

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

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23 Jan 2006 15:33:52 Midland



REG \$ 80.00

LODGED BY VINCENT PARTNERS LAWYERS

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REFERENCE No.

ISSUING BOX No. 888

PREPARED BY VINCENT PARTNERS

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

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

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

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.



3. COVENANTS

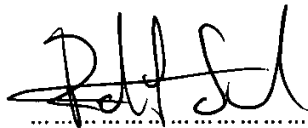
The easements referred to in Clause 2 above are subject to the following covenants:

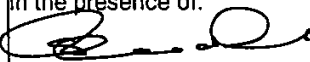
- (a) In respect of Carriageway "A" and Carriageway "B" (together referred to as the "Driveway"), the Driveway must be maintained and repaired by the registered proprietors of Lot 30 and Lot 31 jointly so that at all times the Driveway, as a minimum standard, must be:
 - (i) an earth formed, compacted and water bound road, of
 - A. formed, compacted and water bound natural sub base with a 3% fall into the hill; and
 - B. formed, compacted and water bound 150mm of gravel base course and with final finish;
 - (ii) an 8 metre wide formation with a 5 metre wide pavement area within;
 - (iii) at least 325 metres long through the centre of the Driveway from Dinsdale Road;
 - (iv) drained by sufficient ground sumps and run off drains with stone pitching on the hillside of the Driveway to prevent Erosion;
 - (v) stone pitched wherever necessary to prevent Erosion;
 - (vi) recompacted at least once each year.

("Driveway Standard")
- (b) Maintenance and repairs required to preserve the Driveway Standard must be carried out jointly by the registered proprietors of both Lot 30 and Lot 31 with the costs of those maintenance and repairs being shared equally between them.
- (c) The costs of any maintenance and repairs required to preserve the Driveway Standard, over and above fair wear and tear, that are solely attributable to the actions or omissions of the registered proprietor of either Lot 30 or Lot 31 alone ("**proprietor at fault**"), must be paid solely by the proprietor at fault.
- (d) In the event that an emergency maintenance or repair is required to the Driveway, the registered proprietor of either Lot 30 or Lot 31 may individually undertake that maintenance or repair. The reasonable cost of such maintenance or repair must be shared equally between the registered proprietors of both Lot 30 and Lot 31.
- (e) The registered proprietor of Lot 30 must, at it's own expense, maintain Carriageway "C":
 - (i) in the manner of a fire-break in accordance with the laws, regulations and guidelines of the relevant Local, State and Commonwealth authorities; and
 - (ii) such that the registered proprietor of Lot 31 may also reasonably exercise its right of carriage-way on Carriageway "C", without imposing on the registered proprietor of Lot 30 any more onerous works than it would have undertaken to discharge its covenant in sub-clause (i) above alone.

Executed as a Deed on the 20 day of JANUARY 2006:

SIGNED by ROBERT MARIO NARDI)
In the presence of:)


.....



Witness Signature
SYLVIA CHONOWICK

Witness Name
62 PARANA STREET
NORTH DART 6006

Witness Address
OFFICE MANAGER

Witness Occupation

Nardi/2535/D05-Deed of Easement on plan-V3-200106

BLANK INSTRUMENT FORM**DEED OF EASEMENT**

(Note 1)

This DEED is made the 20 day of JANUARY 2006 by **ROBERT MARIO NARDI** of 5 Radstock Street, Karrinyup, Western Australia (the "**Proprietor**")

RECITALS

- A. The Proprietor is registered as the proprietor of the Land which is free of encumbrances.
- B. The Proprietor by this Deed burdens the Land with the easements created under and pursuant to the terms contained in this Deed, consistent with those shown on the Deposited Plan.

OPERATIVE PART**1. INTERPRETATION****1.1 Definitions**

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SD \$ *****20.00 FEN *****.00

"**Deposited Plan**" means deposited plan 42181, a copy of which is annexed to this Deed.

"**Erosion**" means any damage and deterioration caused by the natural or man-made forces of wind or water.

"**Land**" means the land that will constitute both:

- (a) Lot 30 on Deposited Plan 42181 and being the whole of the land comprised in Certificate of Title Volume 2612 Folio 470 more commonly known as Lot 30 Dinsdale Road Gidgegannup Western Australia ("**Lot 30**"); and
- (b) Lot 31 on Deposited Plan 42181 and being the whole of the land comprised in Certificate of Title Volume 2612 Folio 471 more commonly known as Lot 31 Dinsdale Road, Gidgegannup, Western Australia ("**Lot 31**").

"**right of carriage-way**" shall have its shortform meaning as described for a "Right of Carriage-way in a Transfer of Freehold Land" referred to in the Ninth Schedule of the the *Transfer of Land Act 1893*.

1.2 Construction

Unless expressed to the contrary:

- (a) words importing:
- (i) the singular include the plural and vice versa; and
- (ii) any gender include the other genders;
- (b) if a word or phrase is defined, cognate words and phrases have corresponding definitions;

2. CREATION OF EASEMENT

The Proprietor creates the following easements on the Land:

- (a) A right of carriage-way over that part of the Land denoted and marked "A" on the Deposited Plan burdening Lot 30 for the benefit of Lot 31; ("**Carriage-way "A"**") and
- (b) A right of carriage-way over that part of the Land denoted and marked "B" on the Deposited Plan burdening Lot 31 for the benefit of Lot 30 ("**Carriage-way "B"**") and
- (c) A right of carriage-way over that part of the Land denoted and marked "C" on the Deposited Plan burdening Lot 30 for the benefit of Lot 31 ("**Carriage-way "C"**").

subject to the terms of this Deed and pursuant to s.136C of the *Transfer of Land Act 1893*.