### INSTRUCTIONS

- This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
- If insufficient space hereon Additional Sheet Form B1 should be used.
- 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.

**EXAMINED** 

A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an <u>Adult Person</u>. The address and occupation of the witness <u>must</u> be stated. ADDRESS

Level 2, 11 Mounts Bay Rd Level 8, Perth WA 6000 40 The Esplandel Perth WA 6000

PHONE No. 9460 5000 9420 7100

FAX No 9460 5001 9420 7101

REFERENCE No. XLD/104402

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**REG \$ 160.00** 

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PREPARED BY Givie Legal Rockwell Olivier

Level 8 40 The Esplanade
Level 2, 11 Mounts Bay Rd
Perth WA 6000

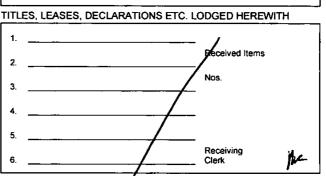
9420 7100

PHONE No. 9460 5000 FAX No. 9460 6001

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ISSUING BOX No.

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



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.



Page 4 of 4

#### **COSTS** 4.

The Owner must pay the costs of an incidental to the preparation, execution, stamping and registration of this Deed at Landgate including all duties and registration fees.

#### 5. INTERPRETATION

- Reference to the parties includes their personal representatives, successors and lawful assigns. (a)
- (b) Where a reference to a party includes more than one person the rights and obligations of those persons shall be joint and several.
- Headings have been inserted for guidance only and shall be deemed not to form part of the (c) context.
- The Schedule forms part of this Deed. (d)

## **SCHEDULE**

Burdened Land: Lots 2062 - 2071 on Deposited Plan 401062

# **EXECUTED AS A DEED:**

Executed for and on behalf of MIRVAC MANDURAH PTY LTD by
its duly appointed Attorneys pursuant to Power of Attorney No.  M588838 registered in the State of Western Australia in the presence of
M588838 registered in the State of Western Australia in the presence of

KIMBERCEY HAGUE C

Attorney Print Name

Witness Signature

Roxy Lee Gommers Witness NameLevel 3, 502 Hay Street Subiaco WA 6008

Witness Outstomer Relations Associate

Witness Occupation

Attorney Signature

Attorney Print Name

Witness Signature

Roxy Lee Gommers

Witness Name evel 3, 502 Hay Street Subiaco WA 6008

Witness & mer Relations Associate

GORY ROBERT FRASER

Witness Occupation

MANAGER PROPERTY MANAGEMEN

**EXECUTED BY MAIN ROADS WESTERN AUSTRALIA** 

Officer Main Roads Western Australia

Richard Wolski

LAND ADMINISTRATION MANAGER Main Roads Western Australia

Page 2 of 4



FORM B 2 FORM APPROVED NO. B2891

WESTERN AUSTRALIA TRANSFER OF LAND ACT 1893 AS AMENDED

# **BLANK INSTRUMENT FORM**

RESTRICTIVE COVENANT IN GROSS (SECTION 129BA of the TLA)

(Note 1)

DATED THE 23 <sup>rd</sup> DAY OF A print 2014  BETWEEN:  MIRVAC MANDURAH PTY LTD (ACN 102 396 350) of Level 3, 502 Hay Street, Subiaco Western Australia (**Owner**)  and **Journal Commissioner** Ocident (**Developed 1) and **Journal Commissioner** Ocident (**Developed 1) and **Journal Commissioner** Ocident (**Burdened Land**)  RECITALS:  A. The Owner is registered as the proprietor of an estate in fee simple of the land described in the Schedule (**Burdened Land**).  B. The Owner has sought and received the Western Australian Planning Commission's approval to subdivide land of which the Burdened Land forms part, to create a number of lots.  C. The Owner is required as a condition of subdivision approval to restrict motor vehicle access from the Burdened Land to Mandjoogoordup Drive.  D. The Owner enters into this Deed pursuant to section 129BA of the **Transfer of Land Act 1893** (WA) to comply with that condition and MRWA's requirements.  E. MRWA will have the benefit of this covenant created by this Deed.  **Journal Commissions** Operative Part**  OPERATIVE PART**  1. OWNER'S COVENANTS  The Owner for itself and its successors in title, with the intention of binding so far as is possible the Burdened Land in the hands of whoever it may come, hereby covenants with MRWA under and by virtue of the provisions of section 129BA of the **Transfer of Land Act 1893** (as amended) for the benefit of MRWA not to use or permit the use of the Burdened Land or vehicular access from the Burdened Land or to the Burdened Land between the points marked "Y" to "Z" on Deposited Plan 401062 on the boundary of the Burdened Land between the points marked "Y" to "Z" on Deposited Plan 401062 on the boundary of the Burdened Land.  2. DEED TO BENEFIT AND BIND SUCCESSORS  This Deed continues for the benefit of, aga playing documents and to to 10 both on the burdened Land to 10 both on th						
MIRVAC MANDURAH PTY LTD (ACN 102 396 350) of Level 3, 502 Hay Street, Subiaco Western Australia (*Owner*)  and **Journal Commission Received**  RECITALS:  A. The Owner is registered as the proprietor of an estate in fee simple of the land described in the Schedule (*Burdened Land*).  B. The Owner has sought and received the Western Australian Planning Commission's approval to subdivide land of which the Burdened Land forms part, to create a number of lots.  C. The Owner is required as a condition of subdivision approval to restrict motor vehicle access from the Burdened Land to Mandjoogoordup Drive.  D. The Owner enters into this Deed pursuant to section 129BA of the *Transfer of Land Act 1893** (WA) to comply with that condition and MRWA's requirements.  E. MRWA will have the benefit of this covenant created by this Deed.  **Young Land Land In the hands of whoever it may come, hereby covenants with MRWA under and by virtue of the provisions of section 129BA of the *Transfer of Land Act 1893** (as amended) for the benefit of MRWA not to use or permit the use of the Burdened Land for vehicular access from the Burdened Land or to the Burdened Land between the points marked "Y" to "Z" on Deposited Plan 401062 on the boundary of the Burdened Land between the points marked "Y" to "Z" on Deposited Plan 401062 on the boundary of the Burdened Land between the points marked "Y" to "Z" on Deposited Plan 401062 on the boundary of the Burdened Land between the points marked "Y" to "Z" on Deposited Plan 401062 on the boundary of the Burdened Land between the points marked "Y" to "Z" on Deposited Plan 401062 on the boundary of the Burdened Land between the points marked "Y" to "Z" on Deposited Plan 401062 on the boundary of the Burdened Land between the points marked "Y" to "Z" on Deposited Plan 401062 on the boundary of the Burdened Land between the points marked "Y" to "Z" on Deposited Plan 401062 on the boundary of the Burdened Land for vehicular access from the Burdened Land for vehicular access from the Burdened Land fo			April	2014		
## COMMISSIONER OF MAIN ROADS WESTERN AUSTRALIA of Don Aitken Centre, Waterloo Crescent, East Perth, Western Australia ("MRWA")  **RECITALS:**  A. The Owner is registered as the proprietor of an estate in fee simple of the land described in the Schedule ("Burdened Land").  B. The Owner has sought and received the Western Australian Planning Commission's approval to subdivide land of which the Burdened Land forms part, to create a number of lots.  C. The Owner is required as a condition of subdivision approval to restrict motor vehicle access from the Burdened Land to Mandjoogoordup Drive.  D. The Owner enters into this Deed pursuant to section 129BA of the *Transfer of Land Act 1893* (WA) to comply with that condition and MRWA's requirements.  E. MRWA will have the benefit of this covenant created by this Deed.  **JOHAN'S COVENANTS**  The Owner for itself and its successors in title, with the intention of binding so far as is possible the Burdened Land in the hands of whoever it may come, hereby covenants with MRWA and to use or permit the use of the Burdened Land Act 1893 (as amended) for the benefit of MRWA not to use or permit the use of the Burdened Land for vehicular access from the Burdened Land or to the Burdened Land between the points marked "Y" to "2" on Deposited Plan 401082 on the boundary of the Burdened Land.  2. DEED TO BENEFIT AND BIND SUCCESSORS  This Deed continues for the benefit of, agd, girth and the particular access from the Burdened Land.  2. DEED TO BENEFIT AND BIND SUCCESSORS  This Deed continues for the benefit of, agd, girth and the particular access from the Burdened Land.  2. DEED TO BENEFIT AND BIND SUCCESSORS  This Deed continues for the benefit of, agd, girth and the particular and the standard and to (1) 801 notice?  **A COACH MANA TO ABHOLD BENEFIT AND BIND SUCCESSORS  **A COACH MANA TO ABHOLD BENEFIT AND BIND SUCCESSORS  **A TO BENEFI	BETWEEN:					
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Page 1 of 4