FORM B 2

FORM APPROVED
NO. B2891

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

GRANT OF EASEMENT

(Note 1)

THIS DEED is made the day of 2025.

B E T W E E N :

GOLUXE HOLDINGS PTY LTD (ACN 674 559 061) of 73 Susannah Way, Gidgegannup, Western Australia (**Grantor**)

A N D

SHIRE OF MUNDARING of 7000 Great Eastern Highway, Mundaring, Western Australia (**Grantee**)

R E C I T A L S :

A. The Grantor is registered as the proprietor of an estate in fee simple in the land described in Item 1 of the Schedule (**Servient Tenement**).

B. The Land is situated within the district of the Grantee and the Grantor by Application Number 162046 (**Subdivision**) applied to the Western Australian Planning Commission (**WAPC**) to subdivide land of which the Servient Tenement formed part. The Subdivision was approved by the WAPC on 16 August 2022 subject to conditions including the following:

"17. Easement(s) in accordance with Section 195 of the Land Administration Act 1997 specifying access rights for emergency fire purposes in favour of the Local Government and Department of Fire and Emergency Services are to be placed on the certificate(s) of title of the proposed lots 1, 10, 11, 29 and 32 and the deed(s) of easement to specify care and management

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of the easement area is by the Local Government. Notice of this easement(s) is to be included on the diagram or plan of survey (deposited plan). The easement(s) are to state as follows:

"6 metre wide permanent emergency access way for vehicles"."

(**Condition 17**)

C. The Grantor enters into this Deed to create, pursuant to section 195 of the *Land Administration Act 1997*, the easement to comply with Condition 17 of the Approval.

O P E R A T I V E P A R T :

1. DEFINITIONS

In this document:

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia.

Easement means the easement granted by the Grantor as set out in **clause 2** of this document.

Easement Area means that part of the Servient Tenement shown with the letter "B" on Deposited Plan 430096.

Servient Tenement means the land described in **Item 1** of the Schedule.

Specified Encumbrances means the limitations, interests, encumbrances and notifications listed in **Item 2** of the Schedule.

2. GRANT OF EASEMENT

The Grantor, being registered as the proprietor of an estate in fee simple in the Servient Tenement which is subject to the Specified Encumbrances, pursuant to section 195 of the *Land Administration Act* 1997 transfers and grants to the Grantee and its authorised

officers, invitees, employees, agents and other persons from time to time authorised by it (**Authorised Users**) to at all times in common with the Grantor and all other persons having the like right, and persons authorised by the Grantor, the right of carriageway with the full and free right, liberty, power and authority from time to time and at all times hereafter to go, pass and repass for fire fighting, fire prevention (including, in respect of the Grantee only, the maintenance of strategic fire breaks) and fire emergency access and egress purposes either with or without vehicles (including without limitation emergency vehicles) over, along and across the Easement Area.

3. GRANTOR'S COVENANTS

The Grantor COVENANTS AND AGREES with the Grantee that:

(a) Grantor's Power

Notwithstanding anything made, done, omitted or knowingly suffered, the Grantor has full power to make the grant set out herein and assures the Grantee such grant shall remain to and be quietly held and enjoyed by the Grantee and the benefit thereof shall be received and taken accordingly without interruption or disturbance by the Grantor or any person claiming by, through, under or in trust for or in any way against the Grantor.

(b) Indemnity to Other Interest Holders

In the event that the grant set out herein or the lawful use of the Easement impinges on the rights of prior equitable interest holders in the Servient Tenement, the Grantor INDEMNIFIES the Grantee against any claim that may arise out of such circumstances.

(c) Grantor to Perfect Grant Where Required

The Grantor and every other person having or rightfully claiming any estate or interest in the Servient Tenement will from time to time and at all times hereafter at the request of the Grantee do all such lawful assurances and things for more perfectly assuring the grant set out herein as the Grantee reasonably requires.

(d) No Obstruction of Easement

(i) Subject to **clause 3(e)** the Grantor will not construct erect or build or suffer to be constructed erected or built any building, structure or obstruction whatsoever on the Easement Area or any part thereof or use or permit the Servient Tenement to be used in such a way as to obstruct or interfere with the use of the Easement without the consent in writing of the Grantee first being obtained and nor will the Grantor construct or cause to be constructed any fence or obstruction on the boundary of the Servient Tenement where the Easement adjoins a neighbouring lot other than in accordance with any fencing/gate proposal approved by the Grantee or unless agreed to in writing by the Grantee and subject to the Grantor providing access codes to the Grantee and the Grantee's Ranger and Emergency Services or such that access can be readily obtained when required during an emergency situation.

(ii) In the event the Grantor fails to comply with its obligations outlined in **clause 3(d)(i)**, the Grantee may give the Grantor a notice requiring the Grantor to remove such building, structure, obstruction or impediment.

(iii) If the Grantor fails to comply with the requirements of the Grantee's notice, referred to in **clause 3(d)(ii**) above, within 10 days after receipt of the notice (or immediately in the event of an emergency), the Grantee may enter onto the Servient Tenement to remove such building, structure, obstruction or impediment and the costs of such removal are to be a liquidated debt recoverable from the Grantor in a court of competent jurisdiction.

(e) Approved Gates, Fencing & Signage

The Grantor covenants and agrees with the Grantee that:

(i) it shall be responsible to repair and maintain at the Grantor's cost any signage, gates and signage approved by the Grantee pursuant to **clause 3(d)** at the Grantor's cost with the exception of any repairs and maintenance which are required due to the actions of the Grantee or its Authorised Users;

(ii) it shall install any EAW signs (**EAW Signs**) which may be required to be

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installed on the Easement Area by the Grantee in accordance with the specifications of and to the satisfaction of the Grantee however the maintenance of any EAW Signs shall be the responsibility of the Grantee.

(f) Construction of Easement

The Grantor covenants and agrees to construct the Easement Area in accordance with the Grantee's requirements and to the Grantee's reasonable satisfaction.

4. GRANTEE'S COVENANTS AND ACKNOWLEDGEMENTS

The Grantee acknowledges that:

(a) the rights created in the Easement herein are not granted exclusively and are granted by the Grantor in common with the corresponding rights of the Grantor and other persons lawfully entitled to exercise such rights and that where the consent of the Grantee is required pursuant to the terms of this grant, such consent shall not unreasonably be withheld or delayed; and

(b) in the event the Grantor needs to obstruct a portion of the Easement Area temporarily for a purpose associated with the use of the Servient Tenement, the Grantee will not unreasonably withhold or delay its consent PROVIDED THAT access through or to the Easement Area is not in the opinion of the Grantee unreasonably impeded.

5. EASEMENT TO RUN WITH SERVIENT TENEMENT

The Easement is intended to run with the Servient Tenement and to bind the Grantor and every successive registered proprietor of the Servient Tenement in favour of the Grantee.

6. MAINTENANCE OF EASEMENT

The Grantee agrees with the Grantor:

(a) to maintain, at the Grantee's cost, the Easement Area to a reasonable trafficable standard for fire-fighting vehicles and to accommodate 2WD vehicles in all weather conditions 24 hours per day, 7 days a week and 12 months of the year and to carry

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out any repairs necessary to ensure that the Easement Area is in a safe and tidy condition so as to ensure that the Easement Area provides a safe passage for all vehicles during an evacuation;

(b) to maintain the Easement Area in accordance with any Bushfire Guidelines so that the Easement Area may serve as a firebreak in satisfaction of the Bushfire Guidelines;

(c) promptly rectify any damage which the Grantee is required to repair pursuant to **clause 3(e)** to the satisfaction of the Grantor;

(d) in the event the Grantee fails to carry out any maintenance or repairs required to be carried out by the Grantee pursuant to **clause 3(e)** or **clause 6**, the Grantor may issue a written notice to the Grantee requiring the Grantee to carry out the specified works (**Works Notice**);

(e) if the event the Grantee fails to carry out the works specified in the Works Notice within 28 days after receipt of the Works Notice (or immediately in the event of an emergency), the Grantor may carry out those works and the costs of such works shall be payable by the Grantee.

7. GENERAL

7.1 Duty, costs and registration fees

The Grantor must pay all duty assessed on this document and all Landgate fees for the registration of this document, and all costs including the Grantee's solicitor's costs of and incidental to the preparation, review and modification of this document.

7.2 Further assurances

Each party agrees to sign, execute and complete all further assurances and documents and to do all things reasonably required to complete the matters set out in, or contemplated by, this document; and register this document at Landgate.

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7.3 Interpretation

Where a reference to a party includes more than one person the rights and obligation 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 context.

The Schedule forms part of this document.

When the day or last day for doing an act is not a Business Day, the day or last day for doing the act will be the next following Business Day.

Unless contrary to the sense or context, a reference to a party includes that party's executors, administrators, personal representatives, successors and assigns.

A reference to a statute includes a regulation, by-law, requisition or order made under that statute and any amendment to or re-enactment of that statute, regulation, by-law, requisition or order from time to time in force.

Where applicable:

(a) words denoting the singular include the plural;

(b) words denoting the plural include the singular; and

(c) words denoting a gender include each gender.

Reference to a thing (including any reference in a definition in this clause) includes a reference to the whole and each part of that thing.

Unless the context otherwise requires a reference to a clause is a reference to a clause of this document, and a reference to a subclause is a reference to a subclause of the clause in which the reference occurs.

Where applicable, a reference to a person includes a body corporate and reference to a

body corporate includes a natural person.

S C H E D U L E

ITEM 1: THE SERVIENT TENEMENT

Lot 201 on Deposited Plan 430096 and being the whole of the land comprised in Certificate of Title Volume Folio .

ITEM 2: ENCUMBRANCES

1. Notification O109483;

2. Easement P015941;

3. Restrictive Covenant pursuant to section 129BA o the *Transfer of Land Act 1893* (Energy Networks Corporation- Fire Protection Zone) – see Deposited Plan 430096;

4. Notification pursuant to section 165 of the *Planning and Development Act 2005* (Dual zoning development requirements) – see Deposited Plan 430096; and

5. Notification pursuant to section 70A of the *Transfer of Land Act 1893* (no reticulated sewerage service available) – see Deposited Plan 430096.

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EXECUTED by the parties as a Deed:

EXECUTED by GOLUXE HOLDINGS PTY LTD (ACN 674 559 061) pursuant to Section 127 of the Corporations Act:

Paul Douglas Marshall

Full Name of Director

Signature of Director

Bradley John Snell

Full Name of Director

Signature of Director

Executed on behalf of SHIRE OF MUNDARING under authority of the *Local Government Act 1995* pursuant to s9.49A:)
)
)

(Signed)

(Position)

(Print Full Name)

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

LODGED BY	McLeods Lawyers
ADDRESS	220 Stirling Highway CLAREMONT WA 6010
PHONE No.	9383 3133
EMAIL.	property@mcleods.com.au
REFERENCE No.	FG:MUND:55372 Easement (Emergency Access)
ISSUING BOX No.	346K

PREPARED BY	McLeods Lawyers		
ADDRESS	220 Stirling Highway CLAREMONT WA 6010		
PHONE No.	9383 3133	FAX No.	9383 4935

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

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Received Items

Nos.

Receiving Clerk

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.