

Council Agenda - 24 January 2019 - Agenda Item 15.1
Attachment 2 - Certificate of Title (Folio Text, Folio Plan and Schedule of Easements)

SEARCH OF TORRENS TITLE

VOLUME	FOLIO
143829	5
EDITION	DATE OF ISSUE
7	13-Sep-2012

SEARCH DATE : 07-Jan-2019
SEARCH TIME : 03.23 PM

DESCRIPTION OF LAND

City of LAUNCESTON
Lot 5 on Sealed Plan 143829
Derivation : Part of 2,000 Acres Located to E Patterson
Prior CTs 112913/210 and 115839/2

SCHEDULE 1

M216736 & M356912 CASEY ANNE ATHERTON Registered
04-Jan-2012 at 12.01 PM

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
SP143829 EASEMENTS in Schedule of Easements
SP143829 COVENANTS in Schedule of Easements
SP143829 FENCING COVENANT in Schedule of Easements
SP 43735 COVENANTS in Schedule of Easements
SP 43735 & SP115839 FENCING COVENANT in Schedule of Easements
C594926 AGREEMENT pursuant to Section 71 of the Land Use
Planning and Approvals Act 1993 Registered
19-Nov-2004 at noon
D62456 MORTGAGE to Commonwealth Bank of Australia
Registered 13-Sep-2012 at 12.01 PM

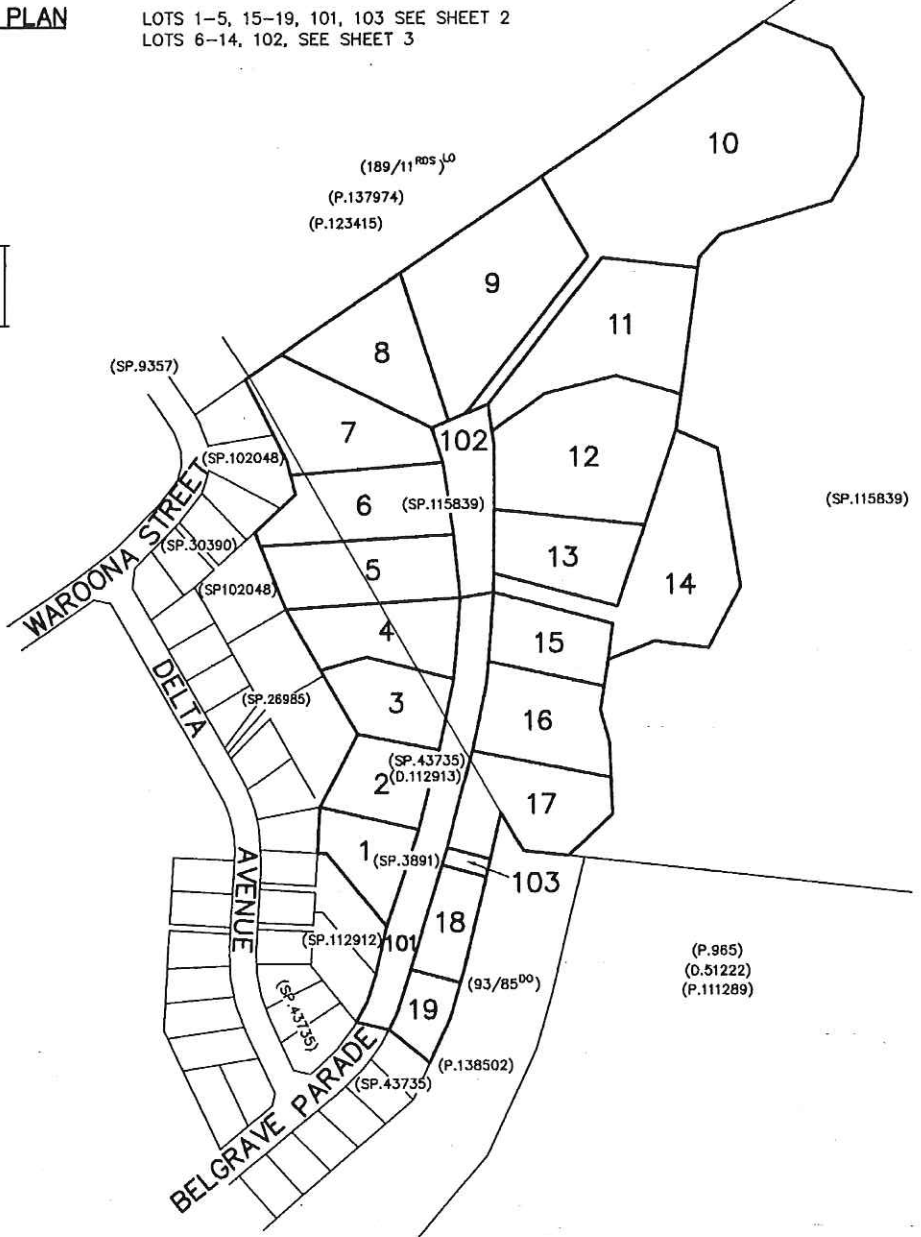
UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

OWNERS: CLAIRE HILDA DOWNIE & JOAN EDELINE DOWNIE & NICHOLAS ANDREW DOWNIE		PLAN OF SURVEY BY SURVEYOR PETER NOEL ANDERSON of CAMPBELL SMITH PHELPS PEDLEY 3-23 BRISBANE ST. LAUNCESTON of land situated in the LOCATION CITY OF LAUNCESTON		Registered Number SP143829
FOLIO REFERENCE: CT. 112913-210 & CT. 115839-2				APPROVED <u>28 JUL 2005</u> EFFECTIVE FROM
GRANTEE: PART OF 2000 ACRES LOCATED TO ELIZABETH PATTERSON		SCALE: 1:2500	LENGTHS IN METRES	SURVEYORS REF: 250-03 <i>Hill Kenna</i> Recorder of Titles
MAPSHEET MUNICIPAL CODE No>(120) 5040-24	LAST UPI No	LAST PLAN D.112913, No>S.P.115839	ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN	

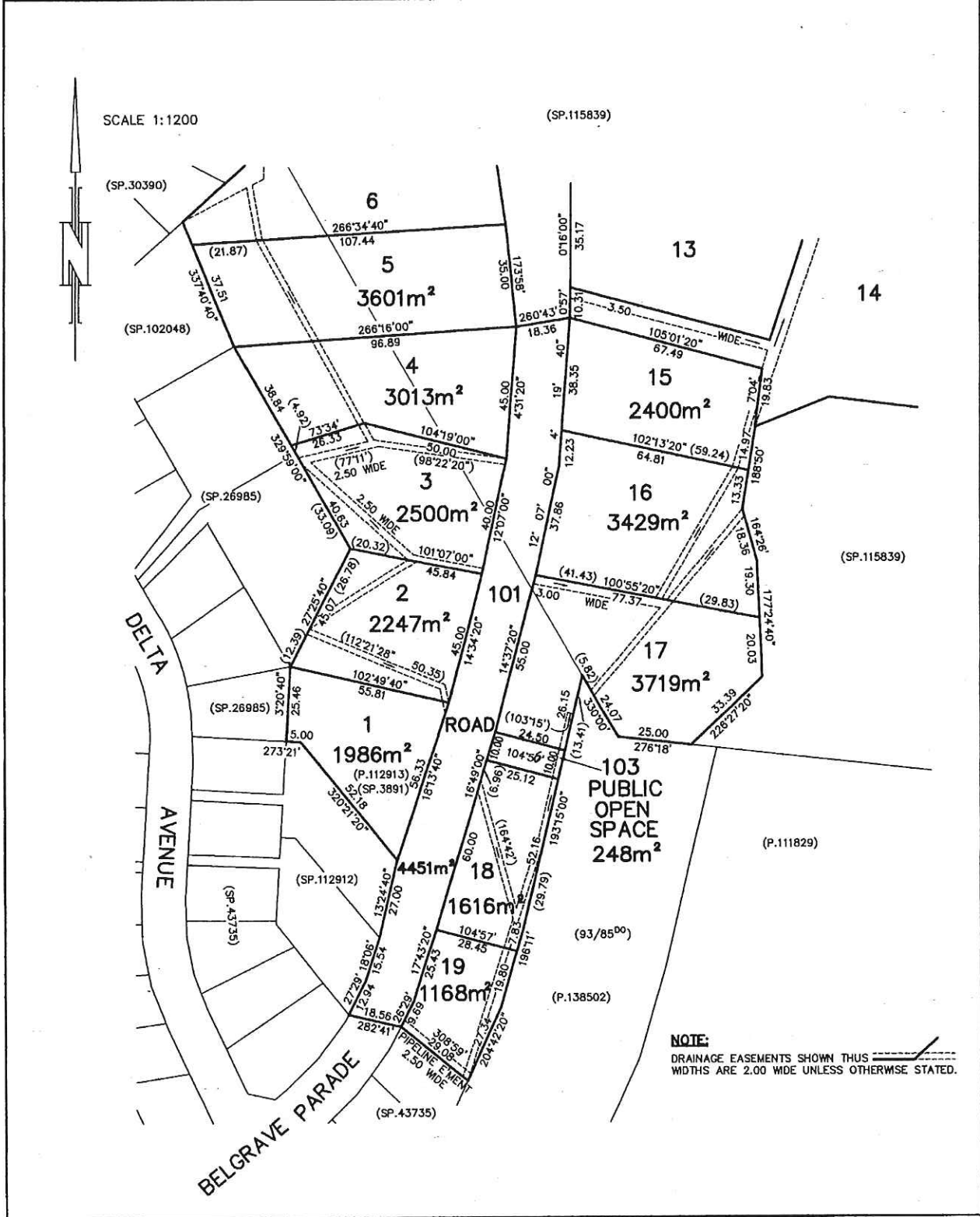
INDEX PLAN

LOTS 1-5, 15-19, 101, 103 SEE SHEET 2
LOTS 6-14, 102, SEE SHEET 3



[Signature]
M. Reynolds
COUNCIL DELEGATE
08.05.05
DATE

<p>PLAN OF SURVEY ANNEXURE SHEET</p> <p>SHEET 2 OF 3 SHEETS</p>	<p>OWNER: AS SHEET 1</p> <p>FOLIO REFERENCE: AS SHEET 1</p> <p>SCALE 1:1200 LENGTH IN METRES</p>	<p>Registered Number</p> <p>SP143829</p>
<p>SIGNED FOR IDENTIFICATION PURPOSES</p> <p><i>M. Reynolds</i></p> <p>M. Reynolds Council Delegate</p> <p>03-05-05 Date</p>	<p>THIS ANNEXURE SHEET FORMS PART OF THE ATTACHED INDEX PLAN. THE SURVEYORS CERTIFICATE EXTENDS TO THE DETAILS ON THIS SHEET.</p> <p><i>P.W. Anderson</i></p> <p>Registered Land Surveyor</p> <p>22-02-05 Date</p>	<p>APPROVED EFFECTIVE FROM</p> <p>Recorder of Titles</p>



SCHEDULE OF EASEMENTS	Registered Number
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	SP143829

PAGE 1 OF 4 PAGE/S

EASEMENTS AND PROFITS

Each lot on the plan is together with:-

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as may be necessary to drain the stormwater and other surplus water from such lot; and
- (2) any easements or profits a prendre described hereunder.

Each lot on the plan is subject to:-

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as passing through such lot as may be necessary to drain the stormwater and other surplus water from any other lot on the plan; and
- (2) any easements or profits a prendre described hereunder.

The direction of the flow of water through the drainage easements shown on the plan is indicated by arrows.

EASEMENTS

The drainage easements on the Plan are to benefit (as well as the lots provided for thereon) also the Launceston City Council or its successor.

PIPELINE EASEMENT

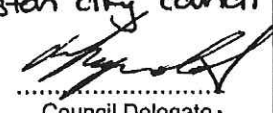
“Pipeline Easement” means the full right and liberty for the Council to lay beneath the soil of the Pipeline Easement a pipe or pipes and to maintain such pipe or pipes as may required for the purpose of the supply of water as required TOGETHER WITH the right of the Council by its servants or agents or workmen from time to time and at all reasonable times to enter upon the area of the Pipeline Easement and to open up such lands for the purpose of laying, cleaning, repairing, replacing or renewing the said pipes as the occasion may require doing no unnecessary damage to such lands nor unnecessarily hindering access to subservient tenements and upon the completion of the works of the surface shall be immediately restored to its former condition or as near thereto as shall be reasonably possible.

Lot 19 on the plan is SUBJECT TO a Pipeline Easement in favour of the Launceston City Council (the Council) or its successor. *OVER THE PIPELINE EASEMENT 2.50 WIDE SHALVIN PASSING THROUGH SUCH LOT.*

COVENANTS

The owner of each lot on the plan covenants FIRSTLY with the Vendor (Nicholas Andrew Downie, Claire Hilda Downie and Joan Emmeline Downie) that the Vendor shall not be required to fence and SECONDLY with the Vendor and the owners for the time being of every other lot on the plan to the intent that burden of each covenant may run with and bind the covenantors lot and every part thereof and that the benefit thereof may be annexed to and devolve with each and every part of each lot on the plan to observe the following stipulations:

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: <i>NICHOLAS ANDREW DOWNIE, CLAIRE HELMA DOWNIE + JOAN EDELENE DOWNIE</i> FOLIO REF: <i>112913/210 + 115839/2</i> SOLICITOR & REFERENCE: <i>ARCHER BUSHBY</i>	PLAN SEALED BY: <i>Launceston city council</i> DATE: <i>03.05.2005</i> <i>DA0476/2003</i> REF NO.
 Council Delegate <i>M. Reynolds</i>	
<p>NOTE: The Council Delegate must sign the Certificate for the purposes of identification.</p>	

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 2 OF 4 PAGE/S	Registered Number SP 143829
SUBDIVIDER: <i>NICHOLAS ANDREW DOWNIE, CLAIRE HILDA DOWNIE & JOAN EDELINE DOWNIE</i> FOLIO REFERENCE: <i>112913/210 AND 115839/2</i>	

1. ~~That no dwelling house or unit or garage or garages or the outbuildings usually appurtenant to and normally used in connection with a dwelling-house shall be constructed on such lot which, except with the written approval of the Vendor:~~
 - (a) is a construction or re-erection of any building which has been pulled down or demolished;
 - (b) is a re-location of a previously erected building;
 - (c) has its roof clad with previously used or second hand materials;
 - (d) has its exterior wall or roof clad with uncoloured galvanised iron or tin.
2. Not to erect any dwelling house which, excluding any building appurtenant thereto and any verandahs or porches shall have a floor area of less than 140 square metres nor on the Lots allowing construction of units to erect any unit which with the same exclusions has a floor area of less than 100 square metres.
3. ~~That no engine or machinery worked or driven by steam gas electricity or other mechanical power and used for any trade manufacture or business or which makes excessive noise shall be erected or fixed or placed on any part of such Lot and no trade or business which may be a public nuisance or a private annoyance and no noxious trade or business whatsoever shall be carried on or be permitted to be carried on the said Lot.~~

NOT TO ERECT, FIX OR PLACE ANY
4. Not to affix or display on any wall or fence upon the said lot any posters bills or advertisements (except any notice or advertisement in the usual form for the sale or letting of the said land or building thereon) or any hoarding or structure for use as a bill posting or advertising station and in the event of any breach hereof the Vendor its servants or agents may at any time without notice to the owner enter upon the said lot and remove any poster bill advertisement hoarding or structure which may be affixed displayed or erected thereupon in contravention of this covenant.
5. Not to use any electricity supply to any lot other than by means of underground cable.
6. Not to cut down or remove from such Lot any green trees without the consent in writing of Launceston City Council.
7. Not to store, heap or permit to be excavated, carried away or removed from such Lot or any part thereof, any trees, logs, earth, clay, stone, gravel or sand except as may be necessary for the purpose of road or driveway construction and leveling or filling such Lot, road or driveway construction and leveling or filling such Lot for the formation of any building, swimming pool or barbeque to be constructed thereon.
8. Not to keep or allow to be kept on such Lot more than two in number of the following animals; Sheep, Goats or Horses.

NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 3 OF 4 PAGE/S	Registered Number SP143829
SUBDIVIDER: <i>NICHOLAS ANDREW DOWNIE, CLAIRE HILDA DOWNIE & JOAN EDELINE DOWNIE</i> FOLIO REFERENCE: <i>112913/210 AND 115839/2</i>	

9. Not to keep or allow to be kept on such Lot or any part thereof any Pigs or Poultry for commercial purposes nor to keep on such Lot any greyhounds.
10. Except in relation to Lots 10, 15, 16, 18 and 19 which shall not be restricted hereby, not to further subdivide any such Lot which restriction shall include the division of any such Lot by stratum titling the same.

The Vendor reserves the right for themselves and their executors administrators and assigns to sell lease or otherwise deal with any Lot either subject to the above conditions and restrictive covenants or any one of them or not and subject to such modifications or amendment or, full release thereof as it thinks fit. The exercise of the said right in relation to any Lot shall not release the owner of any other Lot from any of the conditions or covenants effected or imposed upon such other lots or give the owner of any Lot any right of action against the Vendor or any other person or persons.

COVENANTS CONTINUED ON PAGE 4.

SIGNED by the said **NICHOLAS ANDREW DOWNIE** and **CLAIRE HILDA DOWNIE** the registered proprietors of the land comprised in Folio of the Register Volume 115839 Folio 2 and two of the registered proprietors of the land comprised in Folio of the Register Volume 112913 Folio 210 in the presence of:

N.A. Downie
N.A. Downie

Witness Signature: *P. Preece*
 Full Name: *Pamela ELIZABETH PREECE*
 Full Address: *22 DRYSDALE COURT, NEWNHAM.*
 Occupation: *MEDICAL RECEPTIONIST*

C.H. Downie
Chewer

SIGNED for and on behalf of **JOAN EMMELINE DOWNIE** one of the registered proprietors of the land comprised in Folio of the Register Volume 112913 Folio 210 by her duly constituted Attorney **NICHOLAS ANDREW DOWNIE** under Power No. 69/7195 who hereby certifies that he has received no notice of revocation of the said power in the presence of:

N.A. Downie
N Downie

Witness Signature: *P. Preece*
 Full Name: *Pamela Elizabeth PREECE*
 Full Address: *22 DRYSDALE COURT, NEWNHAM.*
 Occupation: *MEDICAL RECEPTIONIST*

NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.

<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 4 OF 4 PAGES</p>	<p>Registered Number</p> <p>SP 143829</p>
<p>SUBDIVIDER: - NICHOLAS ANDREW DOWNIE, CLAIRE HILDA DOWNIE and JOAN EDELINE DOWNIE</p> <p>FOLIO REFERENCE: - 112913/210 & 115839/2</p>	
<p>COVENANTS (continued)</p> <p>Lots 1, 2, 18, 19 and those parts of Lots 3, 4, 5, 6, 7, 17 and 101 which formerly comprised part of Lot 210 on Sealed Plan 43735 are affected by the restrictive covenants created by Sealed Plan 43735.</p>	
<p>NOTE: - Every annexed sheet must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.</p>	