each Lot shown on the Plan the Vendor WESTWOOD PROPERTIES PTY LTD shall not be required to fence.

**THE COMMON SEAL OF WESTWOOD** )  
**PROPERTIES PTY LTD ACN 050 482 310** )  
the Registered Proprietor of the land comprised )  
in Certificate of Title Volume 155365 Folio 49 )  
was hereunto affixed in the presence of: )

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