

Council

Land Management Agreement

Strata Corporation No. 12067 Inc (**the North Land Owner**)

Antonio De Ieso

William Khin Wei Chong

Foong Peng Chong (**the South Land Owner**)

The Corporation of the City of Unley (**the Council**)

MinterEllison

L A W Y E R S

Land Management Agreement

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Details

Date *x*

6th May

2005

Parties

Name **Strata Corporation No. 12067 Inc**
Short form name **the North Land Owner**
Notice details **57 Unley Road, Parkside SA 5063**

Name **Antonio De Ieso**
of **2 Blairgowrie Road, St Georges SA 5064**
Name **William Khin Wei Chong**
of **7 Basten Avenue, Seaview Downs SA**
Name **Foong Peng Chong**
of **7 Basten Avenue, Seaview Downs SA 5049**
Short form name **the South Land Owner**
Notice details **C/- 2 Blairgowrie Road, St Georges SA 5064**

Name **The Corporation of the City of Unley**
Short form name **the Council**
Notice details **181 Unley Road, Unley SA 5061**

Revenue SA -- Stamp Duty	
AEN 19 040 349 865	
Doc Code	D
RevNetID	107318555
Consid/Val/Sect	0.00
SA Proportion \$	0.00
Stamp Duty \$	10.00
LTO Fees \$	0.00
Interest \$	0.00
Pen/Add Tax \$	0.00
Date	01/06/2005
Copy 1 of 3	
----- End of Receipt -----	

Background

- A The North Land Owner is the registered proprietor of Certificate of Title Register Book Volume 5779 Folio 196 (**the North Land**). The North Land is the Common Property in Strata Plan 12067 which Strata Plan comprises five (5) strata units in a two storey office building (**the Strata Units**). Strata Plan 12067 is annexed to this Agreement and marked 'A'.
- B The South Land Owner is registered proprietor of certain land in Unley Road, Parkside comprised in Certificate of Title Register Book Volume 5289 Folio 54 (**the South Land**).
- C The North Land and the South Land are contiguous and for some years the North Land and portion of the South Land have been jointly utilised by the North Land Owner and the Strata Units as a common carpark and access way.
- D Portion of the North Land is subject to a right of way and easement with limitations over the land marked 'V' and 'W' on SP12067 appurtenant to the South Land, a right of way over the land marked 'X' on SP12067 appurtenant to the South Land and subject to a right of way and easement over the land marked 'Y' on SP12067 appurtenant to the South Land details of which are set out in Memorandum of Grant of Easement No. 6847301 a copy of which is annexed to this Agreement and marked 'B'.
- E Portion of the South Land is subject to a right of way over the land marked 'S' appurtenant to the North Land and the Strata Units, portions of the South Land marked 'T' are subject to rights of way for carparking purposes appurtenant to the North Land and the Strata Units details of which are set out in Memorandum of Grant of Easement No. 6847302 a copy of which is annexed to this Agreement and marked 'C'.

- F The parties wish to ensure that carparking areas and rights of way are maintained for the benefit of the parties and to provide sufficient, flexible, convenient and efficient carparking provision on a permanent basis for the North Land and the South Land.

Agreed terms

1. INTERPRETATION

In this Agreement, unless the context requires otherwise a reference to a party includes a reference to that party's heirs, executors, administrators, successors and assigns.

2. NORTH LAND OWNER'S OBLIGATIONS

- (a) To maintain the land marked 'X', 'Y', 'V' and 'W' in SP12067 as a carparking area.
- (b) Not to extinguish or in any way alter the terms of the easements and rights of way referred to in Recital D without the consent in writing of all the parties to this Agreement.
- (c) Not to erect or cause, suffer or permit to be erected in areas 'X', 'Y', 'V' and 'W' in SP12067 any buildings, improvements or other structures without the prior written consent of all the parties to this Agreement.
- (d) To delineate on portions of areas 'Y', 'V' and 'W' in SP12067 such carparking space lines as from time to time are required and to maintain areas 'X', 'Y', 'V' and 'W' in a clean and tidy state.
- (e) Not to erect or cause, suffer or permit to be erected any physical barriers or restrictions of any kind or nature whatsoever which may in any way impede or prevent the parking of motor vehicles on those portions of 'Y', 'V' and 'W' in SP12067 or any part thereof other than the landscaped areas.
- (f) To permit the South Land Owner its successors in title, servants, agents, contractors, lessees, licensees, invitees, customers and all other persons lawfully entering onto the carparking area to park motor vehicles on portion of the North Land delineated as carparking spaces in areas 'V', 'W' and 'Y' other than the landscaped areas.
- (g) To grant a licence to the Council to enter the North Land at any time for the purposes of fulfilling its obligations or exercising its rights under this Agreement.

3. SOUTH LAND OWNER'S OBLIGATIONS

- (a) To maintain the land marked 'S' and 'T' on SP12067 as a carparking area.
- (b) Not to extinguish or in any way alter the terms of the easements and rights of way referred to in Recital E without the consent in writing of all the parties to this Agreement.
- (c) Not to erect or cause, suffer or permit to be erected in areas 'T' and 'S' in SP12067 any buildings improvements or other structures without the prior written consent of all the parties to this Agreement.
- (d) To delineate on portions of areas 'T' such carparking space lines as from time to time are required and to maintain areas 'S' and 'T' in a clean and tidy state.
- (e) Not to erect or cause, suffer or permit to be erected any physical barriers or restrictions of any kind or nature whatsoever which may in any way impede or prevent the parking of motor vehicles on those portions of areas 'S' and 'T' or any part thereof other than landscaped areas.
- (f) To permit the North Land Owner and the owners of the Strata Units, their successors in title, servants, agents, contractors, lessees, licensees, invitees, customers and all other

persons lawfully entering onto the carparking area to park motor vehicles on portion of the South Land delineated as carparking spaces in area 'T' other than the landscaped areas.

- (g) To grant a licence to the Council to enter the South Land at any time for the purposes of fulfilling its obligations or exercising its rights under this Agreement.

4. BREACH

- (a) If either of the North Land Owner or the South Land Owner is in breach of this Agreement the Council may by notice in writing require the party responsible for the breach to rectify it within seven (7) days of the date of the notice.
- (b) If the breach is not rectified within the time required in the notice Council may:
 - (i) seek injunctive or other relief seeking to rectify the breach;
 - (ii) undertake works or actions to rectify the breach and recover the costs against the party or parties responsible for the breach.

To the extent permitted by law, action to rectify or address breaches of this Agreement may be resolved as between any two or more of the parties to this Agreement and to the extent that the other party or parties are not involved in the specific breach they will not be liable for any consequence or failure to rectify the breach or any directions, orders or other consequential action taken to rectify the breach.

5. INDEMNITY

- (a) The operation of the North Land and the South Land is entirely at the risk of the North Land Owner and the South Land Owner. The Council is not responsible for any loss, damage or injury to persons or property arising out of the fulfilment of the Council's obligations under this agreement except as are attributable to the negligence of the Council.
- (b) The North Land Owner and the South Land Owner indemnify the Council for all actions, claims, costs and demands in respect of damage or injury to property or persons arising directly or indirectly as a consequence of the use by the North Land Owner and the owners of the Strata Units and the South Land Owner of the North Land and South Land.

6. NOTICES

- (a) Any notice to be given under this Agreement by one of the parties to the other must be in writing and is given for all purposes by delivery in person, by prepaid post, or by facsimile addressed to the receiving party at the address set out in this Agreement.
- (b) Any notice given in accordance with this Agreement will be deemed to have been duly served in the case of posting at the expiration of three business days after the date of posting and in the case of facsimile, on the first business day after the date of transmission (providing the sending party receives a facsimile machine verification report indicating that the notice has been transmitted).
- (c) A party may at any time change its' (or its legal representatives') address, postal address or facsimile number by giving written notice to the other party.

7. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of this State.

8. ENTIRE AGREEMENT AND VARIATION

- (a) This Agreement constitutes the entire agreement between the parties with respect to its subject matter.
- (b) This Agreement must not be changed or modified in any way subsequent to its execution except in writing signed by all the parties.

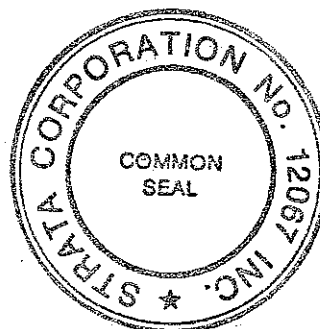
9. REGISTRATION

The parties agree to apply to the Registrar General to note this Agreement against the certificates of title for the North Land and the South Land pursuant to sub-section 57(5) of the *Development Act 1993*.

Signing page

EXECUTED as a deed.

The common seal of **Strata Corporation No 12067 Inc** is fixed to this document in accordance with its constitution in the presence of



Presiding Officer

Secretary

Signed by **Antonio De Ieso** in the presence of

Signature of witness

Antonio De Ieso

Name of witness (print)


Signed by **William Khin Wei Chong** in the presence of

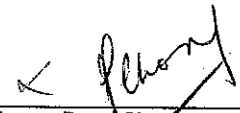
Signature of witness


William Khin Wei Chong

Name of witness (print)


Signed by Foong Peng Chong in the presence of

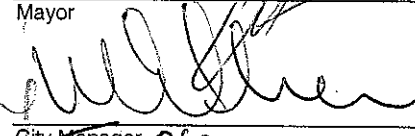

Signature of witness

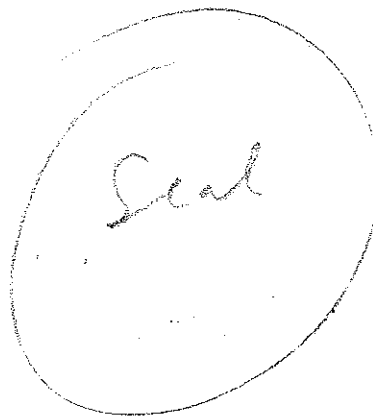

Foong Peng Chong


Name of witness (print)

The common seal of The Corporation of the City of Unley is affixed in the presence of


Mayor


City Manager *Cho*



Annexure A

SP 12067

Annexure to Land Management Agreement

MinterEllison

L A W Y E R S

SITE PLAN

12067

STORIA PLAN NUMBER

SP 12067

THIS IS SHEET 1 OF 5 SHEETS

DEPOSITED 23/ 9 / 19 92

W.J.S.

MAP REFERENCE 6628-42 F

TITLE REFERENCE VOL 4362 FOL 616

D.B./LAST PLAN REF: F 32595 TOTAL AREA 1137 m²

HUNDRED ADLAIDE

PARADE PARKSIDE

COUNCIL CITY OF UNLEY

LOT 61 IN FP 14391
PT SECTION 240

SCALE 0 1 2 3 4 5 10 15 METRES

ANNOTATIONS

PORTION OF COMMON PROPERTY MARKED X HEREON IS SUBJECT TO FREE EASEMENT TRICKED RIGHT OF WAY APPURTENANT TO LOT 63, VIDE CT 4362 / 615 & EASEMENT APPURTENANT TO LOT 63, VIDE CT 4362 / 615 (TO 684/361)
PORTION OF COMMON PROPERTY MARKED Y HEREON IS SUBJECT TO RIGHT OF WAY & EASEMENT LIMITED IN HEIGHT TO 4.55M AND 4.59M AND RESPECTIVELY VIDE CT 4362/615 TO 684/361
AUTHORITY FOR FIRST FLOOR IS 4.05M AND
ENCROACHMENT OF VERANDAH OCCUR OVER UNLEY ROAD & YOUNG STREET

TIMOTHY BLOK

a Licensed Surveyor

under the Surveyors Act 1975, certify:-
that this plan correctly delineates the boundaries of the land comprised in the plan and all units and subdivisions, common property and other buildings shown on the plan;
(b) that this plan is correct for the purposes of the Strata Titles Act, 1985, and regulations.

Dated this 21st day of ... 1992

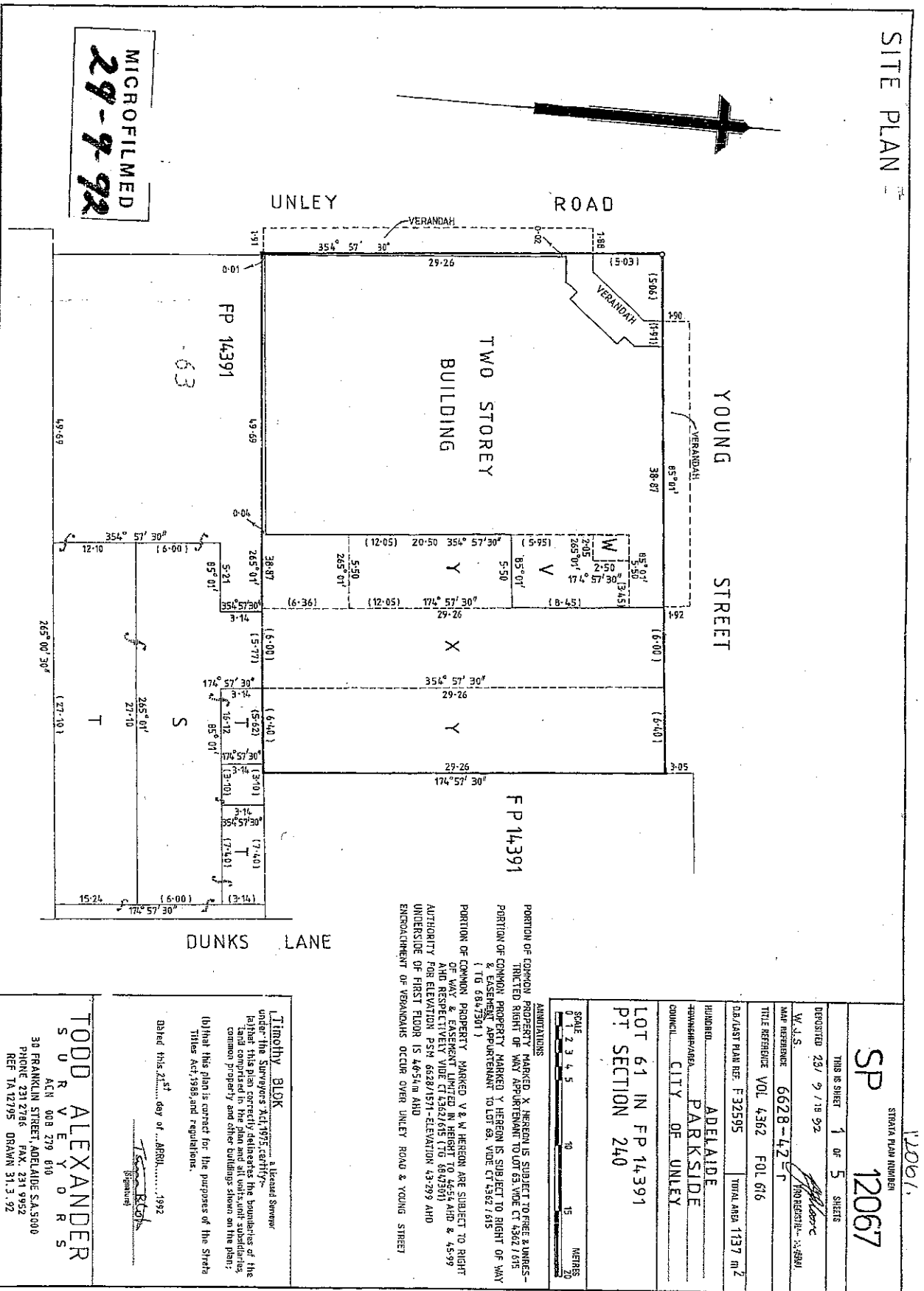
T. Blok
Signature

TODD ALEXANDER
SURVEYOR

30 FRANKLIN STREET, ADELAIDE S.A. 5000
PHONE 231 2766 FAX 231 9952
REF TA 12795 DRAWN 31.3.92

DOL-D

MICROFILMED
29-9-92



GROUND FLOOR PLAN

12067

SP 12067

THIS IS SHEET 2 OF 5 SHEETS

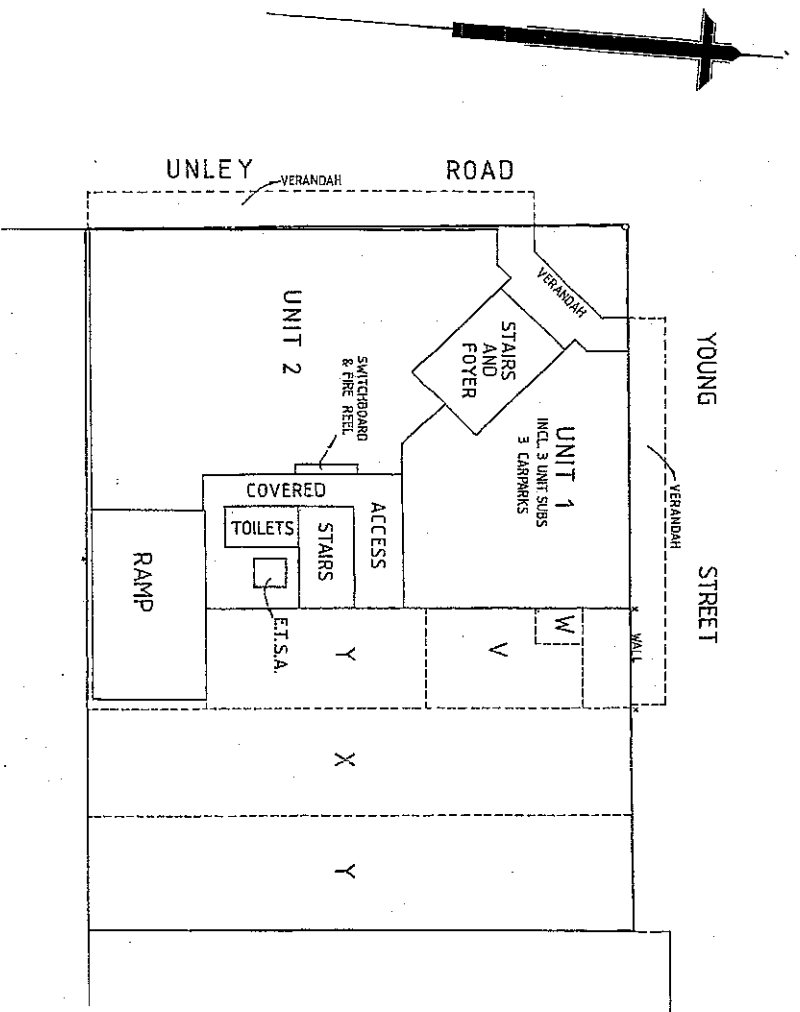
DEPOSITED 23/ 9/18 92 PRO BRIGHTON GENERAL

MAP REFERENCE 6628-42-r

COUNCIL CITY OF UNLEY

SCALE 0 1 2 3 4 5 10 15 20 METRES

ANNOTATIONS



MICROFILMED
29-9-92

TODD ALEXANDER
S U R V E Y O R S
ACN 008 279 810
30 FRANKLIN STREET, ADELAIDE S.A. 5000
PHONE 231 2786 FAX 231 5952
REF TA12795 DRAWN 31.3.92

DOL-E

FIRST FLOOR PLAN

STATE PLAN NUMBER
12067

SP 12067

THIS IS SHEET 3 OF 5 SHEETS

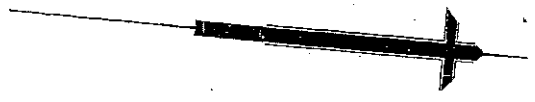
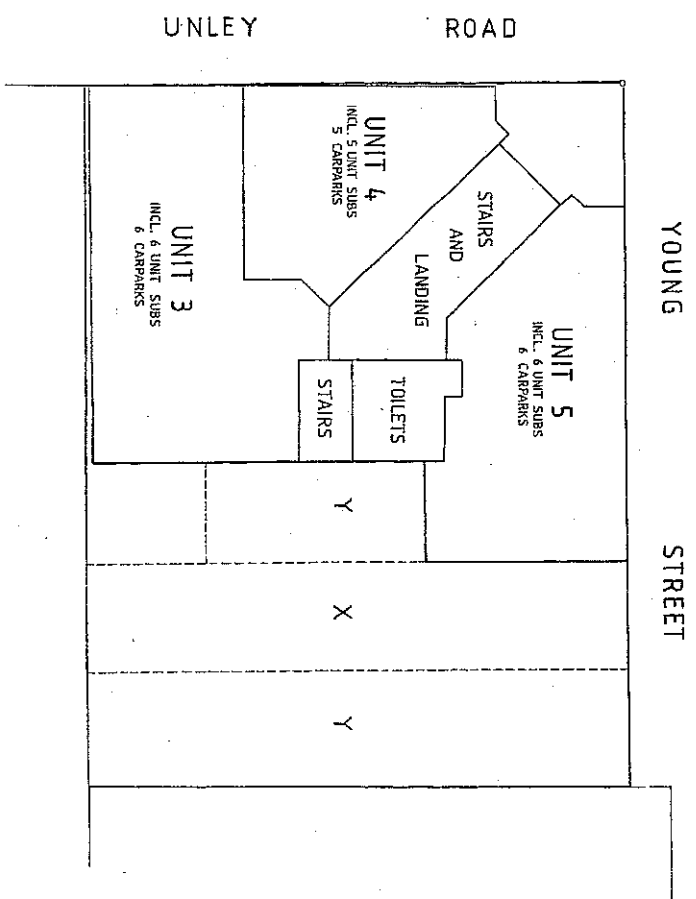
DEPOSITED 23/7/18 NZL

MAP REFERENCE 6628-42-J

COUNCIL CITY OF UNLEY

SCALE 0 2 3 4 5 10 15 METRES

ARRANGEMENTS

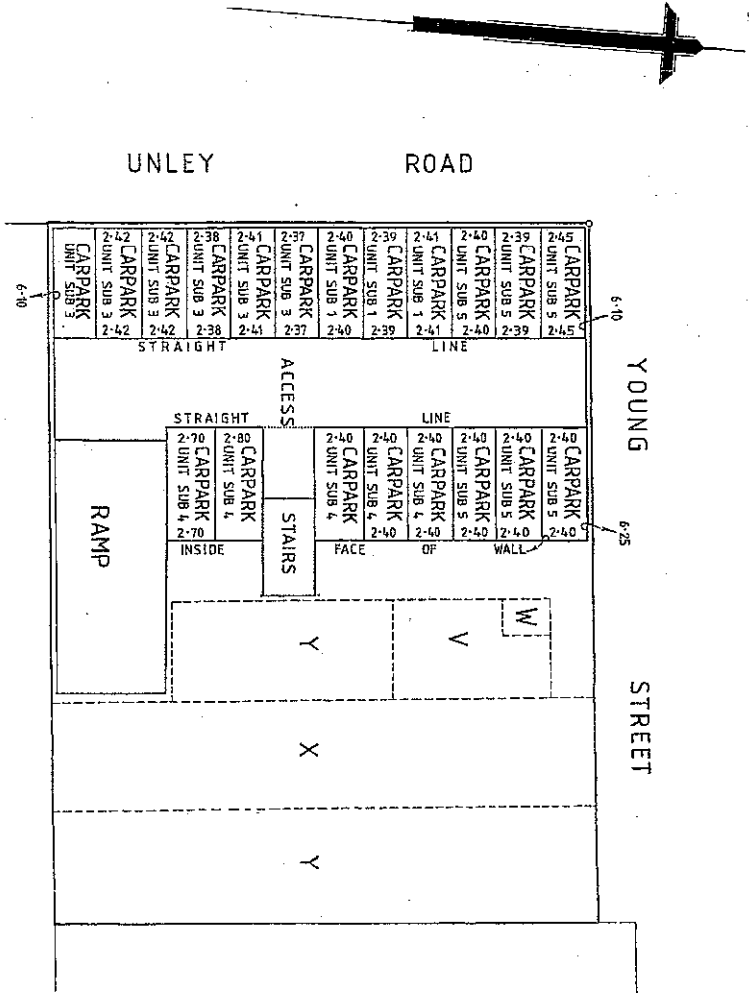


MICROFILMED
29-9-92

TODD ALEXANDER
SURVEYORS
ACN 008 279 810
30 FRANKLIN STREET, ADELAIDE S.A. 5000
PHONE 231 2786 FAX: 231 9952
REF TA12795 DRAWN 31.3.92

DOL-E

BASEMENT PLAN



MICROFILMED
29-9-92

TODD ALEXANDER
SURVEYORS
ACN 008 279 810
30 FRANKLIN STREET, ADELAIDE S.A. 5000
PHONE 231 2786 FAX 231 9952
REF TA12795 DRAWN 31.3.92

DOL-E

12067

STRAIT PLAN NUMBER

SP 12067

THIS IS SHEET 4 OF 5 SHEETS

DEPOSITED 23/9/10 92

MAP REFERENCE 6628-42-1

COUNCIL CITY OF UNLEY

SCALE 0 1 2 3 4 5 10 15 20 METRES

ANNOTATIONS

THE UPPER BOUNDARY OF A UNIT SUBSIDIARY SHOWN AS DASHED LINE. CARPARK IS 0-15 METRES BELOW THE EXISTING CEILING.

Application No. 7363405	STRATA PLAN NUMBER SP 12067	
	DEPOSITED 23/09/1992 <i>[Signature]</i> PRO REGISTRAR-GENERAL	
	THIS IS SHEET 5 OF 5 SHEETS	

SCHEDULE OF UNIT ENTITLEMENTS

UNIT NO.	UNIT ENTITLEMENT	UNIT NO.	UNIT ENTITLEMENT	UNIT NO.	UNIT ENTITLEMENT
1	1900				
2	3800				
3	1700				
4	1200				
5	1400				
AGGREGATE	10000	AGGREGATE			

MICROFILMED
29-9-92

Annexure B

Memorandum of Grant of Easement
No. 6847301

Annexure to Land Management Agreement

MinterEllison

L A W Y E R S

DO NOT INPUT

6847301



IN DUPLICATE

REGISTRAR GENERAL'S
OFFICE
SOUTH AUSTRALIA

MEMORANDUM OF GRANT OF EASEMENT
FORM APPROVED BY THE REGISTRAR GENERAL

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT, 1886

(SIGNED)

G. K. Adams Solicitor/Licensed Land Broker/Grantor

21 DEC 1989

TIME

13 05

FEES	\$
R.G.O.	41
POSTAGE	
ADVERTISING	
NEW C.T. TO ISSUE	31

OFFICE NOTES:

NEW C.T. TO ISSUE

For CT 2498/26 tog with easement
and subject to easement vide
T 6847302

BELOW THIS LINE FOR OFFICE USE ONLY

EXAMINATION

E.23 CORRECTION 6847301	PASSED
O.D.R. No. 6847301	EXAMINER TO INITIAL
REFERRED	RETURNED
15/10	
15/10	
15/10	
15/10	
15/10	

REGISTERED ON 14.5.1990 AT 1500
BY ENTRY OF A MEMORIAL OF THIS INSTRUMENT IN THE
REGISTER BOOK VOL. 2471 FOLIO 20

G. K. Adams



BELOW THIS LINE FOR AGENT USE ONLY

Lodged by:

Address:

Shank Dunk on S.A.

SRIA

Correction to

Kelly & Co

KELL

TITLES, CROWN LEASES, DECLARATIONS ETC LODGED WITH THIS INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

- 1
- 2
- 3
- 4
- 5

Received
Items
No
Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

- 1 To replace 2471/20 and include Row.
- 2
- 3
- 4
- 5

ITEM(S) DELIVERED-POSTED

IN ACCORDANCE WITH DELIVERY INSTRUCTIONS

DELIVERY INSTRUCTIONS

PLEASE DELIVER THE FOLLOWING ITEM(S)
TO THE UNDERMENTIONED AGENT(S)

ITEM	AGENT/REG BOX No	DELIVERY DATE	POSTAGE DATE	INITIALS	ITEM CT-CL REF	AGENTS NAME	AGENT REG BOX No	POSTAL ADDRESS
1					Dur Grant	KELL		
2					clt dyp	Kell		
3								
4								
5								

FILL OUT POSTAGE DATE ONLY IF ITEMS ARE RETURNED BY CERTIFIED MAIL

FILL OUT POSTAL ADDRESS ONLY IF ITEMS ARE TO BE RETURNED BY CERTIFIED MAIL

AGENTS INITIALS

K

FORM T5

(See Note 1)

GRANT OF EASEMENT

CERTIFICATE OF TITLE
OVER WHICH RIGHTS
ARE BEING GRANTED
(See Note 2)The whole of the land comprised in Certificate of Title
Register Book Volume 2471 Folio 20 (called "the said
land")COMMISSIONER OF STAMPS
S.A. STAMP DUTY
21/12/89 134491 11:11
\$1.00
ADJUDGED DULY STAMPED

ESTATE

ESTATE IN FEE SIMPLE

Estate in fee simple

ENCUMBRANCES

Nil

GRANTOR
Full name, address and
occupation
(See Note 3)SEAJAY NOMINEES PTY. LTD., VIRIDIS PTY. LTD. and SHIRLEY LORRAINE
NYBERG Business Proprietor all C/- 121 Unley Road Unley 5061CONSIDERATION
in words and figuresAgreement made between Grantor and Grantee to establish a mutual
right of way and without any other consideration whatsoever (the
value of the easement being created being \$100.00 and no more)GRANTEE
Full name, address,
occupation and mode of
holding
(See Note 4)SEAJAY NOMINEES PTY. LTD. of 121 Unley Road Unley 5061 and VIRIDIS
PTY. LTD. of 121 Unley Road Unley 5061 as Tenants in CommonCERTIFICATE RE
SECTION 71 OR 85A
OF THE STAMP
DUTIES ACT

And/or that land is vacant

THE GRANTOR ACKNOWLEDGES RECEIPT OF THE CONSIDERATION HEREIN EXPRESSED AND GRANTS TO THE GRANTEE AS THE REGISTERED PROPRIETOR OF THE LAND COMPRISED IN CERTIFICATE OF TITLE REGISTER BOOK

VOLUME 2498

FOLIO 26

AND AS APPURTENANT THERETO -

FIRSTLY a free and unrestricted right of way over that portion of the said land above described being the whole of the that portion of Lot 61 marked X in Filed Plan No. 28570.

SECONDLY a free and unrestriced right and liberty for the Grantee its successors in title and their and each of their tenants servants agents contractors lessees licensees invitees customers and all other persons lawfully authorised in that behalf from time to time and at all times hereafter to pass and repass and to stand and park motor vehicles in through over across and along those portions of Lot 61 marked V, W and Y in the said Filed Plan No. 28570 in the spaces thereon marked.

TODD ALEXANDER SURVEYORS

TODD ALEXANDER SURVEYORS PTY LTD
30 Franklin Street Adelaide 5000
Tel 080 231 2786 Fax 080 231 0052 Telex AA 88200

CONSULTANTS TO ALEXANDER & SONS

Your Ref.
Our Ref. TA 13068
Refer. D A Fawcett


24th April, 1990

The Registrar Generals Office,
25 Pirie Street,
ADELAIDE SA 5000

PROJECT MANAGEMENT
LAND DEVELOPMENT
UNIT DEVELOPMENT
ENGINEERING
COMMERCIAL

Dear Sir,

I, TREVOR DONALD GRANT, Licensed Surveyor of South Australia, do hereby certify that no registered leases registered upon Certificate of Title Register Books Volume 2498 Folio 26 and Volume 2471 and Folio 20 are interfered with by the lodgement and registration of FP 28570.


Trevor D Grant
Licensed Surveyor

DIRECTORS: T.D. GRANT (S.A. 1015), P.J. DEER (MANAGER), I.M. EVANS (1015), S.B. ADJ. (1015), T. BLACK (1015)

PAGE 3

DATED THE

20th

DAY OF

December

EXECUTION (GRANTOR)

THE COMMON SEAL OF SEAJAY NOMINEES PTY. LTD. was



Annexure C

Memorandum of Grant of Easement
No. 6847302

Annexure to Land Management Agreement

MinterEllison

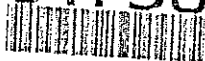
L A W Y E R S

PREFIX

12 JUL 1989

TC

6847302



IN DUPLICATE

SERIES No.

TO BE COMPLETED BY AGENT

NOTES

Form T1 is to be used when creating an easement only. For the simple type of transfer use Form T1. Use Form T2 when portion of the land is being transferred. Use Form T3 when transferring a lease or mortgage. Use Form T4 when mortgagee exercising power of sale.
The agent only state the certificate of title to be subject to this grant. The OPERATIVE CLAUSE will state the rights and liberties and define the portion of the land affected together with the appointment of the person to be appointed.
If the address and or occupation has changed identify as "formerly".
If interests in common in unequal shares, then specify.
If the grantor/grantee is a natural person execution should read "SIGNED by the grantor/grantee in the presence of". The witness must be a disinterested person. If the grantor/grantee is a corporation execution should conform to any prescribed formalities relating to the signing of the instrument.
The short form of proof is applicable where the witness is an authorized functionary.
The long form of proof is to be used where the witness is not an authorized functionary. The address and occupation must be stated.

REGISTRAR-GENERAL'S
OFFICE
SOUTH AUSTRALIA

MEMORANDUM OF GRANT OF EASEMENT
FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT, 1936, AS AMENDED

(SIGNED)

G. K. Adams

Solicitor/Licensed Land Broker/Grantee

21 DEC 1989

	TIME	13 05
FEES		\$
R.G.O.		41
POSTAGE		
ADVERTISING		
NEW C.T. TO ISSUE		31

OFFICE NOTES:

NEW C.T. TO ISSUE

For CT 2471/26 to be withdrawn
easement and subject to easement
vide T 6847301

BELOW THIS LINE FOR OFFICE USE ONLY

EXAMINATION

DATE	CORRECTION	PASSED
1-2-83	6847302	EXAMINER TO SIGN
7-2-80		LOTS No.

BELOW THIS LINE FOR AGENT USE ONLY

Lodged by:
Address:

KELLY & CO-KELL
55-WAYMOUTH-STREET
ADELAIDE S.A. 5000

Correction to

Kelly & Co

KELL

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH THIS INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1.....	Received Items No. Assessor
2.....	
3.....	
4.....	
5.....	

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

1. to replace 2498/26 and include raw.
- 2.....
- 3.....
- 4.....
- 5.....

ITEM(S) DELIVERED-POSTED

IN ACCORDANCE WITH DELIVERY INSTRUCTIONS

DELIVERY INSTRUCTIONS:

PLEASE DELIVER THE FOLLOWING ITEM(S)
TO THE UNDERMENTIONED AGENT(S)

AGENT/REG BOX No.	DELIVERY DATE	POSTAGE DATE	INITIALS

ITEM: CT/CL REF.	AGENTS NAME	AGENT/REG BOX No.	POSTAL ADDRESS
M.P. Grant	KELL	81	
C.T. 2471	KELL		

FILL OUT POSTAGE DATE ONLY IF ITEMS ARE RETURNED BY CERTIFIED MAIL

FILL OUT POSTAL ADDRESS ONLY IF ITEMS ARE TO BE RETURNED BY CERTIFIED MAIL

AGENTS INITIALS

REGISTERED ON 14/8/90 AT 500 AM/PM
BY ENTRY OF A MEMORIAL OF THIS INSTRUMENT IN THE
REGISTER BOOK, VOL. 2498 FOLIO 26

Adams



GRANT OF EASEMENT

FORM T5

(See Note 1)

The whole of the land comprised in Certificate of Title Register Book Volume 2498 Folio 26 (called "the said land")

COMMISSIONER OF STAMPS
S.A. STAMP DUTY
21/12/89 134491 11:12
\$1.00
ADJUDGED DULY STAMPED

CERTIFICATES OF TITLE
OVER WHICH RIGHTS
ARE BEING GRANTED
(See Note 2)

ESTATE

Estate in fee simple

ENCUMBRANCES

Nil

GRANTOR
(Full name, address and
occupation)
(See Note 3)

SEAJAY NOMINEES PTY. LTD. of 121 Unley Road Unley 5061 and VIRIDIS PTY. LTD. of 121 Unley Road Unley 5061

CONSIDERATION
(In words and figures)

Agreement made between Grantor and Grantee to establish a mutual right of way and without any other consideration whatsoever (the value of the easement being created being \$100.00 and no more).

GRANTEES
(Full name, address, occupation and mode of holding)
(See Note 4)

~~SEAJAY NOMINEES PTY. LTD., VIRIDIS PTY. LTD. and SHIRLEY LORRAINE NYBERG Business Proprietor all c/- 121 Unley Road Unley 5061.~~

Seajay Nominees Pty Ltd. of two undivided fifth parts and Viridis Pty Ltd. of two undivided fifth parts and Shirley Lorraine Nyberg of one undivided fifth part Business Proprietor all c/- 121 Unley Road Unley 5061.

CERTIFICATE RE SECTION 71 OF THE STAMP DUTIES ACT.
AND/OR that land is vacant.

THE GRANTOR ACKNOWLEDGES RECEIPT OF THE CONSIDERATION HEREIN EXPRESSED AND HEREBY GRANTS TO THE GRANTEE AS THE REGISTERED PROPRIETOR OF THE LAND COMPRISED IN CERTIFICATE OF TITLE REGISTER BOOK

VOLUME 2471

FOLIO 20

AND AS APPURTENANT THERETO:—

FIRSTLY a free and unrestricted right of way over that portion of the said land above described being the whole of the that portion of Lot 63 marked S in Filed Plan No. 28570.

SECONDLY a free and unrestriced right and liberty for the Grantee its successors in title and their and each of their tenants servants agents contractors lessees licensees invitees customers and all other persons lawfully authorised in that behalf from time to time and at all times hereafter to pass and repass and to stand and park motor vehicles in through over across and along those portions of Lot 63 marked "T" in the said Filed Plan No. 28570 in the spaces thereon marked.

DATED THE

20th

DAY OF

December

EXECUTION (GRANTOR)

THE COMMON SEAL of SEAJAY NOMINEES PTY. LTD. was affixed with the authority and in the presence of:

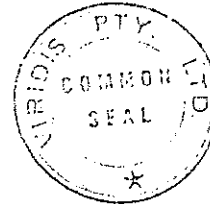


.....
Director

.....
Secretary

THE COMMON SEAL of VIRIDIS PTY. LTD. was

affixed with the authority and in the presence of:



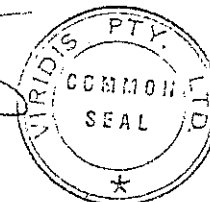
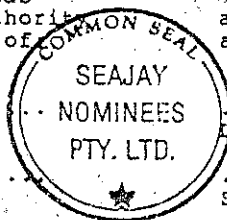
.....
Director

.....
Secretary

ACCEPTANCE (GRANTEE)

THE COMMON SEAL of SEAJAY NOMINEES PTY. LTD. was affixed with the authority and in the presence of:

THE COMMON SEAL of VIRIDIS PTY. LTD. was affixed with the authority and in the presence of:



.....
Director
.....
Secretary

.....
Director
.....
Secretary

SIGNED by the said Shirley Lorraine Nyberg in the presence of:

.....

SHORT FORM OF PROOF (See Note 1)

Geoffrey Keith Adams
Commissioner for taking Affidavits in the Supreme Court of South Australia

day of December 1989

The grantor within described, the party executing the within instrument, being a person well known to me and did freely and voluntarily sign the same.

(SIGNED)

.....
Geoffrey Keith Adams
A Commissioner for taking Affidavits in the Supreme Court of South Australia

Appeared before me at

The grantor within described, the party executing the within instrument, being a person well known to me and did freely and voluntarily sign the same.

(SIGNED)

LONG FORM OF PROOF (See Note 7)

Appeared before me at

the

day of

19

Thereafter referred to as "the witness", a person known to me and of good repute, abiding witness to this instrument, and acknowledged his signature to the same, and did further declare that the grantor, the party executing the same, was personally known to the witness, that the signature to the said instrument is in the handwriting of the grantor, and that the grantor did freely and voluntarily sign the same in the presence of the witness and was at that time of sound mind.

(SIGNED)

Appeared before me at

the

day of

19

Thereafter referred to as "the witness", a person known to me and of good repute, abiding witness to this instrument, and acknowledged his signature to the same, and did further declare that the grantor, the party executing the same, was personally known to the witness, that the signature to the said instrument is in the handwriting of the grantor, and that the grantor did freely and voluntarily sign the same in the presence of the witness and was at that time of sound mind.

(SIGNED)