

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

Page 1 of 1

VOLUME 11124 FOLIO 663

Security no : 124070183464E
Produced 02/02/2018 12:50 pm

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 544009W.

PARENT TITLES :

Volume 08524 Folio 527 Volume 08763 Folio 951
Volume 11082 Folio 357 to Volume 11082 Folio 358
Created by instrument PS544009W 19/03/2009

REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 1 of a total of 2 equal undivided shares

Sole Proprietor

ALBERT JOZEF TE WIERIK of 1320 CAPE OTWAY ROAD MODEWARRE VIC 3241

As to 1 of a total of 2 equal undivided shares

Sole Proprietor

FRANCISCUS BERNARDUS TE WIERIK of 7 KLEMKE COURT GROVEDALE VIC 3216
PS544009W 19/03/2009

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT as to part Section 173 Planning and Environment Act 1987
T346631J 07/10/1994

AGREEMENT as to part Section 173 Planning and Environment Act 1987
Y006180A 25/07/2008

AGREEMENT as to part Section 173 Planning and Environment Act 1987
as to part of Lot 1 on Title Plan 936928F
AG134419P 10/10/2008

DIAGRAM LOCATION

SEE PS544009W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

DOCUMENT END



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Document Identification	T346631J
Number of Pages (excluding this cover sheet)	6
Document Assembled	02/02/2018 14:40

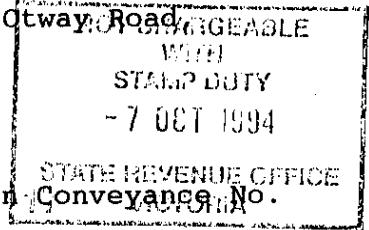
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THIS AGREEMENT is made this 21st day of September 1994

BETWEEN: SURF COAST SHIRE COUNCIL of Hesse Street, Winchelsea ("the Council") of the one part and ALBERT JOSEPH TE WIERIK and FRANSICUS BERNARDUS TE WIERIK both of 1320 Cape Otway Road Modewarre ("the Owner") of the other part.



WHEREAS:

- A. The Owner has purchased the land described in 382 Book 619 and Certificate of Title Volume 8524 Folio 527 being the land shown as Area 1 and Area 2 on the attached plan ("the land").
- B. The Council in order to reserve to itself appropriate powers and discretions in relation to future developments or redevelopments of the land and adjoining land has imposed a requirement that the Owner enter into this agreement under the provisions of section 173 of the Planning and Environment Act 1987 ("the Act") to be registered under section 181 of the Act on the land.

NOW THIS AGREEMENT WITNESSETH:

- 1. Without limiting the operation or effect which this Agreement otherwise has the parties hereto acknowledge that this Agreement is made pursuant to the provisions of section 173 of the Act and the Council shall pursuant to section 181 of the Act apply to the Registrar General to register a memorial of this agreement and to the Registrar of Titles to register a memorandum of this Agreement on the land.
- 2. The Owner covenants and agrees with the Council not to erect or cause to be erected placed or brought onto the land or any part of the land any dwelling unless the land upon which the dwelling is sought to be erected or placed has been

- 2 -

consolidated with abutting land and forms part of a lot having an area of not less than sixty hectares.

3. The parties shall do all things necessary (including signing any further Agreement acknowledgement or document) to enable the Council to register a memorial of this Agreement with the Registrar General and also to enter a memorandum of this Agreement on the certificate of title to the land in accordance with section 181 of the Planning and Environment Act 1987.
4. The Owner warrants and covenants that:
 - 4.1 the Owner is entitled to become the beneficial owner and registered proprietor of the land;
 - 4.2 there are no mortgages, charges, easements or other encumbrances or any rights held by any person affecting the land not disclosed by the usual searches; and
 - 4.3 the land or any part of it is not subject to any rights attained by adverse possession or subject to any easements, rights, or encumbrances mentioned in section 42 of the Transfer of Land Act 1958.
5. The Owner shall not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the land or any part thereof without first disclosing to the Owner's successors the existence and nature of this agreement.
6. The Owner shall pay the Council's costs and expenses (as between the solicitor and our client) of and incidental to this Agreement and the costs of enforcement of any obligations imposed on the Owner for the time being of the land.
 - 7.1 In this Agreement where a word or phrase is given a particular meaning, other parts of speech and grammatical

- 3 -

forms of the word or phrase have, unless the contrary intention appears, corresponding meanings.

- 7.2 Whenever herein appearing the word "Council" shall include its successors (including its successors as Responsible Authority for the planning controls in force in respect of the land) in which case any reference to the holder of an office with the Council shall be deemed to be a reference to such office of the successor Responsible Authority as that Responsible Authority may designate.
- 7.3 Where the Owner is constituted by more than one person, any obligation imposed by this Agreement on the Owner shall be imposed on those persons jointly and severally.
- 8.1 The expression "Owner" shall be deemed to include the Owner's successors, assigns and transferees and the obligations imposed upon and assumed by the Owner shall also be binding on the successors, transferees, purchasers, mortgagees, assigns and any person obtaining possession of the whole or part of the land (hereinafter called the "Successors") as if each of those successors had separately executed this Agreement.
- 8.2 Without limiting the operation or effect which this Agreement has apart from this sub-clause, the Owner shall ensure that the successors of the Owner:
- 8.2.1 give effect to and do all acts and sign all documents as to require them to give effect to this Agreement; and
 - 8.2.2 execute under seal a deed agreeing to be bound by the terms of this Agreement and thereupon this Agreement shall continue as if executed by such successors as well as by the parties hereto and as

if the successors' names appeared in each clause in which the name of the Owner appears and additional to the name of Owner.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

THE COMMON SEAL of SURF COAST SHIRE COUNCIL was affixed hereto by authority of the Commissioner appointed by Order of the Governor in Council dated 25 February 1994 made under Part 10C of the Local Government Act 1989 in the presence of:



..... *Loni Milcomand* Commissioner

..... *P. AL* Chief Executive Officer

SIGNED SEALED AND DELIVERED by the said ALBERT JOSEPH TE WIERIK in the presence of:

AL

SIGNED SEALED AND DELIVERED by the said FRANSICUS BERNARDUS TE WIERIK in the presence of:

FB Te Wierik

F. Bernardus

GEE LONG AND DISTRICT WATER BOARD

PROPOSED LAND SALE WURDEE BOLUC OUTLET CHANNEL PARISH OF GHERANG GHERANG SCALE 1:2000

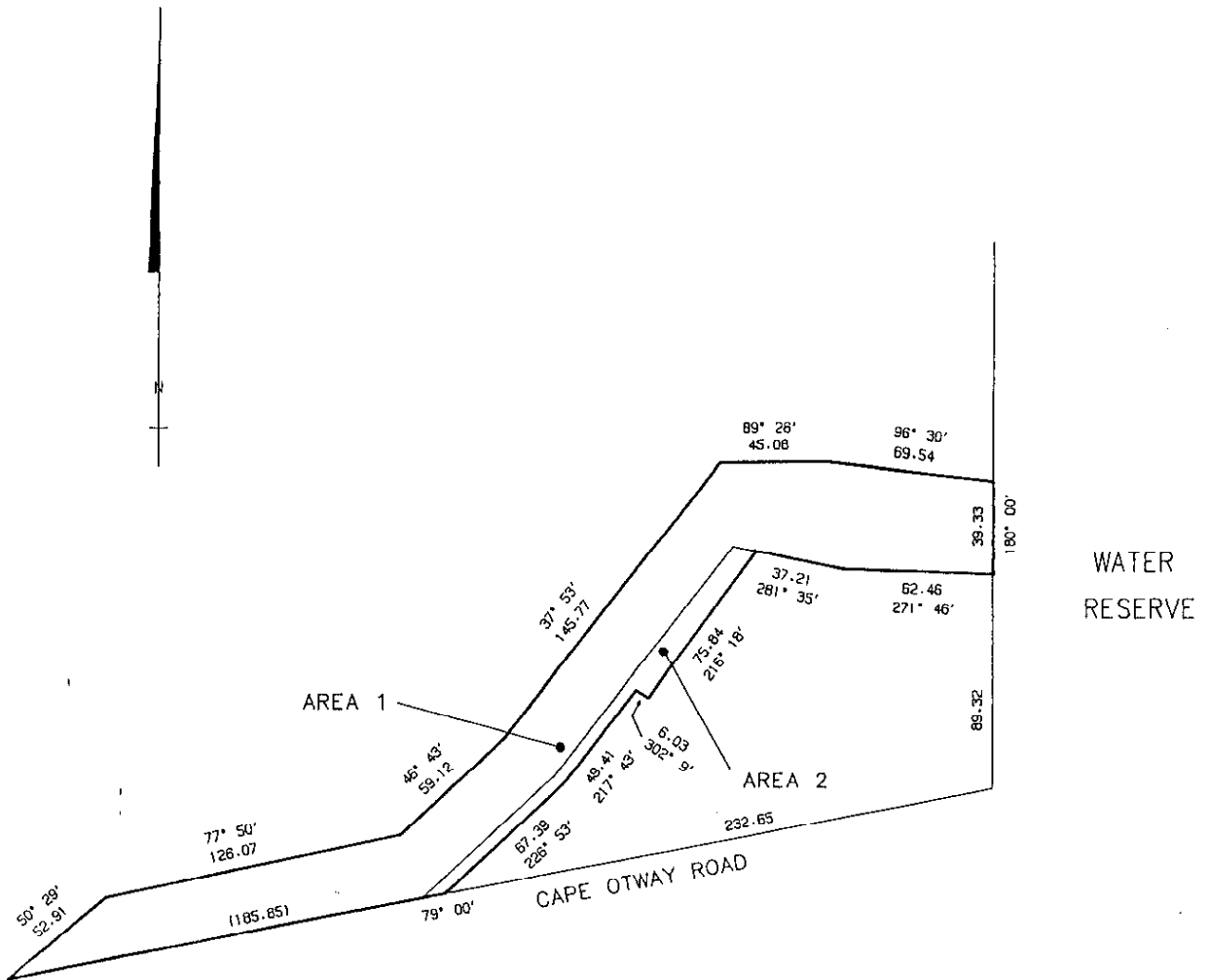
LAND TO BE SOLD Man. 382 Bk. 819
C/T Vol. 8524 Fol. 527

AREA 1 = 1.379 ha

AREA 2 = 1342 m²

TOTAL = 1.513 ha

NOTE: DIMENSIONS ARE SUBJECT TO SURVEY
AND AREAS ARE APPROXIMATE ONLY.



COMPUTED BY:

DRAWN BY:

CHECKED BY:

CHIEF SURVEYOR:



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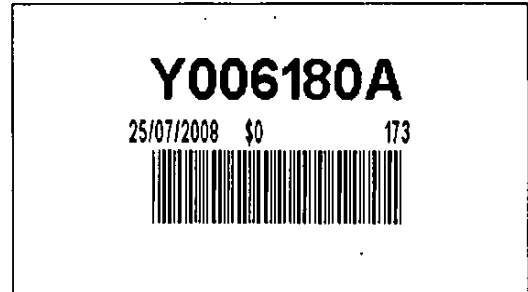
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Department of Sustainability and Environment

Land Victoria CONVERSION DEALING



Folio(s) Affected

Volume 11082 Folio 357

Details of Endorsement

Planning and Environment Act 1987
Section 173 Agreement

(AP125740J)

End of Endorsement

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

THIS AGREEMENT is made this 21st day of September 1994

BETWEEN: SURF COAST SHIRE COUNCIL of Hesse Street, Winchelsea ("the Council") of the one part and ALBERT JOSEPH TE WIERIK and FRANSICUS BERNARDUS TE WIERIK both of 1320 Cape Otway Road, Modewarre ("the Owner") of the other part.

NON-CHARGEABLE
WITH
STAMP DUTY
- 7 OCT 1994
STATE REVENUE OFFICE
VICTORIA

WHEREAS:

- A. The Owner has purchased the land described in Conveyance No 382 Book 619 and Certificate of Title Volume 8524 Folio 527 being the land shown as Area 1 and Area 2 on the attached plan ("the land").
- B. The Council in order to reserve to itself appropriate powers and discretions in relation to future developments or redevelopments of the land and adjoining land has imposed a requirement that the Owner enter into this agreement under the provisions of section 173 of the Planning and Environment Act 1987 ("the Act") to be registered under section 181 of the Act on the land.

NUA
Book 619
No. 382

TLA
V 8524
F-527

NOW THIS AGREEMENT WITNESSETH:

1. Without limiting the operation or effect which this Agreement otherwise has the parties hereto acknowledge that this Agreement is made pursuant to the provisions of section 173 of the Act and the Council shall pursuant to section 181 of the Act apply to the Registrar General to register a memorial of this agreement and to the Registrar of Titles to register a memorandum of this Agreement on the land.
2. The Owner covenants and agrees with the Council not to erect or cause to be erected placed or brought onto the land or any part of the land any dwelling unless the land upon which the dwelling is sought to be erected or placed has been

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25/07/2008 \$0 173



consolidated with abutting land and forms part of a lot having an area of not less than sixty hectares.

3. The parties shall do all things necessary (including signing any further Agreement acknowledgement or document) to enable the Council to register a memorial of this Agreement with the Registrar General and also to enter a memorandum of this Agreement on the certificate of title to the land in accordance with section 181 of the Planning and Environment Act 1987.
4. The Owner warrants and covenants that:
 - 4.1 the Owner is entitled to become the beneficial owner and registered proprietor of the land;
 - 4.2 there are no mortgages, charges, easements or other encumbrances or any rights held by any person affecting the land not disclosed by the usual searches; and
 - 4.3 the land or any part of it is not subject to any rights attained by adverse possession or subject to any easements, rights, or encumbrances mentioned in section 42 of the Transfer of Land Act 1958.
5. The Owner shall not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the land or any part thereof without first disclosing to the Owner's successors the existence and nature of this agreement.
6. The Owner shall pay the Council's costs and expenses (as between the solicitor and our client) of and incidental to this Agreement and the costs of enforcement of any obligations imposed on the Owner for the time being of the land.
- 7.1 In this Agreement where a word or phrase is given a particular meaning, other parts of speech and grammatical

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25/07/2008 \$0 173



forms of the word or phrase have, unless the contrary intention appears, corresponding meanings.

7.2 Whenever herein appearing the word "Council" shall include its successors (including its successors as Responsible Authority for the planning controls in force in respect of the land) in which case any reference to the holder of an office with the Council shall be deemed to be a reference to such office of the successor Responsible Authority as that Responsible Authority may designate.

7.3 Where the Owner is constituted by more than one person, any obligation imposed by this Agreement on the Owner shall be imposed on those persons jointly and severally.

8.1 The expression "Owner" shall be deemed to include the Owner's successors, assigns and transferees and the obligations imposed upon and assumed by the Owner shall also be binding on the successors, transferees, purchasers, mortgagees, assigns and any person obtaining possession of the whole or part of the land (hereinafter called the "Successors") as if each of those successors had separately executed this Agreement.

8.2 Without limiting the operation or effect which this Agreement has apart from this sub-clause, the Owner shall ensure that the successors of the Owner:

8.2.1 give effect to and do all acts and sign all documents as to require them to give effect to this Agreement; and

8.2.2 execute under seal a deed agreeing to be bound by the terms of this Agreement and thereupon this Agreement shall continue as if executed by such successors as well as by the parties hereto and as

Y006180A

25/07/2008 \$0 173



if the successors' names appeared in each clause in which the name of the Owner appears and additional to the name of Owner.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

THE COMMON SEAL of SURF COAST SHIRE COUNCIL was affixed hereto by authority of the Commissioner appointed by Order of the Governor in Council dated 25 February 1994 made under Part 10C of the Local Government Act 1989 in the presence of:



..... *Vernie L. ...* Commissioner

..... *B. Al ...* Chief Executive Officer

SIGNED SEALED AND DELIVERED by the said ALBERT JOSEPH TE WIERIK in the presence of:

[Signature]

SIGNED SEALED AND DELIVERED by the said FRANSICUS BERNARDUS TE WIERIK in the presence of:

[Signature]

[Signature]

Y006180A

25/07/2008 \$0 173



GEE LONG AND DISTRICT WATER BOARD

PROPOSED LAND SALE

WURDEE BOLUC OUTLET CHANNEL

PARISH OF GHERANG GHERANG

SCALE 1:2000

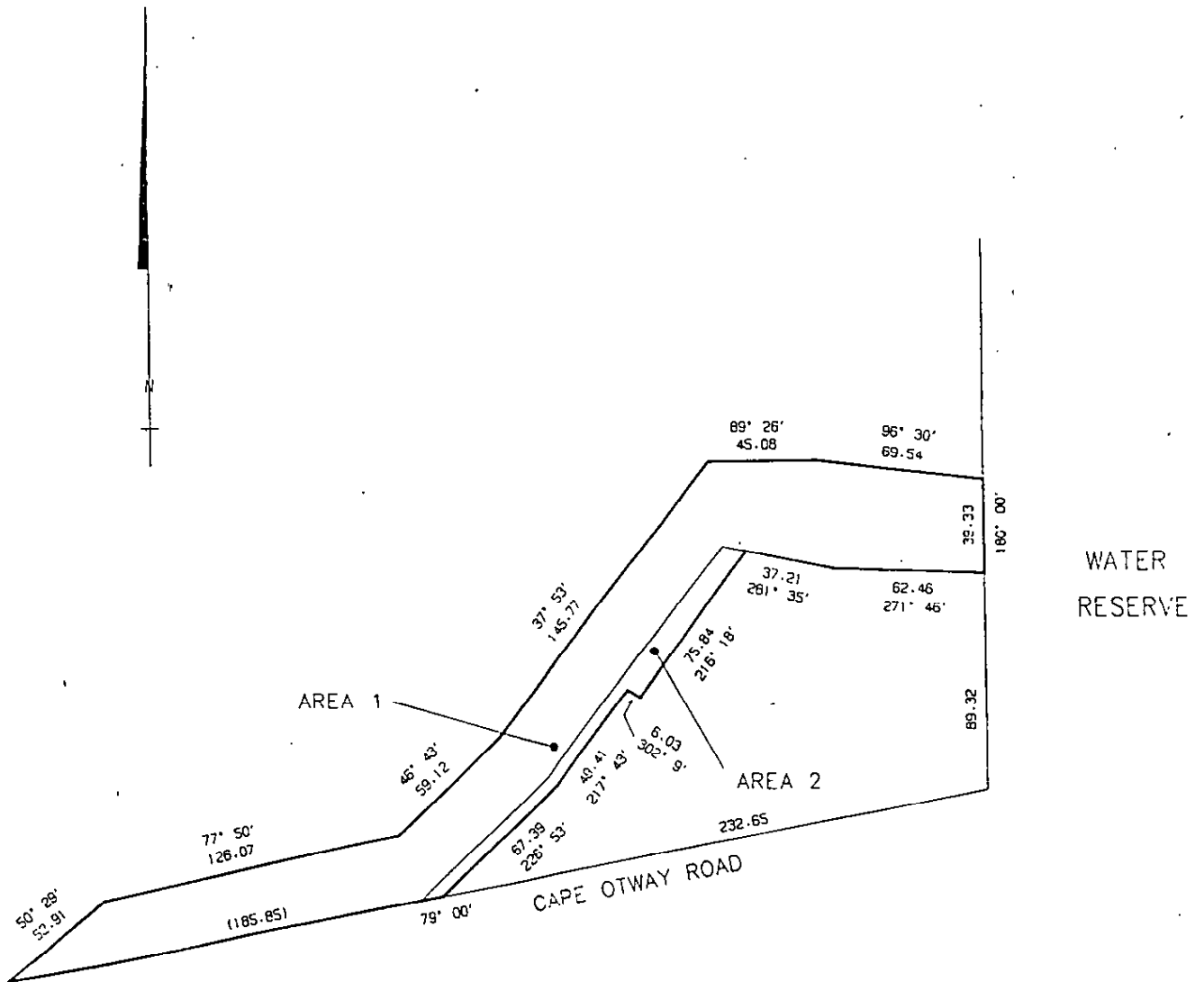
LAND TO BE SOLD Mem. 382 Bl. 819
C/T Vol. 8524 Fol. 527

AREA 1 = 1.379 ha

AREA 2 = 1342 m²

TOTAL = 1.513 ha

NOTE: DIMENSIONS ARE SUBJECT TO SURVEY
AND AREAS ARE APPROXIMATE ONLY.



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25/07/2008 \$0 173



COMPUTED BY:

DRAWN BY:

CHECKED BY:

CHIEF SURVEYOR:

EAGLE FILE SUR/LAND/TEN/ 9-3186

DATED _____ 1994

SURF COAST SHIRE COUNCIL
("Council")

-and-

ALBERT JOSEPH TE WIERIK and
FRANSICUS BERNARDUS TE WIERIK
("Owner")

AGREEMENT

Duplicate Copy of
Bk. 899 N° 035
(see also T346631J)

HARWOOD ANDREWS
Solicitors
115 Myers Street
Geelong 3220
DX 22019
Tel: 21 7166
DE:CS
tewierikagr

Y006180A

25/07/2008 \$0 173



9D-1/28/306 +
2/15

859
ND

MEMORIAL BOOK 899 NO. 035

The person certifying and any party signing the memorial should sign at the end of memorial.

Insert name, address and qualification of person certifying.

It will assist registration if capacity (e.g. Grantor, Mortgagee etc.) is shown in 3.

Insert as headings 4, 5, 6 & 7 the following:-

- 1. Names of the Witnesses:-
- 2. Pecuniary or other consideration:-
- 3. Recitals and any other particulars that the case may require:-
- 4. Description of the property intended to be affected:- setting out thereafter the relevant information (or in the case of 7 drawing any relevant plan).

I, Richard Brian Edmonds of 115 Myers Street, Geelong in the State of Victoria, solicitor certify that this memorial contains a just and true account of the several particulars hereunder set forth of an instrument to be registered in the Office of the Registrar-General.

PARTICULARS REFERRED TO

1. DATE OF INSTRUMENT:- 21/09/1994
 2. NATURE OF INSTRUMENT:- AGREEMENT UNDER SECTION 173 OF PLANNING & ENVIRONMENT ACT 1987
 3. NAME, ADDRESS AND DESCRIPTION OF EACH PARTY:-
SURF COAST SHIRE COUNCIL (formerly THE PRESIDENT COUNCILLORS & RATEPAYERS OF THE SHIRE OF WINCHELSEA) of Hesse Street, Winchelsea (the Council) of the one part and ALBERT JOSEPH TE WIERIK and FRANCISCUS BERNARDUS TE WIERIK (the "Owner") of the other part.

4. NAMES OF WITNESSES:
FRANK PATRICK VINCI

5. CONSIDERATION:
 Nil

6. RECITALS:
 1. The Owner has purchased the land described in Conveyance No. 382 Book 619 and Certificate of Title Volume 8524 Folio 527.
 2. The Council has in order to reserve to itself appropriate powers and discretions in relation to future developments or redevelopments of the land and adjoining land imposed a requirement that the Owner enter into this agreement under the provisions of Section 173 of the Planning & Environment Act 1987 ("the Act") to be registered under Section 181 of the Act on the land.

7. DESCRIPTION OF PROPERTY:
 The land described in Conveyance No. 382 Book 619.

Y006180A
 25/07/2008 \$0 173


Received into the Office of the Registrar General of the State of Victoria this 21st day of October 19 94 at the hour of 10.10 in the fore noon. A memorial of the within deed

[Handwritten signatures and initials]
 14D/M

Harwood Andrews, solicitors, 115 Myers Street, Geelong 3220.

Prepared by

The reverse side of this sheet must be used before a further sheet is added. If further sheets are added each must be of the same size and quality as this sheet, and have the same margins, and all sheets must be numbered and signed by both the party signing and beneath the number of the sheet by the person certifying.



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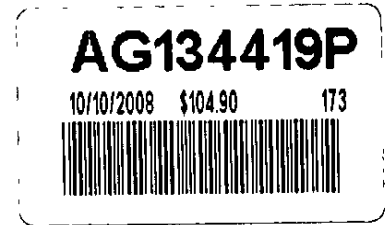
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APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Section 181 (1)

Planning and Environment Act 1987

Lodged at the Land Titles office by:

Name: Herbert S. Davies
Phone: 95238646
Address: 53 Murray Street (P.O.Box 137)
Elsternwick 3185
Ref: 2880 **Customer Code:** 2448Q

The Authority having made an Agreement requires a recording to be made in the Register for the land.

Land: The land in Certificates of Title Volume 8763 Folio 951, Volume 11082 Folio 358 and part of the land in Certificate of Title Volume 11082 Folio 357. *marked A on the plan attached.*

Authority: Surf Coast Shire Council
P.O. Box 350 Torquay, VIC. 3228

Section and Act under which agreement made: Section 173, Planning and Environment Act, 1987

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer: Mark Davies
Position held: Chief Executive Officer
Date: 17/9/2008



Amended in red at lodging party's request C-N 14/11/08

AG134419P

10/10/2008 \$104.90 173



SURFCOAST SHIRE COUNCIL
(“THE RESPONSIBLE AUTHORITY”)

and

DARYL KEITH PELCHEN
(“PELCHEN”)

THIS AGREEMENT is made pursuant to Section 173 of the *Planning and Environment Act 1987*

H.S. DAVIES
53 MURRAY STREET
ELSTERNWICK VIC

Ref: 2880
Tel: 9523 8646
Fax: 9532 8304

THIS AGREEMENT is made the

17th

day of September 2008

BETWEEN: Surfcoast Shire Council of 25 Grossmans Road, Torquay, Victoria
("the Responsible Authority ")

AND DARYL KEITH PELCHEN, of 69 Station Street, Malvern, Victoria
("Pelchen").

WHEREAS:

1. Pursuant to a contract of sale dated 2 May 2007, Pelchen is the anticipated owner of the land comprised in Certificates of Title Volume 8763 Folio 951 and Volume 11082 Folio 357 and part of the land in Volume 11082 Folio 358, being the land described as lot 1 on the plan marked "A" attached hereto which is situated at 1320 Cape Otway Road, Modewarre, Victoria. Pelchen will become the registered proprietor of the said land.
2. Pursuant to the *Planning and Environment Act 1987* ("the Act"), the Responsible Authority is responsible for the administration and the enforcement of the Surf Coast Planning Scheme, which Scheme effects the land.
3. On application by Pelchen, the Responsible Authority issued Planning Permit 05/0653 ("the permit") on the 20 December 2005, as amended on 26 May 2008, in respect of the above land together with the remainder of the land in certificate of title Volume 11082 Folio 358, whereby the whole of the land was permitted to be subdivided into two (2) lots. A copy of the permit is available for inspection at the Responsible Authority's offices during normal business hours upon giving the Responsible Authority reasonable notice.
4. Condition 9 of the permit requires Pelchen to enter into this Agreement to provide for the matters set out in that condition, namely:
 - (a) That the land in lot 1 will not be further subdivided;
 - (b) The implementation of the environmental management plan which has been endorsed by the Responsible Authority within the timeframes specified therein;
 - (c) Ongoing management and maintenance of the property so that the land does not revert back to its former state;
 - (d) Submission of annual reports to the Responsible Authority detailing the progress and status of each year's tasks.
5. The parties enter in to this Agreement:
 - (a) To give effect to the requirements of the Permit; and
 - (b) To achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the land described in paragraph 1 hereof.

THE PARTIES AGREE THAT:

6. This Agreement sets out the whole of the Agreement between the parties. Any amendment or addition shall be of no effect unless it is in writing and attached to this Agreement and acknowledges this Agreement.
7. This Agreement commences as from the date hereof.

AG134419P

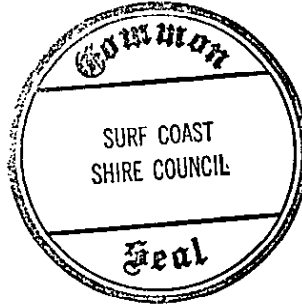
10/10/2008 \$104.90 173




- 8. This Agreement shall enure to the benefit of and be binding upon each of the parties and their respective successors and authorised assigns.
- 9. The legal costs of this Agreement and the lodging fees associated with registering it at the Land Titles Office pursuant to section 181 of the Act, shall be borne by Pelchen.

EXECUTED AS A DEED:

THE COMMON SEAL of SURF COAST
SHIRE COUNCIL was hereunto affixed in)
accordance with instrument of delegation)
dated 4 July 2006 in the presence of:)

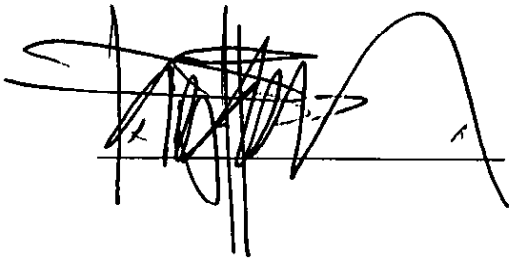




Mark Davies

Chief Executive Officer

SIGNED SEALED AND DELIVERED)
by the said **DARYL KEITH PELCHEN**)
in the State of Victoria in the presence of:)



x  ^

Witness Name: LYNN DEBRA MATHESON

Address: 28 SURREY AVE, SURREY HILLS VIC 3127

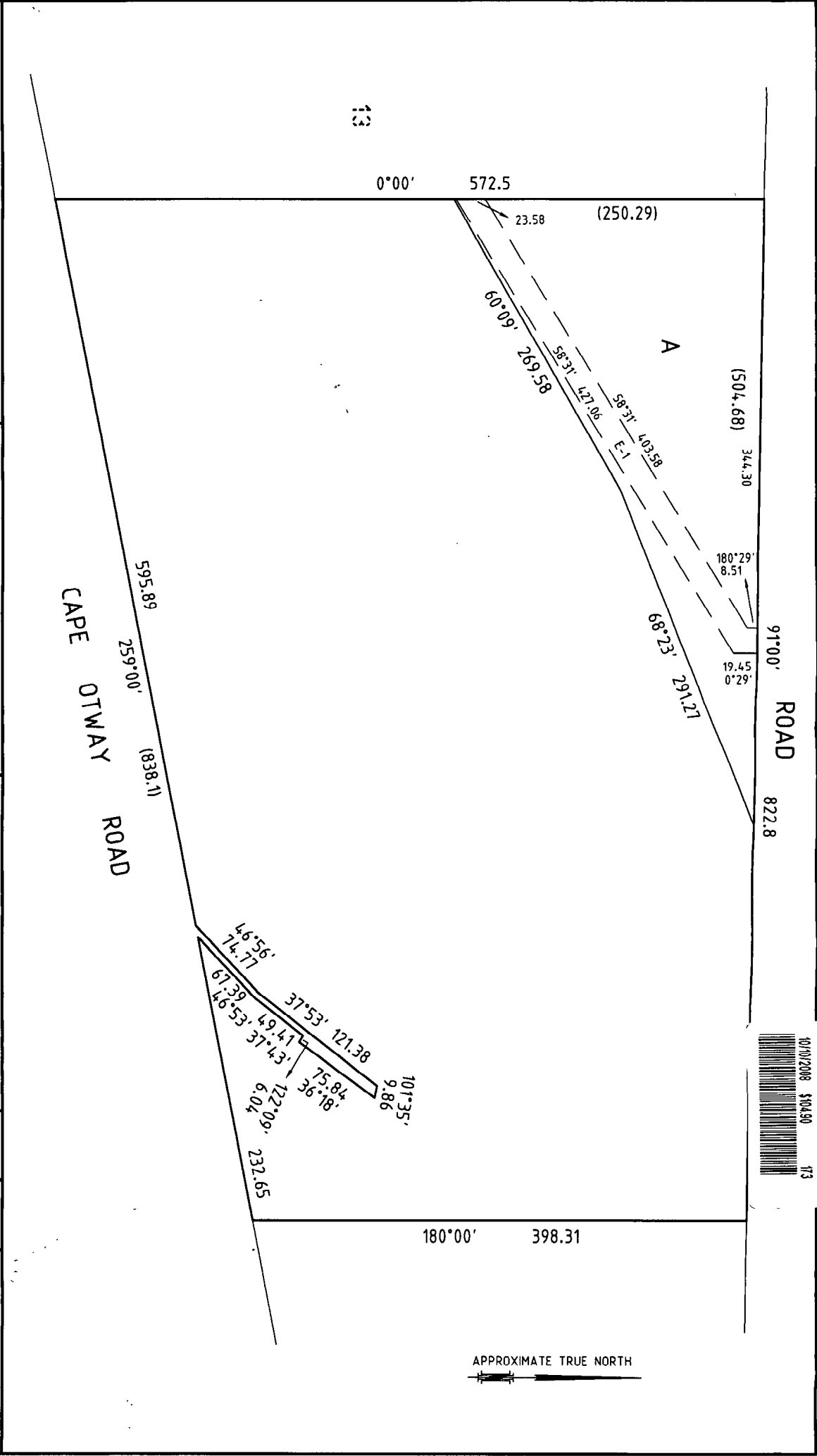
Occupation: ACCOUNTANT

AG134419P

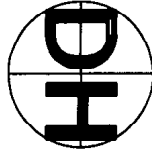
10/10/2008 \$104.90 173



AG134419P
 10/0/2008 \$10430 173



APPROXIMATE TRUE NORTH



DICKSON HEARN PTY LTD
 A.C.N. 006 978 294
 3/92 BRIDGE MALL,
 BALLARAT, 3350.
 Phone (03) 5333 2225 Fax (03) 5333 3220
 email: dicksonhearn@westnet.com.au

NOTES.

PLAN OF SURVEY

**1320 CAPE OTWAY ROAD
 MODEWARRE**

LOT 1 TP936928F

C/T VOL: 11082 FOL: 357

DRAWN	M.D.	DWG. No.
CHECKED	D.J.H.	3834-01
DATE	31/10/08	SHEET SIZE
SCALE	1:3000	REVISION A
		A3
		SHEET 1 OF 1

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

Page 1 of 1

VOLUME 10407 FOLIO 816

Security no : 124070183465D

Produced 02/02/2018 12:50 pm

CROWN GRANT

LAND DESCRIPTION

Crown Allotment T1 Township of Modewarre Parish of Gherang Gherang.

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

ALBERT JOZEF TE WIERIK

FRANSICUS BERNARDUS TE WIERIK both of 1280 CAPE OTWAY ROAD MODEWARRE

ENCUMBRANCES, CAVEATS AND NOTICES

Any crown grant reservations exceptions conditions limitations and powers noted on the plan or imaged folio set out under DIAGRAM LOCATION below.
For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP073612T FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

DOCUMENT END



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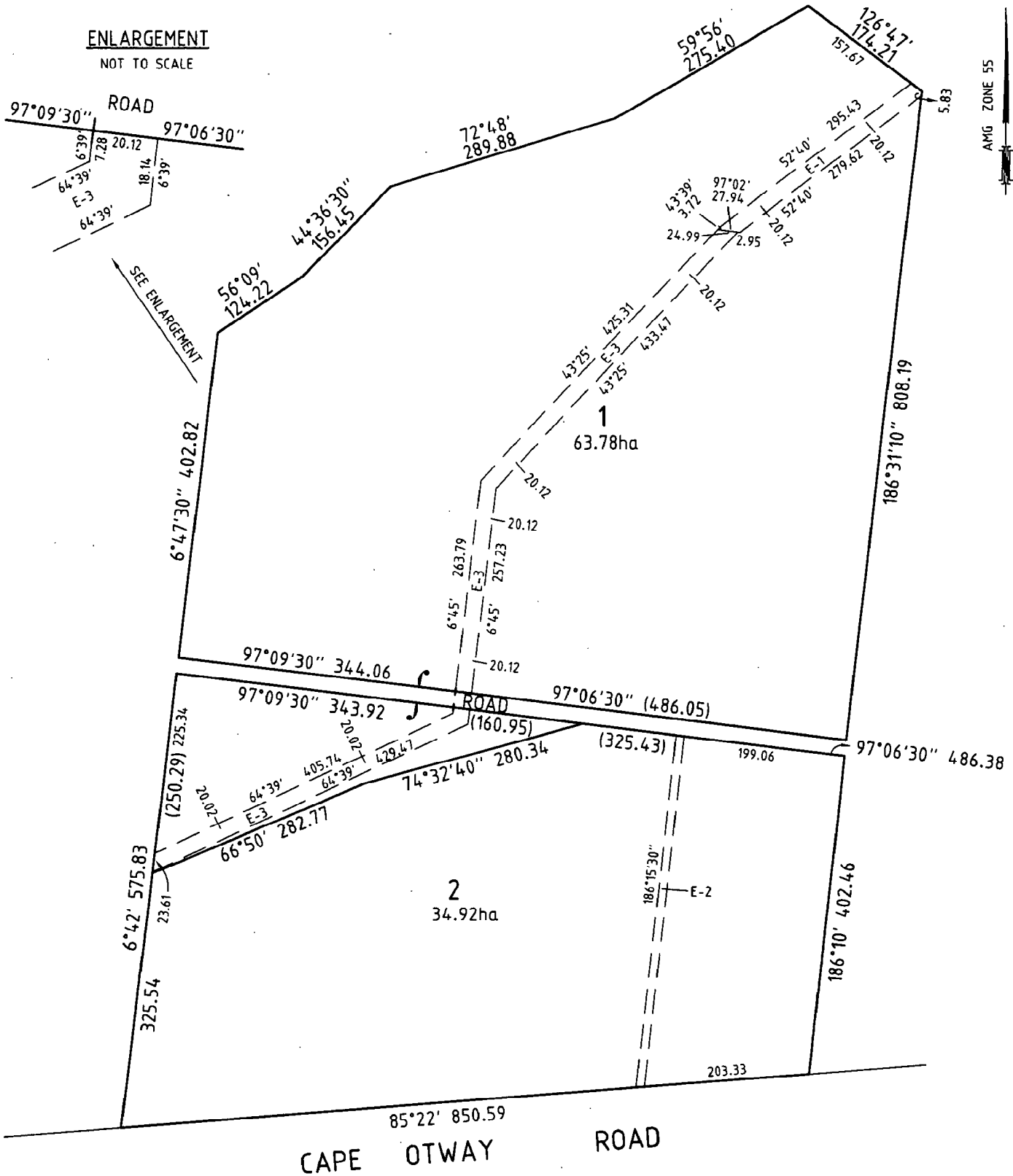
PLAN OF SUBDIVISION

Stage No. /

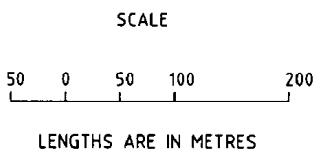
Plan Number

PS 544009 W

ENLARGEMENT
NOT TO SCALE



DICKSON HEARN PTY LTD
A.C.N. 006 978 294
3/92 BRIDGE MALL,
BALLARAT, 3350.
Phone (03) 5333 2225 Fax (03) 5333 3220
email: dicksonhearn@westnet.com.au



ORIGINAL
SCALE
1:5000
SHEET
SIZE
A3

LICENSED SURVEYOR **RUSSELL JOHN DICKSON**
SIGNATURE *[Signature]* DATE **29, 8, 08**
REF. 3834 VERSION 06

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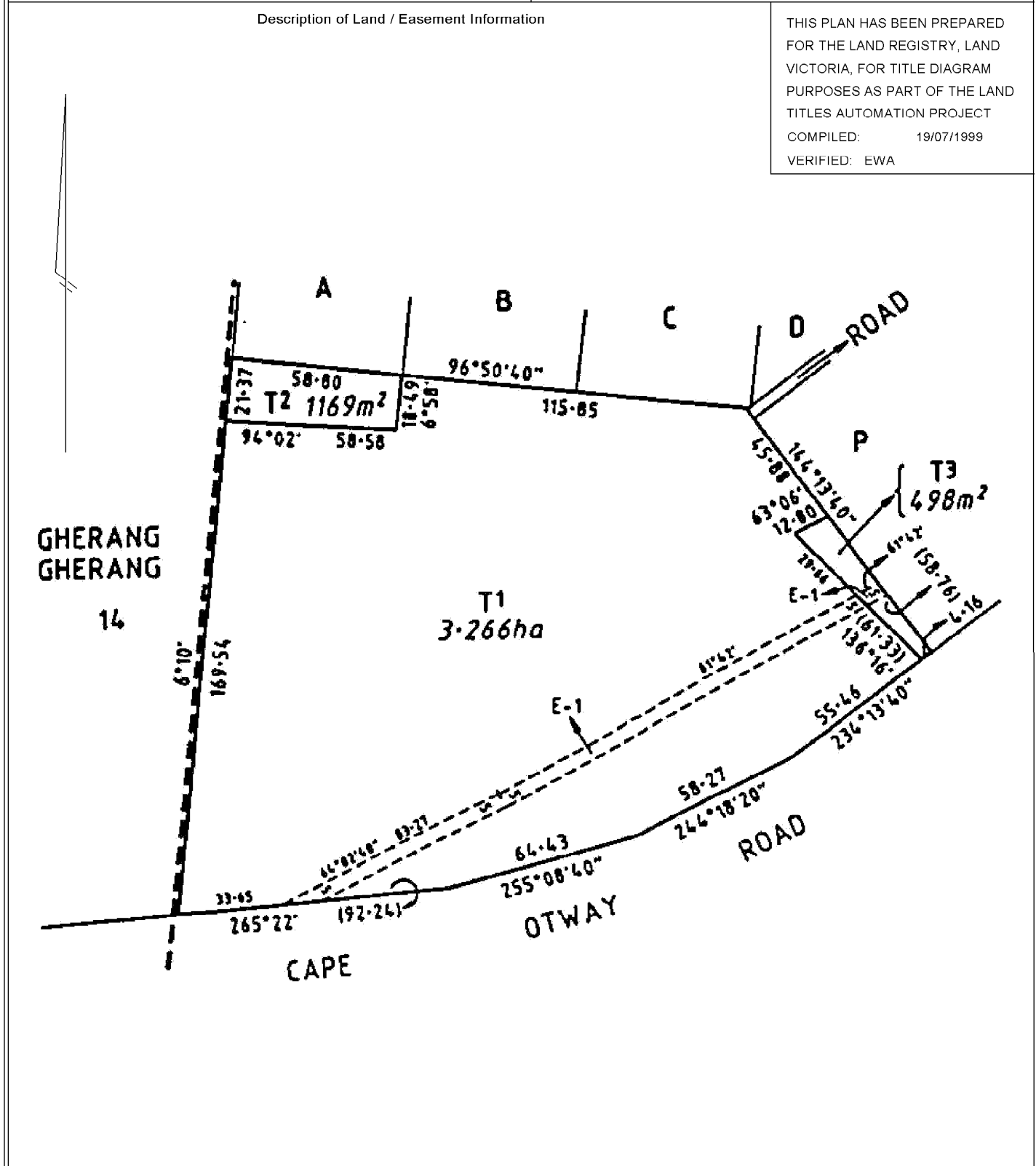
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TITLE PLAN		EDITION 1	TP 73612T
Location of Land Parish: GHERANG GHERANG Township: MODEWARRE Section: Crown Allotment: T1 Crown Portion:		Notations SUBJECT TO THE RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS CONTAINED IN CROWN GRANT VOL. 10407 FOL. 816 AND NOTED ON SHEET 2 OF THIS PLAN	
Last Plan Reference: Derived From: VOL 10407 FOL 816 Depth Limitation: 15 m		ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN	



LENGTHS ARE IN METRES	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 2 sheets
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TITLE PLAN

TP 73612T

LAND DESCRIPTION INCLUDING RESERVATIONS EXCEPTIONS
 CONDITIONS AND POWERS SHOWN ON THE CROWN GRANT

all that piece of land in the said State being Allotment T^{One} in the Township of **MODEWARRE** Parish of **GHERANG GHERANG** and being the land shown enclosed by continuous lines in the map hereon and identified by that allotment number

PROVIDED that this Grant is made subject to -

- (a) the reservation to Us Our heirs and successors of -
 - (i) any minerals within the meaning of the *Mineral Resources Development Act* 1990 and petroleum within the meaning of the *Petroleum Act* 1958 (hereinafter called "the reserved minerals");
 - (ii) rights of access for the purpose of searching for and obtaining the reserved minerals in any part of the said land;
 - (iii) rights for access and for pipe-lines works and other purposes necessary for obtaining and conveying on and from the said land any of the reserved minerals which is obtained in any part of the said land;
- (b) the right to resume the said land for mining purposes pursuant to section 205 of the *Land Act* 1958;
- (c) the right of any person being a licensee under the *Mineral Resources Development Act* 1990 or any corresponding previous enactment to enter on the said land and to do work within the meaning of that Act and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those under which such a person has now the right to do such work in and upon Crown lands provided that compensation as prescribed by Part 8 of that Act is paid for surface damage to be done to the said land by reason of doing such work on it.
- (d) the full and free right and liberty to and for the Telstra Corporation Limited and its servants agents and workmen at all times hereafter to enter in and upon the land delineated and marked E-1 on the plan hereon (hereinafter called "the said land") and to clear the same of obstructions and to dig cut and excavate the same and to lay or place underground telecommunications installations lines and cables therein or thereunder and to use such telecommunications installations lines or cables for all purposes within the meaning of the *Telecommunications Act* 1991 of the Commonwealth of Australia and to repair alter cut off or remove any such installations lines or cables so laid or placed and replace them with others and also to deposit or place and allow to remain on or along the said land or any part thereof all timber earth soil stone gravel or other substance matter or thing which may be removed or excavated in clearing digging cutting and excavating the said land and also to go pass and repass at all times hereafter and for all purposes aforesaid either with or without horses or other animals carts or other carriages through over and along the said land or part thereof.

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Sheet 2 of 2 sheets