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MEMORANDUM

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| | of | |
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On behalf of _____
 I certify that this memorandum (comprising _____ page(s)), contains the provisions which are deemed to be incorporated in such _____
 as refer to this memorandum.

By, _____
 of _____
 of which _____
 in this _____
 sum.

Signed by the _____
 authorised officer _____
 the lessor, mort-
 gagee, chargee &c.

Signature of Authorised Officer

On behalf of the HUNTER WATER CORPORATION LIMITED A.C.N. 053 102 837, I certify that this Memorandum comprising 3 pages contains provisions that are ancillary rights and obligations to the rights and obligations conferred on the HUNTER WATER CORPORATION LIMITED by Section 36 of the Community Land Development Act 1989 and are to be incorporated by reference into such public authority by-laws in community management statements under the Community Land Development Act as refer to this Memorandum.

DATED this 18th day of May 1992.

Executed for and on behalf of)
 HUNTER WATER CORPORATION LIMITED)
 by its duly constituted Attorney)
 PAUL ANTHONY BROAD pursuant to)
 Power of Attorney Registered No)
 823 Book 3867 who is personally)
 known to me)

.....
 PAUL ANTHONY BROAD

.....

STEPHEN STIBBARD
 SOLICITOR, NEWCASTLE

THE STANDARD MARGINS, QUALITY OF PAPER & C., PRESCRIBED BY REGULATION 6, REAL PROPERTY ACT REGULATIONS, 1970 SHOULD BE MAINTAINED IN THIS FORM AND IN ANY ANNEXURES.

Without limiting the generality of Section 36 of the Community Land Development Act 1989 the following provisions shall apply:-

1. Definitions

"Community Parcel" means land in a community title scheme and referred to in a relevant community plan, precinct plan, neighbourhood plan or strata plan.

"Grantor" means the registered proprietor of the Land from time to time.

"Land" means any part of the Community Parcel to which the Statutory Easement applies.

"Proprietor" means a registered proprietor from time to time of each lot burdened by the Statutory Easement.

"Service Provider" means without limitation, Telecom Australia, A.G.L. Newcastle Limited, Shortland County Council, The Council of the City of Newcastle, The Council of the City of Greater Cessnock, The Council of the Shire of Port Stephens and any other relevant authorities or corporations but excluding the Hunter Water Corporation Limited.

"Statutory Easement" means a statutory easement within the meaning of Section 36 of the Community Land Development Act, 1989 in respect of any works for water supply purposes and sewerage referred to in a relevant community plan, precinct plan, neighbourhood plan or strata plan.

TO BE COMPLETED BY LODGING PARTY
 Insert the name, postal address or Document Exchange reference, telephone number and delivery box number.

LODGED BY
 THOMAS KENYON & SON
 LAW STATIONERS,
 FIRST FLOOR, THE CENTREPOINT,
 SYDNEY
 D.X. 435 PHONE: 231-5733
 Delivery Box Number 33H

Filed in the Office of the REGISTRAR GENERAL
 on / /19

Registrar General

MEMORANDUM (continued)

"Corporation" means the Hunter Water Corporation Limited its agents, servants, workmen and contractors.

"Works" means pipe lines, mains, drains, distributory reticulating and other works, including pumping stations with fittings and appurtenance thereto as shown on a relevant prescribed diagram forming part of a community plan, precinct plan, neighbourhood plan or strata plan.

THE STATUTE
MARGINS,
OF PAPER,
PRESCRIBED
REGULATION
REAL PROPERTY
ACT REGULATIONS
1970 SHOULD BE
MAINTAINED IN
THIS FORM AND IN
ANY ANNEXURES.

2. The Corporation has full free right liberty and licence from time to time and at all times to construct, lay down, make, control, examine, supervise, manage, relay, renew, cleanse, repair, maintain, operate and use the Works in and through the Land and upon or at such depths or levels below the surface thereof as in the Corporation's opinion is required and to sue the Works for water supply purposes and sewerage purposes and to remove any such Works and substitute in lieu thereof any new Works.
3. The Corporation has full and free right liberty and licence to convey and drain water and sewage, with any associated matter and debris, from the Works in any quantities across and through the Land, together with the right to use any line of pipes, sewer or drains already laid within the Land for purposes of draining water and sewerage or any pipe, pipes sewer, and or drains in replacement or in substitution thereof. This right, liberty and licence shall be in addition to that provided in Clause 16 hereof.
4. The Corporation has the right of support at all times for the Works as shall for the time being be in or upon the Land.
5. The Corporation has full and free right liberty and licence to enter, go, return, pass and re-pass with or without animals or vehicles or both upon, along and over the Community Parcel at any hour of the day or night and make and sink excavation shafts and cuttings in and through the Land and bring and place thereon and remove therefrom any such plant, machinery, materials, implements, tools, articles and things as the Corporation shall think fit and the Corporation shall have key access where entry is denied or restricted to other persons (including Proprietors) by way of locks and other security services.
6. The Grantor agrees that at all times vehicular access of not less than 4.5 metres wide must be provided adjacent to the Works to enable the Corporation access to carry out its operational and maintenance activities.
7. The Grantor agrees that the Corporation will have available to it at all times working space of:
 - (a) Two metre radius either side of the centre line of a water main; and
 - (b) variable area either side of the centre line of a sewer line being the minimum safe working area at surface level required by the Department of Industrial Relations relevant to the depth and size of the sewer.
8. This Memorandum in no way derogates or reduces the rights, powers and authorities of the Corporation at law or otherwise.
9. The Grantor agrees that no drain, pipe, conduit or wire which is not the property of the Corporation may be laid, constructed or maintained within the vertical stratum extending 250mm horizontally on either side of the pipe exterior incorporated in the Corporation's Works other than private service lines or connections and services laid by Service Providers that would cross the Corporation's Works in a transverse direction with a minimum vertical clearance of 150mm.
10. The Proprietor shall accept full responsibility for the maintenance of individual domestic water and sewerage services connected to the Corporation's Works provided that the Proprietor shall at all times bear all risk of and responsibilities in connection with damage to any drain, pipe, conduit or wire which is the property of the Community Assoc. or a Proprietor laid within the Land where such damage arises from the Corporation's authorised operation and maintenance activities.
11. The Corporation will at no time bear the risk of or be responsible for any damage to the Corporation's Works including damage arising from the construction or maintenance of an road surface kerb and guttering and or other associated works.

THIS IS THE ANNEXURE TO THE MEMORANDUM MADE BY HUNTER WATER CORPORATION LIMITED AND
DATED 18th DAY OF May 1992.

12. The Corporation will at no time bear the risk of or be responsible for any damage to any drain, pipe, conduit or wire laid which is the property of the Community Association where such damage arises from the Corporation's authorised operation and maintenance activities.
13. The Grantor agrees that no retaining wall, fence, structure, rockery or any type of permanent landscape works may be placed upon the Land nor will any pathways other than slabs or blocks easily removable by 2 adult persons be placed upon the Land and the Grantor at all time bears all risk of and responsibility in connection with any damage arising from the construction, operation or maintenance of such pathways.
14. The Grantor agrees that no structures, improvements of any kind (other than pathways permitted under Clause 13) or trees, shrubs or plants (other than grass) can be placed:
 - (a) upon the Land in which is located a sewer line without the prior written consent of the Corporation;
 - (b) upon the Land in which is located a watermain absolutely.
15. The Grantor agrees that it will not, neither will it permit another person to, cover, fence or obscure surface fittings for manholes, lampholes, hydrants and stop valves at any time.
16. The Grantor will ensure that there is provision for safe drainage of water from flushing and cleaning of mains.
17. The Corporation will be responsible only for making safe the surface of the Land after carrying out any works.
18. The Grantor agrees that, without the consent of the Corporation, there will be:
 - (a) no stacking of materials;
 - (b) no alteration of surface levels; and
 - (c) no parking of vehicleson any part of the Land.

