

Dealing Number



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1. Grantor MINISTER FOR ECONOMIC DEVELOPMENT QUEENSLAND	Lodger (Name, address, E-mail & phone number) Herbert Smith Freehills DX 255 BRISBANE QLD Matthew.Soden-Taylor@hsf.com Tel: (07) 3258 6666	Lodger Code 108A
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2. Description of Easement/Lot on Plan Servient Tenement (burdened land) Lot 109 on SP291900 Dominant Tenement (benefited land) SEE ENLARGED PANEL # not applicable if easement in gross	Title Reference [To be inserted]
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3. Interest being burdened FEE SIMPLE	#4. Interest being benefited FEE SIMPLE # not applicable if easement in gross
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5. Grantee Given names	Surname/Company name and number (include tenancy if more than one)
	HANCOCK RESOURCES PTY LTD ACN 009 657 783

6. Consideration \$1.00 plus GST	7. Purpose of easement ACCESS
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8. Grant/Execution

The Grantor for the above consideration grants to the Grantee the easement over the servient tenement for the purpose stated in item 7 and the Grantor and Grantee covenant with each other in terms of:- *the attached schedule; *~~the attached schedule and document no.~~; *~~document no.~~

* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

.....signature

.....full name

.....qualification

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

.....signature

.....full name

.....qualification

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

/ /
Execution Date

.....
Grantor's Signature

/ /
Execution Date

.....
Grantee's Signature

Title Reference
[To be inserted]

Dominant Tenement (benefited land)

Lot 11 on W311846	15347006
Lot 3 on RP27535	11309032
Lot 42 on W311428	15346056
Lot 3 on RP36803	14057169
Lot 38 on W311080	14544126
Lot 35 on W31950	15338080
Lot 3 on RP36802	15338081
Lot 41 on W311273	14544125
Lot 27 on W31730	14483077
Lot 26 on W31730	14483078
Lot 54 on W31707	16500003
Lot 21 on W31635	16500004

Title Reference
[To be inserted]

Schedule referred to in Item 8 of the attached Form 9 Easement.

Grantor: MINISTER FOR ECONOMIC DEVELOPMENT QUEENSLAND

Grantee: HANCOCK RESOURCES PTY LTD ACN 009 657 783

1 Definitions and interpretation

1.1 Definitions

Unless the context otherwise requires in this Easement:

- (a) **Authorised Officer** means a director, secretary or manager;
- (b) **Dominant Tenement** means the land described in Item 2 as the "Dominant Tenement";
- (c) **Easement** means the grant of this Easement;
- (d) **Easement Area** means the Servient Tenement.
- (e) **Form 9** means the Form 9 under the *Land Title Act 1994* to which this schedule is attached.
- (f) **Grantee** means the party named in Item 5 together its executors, administrators, successors and permitted assigns, tenants, servants, agents, contractors, sub-contractors, invitees and licensees from time to time;
- (g) **Grantor** means the party named in Item 1 together with its executors, administrators, successors and permitted assigns, tenants, servants, agents, contractors, sub-contractors, invitees and licensees from time to time;
- (h) **Item** means any of those items numbered 1 to 8 in the Form 9; and
- (i) **Servient Tenement** means the land described in Item 2 as the "Servient Tenement".

1.2 Interpretation

- (a) Words denoting the singular number only include the plural number and vice versa. The masculine includes the feminine and vice versa. Words denoting individuals also include corporations.
- (b) The expression dollars or "\$" means Australian dollars.
- (c) Headings are included for convenience only and do not affect the construction of this Easement.
- (d) In the event that two or more persons comprise the Grantor or the Grantee, the rights, liabilities and obligations of such persons contained in or implied by this Easement will be several.
- (e) Where a general description of a thing, including a right or obligation, is followed by a specific instance or example of that thing, that specific instance or example does not limit the scope of the general description.

2 Grant

Subject to the provisions of this Easement, the Grantor grants to the Grantee:

- 2.1 at all times with or without vehicles a right of access over the Easement Area in common with the Grantor and all other persons from time to time lawfully using the Easement Area;
- 2.2 the right to build, at the Grantee's cost, an access road (to a standard determined by the Grantee) over any part of the Easement Area to enable the Grantee to exercise any right available to it under this Easement; and
- 2.3 the right to use the Easement Area as may be reasonably required to construct, install, maintain, repair, replace, add to or remove an access road.

**Title Reference
[To be inserted]**

3 Maintenance of Easement Area

- 3.1 Where an access road has been constructed within the Easement Area, the Grantee, at its cost, must maintain the access road as necessary and otherwise maintain the Easement Area in a clean and tidy condition. Where there is more than one Grantee benefitting from the terms of this Easement the costs of such maintenance must be shared equally between the Grantees.
- 3.2 The Grantee must take all due care to prevent damage to the Easement Area at all times (fair wear and tear excepted).
- 3.3 In the event that the Grantee causes any damage to the Easement Area, the Grantee must promptly repair such damage and is responsible for all costs associated with the repair of such damage.
- 3.4 If the Grantee fails to comply with clause 3.3, the Grantor may, at the Grantee's cost, repair any such damage and recover the cost of same from the Grantee as a liquidated debt.

4 Grantor's obligations

The Grantor must not at any time facilitate, suffer or permit by construction of fixed improvements, accumulation of property, or assembly of persons or animals upon the Easement Area that results in the unreasonable restriction or obstruction of the Easement Area so as to prevent the Grantee from having full use and enjoyment of the rights granted to it by this Easement, except in the case of an emergency where the Grantor may temporarily prevent the Grantee from entering upon or remaining on the Easement Area for the purpose of this Easement.

5 Grantee's obligations

- 5.1 The Grantee must ensure that all relevant approvals are obtained from all relevant authorities required to allow the exercise of the rights granted to the Grantee by this Easement.
- 5.2 The Grantee must comply with a relevant approval in clause 5.1.

6 Risk

The exercise of the Grantee's rights under this Easement and the use of the Easement Area by the Grantee shall be at the sole risk of the Grantee.

7 No waiver

No term, covenant, condition or restriction expressed or implied in this Easement will be deemed to have been waived by the Grantor or the Grantee either in whole or in part unless such waiver is in writing and signed on behalf of the Grantor or the Grantee as the case may be. Any such waiver will not affect or prejudice the rights or remedies of the Grantor or the Grantee as the case may be in respect of any future or other breach and (unless expressly so stated) will not amount to a general waiver of any provision in this Easement.

8 Costs of Easement

The costs and expenses of and incidental to the preparation, stamping and registration of this Easement and the costs and expenses of and incidental to any necessary survey relating to this Easement and the preparation and lodgement for registration of any plan or survey will be borne and paid by the Grantee.

Title Reference
[To be inserted]

9 Registration

To enable efficient registration upon the freehold land title register of this Easement (including stamping of the Easement):

- 9.1 each party must do whatever is necessary and sign all appropriate documents to achieve registration; and
- 9.2 the Grantor must obtain prior written consent from any mortgagee or any other person having a superior title to the Grantor over the Servient Tenement.

10 Benefit and burden

- 10.1 Unless the context requires otherwise:
 - (a) the benefit of this Easement will extend to the servants, agents, workman, visitors, licensees and all other persons claiming through the Grantee as if each of those persons was the Grantee; and
 - (b) the burden and benefit of this Easement will bind each parties' personal representative, successors and assigns.
- 10.2 If a party transfers or otherwise disposes of its interest in the Servient Tenement or the Dominant Tenement that party will be released from the obligations imposed upon it under this Easement apart from obligations arising from a breach of the provisions of this Easement that occurred prior to the transfer of the interest in the Servient Tenement or the Dominant Tenement.

11 Unconditional delivery

Each party unconditionally signs, seals and delivers this Easement as a deed so that the party has an intention to be immediately legally bound by the terms of this Easement.

12 General

12.1 Severability

If it is held by any court of competent jurisdiction that:

- (a) any part of this Easement is void, voidable, illegal or otherwise unenforceable; or
- (b) this Easement would be void, voidable, illegal or otherwise unenforceable unless any part of this Easement is severed from it,

then that part will be severed from the Easement for continued operation of the remainder of this Easement.

12.2 Notices

- (a) Any notices, authority or writing to be given or served by or on behalf of the Grantor or Grantee pursuant to the provisions of this Easement may be signed on behalf of the Grantor or Grantee as the case may be by an Authorised Officer of the relevant party or the solicitors for the relevant party.
- (b) Any notice required to be given to the Grantee or Grantor as the case may be under this Easement may be sent to them by prepaid post in a letter addressed to:
 - (1) in the case of the recipient being a company, its registered office; and
 - (2) in any other case, the last known address of the recipient.

Title Reference
[To be inserted]

- (c) Any notice if sent by prepaid post is deemed to have been made, given or served at the time when in the normal course of the post it would be delivered at the address to which it is directed whether or not it is actually received.

12.3 Governing Law

This Easement is governed by the laws of Queensland.

12.4 Variation

A variation of this Easement will only take effect if it is in writing and is executed by both parties.

12.5 No Tenancy

Nothing contained or implied in this Easement shall in any way create in favour of the Grantee any tenancy or other rights in the nature of a tenancy or any rights to the exclusive occupation or use of any part of the Servient Tenement.