

Exempt (Section 119) Stamp Act 1921

Surrahath JUL-78 559200 \$ * * * G HOPLST \$***0.00
for COMMISSIONER OF STATE TAXATION

WESTERN AUSTRALIA.
Transfer of Land Act 1893 as amended

No. B552429

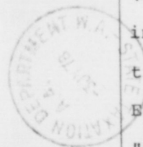
a. Insert type of document here

Blank Instrument Form (see footnote)
a. Grant of Easement

THIS GRANT OF EASEMENT is made the 3 day of July
One Thousand Nine Hundred and Seventy Eight.

BETWEEN:

A.L.R. INVESTMENTS PTY. LTD. of 957 Wellington Street West
Perth in the State of Western Australia and KIMBERLEY FINANCE
CORPORATION LTD. of 442 Murray Street Perth in the said State
(hereinafter called "the Grantors" which expression shall
include the Grantors and their personal representatives and
transferees) of the one part and SHIRE OF MUNDARING of Great
Eastern Highway Mundaring in the said State (hereinafter called
"The Grantee" which expression shall include its successors)
of the other part



Handwritten signature and initials

WHEREAS:-

(a) The Grantors are registered as the proprietors of an estate
in fee simple in all those pieces of land being:

- 1. Lot 23 on Plan 12455 and being formerly part of the land comprised in Certificate of Title Volume 1358 Folio 289. NEW WHOLE OF CERTIFICATE OF TITLE VOLUME 1508 FOLIO 285
- 2. Lot 25 on Plan 12455 and being formerly part of the land comprised in Certificate of Title Volume 1447 Folio 944. NEW WHOLE OF CERTIFICATE OF TITLE VOLUME 1508 FOLIO 287

(hereinafter called "the said land").

(b) The said land is subject to the encumbrances referred to in the Schedule hereto.

(c) In consideration of the sum of ONE DOLLAR (\$1.00) to be paid by the Grantee to the Grantors the Grantors agreed to permit the Grantee to construct and lay a/an open/pipe drain in and through that part of the said land delineated and coloured blue on the sketch plan in the schedule hereto for that purpose and to grant to the Grantee the rights hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AS follows:

- 1. In consideration of the premises the Grantors HEREBY JOINTLY AND SEVERALLY TRANSFER AND GRANT unto the Grantee full and free

NOTE: This Form may be used only when the "Box Type" Form is not suitable. It may be completed in narrative style.

2.

right and liberty at all times hereafter:-

- (a) By its workmen officers servants agents contractors and others acting under the authority of the Grantee with or without motor or other mechanised vehicles or implements laden or unladen from time to time and at all times to enter upon the affected land for the purpose of constructing extending maintaining altering or improving;
- (i) An open and/or pipe drain for the carriage of water through under or upon the affected land and
- (ii) Any apparatus connected with and requisite to secure the safe and proper working of the said open and/or pipe drain (which apparatus is hereinafter referred to as "the fittings") and for all or any of such purposes:-
- (a) To make surveys and take levels of the affected land and set out such parts thereof as the Grantee and its said workmen officers servants agents contractors and others may think fit and to use any earth stones and other things taken therefrom
- (b) To construct extend maintain alter and improve the aforesaid open and/or pipe drain and fittings or any one or more of them through or under the affected land
- (c) To open and break up the soil of the affected land and excavate and sink trenches for the purpose of constructing extending maintaining altering or improving any of the aforesaid open and/or pipe drain and fittings or any one or more of them
- (d) To open cleanse and repair any of the aforesaid open and/or pipe drain and fittings or any one or more of them and alter the position or construction thereof

3.

(b) From time to time and at all times hereafter to use any of the aforesaid open and/or pipe drain for the passage or conveyance of water.

(c) To use the affected land for the purposes of draining:-

(i) the said land and the water drainage thereto.

(ii) the land and roadways and adjoining the said land and the water draining thereto.

2. The Grantors for themselves and their successors in title the registered proprietor or proprietors for the time being of the said land HEREBY JOINTLY AND SEVERALLY COVENANT with the Grantee:-

Not to make or erect or cause permit or suffer to be made or erected any building or improvement or part thereof under or over the affected land nor to plant or suffer or permit to be planted any trees thereon nor to place or permit to be planted or to be placed anything or any part thereof on the affected land or any part thereof which does or may be likely to prevent or hinder the Grantee in the exercise of its rights and privileges hereunder without the consent of the Grantee in writing first had and obtained.

3. The Grantee shall at all times maintain the said drain in good and safe working order and condition and shall ensure that the said drain shall be so used and maintained that no damage or injury shall be caused to the adjoining land of the Grantors or to any improvements and erections thereon.

4. And the Grantee HEREBY COVENANTS with the Grantors and their successors in title the registered proprietor or proprietors for the time being of the said land to complete any work from time to time commenced on the affected land with all convenient speed and fill in consolidate and level off any holes or trenches thereby made on the affected land and to

carry away all earth and rubbish occasioned by the work and whilst the soil or surface is opened and during the progress of any construction alteration repair or maintenance work to any fittings on the affected land to ensure that the same is properly guarded and to affix adequate signs or notices for the warning of persons likely to be endangered by such work.

5. The costs of and incidental to the instructions for and preparation execution and stamping of this Indenture together with the stamp duty thereon shall be paid by the ~~Grantee~~ Grantor.

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

THE COMMON SEAL of A.L.R. INVESTMENTS)
PTY. LTD. was hereunto affixed by)
authority of the Board of Directors)
in the presence of:)

Director: *P.E. Rine*
Secretary: *[Signature]*



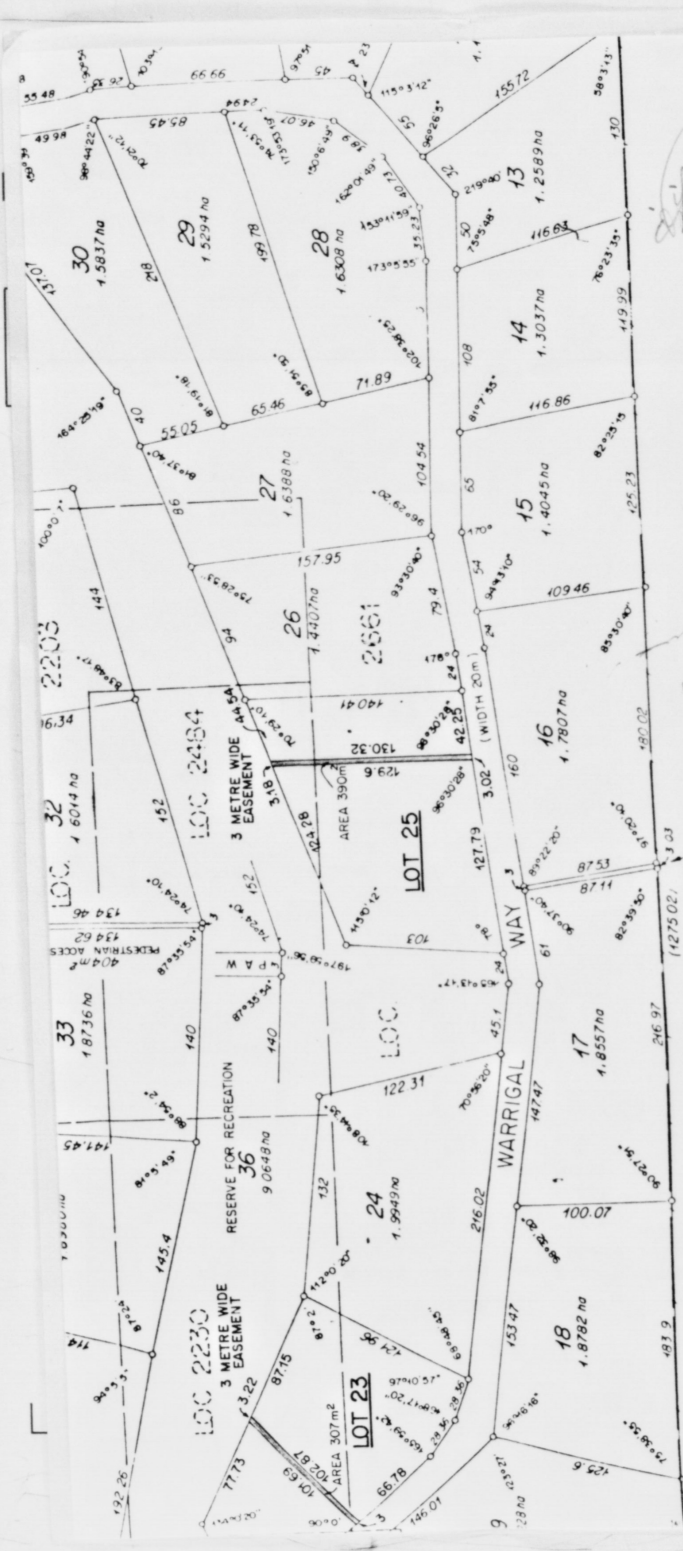
THE COMMON SEAL of KIMBERLEY FINANCE)
CORPORATION LTD. was hereunto affixed)
by authority of the Board of Direc-)
tors in the presence of:)

Director: *[Signature]*
Secretary: *[Signature]*



THE COMMON SEAL of SHIRE OF MUNDARING)
was hereunto affixed by authority of)
a resolution of the Council in the)
presence of:)

Shire President: *[Signature]*
Shire Clerk: *[Signature]*



BROWN, McALLIS
 LICENSED SURVEYORS
 38 Ventnor Avenue
DRAINAGE EASEMENTS E:
23 & 25.

Handwritten notes and signatures:
 A 4967 S.F.
 [Signature]
 [Signature]
 [Signature]

5.

THE SCHEDULE

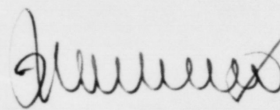
ENCUMBRANCES TO WHICH LAND IS SUBJECT

Mortgage B482635 in favour of the National Bank of Australasia Limited.

Hereby consent to the mortgage

Witnessed by THE NATIONAL BANK OF AUSTRALASIA LIMITED by being signed in Western Australia by its Attorney **WILFRED DESMOND ASQUITH MAYS** under Power of Attorney No. **A705359** who has indicated to the Registrar of Titles the presence of the said bank

THE NATIONAL BANK OF AUSTRALASIA LIMITED
By its Attorney



No.

B552429

LEASE PLAN.

FEES (office use)	\$	c
	180	

Parties A.L.R. INVESTMENTS PTY. LTD.
and KIMBERLEY FINANCE CORPORATION LTD.
and
SHIRE OF MUNDARING
JM:EA:M27770

Lodged by Murray Settlements
Address 297 Murray Street
Perth WA 6000
Phone No.

Use this space for instructions if any documents are to issue to other than lodging party.

7/12

Titles, Crown Leases, Declarations, etc., lodged with this document. (To be filled in by person lodging.)

- | | |
|--------------------------|--------------------------|
| 1. <i>Lease document</i> | } Received items
No's |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |

Rec. Clerk. *[Signature]*

BELOW THIS LINE FOR OFFICE USE ONLY

Encumbrances not notified on face.

Registered *7 July 1978*
at *10:24* o'clock and
particulars entered in the Register Book.

New Titles to issue or Endorsing instruction.

Encumbrance

Initials of Signing Officer

[Signature]

REGISTRAR OF TITLES

EXAMINED. *[Signature]*

L.T. 14

SANDS & McDONNELL STOCK FORM 324