

Consolidated Plan Set

Tiles and boundary maps

<p>OWNER: MARINE BOARD OF HOBART & THE CROWN</p> <p>FOLIO REFERENCE: See Appendix 4</p> <p>GRANTEE: See Appendix 4</p>	<p>PLAN OF SURVEY</p> <p>BY SURVEYOR: A.M. PROCTOR of PEACOCK, DARVEY & ANDERSON PTY. LTD. AUTHORIZED SURVEYORS 127 BATHURST STREET HOBART</p> <p>LOCATION: CITY OF HOBART</p> <p>SCALE: 1:4000 LENGTHS IN METRES</p>	<p>SP REGISTERED NUMBER 129483</p> <p>APPROVED EFFECTIVE FROM: 21 AUG 1998 <i>Michael Smith</i> Recorder of Titles</p>
<p>MAPSHEET MUNICIPAL CODE No: 5225/</p> <p>LAST PLAN No: D102813 P111846</p> <p>ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN</p>		
<p>INDEX PLAN</p> <p>022352, 583/300, 044089</p>		

**PLAN OF SURVEY
ANNEXURE SHEET
SHEET 1 OF 4 SHEETS**

OWNER

FOLIO REFERENCE See Annexure 4

SCALE 1:2500

LENGTHS IN METRES

Registered Number

SP129483

SIGNED FOR IDENTIFICATION PURPOSES

.....
Council General Manager

THIS ANNEXURE SHEET FORMS PART OF THE ATTACHED INDEX PLAN.
THE SURVEYORS CERTIFICATE EXTENDS TO THE DETAILS ON THIS SHEET.

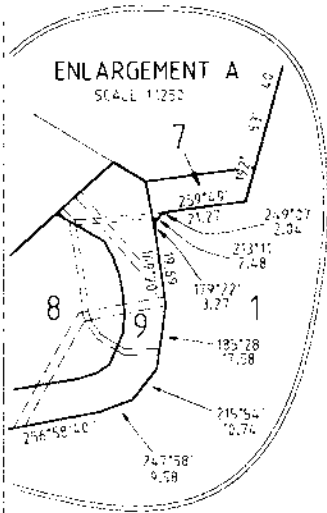
Registered Surveyor

M. Scavah

date **23.12.97**

NOTE: LOT 1 IS COMPILED FROM CT 102813-1
AND THIS SURVEY

**ENLARGEMENT A
SCALE 1:250**

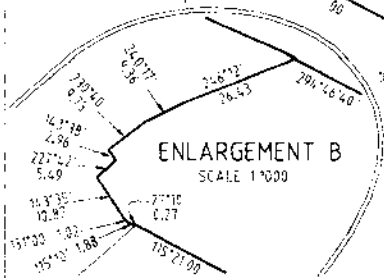


(See
Annexure
Sheet 3)

EVANS STREET

HUNTER STREET 9

**ENLARGEMENT B
SCALE 1:500**



HOBART RIVULET

(021772)
(0113520)
(P1715)Lo.
(019468)
(011646)
(329/40)
(342/35)Lo.

**EASEMENT
6.00 m WIDE**

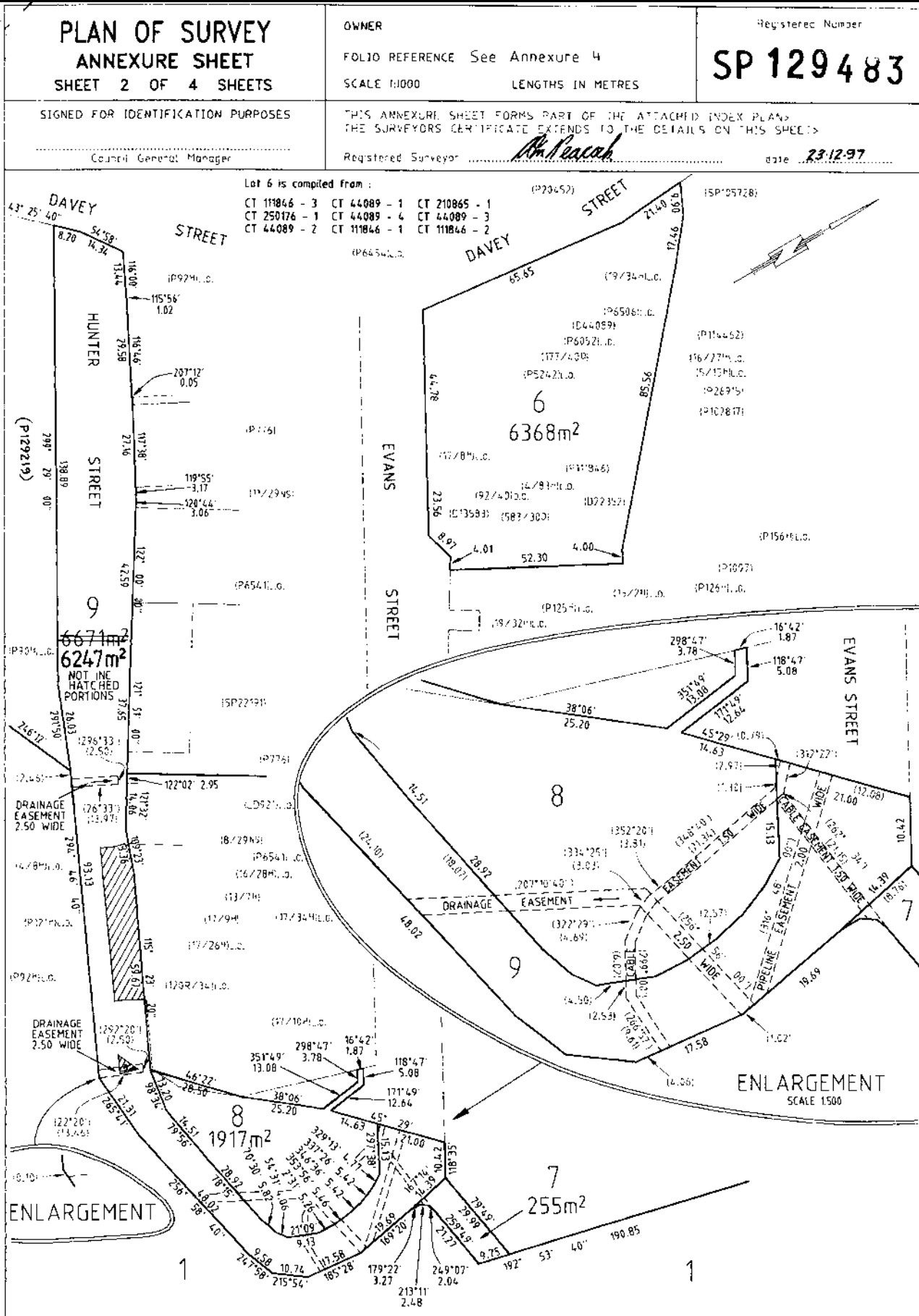
**MACQUARIE
POINT**

**1
13.25 ha**

(L01192)Lo.
(F88280)Lo.

**RIVER
DERWENT**

SULLIVANS COVE



**PLAN OF SURVEY
ANNEXURE SHEET
SHEET 3 OF 4 SHEETS**

OWNER

FOLIO REFERENCE See Annexure 4

SCALE 1:500

LENGTHS IN METRES

Registered Number

SP129483

SIGNED FOR IDENTIFICATION PURPOSES

THIS ANNEXURE SHEET FORMS PART OF THE ATTACHED INDEX PLAN.
THE SURVEYORS CERTIFICATE EXTENDS TO THE DETAILS ON THIS SHEET.

Council General Manager

Registered Surveyor

M. Scamah

Date **23/12/97**



<h2 style="text-align: center; margin: 0;">PLAN OF SURVEY</h2> <h3 style="text-align: center; margin: 0;">ANNEXURE SHEET</h3> <h4 style="text-align: center; margin: 0;">SHEET 4 OF 4 SHEETS</h4>	<p>OWNER _____</p> <p>FOLIO REFERENCE See Below</p> <p>SCALE _____ LENGTHS IN METRES</p>	<p>Registered Number</p> <h1 style="text-align: center; margin: 0;">SP 129483</h1>
<p>SIGNED FOR IDENTIFICATION PURPOSES</p> <p>_____ (Council General Manager)</p>	<p>THIS ANNEXURE SHEET FORMS PART OF THE ATTACHED INDEX PLAN. THE SURVEYORS CERTIFICATE EXTENDS TO THE DETAILS ON THIS SHEET.</p> <p>Registered Surveyor <u><i>W. S. Pearce</i></u> Date <u>23-12-97</u></p>	
<p>GRANTIES</p> <p>Part of Lot 1, 9,004 ha vested in Australian National Railways Commission.</p> <p>Part of 9 4/10Ps Gtd. to ^{James}James Murdoch, ^{Charles Edward}James Lewis and ^{Charles William}Chas Grant.</p> <p>Part of 9Ps Gtd. to ^{Charles Edward}James Murdoch, ^{James}James Neil, ^{Elliot}Elliot Lewis.</p> <p>Part of 12 6/10Ps Gtd. to ^{Charles Edward}James Murdoch, ^{James}James Neil, ^{Elliot}Elliot Lewis.</p> <p>Whole of Lots 3937A and ^{James}James Gtd. to Inter City Tas. P/L.</p> <p>Part of 0A-3R-4P Gtd. to ^{Joseph}James Hope & Others.</p> <p>Part of 1A 2R 23P Gtd. to ^{Joseph}James Collins.</p> <p>Lot 39067 originally Gtd. to Andrew John Fawn Miller, George Murdoch and Charles Henry Grant and duly surrendered by Transfer A630853.</p> <p>Part of 1A-0R 12P Gtd. to Peter Murdoch.</p> <p>Whole of 2A-0R-0P Gtd. to The Marine Board of Hobart.</p> <p>Whole of 1A-2R-28P Gtd. to The Marine Board of Hobart.</p> <p>Whole of 4A 1R-28P Gtd. to The Marine Board of Hobart.</p> <p>Whole of 155m² (Lot 4) vested in the Australian National Railways Commission.</p> <p>Whole of 3A 0R-20 9/10P Gtd. to The Marine Board of Hobart.</p> <p>Part of 1A 1R 4P Gtd. to The Marine Board of Hobart.</p> <p>Part of 2A-1R-2 6/10 P Gtd. to The Marine Board of Hobart.</p> <p>Whole of 29 Patches Gtd. to the Mayor etc. of the City of Hobart.</p> <p>Part of 0A 1R-23P Gtd. to ^{Frederick Henry}James Wise.</p> <p>Whole of 0 8/10Patches Gtd. to The Marine Board of Hobart.</p> <p>Whole of Lot 36148 ^{James}James Gtd. to The Marine Board of Hobart.</p> <p>Whole of 8/100 Patches in Sec.03 Gtd. to A.E. Webster & Others.</p> <p>Part of 29 Patches in Sec.03 Gtd. to the Tasmanian Steam Navigation Co.</p> <p>Whole of 22 1/2 Patches Gtd. to The Marine Board of Hobart.</p> <p>Whole of 16 1/2 Patches Gtd. to Henry Hopkins.</p>		
<p>FOLIO REFERENCE</p> <p>Conv.10/4136, CT 208592-1, CT 208630-1, CT 252087-1, CT 76915-4, CT 102813-1, CT 210410-1, CT 197701-1, CT 11846-1, CT 11846-2, CT 11846-3, CT 250176-1, CT 210865-1, CT 44089-1, CT 44089-2, CT 44089-3, CT 44089-4, CT 234975-1, CT 225093-1, Conv.13/5599 CT 210673-1, CT 248915-1, CT 248975-2, CT 232475-1, CT 220 232475-2 CT 238986-1</p>		

<p>OWNER: MACQUARIE POINT DEVELOPMENT CORPORATION</p> <p>FOLIO REFERENCE: 176538/2, 176538/3, 176538/4</p> <p>GRANTEE: Part of Lot 1, 9.004ha vested in Australian National Railways Commission..</p>	<h2 style="margin: 0;">PLAN OF SURVEY</h2> <p>BY SURVEYOR: JUSTIN RICHARD JOHN LEGG of VERIS AUSTRALIA PTY LTD 2/37 TASMA STREET NORTH HOBART 7000 PH 6232 0407 MOB 0409 602 598</p> <p>LOCATION: CITY OF HOBART</p> <p>SCALE 1:2000 LENGTHS IN METRES</p>	<p>Registered Number 517</p> <p>APPROVED EFFECTIVE FROM 30 JUL 2020</p> <p><i>Reun</i> Recorder of Titles</p>																												
<p>LOTS 2 & 3 ARE COMPILED FROM FROM SP176538 AND THIS SURVEY LOT 1, SP176538 IS BELOW LOTS 2 & 3</p> <p style="text-align: right;">ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN</p>																														
<div style="position: absolute; top: 240px; left: 170px; border: 1px solid black; padding: 5px;"> <p>Enlargement 1 Scale: 1:500</p> <p>2 1.437ha</p> <p>4 1.323ha</p> <p>RIVULET SERVICES EASEMENT VARIABLE WIDTH (SP176538)</p> </div> <div style="position: absolute; top: 560px; left: 780px; border: 1px solid black; padding: 5px;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>LINE</th> <th>DISTANCE</th> </tr> </thead> <tbody> <tr><td>1</td><td>16.27</td></tr> <tr><td>2</td><td>7.95</td></tr> <tr><td>3</td><td>18.77</td></tr> <tr><td>4</td><td>2.63</td></tr> <tr><td>5</td><td>10.69</td></tr> <tr><td>6</td><td>7.97</td></tr> <tr><td>7</td><td>8.17</td></tr> <tr><td>8</td><td>5.44</td></tr> <tr><td>9</td><td>2.73</td></tr> <tr><td>10</td><td>12.04</td></tr> <tr><td>11</td><td>12.11</td></tr> <tr><td>12</td><td>8.08</td></tr> <tr><td>13</td><td>5.37</td></tr> </tbody> </table> </div>			LINE	DISTANCE	1	16.27	2	7.95	3	18.77	4	2.63	5	10.69	6	7.97	7	8.17	8	5.44	9	2.73	10	12.04	11	12.11	12	8.08	13	5.37
LINE	DISTANCE																													
1	16.27																													
2	7.95																													
3	18.77																													
4	2.63																													
5	10.69																													
6	7.97																													
7	8.17																													
8	5.44																													
9	2.73																													
10	12.04																													
11	12.11																													
12	8.08																													
13	5.37																													
<p><i>Justin Richard John Legg</i> Registered Land Surveyor</p> <p><i>11/6/20</i> Date</p>		<p>SEE PLAN - RELATED DOCUMENTS. Council Delegate Date</p>																												

SCHEDULE OF EASEMENTS

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

Registered Number

SP 129483

PAGE 1 OF 2 PAGE/S

EASEMENTS AND PROFITS

Each lot on the plan is together with:-

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

Each lot on the plan is subject to:-

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

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

SEWERAGE EASEMENT

Lot 1 on the plan is subject to the exception and reservation unto the Hobart City Council all that easement vested under and by virtue of an Act of the Parliament of Tasmania entitled "The Hobart Sewerage Act 1912" through across and under the land marked "Easement 6.00 wide" within such lot.

PIPELINE EASEMENT:

Lot 1 on the plan is together with a Pipeline Easement over the Pipeline Easement 2.00 wide shown on the plan passing through Lot 9 on the plan.

Lot 9 on the plan is subject to a Pipeline Easement (appurtenant to Lot 1 on the plan) over the Pipeline Easement 2.00 wide shown on the plan.

CABLE EASEMENT:

Lot 1 on the plan is together with a Cable Easement over the Cable Easement 1.50 wide shown on the plan passing through Lots 7, 8 & 9 on the plan.

Lots 7, 8 & 9 on the plan are each subject to a Cable Easement (appurtenant to Lot 1 on the Plan) over that portion of the Cable Easement 1.50 wide shown on the plan passing through such lot.

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: The Crown FOLIO REF: SP 129483 SOLICITOR & REFERENCE:	PLAN SEALED BY: DATE: REF NO. Council Delegate
NOTE: The Council Delegate must sign the Certificate for the purposes of identification.	

SCHEDULE OF EASEMENTS	Registered Number
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	SP 176538

PAGE 1 OF 7 PAGE/S

EASEMENTS AND PROFITS

Each lot on the plan is together with:-

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

Each lot on the plan is subject to:-

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

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

LOT 2 on the Plan is subject to:

- (a) a Rivulet Services Easement (appurtenant to the land comprised in folio of the Register Volume 176538 Folio 1) over such part of Lot 2 that is shown marked as "Rivulet Services Easement Var. Width (SP176538)" on the Plan;
- (b) a Pipeline Easement (~~hereinafter defined~~) for the benefit of Tasmanian Water and Sewerage Corporation Pty Ltd (ACN 162 220 653) over the land marked "Pipeline Easement 10.00 Wide (SP176538)" passing through Lot 2 on the Plan; and
- (c) a Pipeline Easement for the benefit of Tasmanian Water and Sewerage Corporation Pty Ltd (ACN 162 220 653) over each of the two instances of land marked "Pipeline Easement 3.00 Wide (SP176538)" passing through Lot 2 on the Plan.

LOT 3 on the Plan is subject to a Pipeline Easement for the benefit of Tasmanian Water and Sewerage Corporation Pty Ltd (ACN 162 220 653) over the land marked "Pipeline Easement 10.00 Wide" passing through Lot 3 on the Plan. (SP176538)

LOT 4 on the Plan is subject to:

- (a) a Rivulet Services Easement (appurtenant to the land comprised in folio of the Register Volume 176538 Folio 1) over such part of Lot 4 that is shown marked as "Rivulet Services Easement Var. Width (SP176538)" on the Plan;
- (b) a Pipeline Easement for the benefit of Tasmanian Water and Sewerage Corporation Pty Ltd (ACN 162 220 653) over the land marked "Pipeline Easement 10.00 Wide" and "Pipeline Easement 10.00 Wide (SP176538)" passing through Lot 4 on the Plan; (SP176538)

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: Macquarie Point Development Corporation	PLAN SEALED BY: Hobart City Council
FOLIO REF: 176538/2, 176538/3, 176534/4	DATE: 12-5-2020
SOLICITOR & REFERENCE: Office of the Crown Solicitor	PLN: 19-925 & STR: 20-23
	REF NO. M. Anderson Council Delegate
NOTE: The Council Delegate must sign the Certificate for the purposes of identification.	

442

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 2 OF 7 PAGES	Registered Number 17
SUBDIVIDER: Macquarie Point Development Corporation FOLIO REFERENCE: 176538/2, 176538/3, 176538/4	

- (c) a Pipeline Easement for the benefit of Tasmanian Water and Sewerage Corporation Pty Ltd (ACN 162 220 653) over the land marked "Pipeline Easement 3.00 Wide (SP176538)" passing through Lot 4 on the Plan; and
- (d) a Drainage Right Easement (~~hereinafter defined~~) for the benefit of the Hobart City Council over the land marked "Drainage Easement Variable Width" passing through Lot 4 on the Plan.
(SP176538)

Interpretation:

"Rivulet Services Easement" means the full right and liberty for Authorised Persons to, in respect of the Easement Land, enter and remain upon the Easement Land with or without machinery, vehicles, plant and equipment for the purpose of inspecting, repairing and/or replacing as reasonably necessary the Hobart Rivulet tunnel (including any infrastructure and equipment) forming part of folio of the Register Volume 176538 Folio 1 in the case of any collapse or non-trivial damage thereto provided always that:

- (a) in exercising such rights and liberties, Authorised Persons must:
 - (i) act as expeditiously as possible;
 - (ii) do as little damage to the Easement Land (including for the avoidance of doubt using all reasonable endeavours to not enter onto any buildings nor impact or adversely affect any buildings, structures and improvements (including transit infrastructure) on or under the Easement Land) as is reasonably practicable in the relevant circumstances;
 - (iii) make good any damage caused to the Easement Land to the extent that it is reasonably practicable to do so;
 - (iv) give such prior notice as is reasonable in the circumstances before seeking to enter onto the Easement Land or to exercise of the rights conferred by this Rivulet Services Easement; and
 - (v) if any part of the Easement Land includes any rail infrastructure (within the meaning of the *Rail Safety National Law (Tasmania)*) and/or any other transit infrastructure, comply with all reasonable notices and directions of the Registered Proprietor of the Easement Land relating to or affecting the rail infrastructure and/or any other transit infrastructure (including so as not to unreasonably interfere with the operation of that infrastructure and so as not to create any danger to health and safety of any person in respect thereof), and
- (b) the registered proprietors of the Easement Land ("the Owner"):
 - (i) must not (except as provided for in subclause (ii)) construct, install, erect or carry out major alterations to, any building, structure or other improvement on the Easement Land without the written consent of the registered proprietor of folio of the Register Volume 176538 Folio 1 first had and obtained and only in compliance with any conditions which form such consent provided however:
 - (A) any building structure or other improvement on the Easement Land prior to the creation of this Rivulet Services Easement may remain *in situ* and will not be a breach of the requirements of subparagraph (b)(i);

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 or that body to the dealing.

<p align="center">ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p align="center">PAGE 3 OF 7 PAGES</p>	<p align="center">Registered Number</p> <p align="center">SP 17</p>
<p>SUBDIVIDER: Macquarie Point Development Corporation FOLIO REFERENCE: 176538/2, 176538/3, 176538/4</p>	

- (B) the written consent of the registered proprietor of folio of the Register Volume 176538 Folio 1 is not to be withheld in respect of any building structure or other improvement being constructed, installed, erected or majorly altered after this Rivulet Services Easement takes effect where the Owner is able to demonstrate to the satisfaction of the registered proprietor of folio of the Register Volume 176538 Folio 1 (acting reasonably) that such building or works will not (in a non-trivial manner) damage the Hobart Rivulet tunnel passing through the land comprising folio of the Register Volume 176538 Folio 1 or be reasonably likely to cause any collapse or other non-trivial damage to the Hobart Rivulet tunnel passing through the land comprising folio of the Register Volume 176538 Folio 1 as a result of its subsequent use or operation;
- (ii) may, in respect of the Lot 4 Area, construct, install, use, maintain, repair and replace land transportation infrastructure (including a roadway, bike track and/or rail line) on such Lot 4 Area without the need for any prior written consent from the registered proprietor of folio of the Register Volume 176538 Folio 1 where such works (and their use) will not (in a non-trivial manner) directly damage the Hobart Rivulet tunnel passing through the land comprising folio of the Register Volume 176538 Folio 1 or be reasonably likely to cause any collapse or other non-trivial damage to the Hobart Rivulet tunnel passing through the land comprising folio of the Register Volume 176538 Folio 1 as a result of its subsequent use or operation; and
- (iii) must not to do anything else (other than that which may be allowed by subclauses (i) and (ii)) on the Easement Land that may (in a non-trivial manner) damage the Hobart Rivulet tunnel passing through the land comprising folio of the Register Volume 176538 Folio 1, and
- (c) neither the Owner nor the registered proprietor of folio of the Register Volume 176538 Folio 1 is required to fence any part of the Easement Land.

For the purposes of this definition of Rivulet Service Easement:

Authorised Persons means the registered proprietor of folio of the Register Volume 176538 Folio 1 and where the context permits and requires, the employees, agents and contractors of the registered proprietor of folio of the Register Volume 176538 Folio 1.

Easement Land means such parts of Lot 2 and Lot 4 on the Plan that are shown marked as "Rivulet Services Easement Variable Width" on the Plan.

Lot 4 Area means all of the Easement Land area existing over Lot 4 on the Plan.

"Pipeline Easement" means the full right and liberty for Tasmanian Water and Sewerage Corporation Pty Ltd (ACN 162 220 653) ("TasWater") (and its successors) to, at all times in respect of that land over which a Pipeline Easement is expressed to exist (jointly and where the context requires severally, the "Easement Land"):

eg L BS

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

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 4 OF 7 PAGES	Registered Number 89 17
SUBDIVIDER: Macquarie Point Development Corporation FOLIO REFERENCE: 176538/2, 176538/3, 176538/4	

- (1) enter and remain upon the Easement Land with or without employees, contractors, agents and all other persons duly authorised by it to do those things permitted in subclauses (2) - (5) below, with or without machinery, vehicles, plant and equipment reasonably necessarily in respect of doing those things permitted in subclauses (2) - (6) below;
- (2) investigate, take soil, rock and other samples, survey, open and break up and excavate the Easement Land for any purpose or activity properly associated with the operation and use of the Infrastructure;
- (3) retain, operate, maintain, inspect, cleanse and repair the Infrastructure;
- (4) remove and replace (like for like) the Infrastructure;
- (5) run and pass sewage, water and electricity through and along the Infrastructure;
- (6) if the Easement Land is not directly accessible from a highway, then for the purpose of undertaking any of the preceding activities TasWater may with or without employees, contractors, agents and all other persons authorised by it, and with or without machinery, vehicles, plant and equipment of the type referred to in subclause (1), enter the Lot on the Plan subject to this Pipeline Easement from the highway at any then existing vehicle entry and cross that said Lot to the Easement Land following the most appropriate and reasonable access route (keeping wherever reasonably possible to formed tracks and/or roads) provided TasWater has first sought and obtained approval from the Owner for any such access (which approval must not be unreasonably withheld but may take into account safety matters and the proper operation of the Easement Land and surrounding land with any such approval also being able to be made subject to reasonable conditions (including the matters set out in clause 8)); and
- (7) use the Easement Land as a right of carriageway for the purpose of undertaking any of the preceding purposes on other land where TasWater has similar rights and liberties.

PROVIDED ALWAYS THAT:

- (8) In exercising any of the rights and liberties referred to in clauses (1) - (7) above, TasWater must
 - (a) act as expeditiously as possible;
 - (b) not do or allow anything to be done whereby any:
 - (i) buildings, structures and improvements already existing on or under the Easement Land or any other rights over the Easement Land are adversely affected; and
 - (ii) unnecessary damage is caused to the Easement Land;
 - (c) make good all damage caused to the Easement Land and any improvements on the Easement Land and leave the Easement Land in a clean and tidy condition (including but not limited to restoring the surface of the Land as nearly as possible to its former condition) after each exercise of such rights and liberties by TasWater;

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

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 5 OF 7 PAGES	Registered Number 5217
SUBDIVIDER: Macquarie Point Development Corporation FOLIO REFERENCE: 176538/2, 176538/3, 176538/4	

- (d) comply with all reasonable notices and directions of the relevant registered proprietor of the Easement Land ("the Owner") concerning safety and any other relevant matter so as not to adversely interfere with the operation of the land surrounding (and including) the Easement Land (including any transportation based infrastructure) or create any danger to health and safety in respect thereof; and
 - (e) should any part of the Easement Land also be subject to another easement, act co-operatively and in good faith with any entity having the benefit of such other easement rights and to use all reasonable endeavours to ensure that neither party is adversely affected by the other exercising their easement rights over such Easement Land;
- (9) The registered proprietors of the Easement Land ("the Owner") must not, without the written consent of TasWater first had and obtained (which consent is not to be unreasonably withheld) and only in compliance with any conditions which form the consent:
- (a) (subject to clause 9(b)) alter, excavate, plough, drill or otherwise penetrate the ground level of the Easement Land in a manner that could damage or interfere (in a non-trivial manner) with the condition or other proper operation of the Improvements;
 - (b) install or erect any building or structure on or in the Easement Land provided however such restriction does not extend to surfacing works, roads and pathways works, installation of signage, landscaping works, fencing works and car parking works, and in respect of such part of the servient land that exists on Lot 4, any remediation works and other construction or installation works of a transportation nature, all of which works may be undertaken by the Owner where doing so will not damage or contribute to damage (in a non-trivial manner) to any of the Infrastructure in the Easement Land;
 - (c) remove any thing that supports, protects or covers any Infrastructure on or in the Easement Land;
 - (d) (subject to clause 9(b)) do any thing which will or might damage or contribute to damage (in a non-trivial manner) to any of the Infrastructure in the Easement Land;
 - (e) (subject to all other terms herein) prevent or interfere with the proper exercise and benefit of the Easement Land as allowed for by the terms of this Pipeline Easement by TasWater (or its employees, contractors, agents and all other persons duly authorised by it); or
 - (f) permit or allow any action which the Owner must not do or acquiesce in that action, it being acknowledged that any building, structure, fence, pit, well, footing, pipeline, paving, tree, shrub or other object on or in the Easement Land prior to the creation of such Pipeline Easement may remain *in situ* and will not be a breach of the requirements of this subclause (9) or allow any action to be taken under of subclause (14).
- (10) Neither the Owner or TasWater is required to fence any part of the Easement Land.
- (11) The Owner may erect a fence across the Easement Land at its boundaries.

ggg *BS*
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.

<p align="center">ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p align="center">PAGE 6 OF 7 PAGES</p>	<p align="center">Registered Number</p> <p align="center">17</p>
<p>SUBDIVIDER: Macquarie Point Development Corporation FOLIO REFERENCE: 176538/2, 176538/3, 176538/4</p>	

- (12) The Owner may erect a gate across any part of the Easement Land subject to these conditions:
- (a) the Owner must provide TasWater with a key to any lock which would prevent the opening of the gate (with TasWater to close and lock any such gate after use if TasWater has opened and unlocked such gate); and
 - (b) if the Owner does not provide TasWater with that key or the key provided does not fit the lock, TasWater may cut the lock from the gate (provided that TasWater must firstly attempt to notify the Owner of such action and again notify the Owner as soon as possible after cutting the lock).
- (13) If the Owner causes damage to any of the Infrastructure in breach of its obligations herein contained or otherwise as a result of any wrongful (including negligent) act or omission by the Owner, the Owner is liable for the actual cost reasonably incurred by TasWater in the repair of the Infrastructure damaged.
- (14) If the Owner fails to comply with of its obligations under subclause (9), without forfeiting any right of action, damages or otherwise against the Owner, TasWater may:
- (a) reinstate the ground level of the Easement Land; or
 - (b) remove from the Easement Land any building, structure or other object in place in breach of the requirements of subclause (9); or
 - (c) replace any thing that supported, protected or covered the Infrastructure as relevant.

Interpretation (for the purposes of this definition of "Pipeline Easement"):

"Infrastructure" means such pipes and ancillary equipment and infrastructure owned or for which TasWater is responsible existing in the relevant Easement Land as at 12 April 2019 associated with the passing of water and sewerage and includes but is not limited to:

- (a) any thing reasonably required to support, protect or cover any of the Infrastructure; and
- (b) where the context permits, any part of the Infrastructure.

"Drainage Right Easement" means a right of drainage as defined in Schedule 8 of the *Conveyancing and Law of Property Act 1884* (Tas) qualified by it being agreed that:

- (a) (for the avoidance of doubt) the owner of the servient land may construct, install, use, maintain, repair and replace land transportation infrastructure (including a roadway, bike track and/or rail line) on such area affected by the Drainage Right Easement without the need for any prior written consent from the Hobart City Council where such works (and their use) will not (in a non-trivial manner) directly damage any existing drainage infrastructure; and

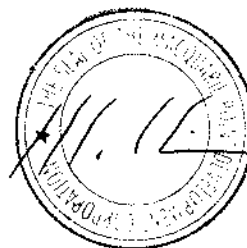
ggl

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

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 7 OF 7 PAGES	Registered Number 17192
SUBDIVIDER: Macquarie Point Development Corporation FOLIO REFERENCE: 176538/2, 176538/3, 176538/4	

- (b) the Hobart City Council must make good any damage caused to the Easement Land (including any infrastructure thereon of the type referred to in subclause (a)) as a result of exercising any of these easement rights to the extent that it is reasonably practicable to do so.

The seal of the **Macquarie Point Development Corporation** was hereunto
 affixed in accordance with an authorisation
 given by its Board in the presence of:



Greg Cooper
 Signature of witness

Greg Cooper
 Name of witness (block letters)

41 Evans St Hobart Tas 7000
 Address of witness

Public Servant
 Occupation

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.