

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 full name, address and occupation of the witness must be stated.

N880315 E COPY

23 Apr 2018 12:52:04 Perth



LODGED BY

ADDRESS **HWL Ebsworth Lawyers**
Level 11
167 St Georges Tce
Perth WA 6000

PHONE No.

FAX No. **LANDGATE BOX 64V**

REFERENCE No.

ISSUING BOX No.

PREPARED BY **HWL EBSWORTH LAWYERS**

ADDRESS **LEVEL 11**
167 ST GEORGES TCE
PERTH WA 6000
Ref: 292845

PHONE No. **9420 1500** FAX No. **1300 704 211**

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

2/3

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

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

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.

EXAMINED

Doc ID 460639963/v2



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CONSENT OF MORTGAGEE

The Mortgagee pursuant to the mortgage granted to it by the Grantor and registered against the Servient Tenement as document number 1880307 (Mortgage) hereby unconditionally consents to this and covenants and undertakes to the Grantee that it will only exercise its rights and remedies under the Mortgage subject to this Easement and the Grantee's rights under this Easement.

DATED

16/9/16 this day of ADY

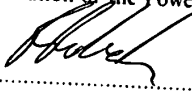
2018


Australia and New Zealand Banking Group Ltd
By its attorney Rasika Wijayathunga
Team Leader on 16/9/16 P/A No: N144293

CASSANDRA ANNE BISGROVE
70 GRADIENT WAY, BELDON WA 6027
LICENSED SETTLEMENT AGENT
PHONE: 9401 3769

EXECUTED by the parties as a deed

Signed by **PERRON DEVELOPMENTS PTY LTD (ACN 000 230 446)** by its Attorney **ROSS WILLIAM ROBERTSON** pursuant to a Power of Attorney dated 4 July 2013, being registered document number M334536, who declares that he has not received any notice of the revocation of the Power of Attorney, in the presence of:

Signature of Attorney: 


Signature of Witness: 

Full Name of Witness: MURTAMBURR WILLIAMS

Address of Witness: 10 4 PLAIN ST EAST PERTH

Occupation of Witness: EXECUTIVE ASSISTANT

Signed by **Sean Stefan Brand** in the presence of:

x 
Signature of witness


x 
Signature of **Sean Stefan Brand**


x KIM ANNE DAYNES
Full name of witness (print)

x 4 MELIA COVE CANNING VALE
Address of witness (print)

x ADVISER
Occupation of witness (print)

Signed by **Louisa Johanna Brand** in the presence of:

x 
Signature of witness

x 
Signature of **Louisa Johanna Brand**

x KIM ANNE DAYNES
Full name of witness (print)

x 4 MELIA COVE CANNING VALE
Address of witness (print)

x ADVISER
Occupation of witness (print)

SCHEDULE

ITEM 1: DOMINANT TENEMENT

Lot 9030 on Deposited Plan 412696 and being the whole of the land comprised in Certificate of Title Volume 2944 Folio 656 limited to the portion marked with the letter "B" on Deposited Plan 407799.

ITEM 2: DOMINANT TENEMENT ENCUMBRANCES – LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:

- Easement burden created under section 167 P. & D. Act for sewerage purposes to Water Corporation - see Deposited Plan 400948 as created on Deposited Plan 403456.
- Easement burden created under section 167 P. & D. Act for electricity purposes to Electricity Networks Corporation - see Deposited Plan 400948 as created on Deposited Plan 403456.
- Easement burden created under section 167 P. & D. Act for sewerage purposes to Water Corporation - see Deposited Plan 400948 as created on Deposited Plan 407091.
- Easement burden created under section 167 P. & D. Act for water purposes to Water Corporation - see Deposited Plan 400948 as created on Deposited Plan 407091.
- Easement burden created under section 167 P. & D. Act for electricity purposes to Electricity Networks Corporation - see Deposited Plan 400948 as created on Deposited Plan 407091.
- Easement burden created under section 167 P. & D. Act for electricity purposes to Electricity Networks Corporation - See Deposited Plan 400948 as created on Deposited Plan 407423.

ITEM 3: SERVICIENT TENEMENT

Lot 834 on Deposited Plan 403456 and being the whole of the land comprised in Certificate of Title Volume 2875 Folio 104.

ITEM 4: SPECIFIED ENCUMBRANCES – LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:

- N880307, Mortgage to AUSTRALIA & NEW ZEALAND BANKING GROUP LIMITED

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- (b) Headings have been inserted for guidance only and shall be deemed not to form part of the context.
- (c) The Schedule forms part of this deed.
- (d) Unless contrary to the sense or context, a reference to a party includes that party's executors, administrators, personal representatives, successors and assigns.
- (e) Where applicable:
 - (i) words denoting the singular include the plural;
 - (ii) words denoting the plural include the singular; and
 - (iii) words denoting a gender include each gender.
- (f) Reference to a thing (including any reference in a definition in this clause) includes a reference to the whole and each part of that thing.
- (g) Unless the context otherwise requires a reference to a clause is a reference to a clause of this deed, and a reference to a subclause is a reference to a subclause of the clause in which the reference occurs.
- (h) Where applicable, a reference to a person includes a body corporate and reference to a body corporate includes a natural person.

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(c) other persons from time to time authorised expressly or impliedly by the Grantee,

an easement for drainage purposes, being the right at any time to enter upon and use the Easement Area (if necessary with vehicles and equipment) to break the surface of, dig, open up and use the Easement Area for the purpose of laying down, fixing, taking up, repairing, re-laying, replacing or examining drains or drainage pipes and of using and maintaining those drains and drainage pipes for drainage purposes.

3. CONDITIONS APPLYING TO EASEMENT

3.1 Non-exclusive right

The Grantee ACKNOWLEDGES that the rights created in the Easement are not created exclusively and are created by the Grantor in common with the corresponding rights of the Grantor and other persons lawfully entitled to exercise such rights and are subject to the Grantor's rights under this deed.

3.2 Not to obstruct

The Grantor covenants and agrees with the Grantee not to construct or place or suffer to be constructed or placed, any obstruction on the Easement Area which would prevent or substantially interfere with the use of the Easement Area without the Grantee's consent, which will not be unreasonably withheld.

3.3 Easement to Run with Servient Tenement

The Easement is intended to run with the Servient Tenement and to bind the Grantor and every successive registered proprietor of the Servient Tenement in favour of the Grantee.

4. GRANTOR TO PERFECT GRANT

The Grantor and every other person having or rightfully claiming any estate or interest in the Servient Tenement will from time to time, and at all times at the request of the Grantee, do all such lawful assurances and things for more perfectly assuring the grant of the Easement as the Grantee reasonably requires.

5. GENERAL

5.1 Notices

Any notice, or other communication to or by a party under this deed:

- (a) must be in writing and given:
 - (i) in the case of the Grantor – to the address of the Grantor shown on the Certificate of Title for the Servient Tenement; and
 - (ii) in the case of the Grantee – to the address of the Grantee shown on this deed,
 - (iii) or to any other address specified by any party to the sender by notice;
- (b) must be signed by the sender or an attorney, or a director or secretary or under the common seal of the sender or by a solicitor on behalf of the sender; and
- (c) will be treated as having been given by the sender and received by or served on the addressee:
 - (i) if by delivery in person - when delivered to the addressee; and
 - (ii) if by registered post - on the day which is the third Business Day after the date of posting.

6. INTERPRETATION

- (a) Where a reference to a party includes more than one person the rights and obligation of those persons shall be joint and several.

TRANSACTION DATED 20/12/17

ENDORSED \$ NIL

NO DUTY PAYABLE HEREON DUTIES ACT 2008

19/4/18
for COMMISSIONER OF STATE REVENUE

TRANSACTION DATED 16/4/18

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DUTIABLE VALUE

VG VALUED JP

FORM B2
FORM APPROVAL NO. B1214

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

GRANT OF EASEMENT

(Note 1)

THIS DEED is made the 23 day of APRIL 2018

BETWEEN:

Sean Stefan Brand and Louisa Johanna Brand both of 34 Bellini Avenue ELLENBROOK WA 6069 (**Grantor**)

AND

Perron Developments Pty Ltd ACN 000 230 446 of 4 Plain Street EAST PERTH WA 6004 (**Grantee**)

RECITALS:

A. The Grantor is registered as the proprietor of an estate in fee simple in the Servient Tenement.

B. The Servient Tenement has a drainage connection to the drainage system provided under the Urban Water Management Plan having reference WAPC No. 148831 for Lot 45 Armadale Road, Piara Waters.

C. The Grantor has agreed to grant an easement for drainage for the benefit of the Dominant Tenement, on the terms set out in this deed.

OPERATIVE PART:

The parties covenant and agree as follows:

1. DEFINITIONS

In this deed:

Dominant Tenement means the land described in Item 1 of the Schedule to this deed;

Dominant Tenement Encumbrance means the limitations, interests, encumbrances and notifications registered against the Dominant Tenement, as set out in Item 2 of the Schedule to this deed.

Easement means the easement granted by the Grantor as set out in clause 2 of this deed;

Easement Area means that part of the Servient Tenement shown marked with the letter "D" on Deposited Plan 407799;

Servient Tenement means the land described in Item 3 of the Schedule to this deed; and

Specified Encumbrance means the limitations, interests, encumbrances and notifications listed in Item 4 of the Schedule to this deed.

2. GRANT OF EASEMENT

The Grantor, being the registered proprietor for the time being of the Servient Tenement, subject to the Specified Encumbrances, hereby grants to:

(a) the Grantee;

(b) the Grantee's employees, agents, contractors and invitees; and

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