

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919

I coathe are in metres

(Sheet 1 of 4 Sheets)

DP1007355

Subdivision covered by Council's Certificate No. 17/99 dated 17 September 1999

PART 1

Full name and address of proprietor of the land

Dallas Reginald Hanrahan and Valerie Margaret Hanrahan of Lot 6 Wee Jasper Road, Yass 2582

Full name and address of of Mortgagee of the land

Westpac Banking Corporation 141 Comur Street Yass 2582

1 Identity of restriction firstly referred to in abovementioned plan.

Easement for Transmission Line 20 wide

Schedule of Lots Affected

Lots Burdened

Lots or Authority Benefited

Lots 1 and 2

Great Southern Energy

2 Identity of restriction secondly referred to in abovementioned plan.

Restrictions as to User

Schedule of Lots Affected

Lots Burdened

Lots or Authority Benefited

Lots 1 and 2

Yass Shire Council

Detarraha Mone

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2 Identity of restriction thirdly referred to in abovementioned plan.

Restrictions as to User

Schedule of Lots Affected

Lots Burdened

Lots or Authority Benefited

Lot 1

Lot 2

PART 2

1 Terms of easement for transmission line 20 wide firstly referred to in abovementioned plan

An easement for the transmission of electricity with full and free right, leave, liberty and licence for Great Southern Energy and its successors to erect, construct, place, repair, renew, maintain, use and remove electricity transmission mains, wires, cables, towers, poles and ancillary works on the surface, undersurface, or subsoil of the easement for the transmission of electricity and for purposes incidental thereto through and/or in and/or over and/or along the easement and to cause or permit electricity to flow or be transmitted through and along the said transmission mains, wires and cables and to cut or trim or lop trees, branches and other growths or foliage and to remove any other obstructions of any kind whatsoever which now or at any time hereafter may overhang, encroach or be in or on the easement and which may or may be likely to interfere with any right, leave, liberty or licence granted hereunder and for any of the purposes aforesaid for Great Southern Energy and every person authorised by it to enter into and upon the easement or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors, workmen, vehicles, things or persons and to bring and place and leave thereon or remove therefrom all necessary material, machinery implements and things provided that Great Southern Energy and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the easement and will restore that surface as nearly as

OlHanraha VM. Handahan

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practicable to its original conditions AND the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building, fence or other erection of any kind or description on, over or under the easement or alter the surface level thereof or carry out any form of constructions affecting the surface, undersurface or subsoil thereof without the Great Southern Energy's permission in writing being first had and obtained PROVIDED that anything permitted by Great Southern Energy under the foregoing covenant shall be executed in all respects in accordance with the reasonable requirements of Great Southern Energy and to the reasonable satisfaction of the Engineer of Great Southern Energy for the time being.

- 2 Terms of Restrictions as to User secondly referred to in the abovementioned plan
 - a A septic tank will not be permitted for future dwelling houses restricting their method of effluent disposal to an aerobic or biological effluent treatment system.
 - b The disposal of household rubbish on site shall be prohibited.
- 3 Terms of Restrictions as to User thirdly referred to in the abovementioned plan
 - a No house shall be erected on the land burdened unless:
 - the external walls are predominantly constructed of brick or stone or of such other material approved in writing by the owner for the time being of the dominant tenement:
 - the materials used in the construction of the building are new or if second hand are approved in writing by the owner for the time being of the dominant tenement.
 - b No garage or other outbuilding shall be erected on the land burdened prior to the erection of a dwelling house without the written consent of the owner for the time being of the dominant tenement.

DRHandahan

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- No caravan shall be permitted to remain on the land burdened prior to C the erection of a dwelling house without the written consent of the owner for the time being of the dominant tenement.
- No fence shall be erected to divide the land burdened from the land d benefited without the written consent of the owner for the time being of the dominant tenement but such consent shall not be withheld if the fence is erected without expence to the owner of the land benefited and in favour of any person dealing with the the owner of the land burdened such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.

The name of the person empowered to release, vary or modify the easement firstly referred to in the abovementioned plan shall be Great Southern Energy and its successors in title.

The name of the person empowered to release, vary or modify the restrictions as to user secondly referred to in the abovementioned plan shall be Yass Shire Council and its successors in title.

The name of the person empowered to release, vary or modify the restrictions as to user thirdly referred to in the abovementioned plan shall be the owner for the time being of the dominant tenement.

SIGNED by Dallas Reginald Hanrahan)

and Valerie Margaret Hanrahan)

MM. Okankahan in the presence of:-

Signed Sealed and Delivered For and on beach of WESTPAC SANCRIC CORPORATION ARBN 007 457 141

CRAIG BAIRD

its duly consilicted Attorney who is ersonally known to me

MAUREEN PHILLIPS

Office N.S.W. Lean Centre th Supervisor I KING ST CONCORD WEST

WESTPAC BANKING CORPORATION ARBN 007 457 141 by its Attornay

who heroby states that at the time of executing this instrument no notice of revocation has been received of the power of Attorney registered in the oblice of the Registrar Canada NA 831 / OK 4059 under the comonly of which this inattoment has been employed.