

for COMMISSIONER OF STATE TAXATION

14-07-77 435184 \$ * * D NOPLST \$***0.00

WESTERN AUSTRALIA.
Transfer of Land Act 1893 as amended

No.

Blank Instrument Form (see footnote)

B436706

DRAINAGE EASEMENT

Insert type of
document here.

THIS DEED OF EASEMENT is made the 14th day of November.
One thousand nine hundred and seventy-seven

BETWEEN

F.C.A. FINANCE PTY. LIMITED of 191 Saint George's Terrace
Perth in the State of Western Australia (hereinafter called
"the Grantor" which expression where the Contract so admits or
requires shall extend to its successors and transferees) of the
one part

AND

SHIRE OF ARMADALE-KELMSCOTE of Jull Street Armadale in the
said State (hereinafter called "the Grantee" which expression
where the context so admits or requires shall extend to and
include its successors in title and assigns) of the other part.



WHEREAS :-

The Grantor is registered as the proprietor of an
estate in fee simple subject to the encumbrances (if any)
hereinafter set out in all that piece or parcel of
land being :-

Portion of Canning Location 31 and being part of the
land on Diagram 15597 and being the whole of the land
comprised in Certificate of Title Volume 1150 Folio 699
*Now Lots 248, 249 and 251 on Plan 2151 comprised
in Volume 1481 Folios 963 and 985.*

B. The Grantor has agreed as a condition of subdivision
of the said land to grant to the Grantee an easement
for drainage purposes over portion thereof.

NOW THIS DEED WITNESSETH as follows :-

1. THE Grantor HEREBY GRANTS TO THE Grantee the full
and free right and liberty to enter upon the said land of the
Grantor delineated and coloured blue on the said plans in the
Schedule hereto (by its agents engineers servants workmen and
others and with or without vehicles and plant) and to excavate
and construct thereon such drains and works associated therewith

NOTE: This Form may be used only when the "Box Type" Form is not suitable. It may be completed in narrative style.

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as it sees fit and at all times to discharge and to convey storm and other waste water along the said drains so constructed and for this purpose to enter upon the said land of the Grantor. delineated and coloured blue in the said plans (by its agents engineers servants workmen and others and with or without vehicles and plant) and to inspect cleanse take up repair and reconstruct the drains and works or any part or parts thereof.

2. THE Grantor HEREBY COVENANTS with the Grantee so as to bind the land of the Grantor :-

- (a) that the said drains and works shall at all times remain on the land of the Grantor and be used for the purpose aforesaid;
- (b) that the Grantor will not plant or permit to be planted any trees or other plants which may damage or affect in any way the said drains and works;
- (c) that the Grantor will not without the prior written permission of the Grantee and subject to such conditions as the Grantee may impose erect any buildings or structures of any kind whatsoever on the said land delineated and coloured blue in the said plans.

3. THE Grantee HEREBY COVENANTS with the Grantor :-

- (a) to exercise the easement hereby granted in such manner as to cause as little inconvenience as practicable to the land of the Grantor;
- (b) forthwith to remedy and make good any damage to the land of the Grantor which may result from the exercise of this easement by the Grantee.

4. THE Grantor agrees to pay the costs of and incidental to the instructions for and the preparation stamping and registration of this Deed in duplicate.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and common seals the day and year first hereinbefore written.

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ENCUMBRANCES

Nil

SEALED with the seals of
Arthur Ross Fisher
and *Donald Arthur Lam*
the duly appointed Attorneys
of *Finance Corporation of*
Australia Limited and signed
by them for and on behalf of
the said Company in the
presence of:

Finance Corporation of
~~FINANCE CORPORATION OF~~
~~AUSTRALIA LIMITED~~

By its Attorneys

H.R. Fisher

[Signature]
.....
Commissioner for Declarations

THE COMMON SEAL of SHIRE OF)
ARMADALE-KELMSCOTT was here-)
unto affixed in the presence)
of:)

President *[Signature]*

Shire Clerk *[Signature]*

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Scale 1:2000 approx.

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SEALED with the seals of
Herbert Ross Fisher
and Gerald Arthur Lane
the duly appointed Attorneys
of Finance Corporation of
Australia Limited and signed
by them for and on behalf of
the said Company in the
presence of:

Finance Corporation of Australia Limited
FINANCE CORPORATION OF
AUSTRALIA LIMITED

By its Attorneys
HR Fisher
Dane

[Signature]
Commissioner for Declarations.

THE COMMON SEAL of SHIRE OF
ARMADALE-KELMSCOTT was here-
unto affixed in the presence
of:

President... *[Signature]*

Shire Clerk... *[Signature]*



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No.

B436706

DRAINAGE EASEMENT

FEES (office use)	\$	¢
1977 NOV 21 PM 2:27		
	18	

Parties

Lodged by **SIMON WATSON L.L.B. B.ES**
Address **BARRISTER AND SOLICITOR**
Phone No. **64 KINGS PARK ROAD, WEST PERTH**
TELEPHONE 22 6855

Use this space for instructions if any documents are to issue to other than lodging party.

Titles, Crown Leases, Declarations, etc., lodged with this document. (To be filled in by person lodging.)

1. <i>DUP. FASE</i>	Received items
2.	
3.	No's <i>1</i>
4.	Rec. Clerk. <i>[Signature]</i>
5.	
6.	

BELOW THIS LINE FOR OFFICE USE ONLY

Encumbrances
not notified
on face.

New Titles
to issue or
Endorsing
instruction.

EXAMINED.

STOCK FORM 324N

Registered *21 November 1977*
at *2:27* o'clock and
particulars entered in the Register Book.

Initials of
Signing
Officer.

REGISTRAR OF TITLES.

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