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REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958
 VOLUME 09164 FOLIO 865 Security no : 124095134589R
 Produced 28/01/2022 04:26 PM

LAND DESCRIPTION

Lots 1 and 2 on Title Plan 863819Q.
 Being part of Lot 3 on Plan of Subdivision No.118227 and Roads on Plan of Subdivision No. 118227
 PARENT TITLE Volume 08746 Folio 035
 Created by instrument G068409 15/03/1976

REGISTERED PROPRIETOR

Estate Fee Simple
 Sole Proprietor
 DIRECTOR OF HOUSING of 50 LONSDALE STREET MELBOURNE VIC 3000
[AT533448T](#) 21/08/2020

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT as to part [H077653](#) 17/05/1978

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE [TP863819Q](#) FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

ADMINISTRATIVE NOTICES

NIL

eCT Control 17786K DIRECTOR OF HOUSING
 Effective from 20/08/2020

DOCUMENT END

Child Titles		
9195/45	9195/46	9428/322

Home	Account: 325322		Authority Fee(GST exclusive): \$8.81 Service Fee(GST \$0.00)	28/01/2022 04:26PM
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exclusive):
GST Payable: \$0.00
Total: \$8.81

Your reference: Cormac
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Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	TP863819Q
Number of Pages (excluding this cover sheet)	3
Document Assembled	21/12/2020 16:00

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TITLE PLAN	EDITION 1	TP 863819Q
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<p>Location of Land</p> <p>Parish : JIKA JIKA Township : - Section : - Crown Allotment : - Crown Portion : 39 (PT) & 46 (PT)</p> <p>Last Plan Reference : - Derived From : VOL. 9164 FOL. 865</p> <p>Depth Limitation : NIL</p>	<p style="text-align: center;">Notations</p> <p style="text-align: center;">ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
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<p style="text-align: center;">Description of Land/ Easement Information</p> <p><u>ENCUMBRANCES</u></p> <p>AS TO THE LAND MARKED E-1, E-2 & E-3 THE EASEMENTS (IF ANY) EXISTING OVER THE SAME BY VIRTUE OF SECTION 98 OF THE TRANSFER OF LAND ACT VIDE LP 118227</p> <p>AS TO THE LAND MARKED E-3 & E-4 THE EASEMENT TO THE GAS & FUEL CORPORATION OF VICTORIA CREATED BY INSTRUMENT H77653</p>	<p>THIS PLAN HAS BEEN PREPARED BY LAND REGISTRY, LAND VICTORIA FOR TITLE DIAGRAM PURPOSES</p> <p>COMPILED: Date 13/04/07 VERIFIED: A. DALLAS <i>Assistant Registrar of Titles</i></p>
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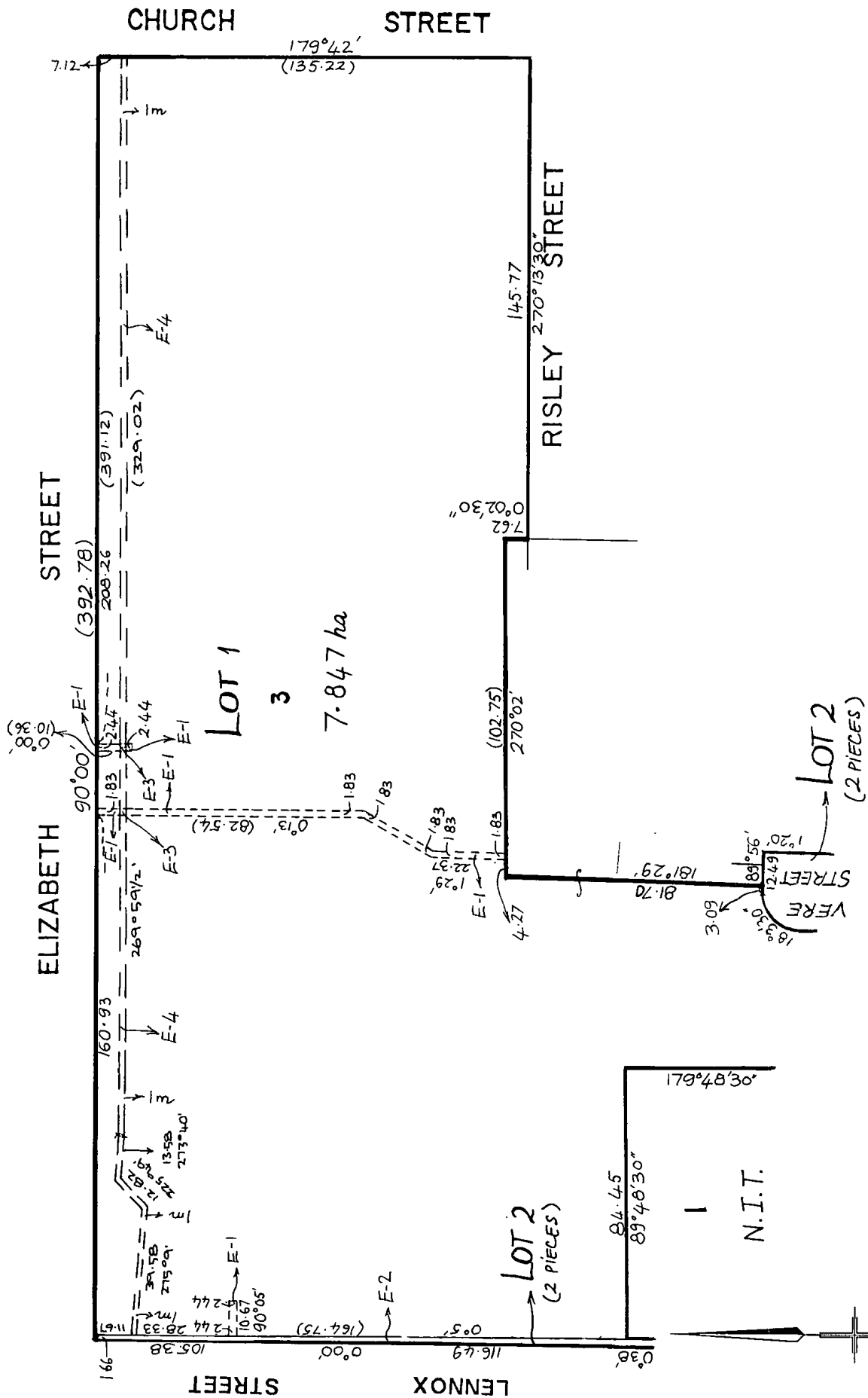
FOR DIAGRAMS SEE SHEETS 2 & 3

TABLE OF PARCEL IDENTIFIERS
<small>WARNING: Where multiple parcels are referred to or shown on the Title Plan this does Not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</small>
LOT 1 = LOT 3 (PT) ON LP 118227 LOT 2 = ROADS ON LP 118227

LENGTHS ARE IN METRES	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 3 Sheets
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TITLE PLAN

TP 863819Q



SEE SHEET 3

LENGTHS ARE IN METRES

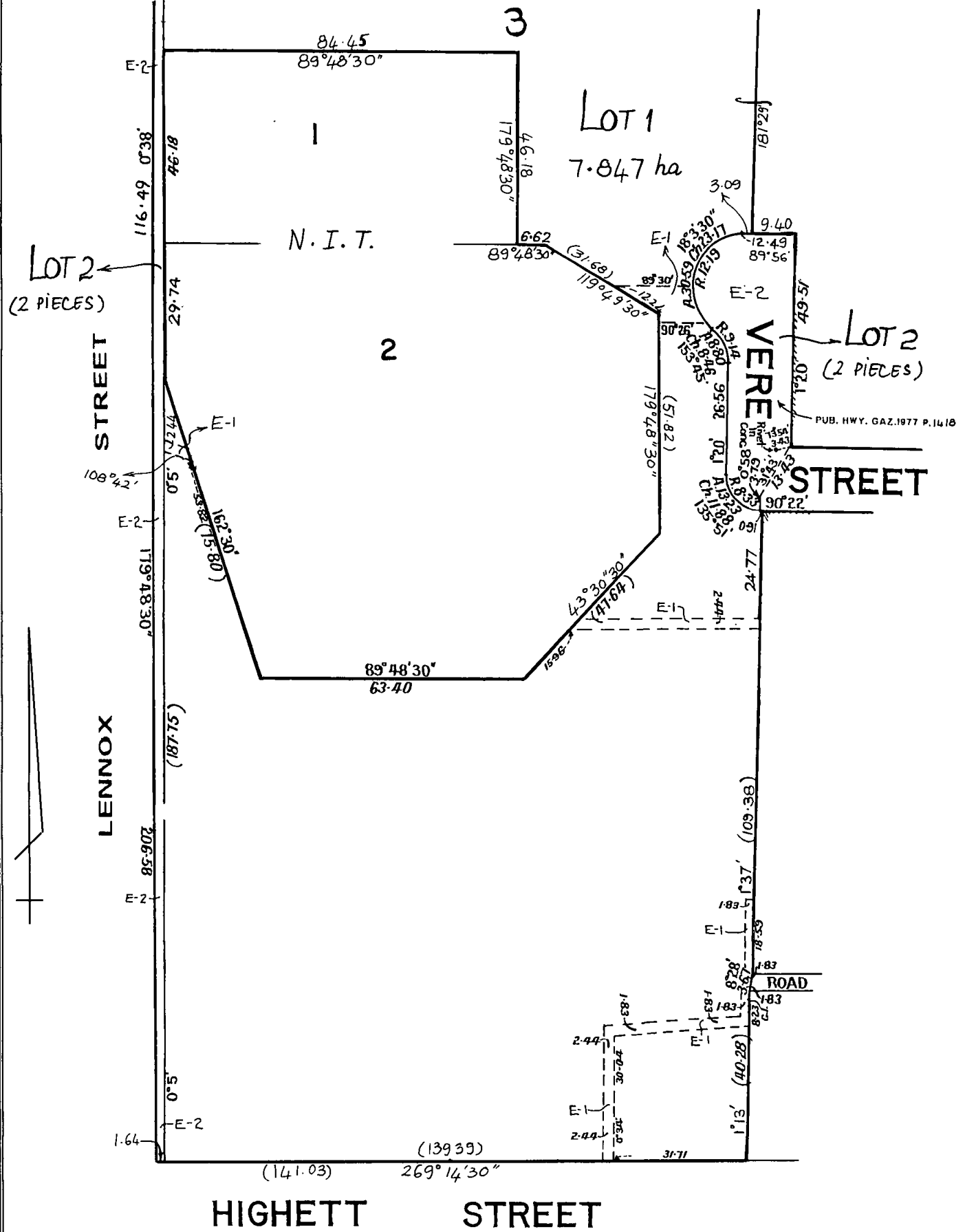
Metres = 0.3048 x Feet
Metres = 0.201168 x Links

Sheet 2 of 3 Sheets

TITLE PLAN

TP 863819Q

SEE SHEET 2



LENGTHS ARE IN METRES

Metres = 0.3048 x Feet
Metres = 0.201168 x Links

Sheet 3 of 3 Sheets

Imaged Document Cover Sheet

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Document Type	instrument
Document Identification	H077653
Number of Pages (excluding this cover sheet)	8
Document Assembled	04/03/2013 11:31

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H 77653 #24

24.00

09-59 777506 17-MAY-78

REGD 77653 16

GAS AND FUEL CORPORATION OF VICTORIA

Housing Commission

CREATION OF EASEMENT

No. ET 2271

(2)

HOUSING COMMISSION, VICTORIA, 179 Queen Street, Melbourne 3000.

(hereinafter called "the Grantor") being registered as the proprietor of an estate in fee simple in the land secondly hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of Fifty Dollars (\$50.00)

paid to me DO HEREBY TRANSFER and GRANT unto GAS AND FUEL CORPORATION OF VICTORIA of 171 Flinders Street Melbourne and its successors and transferees in fee simple the registered proprietor or proprietors for the time being of ALL THAT piece of land being the whole of the land described in Certificate of Title Volume 5219 Folio 723 (hereinafter called "the Grantee") at all times hereafter the full and free liberty and right, as appurtenant to the lands comprised in the said Certificate of Title (which land is hereinafter referred to as the "dominant tenement"), on over under and through ALL THAT piece of land delineated and coloured red on the plan marked "A" annexed hereto (hereinafter referred to as the "servient tenement") being part of Crown portion 46 Parish of Jika Jika and being part of the land described in Certificate of Title Volume 9164 Folio 865.

of
of 9164/865 (pA)
to
of 5219/723 (wh)

to lay down, construct, change the size and number of, operate, maintain, inspect, patrol (including aerial patrol), alter, remove, replace, reconstruct and/or repair one or more pipelines designed to convey or conveying liquid or gaseous hydrocarbons, natural and artificial gas and any products or by-products thereof and any other substance which may be transported by pipeline together with all the works of the Grantee useful in connection with or incidental to its undertaking including but without limiting the generality of the foregoing all such communication and power systems (including pole lines), drips, valves, valve chambers, manholes, inspection pits, fittings, meters, connections and all other equipment and appurtenances whether or not similar to the foregoing as may be useful or convenient in connection therewith or incidental thereto (hereinafter called "the Grantee's appliances") and together with the right for the Grantee and its surveyors, engineers, servants, agents, licensees, contractors, sub-contractors and others authorised by them (hereinafter called "the Grantee's associates")

S 28/10
Sx Bm
13/7/78
[Handwritten signatures and initials]

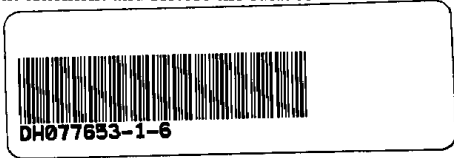
- (1) to enter upon and remain pass and reposs on and over the servient tenement for all or any of the purposes aforesaid and with or without vehicles, plant and equipment of any description;
- (2) to clear the servient tenement and remove any obstructions therefrom and cut and remove timber, trees, undergrowth, crops and fences and construct and maintain gates in boundary fences abutting and in other fences crossing the servient tenement and the other adjacent land of the Grantor as the Grantee shall consider necessary or desirable.

And the Grantor for himself his heirs executors administrators and assigns registered proprietor or proprietors of the servient tenement and every part thereof Hereby Covenants with the Grantee to the extent that the burden of this covenant may run with and bind the servient tenement and every part thereof and that the benefit thereof may be annexed to and run with the dominant tenement that the Grantor shall not without the prior written consent of the Grantee cultivate dig or excavate or permit to be cultivated dug or excavated any part of the surface of the servient tenement to a depth greater than one foot or plant or permit to be planted any trees or shrubs on the servient tenement or excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the servient tenement or any part thereof any pit, well, foundation, pavement or other structure or installation or use or permit to be used on or under the servient tenement or any part thereof explosives of any type nor shall the Grantor alter or disturb or permit to be altered or disturbed (other than by the processes of nature) the present grades and contours of the servient tenement but otherwise the Grantor shall have the right fully to use and enjoy the servient tenement subject always to and so as not to interfere with the rights and privileges hereby granted and conferred upon the Grantee.

The Grantor and the Grantee hereby mutually covenant and agree one with the other of them as follows:—

- (a) The consideration hereinbefore mentioned is acknowledged by the Grantor to be in full satisfaction of all moneys payable for the granting of this easement in favour of the Grantee.
- (b) In the exercise of the rights hereby granted the Grantee shall do as little damage as possible and the Grantee shall if so required within two years from the exercise of such rights compensate the Grantor for damage done to the Grantor's crops, timber, pasture lands, livestock, improvements and other property on the servient tenement or any land of the Grantor adjacent thereto by reason of the exercise of the rights hereinbefore granted. In the event of any difference arising between the Grantor and the Grantee as to the amount of such compensation the same shall be determined in the manner provided in the Lands Compensation Act 1958. Any compensation paid by the Grantee to the Grantor shall include compensation for damage done to the crops, timber, pasture lands, live stock, improvements and other property on the servient tenement or any land of the Grantor adjacent thereto in which any tenant, sharefarmer or other person has any interest and the Grantor agrees to indemnify the Grantee against any claim by any such tenant, sharefarmer or other person for any damage done by the Grantee in the performance of its rights under this easement.
- (c) The Grantee shall as soon as weather and soil conditions permit and subject to the restrictions hereinbefore contained and insofar as it is practicable so to do bury to a minimum depth of thirty inches below the level of the immediately surrounding land and maintain all pipelines so as not to interfere unreasonably with the use of the servient tenement and restore the surface of the servient tenement to its condition prior to the exercise of the rights granted herein.

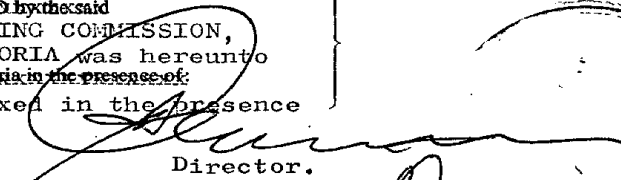
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- (d) Notwithstanding any rule of law or equity the pipes (which term shall include all pipelines and the Grantee's appliances) brought onto laid or erected upon or buried in or under the servient tenement by the Grantee shall at all times remain the property of the Grantee and its successors and assigns notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantee and its successors and assigns.
- (e) Unless otherwise agreed by the Grantor and the Grantee upon the discontinuance of the use of the servient tenement by the Grantee the Grantee may at its option leave the pipe or any part thereof and the Grantee's appliances in the ground but if the Grantee damages the property of the Grantor during the removal of the pipe or appliances then the Grantee will compensate the Grantor upon the terms and in the manner contained in Clause (b) hereof.
- (f) The Grantee performing and observing the covenants and conditions on its part to be observed and performed shall and may peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation or interference on the part of the Grantor or of any person firm or corporation claiming by through under or in trust for the Grantor.
- (g) All notices to be given hereunder may be given by prepaid registered or certified letter addressed to the Grantor by being forwarded to the registered proprietor for the time being at his latest address shown in the Register Book and to the Grantee at 171 Flinders Street Melbourne or such other address as the Grantor and Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee on the third day following that on which the same is posted. All notices to be given by the Grantee hereunder may be signed on behalf of the Grantee by its Secretary or Substitute Secretary for the time being.
- (h) Neither this instrument nor anything herein contained shall affect restrict limit or detract from or prejudice the rights power authority or immunity of the Grantee or the Grantee's associates under the Pipelines Act 1967 or any subsequent amendments thereto or under any consent granted pursuant to Section 9 (2) of the said Act or under any permit granted pursuant to Section 12 of the said Act or any written permission given pursuant to Section 22 (1) of the said Act or any other rights of the Grantee under the said Act or under the Gas and Fuel Corporation Act 1958 or any subsequent amendments thereto as the case may be.
- (i) The Grantor will execute every such deed, instrument or assurance and do every such thing for further or more effectively securing the rights and interests of the Grantee to or in the servient tenement or any part or parts thereof pursuant to these presents as shall by the Grantee be reasonably required.
- (j) Wherever the singular or masculine is used it shall be construed as if the plural feminine or neuter, as the case may be had been used where the context or the party or parties hereto so require and the rest of the sentence shall be construed as if the grammatical and other changes thereby rendered necessary had been made and where more than one Grantor is a party hereto the covenants herein contained shall extend to and bind such Grantors jointly and each of them severally.
- (k) Nothing herein contained shall be deemed or construed to authorise or permit the construction operation or use of a pipeline outside the terms and conditions of any permit or licence issued pursuant to the Pipelines Act 1967.
- (l) The Grantee will at all times hereafter keep indemnified the Grantor from and against all damage, injury or nuisance which may be caused or occasioned by the escape of liquid or gaseous hydrocarbons, natural and artificial gas and any products or by-products thereof and any other substance from the Grantee's pipeline or pipelines and appliances on to or over the servient tenement if such damage arises from any failure of the Grantee to construct maintain and operate such installations in a proper and safe manner and design having regard to present day knowledge.

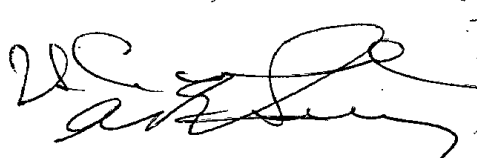
DATED this 3rd day of MAY One thousand nine hundred and SEVENTY-EIGHT


THE COMMON SEAL of
~~SIGNED by the said~~
HOUSING COMMISSION,
VICTORIA was hereunto
~~in Victoria in the presence of:~~
affixed in the presence
of:

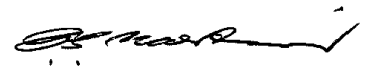

Director.

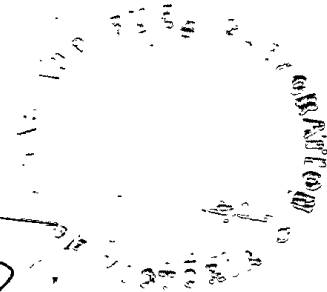

Secretary.


THE COMMON SEAL of GAS AND FUEL
CORPORATION OF VICTORIA was
hereunto affixed by the authority of the
Board of Directors and attested by:

Director 


Director 

Secretary 



 **Natural Resources and Environment**
AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

INTENTIONALLY
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 **Natural Resources and Environment**
AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

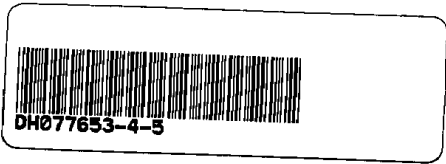
**INTENTIONALLY
BLANK**

ENCUMBRANCES REFERRED TO:

Any Easements affecting the same.

....., being registered as the proprietor of
Instrument of Mortgage Registered Number over the land described in the foregoing Creation of
Easement as the servient tenement **HEREBY CONSENTS** to the said Creation of Easement and to such easement taking priority to the
said Instrument of Mortgage and to an endorsement to that effect being placed on the said Mortgage.

DATED the day of One thousand nine hundred and



725 / 5244

A memorandum of the within instrument
has been entered in the Register Book.



DATED 1978

HOUSING COMMISSION,
VICTORIA.

WITH

GAS AND FUEL CORPORATION
OF VICTORIA

CREATION OF EASEMENT

GAS AND FUEL CORPORATION
OF VICTORIA
171 FLINDERS STREET
MELBOURNE, 3000

To: THE REGISTRAR OF TITLES
Please Register this INSTRUMENT and
on completion hand CIT 9144/865
to HOUSING COMMISSION

HOUSING COMMISSION VICTORIA

Per