

N131136 E

24 Sep 2015 13:07:57 Perth



INSTRUCTIONS

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. Insert document type.
2. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

Public Access Easement

LODGED BY:

ADDRESS:

Vicid Tollpoff Settlements

PHONE NO: PO Box 1200

WEST PERTH WA 6872

FAX NO: Ph: 6311 4815 Fax: 6311 4899

REFERENCE NO:

PEAR

PREPARED BY: Chalmers Legal Studio

ADDRESS:

Studio 7, The Wills Building

82-84 King Street

PERTH WA 6000

Our Ref: LC:42780M:ab-01(CP42)

v1 Clean Revision 26/06/2015

PHONE NO: 9360 4100 FAX NO: 9360 4199

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

2/2

TITLES, LEASES, DECLARATIONJS ETC. LODGED HERewith

1. _____
2. _____ Received Items
3. _____ Nos.
4. _____
5. _____
6. _____ Receiving Clerk

WM

Registered pursuant to the provisions of the *TRANSFER OF LAND ACT 1893* as amended on the day and time shown above and particulars entered in the Register.

EXECUTED by MADELEY
DEVELOPMENT ALLIANCE
PTY LTD (ACN 147 3250 271)
pursuant to Section 127 of the
Corporations Act 2001:

Director

Paul Bitdorf

Full Name (Please Print)

* Delete if inapplicable

Director/Secretary *

Ronnie Michel-Elhaj

Full Name (Please Print)

EXECUTED for and on behalf of the
CITY OF WANNEROO pursuant to
section 9.49A(4) of the Local
Government Act 1995 and delegated
authority 2.7:

Signed

DIRECTOR PLANNING & SUSTAINABILITY
IMPLEMENTATION

Position

PHILIP ST JOHN

Full Name (Print)

Signed

Position

Full Name (Print)

ONLY ONE SIGNATURE
UNDER DA 2.7

for any costs associated with such repair or maintenance.

8. Local Government's Covenants and Acknowledgements

The Local Government acknowledges that:

- 8.1 the rights created in the Easement herein are not granted exclusively and are granted by the Grantor in common with the corresponding rights of the Grantor and other persons lawfully entitled to exercise such rights and that where the consent of the Local Government is required pursuant to the terms of this grant, such consent shall not unreasonably be withheld; and
- 8.2 in the event of the Grantor otherwise needing to obstruct a portion of the Easement temporarily for a purpose associated with the use of the Land, the Local Government will not unreasonably withhold its consent PROVIDED THAT access through or to the Easement is not in the opinion of the Local Government unreasonably impeded.

9. Costs

- 9.1 The Grantor will pay the costs of the preparation and stamping of this Deed including the reasonable costs of the Local Government's solicitors in reviewing this Deed.
- 9.2 The Grantor will pay all duty and registration fees payable on this Deed.

10. Notices

- 10.1 In addition to effecting service under any statute including but not limited to the *Interpretation Act 1984*, any statement, demand or notice to any party may be validly served for the purposes of this Deed by being delivered or sent by registered post to the address of the addressee or sent by facsimile to the facsimile number of the addressee.
- 10.2 Service under this clause is taken to be effected:
- 10.2.1 where delivered, upon actual delivery ;
- 10.2.2 where sent by facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.
- 10.2.3 where posted on the day 2 days after the date of posting.

11. Governing Law

- 11.1 This Deed will be construed in accordance with the laws of Western Australia.
- 11.2 The parties submit to the non exclusive jurisdiction of the Courts of Western Australia.

12. Limitations, Interests, Encumbrances and Notifications

- 12.1 The Land is subject to the following Limitations, Interests, Encumbrances and Notifications:
- 12.1.1 Mortgage 391695.

EXECUTED as a deed.

5. Further Assurance

The parties must do all acts and things and execute all documents to give effect to the intentions and matters of this Deed and to ensure that it is registered with the Western Australian Land Information Authority ("Landgate"), Western Australia pursuant to the TLA.

6. No Implied Easements

- 6.1 The parties agree that no easement is created or implied in favour of the Local Government over any part of the Land other than as specifically set out in this Deed.

7. Grantor's Covenants

The Grantor HEREBY COVENANTS AND AGREES with the Local Government that:

7.1 Grantor's Power

Notwithstanding anything made, done, omitted or knowingly suffered, the Grantor has full power to make the grant set out herein and assures the Local Government such grant shall remain to and be quietly held and enjoyed by the Local Government and the benefit thereof shall be received and taken accordingly without interruption or disturbance by the Grantor or any person claiming by, through, under or in trust for or in any way against the Grantor.

7.2 Indemnity to Other Interest Holders

In the event that the grant set out herein or the lawful use of the Easement impinges on the rights of prior equitable interest holders in the Land, the Grantor HEREBY INDEMNIFIES the Local Government against any claim that may arise out of such circumstances.

7.3 Grantor to Perfect Grant Where Required

The Grantor and every other person having or rightfully claiming any estate or interest in the Land will from time to time and at all times hereafter at the request of the Local Government do all such lawful assurances and things for more perfectly assuring the grant set out herein as the Local Government reasonably requires.

7.4 No Obstruction of Easement

Subject to the provisions of clause 8.1 the Grantor will not construct, erect or build or suffer to be constructed, erected or built any building structure or obstruction whatsoever on the Easement or any part thereof or use or permit the Land to be used in such a way as to obstruct or interfere with the use of the Easement without the consent in writing of the Local Government first being obtained and nor will the Grantor construct or cause to be constructed any fence or obstruction on the boundary of the Land where the Easement adjoins a neighbouring lot unless agreed to in writing by the Local Government.

7.5 Construction and Maintenance of Easement

If requested by the Local Government, the Grantor shall construct and/or pave the right of way comprising the Easement to the satisfaction of the Local Government and where appropriate to a standard stipulated in any development approval or planning consent, where the Easement has not already been paved. Further the Grantor or its successors in title as may be appropriate shall bear the responsibility and cost for repair and maintenance of the Easement and the Grantor further assures the Local Government that the Local Government shall not be liable

"Rights" means the rights, details of which are set out in clause 4.1 of this Deed;

"Subject Land" means those portions of CP Lot 42 and Lot 43 marked "A" on the Survey Strata Plan;

"Survey Strata Plan" means Survey Strata Plan 70632;

"the Grantor" means Madeley Development Alliance Pty Ltd and its successors in title of the Land;

"TLA" means the *Transfer of Land Act 1893*.

2.2 Construction of Terms

Unless repugnant to the sense or context:

- 2.2.1 every covenant or agreement expressed or implied in this Deed in which more persons than one covenant or agree shall bind such persons and every two or more of them jointly and each of them severally;
- 2.2.2 reference to any party shall mean and include a reference to that party, his successors or personal representatives (as the case may be) and transferees;
- 2.2.3 words importing the singular or plural numbers shall include the plural number and singular number respectively;
- 2.2.4 a reference to any gender shall include all genders;
- 2.2.5 references to statutes shall include all statutes amending or consolidating the statutes referred to;
- 2.2.6 words (including defined expressions) importing individual persons only shall include corporations;
- 2.2.7 headings shall not affect the construction or interpretation of the Deed;
- 2.2.8 references to clauses are references to the clauses of this Deed.

3. Grant

- 3.1 The Grantor as beneficial owner and registered proprietor of the Land grants to the Local Government a public access easement pursuant to Section 195 and 196 of the LAA comprising the Rights described more particularly in clause 4.1.

4. The Rights

- 4.1 Subject to the provisions of clause 6 the Rights granted by clause 3 are the rights of the Local Government and the Permitted Persons in common with all persons who have the like right at all times and for all purposes to pass and repass over the Subject Land with or without vehicles for the purpose of refuse collection by the Local Government.
- 4.2 The Rights shall be enjoyed by the Local Government and the Permitted Persons in common with the Grantor and the Grantor's officers, employees, contractors, workmen, agents, invitees and others acting with the Grantor's express or implied permission from time to time.

FORM B2

Form Approval No. B1331



WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

**PUBLIC ACCESS EASEMENT – S.195 &
196 LAND ADMINISTRATION ACT**

(Note 1)

THIS DEED is made the 17th day of JULY 2015.

BETWEEN:

MADELEY DEVELOPMENT ALLIANCE PTY LTD (ACN 147 3250 271) of Post Office Box 51, Northbridge in the State of Western Australia ("the Grantor")

AND:

CITY OF WANNEROO of 23 Dundobar Road, Wanneroo in the said State ("the Local Government")

1. Recitals

- 1.1 The Grantor is registered as the proprietor of the Land which is within the district of the Local Government.
- 1.2 The Grantor is desirous of developing the Land for which the approval of the Local Government has been obtained.
- 1.3 The Grantor pursuant to Sections 195 and 196 of the LAA grants the Rights out of the Land for the benefit of the Local Government.

NOW THIS DEED WITNESSES:

2. Definitions

2.1 In this Deed:

"CP42" means common property lot CP42 on the Survey Strata Plan;

"Easement" means the easement granted pursuant to clause 3.1 of this Deed;

"LAA" means the *Land Administration Act 1997*;

"Land" means Lot 750 on Deposited Plan 404097 being the whole of the land comprised in Certificate of Title Volume 2872 Folio 280;

"Local Government" means City of Wanneroo and its successors;

"Lot 43" means Lot 43 on the Survey Strata Plan;

"Permitted Persons" means the servants, agents, or contractors of the Local Government;

LC:42223M:lm-01

Document Notes:

28/10/2015 09:22:01

RE-TIMECLOCKED TO 22/10/15 BY LETTER DATED 23/9/15 - SEE N131135.

28/10/2015 09:39:32

The following to be added to page 4, item 12.1.1 as per letter dated 27/10/15:

M994909 RESTRICTIVE COVENANT TO MAIN ROADS COMMISSIONER.

COVENANT BURDEN CREATED UNDER SECTION 150 P&D ACT TO CITY OF WANNEROO.

M994910 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND.

VICKI PHILOFF
SETTLEMENTS

SETTLE WITH EASE

26 October 2015

Our ref: 146954 SLR

Landgate Examinations
Midland
PO Box 2222
MIDLAND

Helen Turner

Dear Helen,

32 Delhi Street, West Perth WA 6005
PO Box 1800 West Perth WA 6872
Telephone +618 6311 4888
Facsimile +618 6311 4899
Email info@vickiphilipoff.com.au
www.vickiphilipoff.com.au



**RE: 360 WANNEROO ROAD, MADELEY
MADELEY DEVELOPMENT ALLIANCE PTY LTD – DEALING N131135-36**

In our capacity as settlement agent for the applicant we request easement document N131136 be uplifted to arrange for endorsement of State Revenue Duty.

Our office will collect the document from your Midland office.

Please advise when the document will be available for collection

Yours faithfully

VICKI PHILOFF SETTLEMENTS

STEVE ROWLES

Licensee with over 20 years experience
steve@vickiphilipoff.com.au
Direct Line 6311 4888

Members of: Australian Institute of Conveyancers (WA) Division
Strata Community Australia
Property Council of Australia
Real Estate Institute of WA

Independent Settlement Agents Association (Inc)
Urban Development Institute of Australia
Chamber of Commerce

INDEPENDENT REAL ESTATE SETTLEMENT AGENCY
Licensee: Vicki Philipoff Settlements Pty Ltd
T/F The V Philipoff Family Discretionary Trust No 2 T/A Vicki Philipoff Settlements
ACN 085 689 470 ABN 11 105 947 750

27 October 2015

Our ref: 146954 SLR

Landgate Examinations
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MIDLAND WA

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Email info@vickiphilipoff.com.au
www.vickiphilipoff.com.au



Dear Sir/Madam

RE: 360 WANNEROO ROAD, MADELEY—DEALING N131135-36
MADELEY DEVELOPMENT ALLIANCE PTY LTD

Further to requisition issued 26th October we advise that in our capacity as agent for the applicant we request the following

Document N131136 add to page 4, item 12.1.1

M994909 Restrictive covenant to Main Roads Commissioner
Covenant burden created under section 150 P&D act to City of Wanneroo
M994910 Notification contains factors affecting the within land.

Document N64638 please add the date of the document being 16th July 2015
Add to the parcel description Volume 2872 and Folio 280
Add the word "Contents" before the number 2 on the second page listing the contents of the Management Statement
Amend the first page of Schedule 1 in the definition for "Schedule 1 bylaws" amend the number 29 to the number 40.

Yours faithfully
VICKI PHILIPPOFF SETTLEMENTS

STEVE ROWLES
Licensee with over 20 years experience
steve@vickiphilipoff.com.au
Direct Line 6311 4888

Members of: Australian Institute of Conveyancers (WA) Division
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Licensee: Vicki Philipoff Settlements Pty Ltd
T/F The V Philipoff Family Discretionary Trust No 2 T/A Vicki Philipoff Settlements
ACN 085 689 470 ABN 11 105 947 750