

**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

OFFICE USE ONLY

M911400 E

12 Feb 2015 12:00:41 Perth



REG \$ 160.00

LODGED BY

ADDRESS

**CS LEGAL**  
 PO Box 8259  
 PERTH BC WA 6849  
 Tel: 9476 4499  
 Fax: 9325 4174  
 ISSUING BOX No: 205E

PHONE No.

FAX No

REFERENCE No.

ISSUING BOX No.

PREPARED BY

Peter May, Commercial Lawyer

ADDRESS

20 Prince Street  
 BUSSELTON WA 6280  
 Ref: PM:302-14

PHONE No.

9752 4899

FAX No.

9754 4966

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

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

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

2/2

AM

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.



df

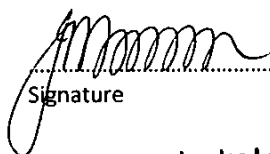
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10/02/17

## CONSENT

National Australia Bank Ltd as Mortgagee named in Mortgage M755888, hereby consents to this Deed.

Signed for and on behalf of National Australia Bank Ltd:

Executed By NATIONAL AUSTRALIA BANK LIMITED  
by being signed by its Attorney  
who holds the position of Level 3 Attorney  
under Power of Attorney No. K117403  
in the presence of:

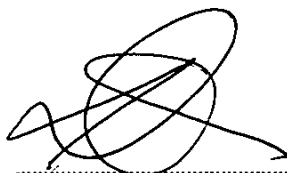


.....  
Signature

.....  
Name **Jessica Lesley Morrison**  
**Bank Officer**  
**C/O 140 Bussell Hwy**  
**Margaret River WA 6285**

.....  
Address

.....  
Office Held



.....

Signature of Attorney

.....  
Name of Attorney **REBECCA CAINS**  
**SENIOR BUSINESS**  
**BANKING MANAGER**

**SCHEDULE**

**The Grantor**

**Redgate Park Pty Ltd** ACN 168 685 112 of Suite 3, 46 Albert Street, Busselton, Western Australia.


**The Servient Tenement**

Lot 9000 on Deposited Plan 77096 being the whole of the land comprised in Certificate of Title Volume 2830 Folio 98.

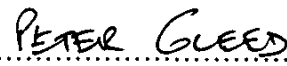
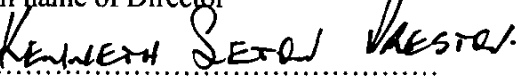
**Encumbrances**

Mortgage M755888 to National Australia Bank Ltd.


Signed for and on behalf of )  
**Redgate Park Pty Ltd** )  
ACN 168 685 112 by authority )  
of its Directors in accordance with )  
Section 127 of the Corporations Act )

  
.....  
Director

.....  
Director/Secretary

  
.....  
Full name of Director  
  
.....  
Full name of Director/Secretary

Signed for and on behalf of the )  
**Shire of Augusta Margaret** )  
**River** by authority of the Council )  
in the presence of: )

  
.....  
Chief Executive Officer

Shire of Augusta Margaret River  
GARY EVERSLED  
Chief Executive Officer

.....  
Full name of Chief Executive Officer

assignees, and transferees.

“Servient Tenement” means the land described in the Schedule hereto as such.

2. Interpretation

- (a) Headings shall not affect the interpretation or construction of this deed.
- (b) Words importing the singular number include plural, and the masculine gender, the feminine or neuter and vice versa, and words importing persons include corporations and vice versa, and any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.

3. Grant of Easement

The Grantor in accordance with the power contained in Section 195 of the Land Administration Act (as amended) HEREBY GRANTS the Grantee the full free right and liberty for the Grantee and emergency vehicles to enter upon the Affected Land with or without vehicles and plant, engines or machines of any description it being the intention of the parties that the easement hereby created shall be an emergency vehicle access and firebreak easement.

4. Consent of Encumbrance Holder

Where there is an encumbrance affecting the Servient Tenement as specified in the Schedule hereto (“the Encumbrance”) the Grantor shall obtain the consent of the Encumbrance holder to the granting of this Access Easement by the Grantor.

5. Grantor Covenants

The Grantor shall at all times keep and maintain the Affected Land in a cleared and trafficable condition, and shall not develop the same or fence the Affected Land.

6. Further Acts

Each party shall do and execute such things, deeds and documents as are necessary to give effect to this deed, and shall do all necessary things to effect the registration of this deed at the Department of Land Information pursuant to the provisions of the Transfer of Land Act 1893 (as amended).

7. Deed

This instrument is intended to be a deed and shall take effect accordingly.

**BLANK INSTRUMENT FORM**

**ACCESS EASEMENT**

(Note 1)

D STATE REVENUE  
E W A  
P 06 FEB 2015  
T 50

**THIS EMERGENCY VEHICLE ACCESS EASEMENT** is made the

*JANUARY*, 2015.

ABN 99 593 347 728  
WESTERN AUSTRALIA DUTY  
TSF 06/02/15 15:49 003241924-001 VG Y  
DUTIABLE VALUE \$ \*\*\*\*\*1,000  
DUTY \$ \*\*\*\*\*19.00

**BY:**

The Person described in the Schedule hereto ("the Grantor" which expression where the context so admits or requires shall extend and include transferees, successors in title, assigns, trustees and administrators) of the one part  
and

**THE SHIRE OF AUGUSTA MARGARET RIVER** of 41 Wallcliffe Road, Margaret River, Western Australia ("the Grantee" which expression where the context so admits or requires shall extend and include its successors and transferees) of the other part

**BACKGROUND**

- A. The Grantor is the registered proprietor of an estate in fee simple in the Servient Tenement.
- B. The Grantor has agreed as a condition of sub-division of the Servient Tenement to grant to the Grantee an Easement for emergency vehicle access and firebreak purposes over the Affected Land.

**OPERATIVE PART**

1. Definitions

"Affected Land" means that part of the Servient Tenement as is marked with the letter A on Deposited Plan 404546 ("the Plan").

"Grantor" shall include the Grantor as the registered proprietor of the Servient Tenement, and the Grantor's transferees, successors in title and permitted assigns.

"Grantee" shall mean the Grantee described herein and shall include the Grantee's successors,