

Le Fevre & Co.

Solicitors & Attorneys

Incorporating Thompson and Le Fevre. Est. 1907

Our Ref: TJL:28629

21 February 2017

The Acting General Manager
Lithgow City Council
Council Chambers
PO Box 19
LITHGOW NSW 2790

Initially by email: andrew.muir@lithgow.nsw.gov.au
rhys.brownlow@lithgow.nsw.gov.au

Lithgow City Council

Scanned

Attention: Andrew Muir/Rhys Brownlow

22 FEB 2017

Dear Sir,

Doc Set ID.....

GA Ref.....

Years.....


RE: LITHGOW CITY COUNCIL AND STEPHEN LESSLIE

We refer to the above matter and now enclose herewith:-

1. Deed of Agreement in duplicate executed by Mr. Lesslie and duly witnessed, for execution on page three (3) by the Acting General Manager on behalf of Council. The Acting General Manager's signature should be witnessed where indicated and the full name of the witness should be printed beneath the signature. The Acting General Manager should also sign on the Plan annexed to the Deed, where indicated. Please then return both copies of the Deed to us after execution.
2. Transfer Granting Easement. This should be signed on the front page where indicated, by Mr. Muir whose signature is to be witnessed where indicated. The witness should print their full name and address where indicated on the front page. In addition, Mr. Muir should also sign on page two (2) beneath the signature of Mr. Lesslie, and again on the plan annexed to the Transfer where indicated. Please return this document to us after execution, in order that we may attend to stamping and registration of same.

Mr. Lesslie's solicitors have requested urgent advice as to when it is likely that the piping of the water across this land should be completed. Please provide us with this information when returning the signed documents to us.

Yours faithfully
LE FEVRE & CO.

Per: 
T.J. Le Fevre
Email: tim@lefevreco.com.au
Encl.

Principal: Allan J. Lindsay

Consultant: Tim Le Fevre

City Chambers
108 Main Street, Lithgow NSW 2790
P.O. Box 67, Lithgow NSW 2790
DX 3151 Lithgow
ABN: 27 759 019 416
Telephone: (02) 6352 2699 Facsimile: (02) 6352 1351
Hours: 9 a.m. to 5 p.m. Monday to Friday

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Liability limited by a Scheme approved under Professional Standards Legislation

Form: 91TG
Licence: 05-11-643
Licensee: Softdocs
Le Fevre & Co.

TRANSFER GRANTING EASEMENT

New South Wales
Real Property Act 1900

Leave this space clear. Affix additional pages to the left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	Servient Tenement (land burdened) 3/881717	Dominant Tenement (land benefited) Easement in Gross
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(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Reference (optional):	CODE TG
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(C) TRANSFEROR	Registered proprietor of the servient tenement STEPHEN ARTHUR LESSLIE
----------------	--

(D) The transferor acknowledges receipt of the consideration of \$ 1.00 and transfers and grants -

(E) DESCRIPTION OF EASEMENT	Easement for drainage of sewage and water 4.5 wide and 4 wide affecting the site designated "X" in the plan annexed hereto and having the terms contained in annexure "A" hereto.
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out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

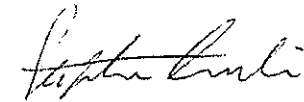
(G) TRANSFEREE	Registered proprietor of the dominant tenement LITHGOW CITY COUNCIL ABN 59 986 092 492
----------------	---

DATE / /

(H) I certify I am an eligible witness and that the transferor signed this dealing in my presence.
[See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of witness: 
Name of witness: **KLAUS FEGEBANK**
Address of witness: **SOLICITOR
46 MAIN ST
LITHGOW**

Signature of transferor: 

**SIGN
HERE**

I certify I am an eligible witness and that the authorised officer of the transferee signed this dealing in my presence.
[See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:

Name of witness:
Address of witness:

Signature of authorised officer:

Authorised officer's name: Andrew Christopher Muir
Authority of officer: Acting General Manager
Signing on behalf of: LITHGOW CITY COUNCIL
ABN 59 986 092 492

**SIGN
HERE**

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Annexure A to TRANSFER GRANTING EASEMENT

Parties: From STEPHEN ARTHUR LESSLIE to LITHGOW CITY COUNCIL ABN 59 986 092 492

Dated: / /

Terms of Easement for Drainage of Sewage and Water 4.5 wide and 4 wide.

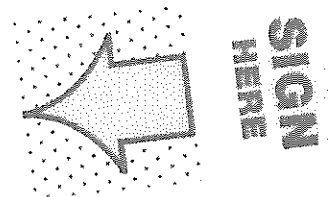
1. The body having the benefit of this easement may:

- (a) drain sewage, sullage and other fluid wastes in pipes through the lot burdened, but only within the site of this easement and drain water through the lot burdened but only within the site of this easement, and
- (b) do anything reasonably necessary for that purpose, including
 - . entering the lot burdened, and
 - . taking anything on to the lot burdened, and
 - . using any existing line of pipes, and
 - . carrying out works, such as constructing, placing, repairing or maintaining pipes and equipment.

2. In exercising those powers, the body having the benefit of this easement must:

- (a) ensure all work is done properly, and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

Stephen Leslie



ANNEXURE "A...." TO TRANSFER GRANTING EASEMENT

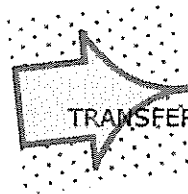
TRANSFEROR.....*Stephen Arthur Lesslie*.....

DATED BETWEEN

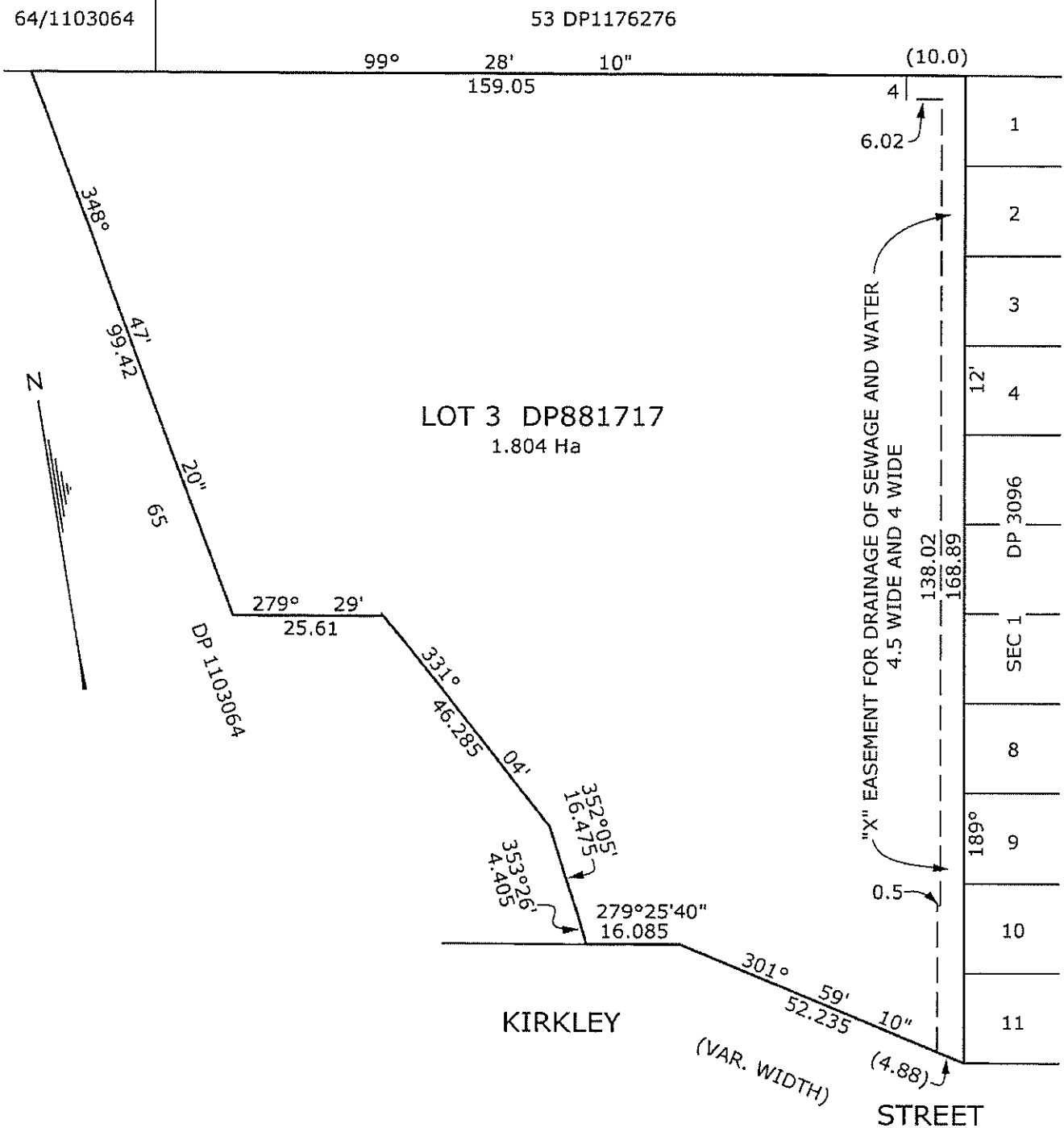
Stephen Arthur Lesslie (TRANSFEROR) AND

Lithgow City Council.....(TRANSFEEE).

**SIGN
HERE**



TRANSFEEE.....



P. Grosfeld
PETER-JOHN GROSFELD,
REGISTERED LAND SURVEYOR

PAGE OF

REDUCTION RATIO 1:1000
DATE: 08-02-2016
CEH SURVEY REF: 4/4865PJG

DEED OF AGREEMENT

This Deed is made on the _____ day of _____ 201~~7~~⁶.

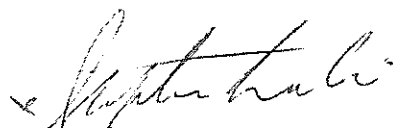
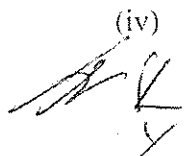
BETWEEN: STEPHEN ARTHUR LESSLIE of "Airdrie", 12 Kirkley Street,
South Bowenfels NSW 2790 ("the Owner")

AND: LITHGOW CITY COUNCIL ABN 59 986 092 492 of Council
Chambers, Mort Street, Lithgow NSW 2790 ("Council")

RECITALS:

- (i) The Owner is the registered proprietor of the land comprised in Certificate of Title Folio Identifier 3/881717, being Lot 3 in Deposited Plan 881717 known as "Airdrie", 12 Kirkley Street, South Bowenfels NSW 2790 ("the Land").
- (ii) Located upon the Land is a natural watercourse adjacent to the eastern boundary of the Land, onto which stormwater discharges from Council roads and surrounding lands.
- (iii) Council is the owner of certain stormwater and sewage infrastructure located upon the Land, namely a sewage drainage pipe traversing the Land along the full length of the eastern boundary of the Land, and a stormwater drainage pipe traversing part of the Land along such boundary, in respect of which Council has certain rights pursuant to Section 59A of the Local Government Act, 1993.

- (iv) The Owner at the request of Council has agreed to grant to Council an Easement for Drainage of Sewage and Water ^{4.5 and 4} wide along the eastern boundary of the Land, in accordance with the terms of this Deed as set out hereunder.



OPERATIVE PROVISIONS:

1. The Owner shall transfer and grant to Council an Easement for Drainage of Sewage and Water ^{4.5 and 4} wide along the eastern boundary of the Land, as shown in the plan annexed hereto marked "A".

2. In consideration of the said Transfer and Grant of Easement by the Owner to Council, Council shall at its own cost and in a proper, workmanlike and timely manner, extend the stormwater pipe enclosure of the stormwater drainage within the natural watercourse, along the whole of the eastern boundary of the Land to the effect that all stormwater discharged onto the Land from Council's roads shall be contained within such stormwater pipe. The Owner acknowledges that the carrying out of such work by Council at its own cost constitutes a full and proper consideration for the Transfer and Grant of Easement by the Owner of the said easement.

3. Council shall make good any damage to the Land occasioned by the carrying out of works referred to in Clause 2 hereof.

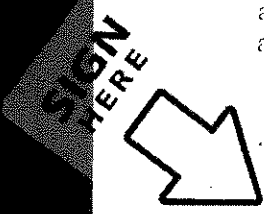
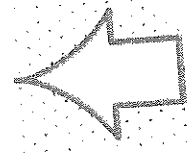
4. Council will pay all costs, fees and expenses, including the Owner's reasonable legal costs, in connection with this Agreement and the transfer and granting of the said easement.

5. Subject to due and proper completion by Council of the stormwater pipe as referred to in Clause 2 hereof, the Owner releases Council from all claims the Owner may now or at any time in the future have for compensation, injurious affectation, or reimbursement of any kind whatsoever, against Council in respect of the Transfer and Grant of Easement, to the fullest extent permitted by law, and the benefit of this clause shall not merge on completion.



EXECUTED AS A DEED

Executed on behalf of)
Lithgow City Council)
ABN 59 986 092 492 by the duly)
authorised officer whose signature)
appears opposite in the presence of:)



.....
Signature of Authorised Officer

Name: *Authorised Officer: Mr R*
Roger William Bailey
Position Held: General Manager
1/1/2017

.....
Signature of Witness

.....
Name of Witness

SIGNED, SEALED AND DELIVERED
by Stephen Arthur Lesslie in the)
presence of:)

x *Stephen Lesslie*
.....
Stephen Arthur Lesslie

[Signature]
.....
Signature of Witness

.....
Name of Witness
KLAUS FEGEBANK
SOLICITOR
46 MAIN ST
LITHGOW
.....

.....
Address of Witness

ANNEXURE "....." TO TRANSFER GRANTING EASEMENT

TRANSFEROR.....

DATED BETWEEN

.....(TRANSFEROR) AND

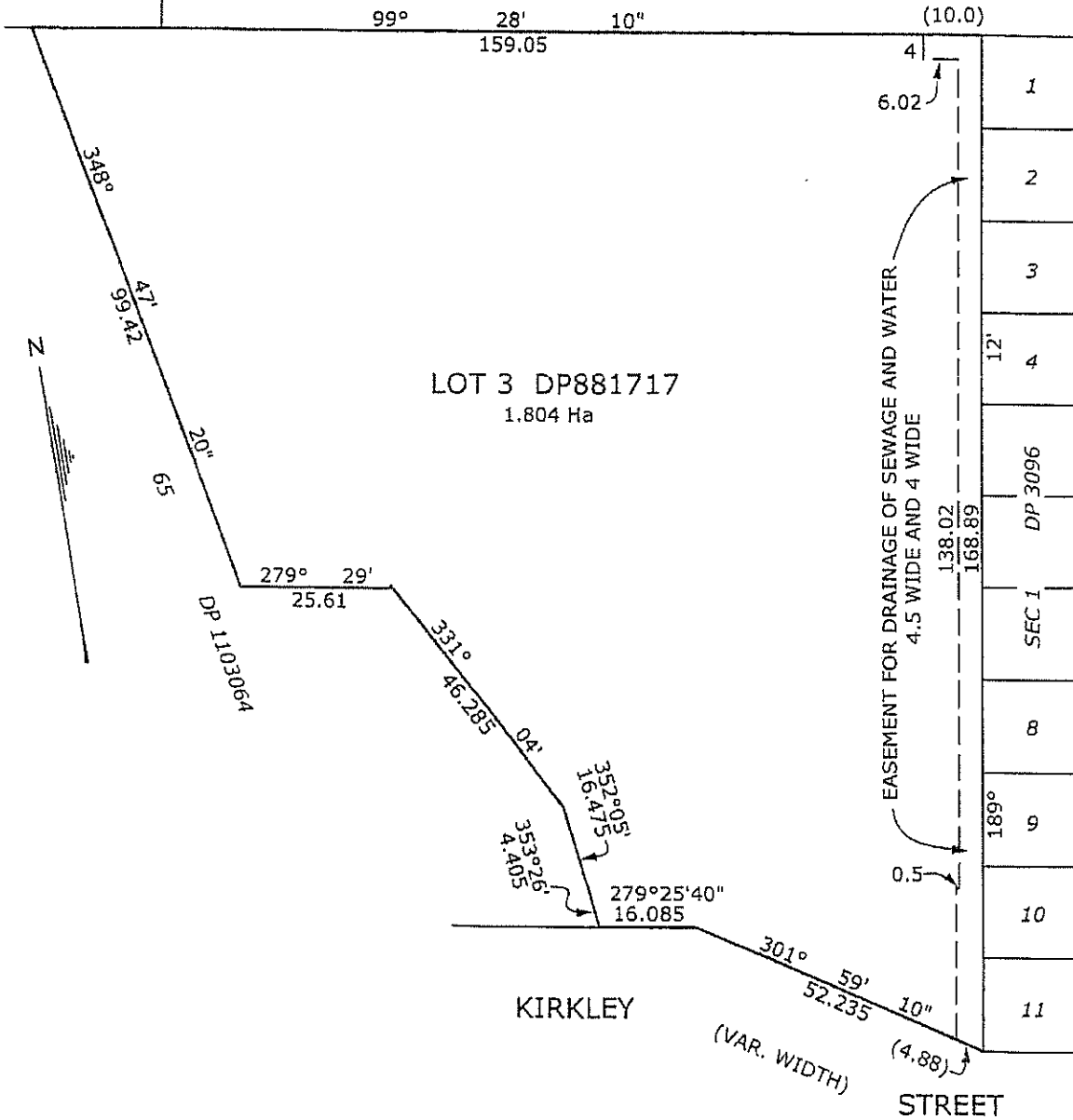
.....(TRANSFEREE).

TRANSFEREE.....

SIGN HERE

64/1103064

53 DP1176276



Peter-John Grosfeld
PETER-JOHN GROSFELD,
REGISTERED SURVEYOR

PAGE OF

REDUCTION RATIO 1:1000
DATE: 20-12-2016
CEH SURVEY REF: 4/4865PJG

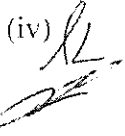
DEED OF AGREEMENT

This Deed is made on the day of 2016.

BETWEEN: STEPHEN ARTHUR LESSLIE of "Airdrie", 12 Kirkley Street,
South Bowenfels NSW 2790 ("the Owner")

AND: LITHGOW CITY COUNCIL ABN 59 986 092 492 of Council
Chambers, Mort Street, Lithgow NSW 2790 ("Council")

RECITALS:

- (i) The Owner is the registered proprietor of the land comprised in Certificate of Title Folio Identifier 3/881717, being Lot 3 in Deposited Plan 881717 known as "Airdrie", 12 Kirkley Street, South Bowenfels NSW 2790 ("the Land").
- (ii) Located upon the Land is a natural watercourse adjacent to the eastern boundary of the Land, onto which stormwater discharges from Council roads and surrounding lands.
- (iii) Council is the owner of certain stormwater and sewage infrastructure located upon the Land, namely a sewage drainage pipe traversing the Land along the full length of the eastern boundary of the Land, and a stormwater drainage pipe traversing part of the Land along such boundary, in respect of which Council has certain rights pursuant to Section 59A of the Local Government Act, 1993.
- (iv)  The Owner at the request of Council has agreed to grant to Council an Easement for Drainage of Sewage and Water ^{4.5 and 4} wide along the eastern boundary of the Land, in accordance with the terms of this Deed as set out hereunder.



OPERATIVE PROVISIONS:

1. The Owner shall transfer and grant to Council an Easement for Drainage of Sewage and Water ^{4.5 and 4} wide along the eastern boundary of the Land, as shown in the plan annexed hereto marked "A".

2. In consideration of the said Transfer and Grant of Easement by the Owner to Council, Council shall at its own cost and in a proper, workmanlike and timely manner, extend the stormwater pipe enclosure of the stormwater drainage within the natural watercourse, along the whole of the eastern boundary of the Land to the effect that all stormwater discharged onto the Land from Council's roads shall be contained within such stormwater pipe. The Owner acknowledges that the carrying out of such work by Council at its own cost constitutes a full and proper consideration for the Transfer and Grant of Easement by the Owner of the said easement.

3. Council shall make good any damage to the Land occasioned by the carrying out of works referred to in Clause 2 hereof.

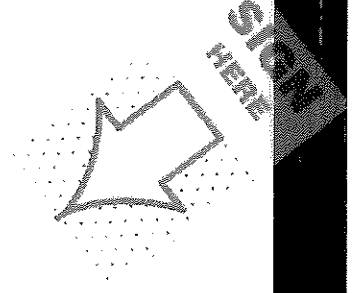
4. Council will pay all costs, fees and expenses, including the Owner's reasonable legal costs, in connection with this Agreement and the transfer and granting of the said easement.

5. Subject to due and proper completion by Council of the stormwater pipe as referred to in Clause 2 hereof, the Owner releases Council from all claims the Owner may now or at any time in the future have for compensation, injurious affectation, or reimbursement of any kind whatsoever, against Council in respect of the Transfer and Grant of Easement, to the fullest extent permitted by law, and the benefit of this clause shall not merge on completion.



EXECUTED AS A DEED

Executed on behalf of
Lithgow City Council
ABN 59 986 092 492 by the duly
authorised officer whose signature)
appears opposite in the presence of:)



.....
Signature of Witness

.....
Signature of Authorised Officer

Name: *Andrew Christopher Moore*
~~Roger William Bailey~~
Position Held: General Manager
ACT 2017

.....
Name of Witness

SIGNED, SEALED AND DELIVERED)
by Stephen Arthur Lesslie in the)
presence of:)

Stephen Arthur Lesslie
.....
Stephen Arthur Lesslie

[Signature]
.....
Signature of Witness

KLAUS FEGBANK
.....
Name of Witness **SOLICITOR**
46 MAIN ST
LITHGOW

.....
Address of Witness

ANNEXURE "....." TO TRANSFER GRANTING EASEMENT

TRANSFEROR.....

DATED BETWEEN

.....(TRANSFEROR) AND

.....(TRANSFEREE).

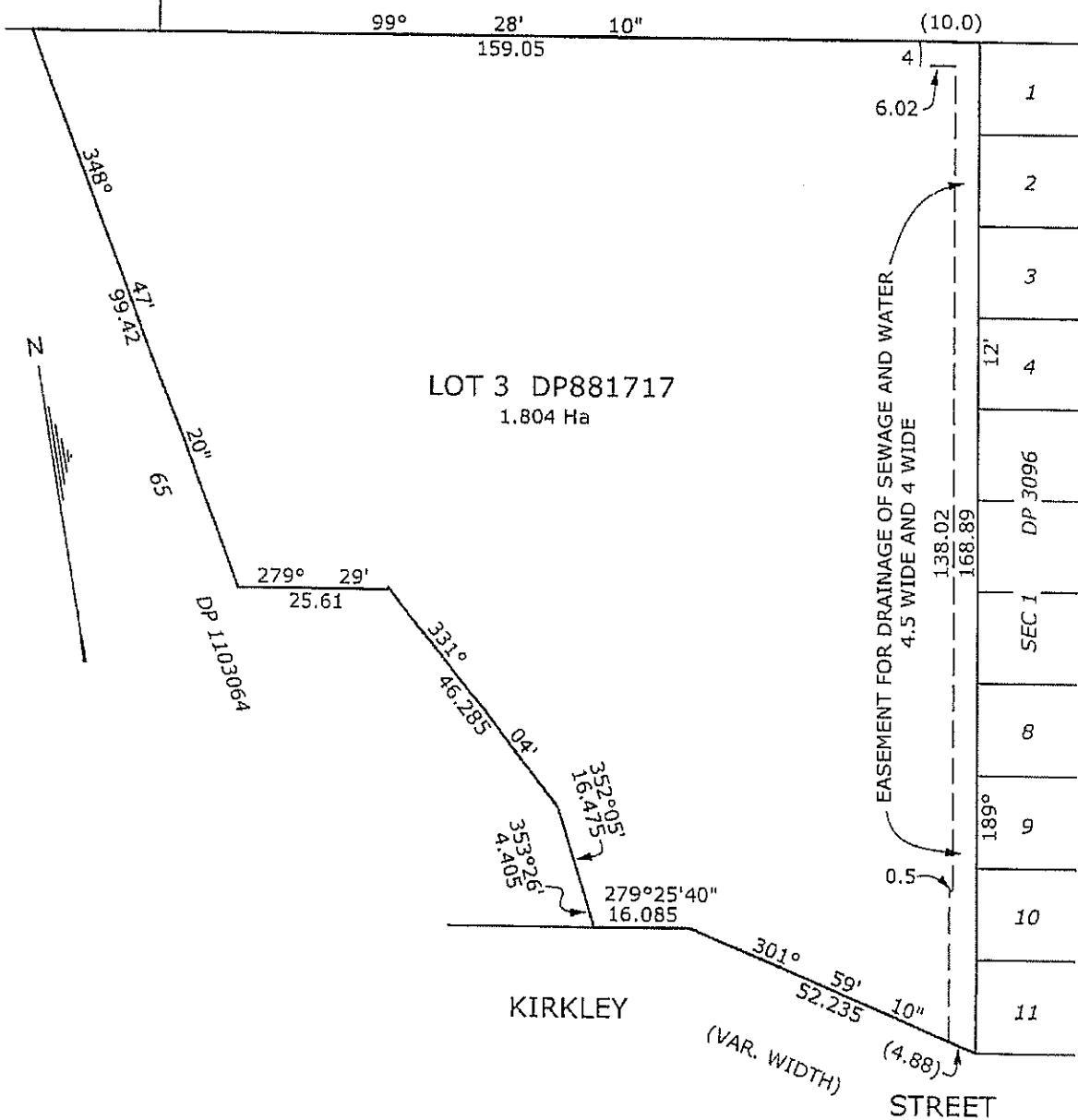
TRANSFEREE.....



SIGN HERE

64/1103064

53 DP1176276



Pf Grossfeld
PETER-JOHN GROSFELD,
REGISTERED SURVEYOR

PAGE OF

REDUCTION RATIO 1:1000
DATE: 20-12-2016
CEH SURVEY REF: 4/4865PJG

Le Fevre & Co.

Solicitors & Attorneys

Incorporating Thompson and Le Fevre. Est. 1907

Our Ref: TJJ:28629

12 November 2015

Higgins & Higgins
Solicitors
DX 3150
LITHGOW NSW

Attention: Klaus Fegebank

RECEIVED
16 NOV 2015

Dear Sir,

RE: LITHGOW CITY COUNCIL AND STEPHEN LESSLIE - STORMWATER DRAINAGE AT LOT 3 DP881717 KIRKLEY STREET, SOUTH BOWENFELS

We act for Lithgow City Council and understand that you are instructed by Stephen Lesslie, in relation to the proposed extension of the stormwater drainage pipe along the eastern boundary of your client's property Lot 3 DP881717 South Bowenfels.

We are instructed that Council has reached agreement with your client that, at his request and Council's cost, Council will extend the stormwater pipe enclosure of the stormwater drainage at present within the natural watercourse located along the eastern boundary of Lot 3 DP881717. In consideration of Council's agreement, Council seeks your client's consent to the creation of easements for drainage of sewage and water, 5 wide, which would incorporate the extended stormwater pipe and also the existing sewer main. This would be Council's preferred course of action as it is Council's practice to seek to obtain easements in relation to Council's stormwater and sewage infrastructure wherever they are located on land not owned by Council. However, should Mr Lesslie not wish to agree to the creation of such easement, Council would rely upon Section 59A of the Local Government Act 1993 in relation to the existing stormwater pipe and the existing sewage drainage pipeline.

Could you please seek instructions from your client and advise us in due course if your client is agreeable to the creation of formal easements, in which case we will prepare and submit to you for approval in due course the appropriate documentation for the acquisition by negotiated agreement of the easements referred to above. Alternatively, if your client does not wish such easements to be created, our client will, as stated above, rely on Section 59A of the Local Government Act 1993 in relation to existing stormwater drainage and sewage infrastructure within Lot 3 DP881717, but would not be willing in such circumstances to extend the existing stormwater pipeline.

Principal: Allan J. Lindsay

City Chambers

108 Main Street, Lithgow NSW 2790

P.O. Box 67, Lithgow NSW 2790

DX 3151 Lithgow

ABN: 27 759 019 416

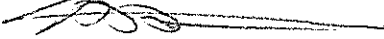
Telephone: (02) 6352 2699 Facsimile: (02) 6352 1351

Email: info@lefevreco.com.au

Consultant: Tim Le Fevre

All costs including reasonable legal costs incurred in relation to the creation of easements would of course be met by Council. We look forward to hearing from you.

Yours faithfully
LE FEVRE & CO.

Per: 
T.J. Le Fevre