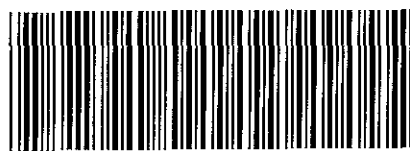


W/A & R/E
18/05/15

BE 600

716460717

716499192

\$162.90

\$162.90

18/05/2015 11:05

EASEMENT

FORM 9 Version 4

Page 1 of 7
Duties Act 2001

Client No: 3637135

Transaction No: 509-821-427

Duty Paid \$ 0.00 ☐ Exempt

UTI \$ NIL

Date: 28/04/15 Signed:

1. **Grantor**
Minister for Economic Development Queensland

Lodger (Name, address, E-mail & phone number)
K&L Gates
GPO Box 219
BRISBANE QLD 4001
Email: lyndal.draper@klgates.com
Ph: (07) 3233 1233 Ref: draperl

Lodger Code
BE158A

2. **Description of Easement/Lot on Plan County** **Parish** **Title Reference**
Servient Tenement (burdened land)
See Enlarged Panel
#Dominant Tenement (benefited land)
See Enlarged Panel
not applicable if easement in gross

3. **Interest being burdened**
Fee Simple

#4. **Interest being benefited**
Fee Simple
not applicable if easement in gross

5. **Grantee** Given names Surname/Company name and number (Include tenancy if more than one)
Minister for Economic Development
Queensland (parcels 1 - 8)

6. **Consideration**
\$1.00

7. **Purpose of easement**
ACCESS AND SERVICES

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;

* delete if not applicable

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

Minister for Economic Development
Queensland by its duly authorised delegate
Greg Chemello Acting General Manager in
the presence of:

signature

Simone Spring full name

Lawyer qualification

Witnessing Officer

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

23/4/15
Execution Date

Grantor's Signature

signature

Simone Spring full name

Lawyer qualification

Witnessing Officer

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

23/4/15
Execution Date

Grantee's Signature

24189739v3 DRAPERL

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

Title Reference to issue

2. Description of Easement/Lot on Plan	County	Parish	Title Reference
Servient Tenement (burdened land)			
Easement L in Lot 1 on SP 273096	STANLEY	TOOMBUL	To issue
#Dominant Tenement (benefited land)			
Lot 2 on SP 273096 (Parcel 1)	STANLEY	TOOMBUL	To issue
Lot 3 on SP 273096 (Parcel 2)	STANLEY	TOOMBUL	To issue
Lot 4 on SP 273096 (Parcel 3)	STANLEY	TOOMBUL	To issue
Lot 5 on SP 273096 (Parcel 4)	STANLEY	TOOMBUL	To issue
Lot 6 on SP 273096 (Parcel 5)	STANLEY	TOOMBUL	To issue
Lot 7 on SP 273096 (Parcel 6)	STANLEY	TOOMBUL	To issue
Lot 8 on SP 273096 (Parcel 7)	STANLEY	TOOMBUL	To issue
Lot 9 on SP 273096 (Parcel 8)	STANLEY	TOOMBUL	To issue
# not applicable if easement in gross			

Title Reference to issue

This is the Schedule referred to in the Form 9 Easement

1. Interpretation and definitions

1.1 Definitions

The following expressions (whether appearing with or without capital letters) have the following meanings:

Body Corporate means the body corporate for the community title scheme in which the Servient Tenement is located;

Business Day means any day which is not a Saturday, Sunday or public holiday in Brisbane;

Dominant Tenement means the land described as such in item 2 of the Form 9 Grant of Easement;

Easement means the Form 9 Grant of Easement, this Form 20 Schedule and each annexure or schedule described in this Form 20;

Equipment means all pipes, drains, conduits, manholes, wires and other related equipment required for Services.

Grantee means the registered owner of the Dominant Tenement from time to time and includes the employees, customers, contractors, invitees and others authorised (expressly or impliedly) by the Grantee;

Grantor means the registered owner of the Servient Tenement from time to time and includes the employees, customers, contractors, invitees and others authorised (expressly or impliedly) by the Grantor;

Maximum Size means maximum capacity according to the design and construction of the road built on the Servient Tenement from time to time;

Observe includes to comply with, discharge, fulfil, keep and perform;

Services means the underground passage of water, sewerage, electricity, communications, data, rain water and other lawful drainage discharge.

Servient Tenement means the land described as such in item 2 of the Form 9 Grant of Easement;

Statute means any statute, regulation, proclamation, ordinance or local law;

Vehicles means any vehicle for the carriage of goods or persons and automobile machinery or plant which does not exceed the Maximum Size.

1.2 Interpretation

In this Easement unless the context otherwise requires:

- (a) Words denoting the singular number only include the plural number and vice versa. Every gender includes any other gender. Words denoting individual persons include corporations;

Title Reference to issue

- (b) A reference to any Act of Parliament is to be read as though the words or any statutory modification or re-enactment or any substituted statutory provision were added to that reference;
- (c) Every agreement or obligation expressed or implied in this agreement by which two or more persons agree or are bound binds those persons and every two or more of them jointly and each of them severally;
- (d) The headings are included for convenience only and do not affect the construction of this Easement;
- (e) Wherever a date is specified and that date is not a Business Day then the reference is deemed to be to the next Business Day occurring after the specified date.

2. Grant of easement

2.1 Grant

The Grantor grants to the Grantee full right and liberty for the Grantee, its successors in title and the owners and occupiers for the time being of the Dominant Tenement (in common with the Grantor and all other persons having the like right) at all times to pass and repass along the Servient Tenement:

- (a) for access purposes connected with the use and enjoyment of the Dominant Tenement with or without Vehicles; and
- (b) for the provision of Services including installation of Equipment on the Servient Tenement.

2.2 Grantee's Rights

The Grantee may:

- (a) use the Servient Tenement at all times by day or night but always only in connection with the Grantee's use of the Dominant Tenement;
- (b) carry out repairs to the Servient Tenement where the Grantor fails to comply with its obligations under clause 3.1 and recover the cost from the Grantor as a liquidated debt;
- (c) use parts of the land of the Grantor adjoining the Servient Tenement as may be reasonably necessary in the exercise of its rights under clauses 2.2(b).

2.3 Grantor's Rights

The Grantor's rights to the Servient Tenement for purposes not inconsistent with the Grantee's rights are preserved. Where the Grantor carries out any works upon the Servient Tenement either in exercise of its right under this clause or in performance of its obligations under clause 3.1, the Grantor may temporarily restrict the Grantee's rights over the Servient Tenement but must:

- (a) give adequate prior written notice of such restriction to the Grantee; and
- (b) take all steps reasonably practicable to ensure that the disruption to the Grantee's use, occupation and enjoyment of the Dominant Tenement is minimised, including that the restriction occurs for the minimum period.

Title Reference to issue

2.4 Body Corporate's Rights

The Body Corporate may carry out repairs to the Servient Tenement where the Grantor fails to comply with its obligations under clause 3.1 and recover the cost from the Grantor as a liquidated debt.

2.5 Construction

The Grantor may:

- (a) construct a concrete, bitumen or other sealed private roadway on the Servient Tenement; or
- (b) for the purpose of constructing buildings and car parks adjacent to the Servient Tenement, run services through the Servient Tenement, underpin, pour footings, piers and other supports on or through the Servient Tenement,

and do any other thing on the Servient Tenement provided it is not materially inconsistent with the Grantee's rights under this Easement.

2.6 Consent

The Grantee will, if required at the cost of the Grantor, consent to any construction within the Servient Tenement which is not inconsistent with the Grantee's rights under this Easement.

3. Obligations

3.1 Grantor's Obligations

The Grantor must keep the surface of the Servient Tenement in good condition and repair suitable for the passage of Vehicles (having regard to the purposes for which the Dominant Tenement is used) except to the extent that the Grantee is obliged to effect repairs under this Easement.

3.2 Grantee's Obligations

The Grantee must at its cost:

- (a) repair the surface of or any structure on or adjacent to the Servient Tenement which is damaged by the negligence or default of the Grantee or any person accessing the easement and for whom the Grantee is responsible; and
- (b) maintain and keep in good repair all Services and Equipment of the Grantee on the Servient Tenement.

4. Insurance

The Grantor must take out and maintain public liability insurance over the Servient Tenement with a reputable insurer with a limit of not less than \$20,000,000 per claim or such higher limits as agreed with the Grantee from time to time.

Title Reference to issue

5. Body Corporate

5.1 Body Corporate may repair

The Body Corporate may, if requested by the Grantor and the Grantee, comply with the Grantor's obligations under clauses 3.1 and 4 in lieu of the Grantor complying with those obligations.

5.2 Body Corporate to recover cost

- (a) If the Body Corporate elects to carry out the Grantor's obligations in accordance with clause 5.1, the Body Corporate may recover the costs associated with complying with those obligations from the Grantor and the Grantee in accordance with the contributions schedule lot entitlements of each of the Grantor and the Grantees under the Scheme.
- (b) Each of the Grantor and the Grantee covenants for the benefit of the Body Corporate to pay the costs mentioned in (a), on demand.

6. Risk

The Grantee uses the Servient Tenement and exercises its rights under this Easement at its own risk absolutely.

7. Passing of obligations

The burden and benefit of the covenants and obligations in this Easement pass with the Servient Tenement and Dominant Tenement respectively so that:

- (a) any person who becomes the owner of the Servient Tenement or the Dominant Tenement must Observe the covenants in the Easement; and
- (b) any obligation to Observe this Easement only applies whilst that person is the registered owner of either the Servient Tenement or the Dominant Tenement.

8. Covenant from subsequent Land Owners

8.1 Covenant from owner of the Servient Tenement

Before the Grantor transfers its interest in the Servient Tenement, the Grantor (or any successor in the Grantor's title) must procure the transferee to covenant in favour of the Grantee (or any successor in the Grantee's title) that the transferee will comply with the obligations of the Grantor under this Easement as though the transferee were named the Grantor.

8.2 Covenant from the owner of the Dominant Tenement

Before any Grantee transfers its interest in the Dominant Tenement, the Grantee (or any successor in the Grantee's title) must procure the transferee to covenant in favour of the Grantor (or any successor in the Grantor's title) that the transferee will comply with the obligations of the Grantee under this Easement as though the transferee were named the Grantee.

Title Reference to issue

9. Notices

9.1 Method of giving notice

A notice to be given under this Easement must be in writing and is treated as being duly given if it is:

- (a) served personally (if a natural person); or
- (b) delivered or sent by pre-paid post to the registered office (if a corporation); or
- (c) sent by pre-paid post to an address provided by a party as their address for service.

9.2 Time of Receipt

A notice given in accordance with clause 9.1 is treated as having been duly given and received;

- (a) when served or delivered; or
- (b) on the second Business Day after posting (if sent by pre-paid post).



Department of
**State Development,
Infrastructure and Planning**

Our ref: DEV2014/614

17 December 2014

Alceon Qld Pty Ltd ATF BTP Fund
C/- Mr Stuart Somerville
Jensen Bowers
PO Box 799
SPRING HILL QLD 4004

Dear Mr Somerville

SECTION 89(1)(a) PDA DEVELOPMENT APPROVAL FOR A PDA DEVELOPMENT APPLICATION FOR A PDA DEVELOPMENT PERMIT FOR A RECONFIGURATION OF A LOT 10 INTO 9 AND COMMON PROPERTY AT MACARTHUR AVENUE AND CURTIN AVENUE WEST, HAMILTON DESCRIBED AS LOTS 2-4 ON SP238221, LOTS 801-803, 809 AND PART OF LOT 806 ON SP219024, LOT 2 ON SP267571 AND LOT 5 ON SP267561

On 16 December 2014 the Minister for Economic Development Queensland (MEDQ) approved the Priority Development Area (PDA) development application pursuant to s.85(4)(b) of the *Economic Development Act 2012*. MEDQ has decided to grant all of the PDA development approval applied for subject to PDA development conditions set out in the attached PDA Development Approval Package.

The PDA development application and the decision notice can also be viewed in the MEDQ Development Approvals Register via the MEDQ website <http://www.dsdip.qld.gov.au/infrastructure-and-planning/priority-development-area-development-approvals.html>.

Should you have any queries in relation to the decision notice, please do not hesitate to contact Nick Cooper on 3452 7127.

Yours sincerely

Lyndy Rapson
A/ Director - EDQ Development Assessment

Executive Building
100 George Street Brisbane
PO Box 15009 City East
Queensland 4002 Australia
Telephone +61 7 3227 8548
Website www.dsdip.qld.gov.au
ABN 29 230 178 530

PDA Decision Notice - Approval

Site information		
Name of urban development area (PDA)	Northshore Hamilton	
Site address	Macarthur Avenue and Curtin Avenue West, Hamilton	
Lot on plan description	Lot number	Lot description
	2-4	SP238221
	801-803, 809 and part of 806	SP219024
	2	SP267571
	5	SP267561
PDA development application details		
MEDQ reference number	Dev2014/614	
Lodgement date	6 November 2014	
Type of application	☒ New development involving:- ☐ Material change of use ☐ Preliminary approval ☐ Development permit ☒ Reconfiguring a lot ☐ Preliminary approval ☒ Development permit ☐ Operational work ☐ Preliminary approval ☐ Development permit ☐ Changing a PDA development approval ☐ Extending the currency period of a PDA approval	
Description of proposal applied for	Reconfiguration of 10 lots into 9 and Common Property	

PDA development approval details			
Decision of the MEDQ		The MEDQ has decided to grant all of the PDA development approval applied for, subject to PDA development conditions forming part of this decision notice.	
Decision date		16 December 2014	
Currency period		2 Years from the decision date	
Plans and specification			
The plans and specifications approved by the MEDQ and referred to in the PDA development conditions concerning the PDA development approval are detailed below.			
Approved plans, reports and specifications		Number, (if applicable)	Date (if applicable)
1.	Proposed Reconfiguration Plan - Precinct 8A	S-6782-009-E	13 November 2014
PDA Development Conditions			
1.	Carry out the approved development Carry out the approved development generally in accordance with the approved plans/drawing and/or documents.	Prior to survey plan endorsement	
2.	Registration of Lots The registration of lots created by this development approval must not occur until such time that the lots created by development approval Dev2014/587 have been registered by the Titles Registry Office.	As indicated	
Surveying, land dedication and easements			
3	Easements over Infrastructure Public utility easements must be provided, in favour of and at no cost to the grantee, over infrastructure located in private land that becomes contributed assets located in private land. The terms of the easements must be to the satisfaction of the Chief Executive Officer of the authority which ultimately is to takeover and maintain the contributed assets.	Prior to survey plan endorsement	

Notes

Design is conceptual and for discussion purposes only and subject to detailed investigation, survey, design and relevant authority approvals.

Final lot layout is subject to design changes and final field survey, and may differ from those shown on this plan.

Statements within lots 1 - 8 are reciprocal easements for access and services.

Disclaimer: Any license expressed or implied, in use this document for any purpose whatsoever is restricted to the extent of the express or implied agreement between Jensen Bowers and the instructing party.

Road closure and drainage easement subject to timing.

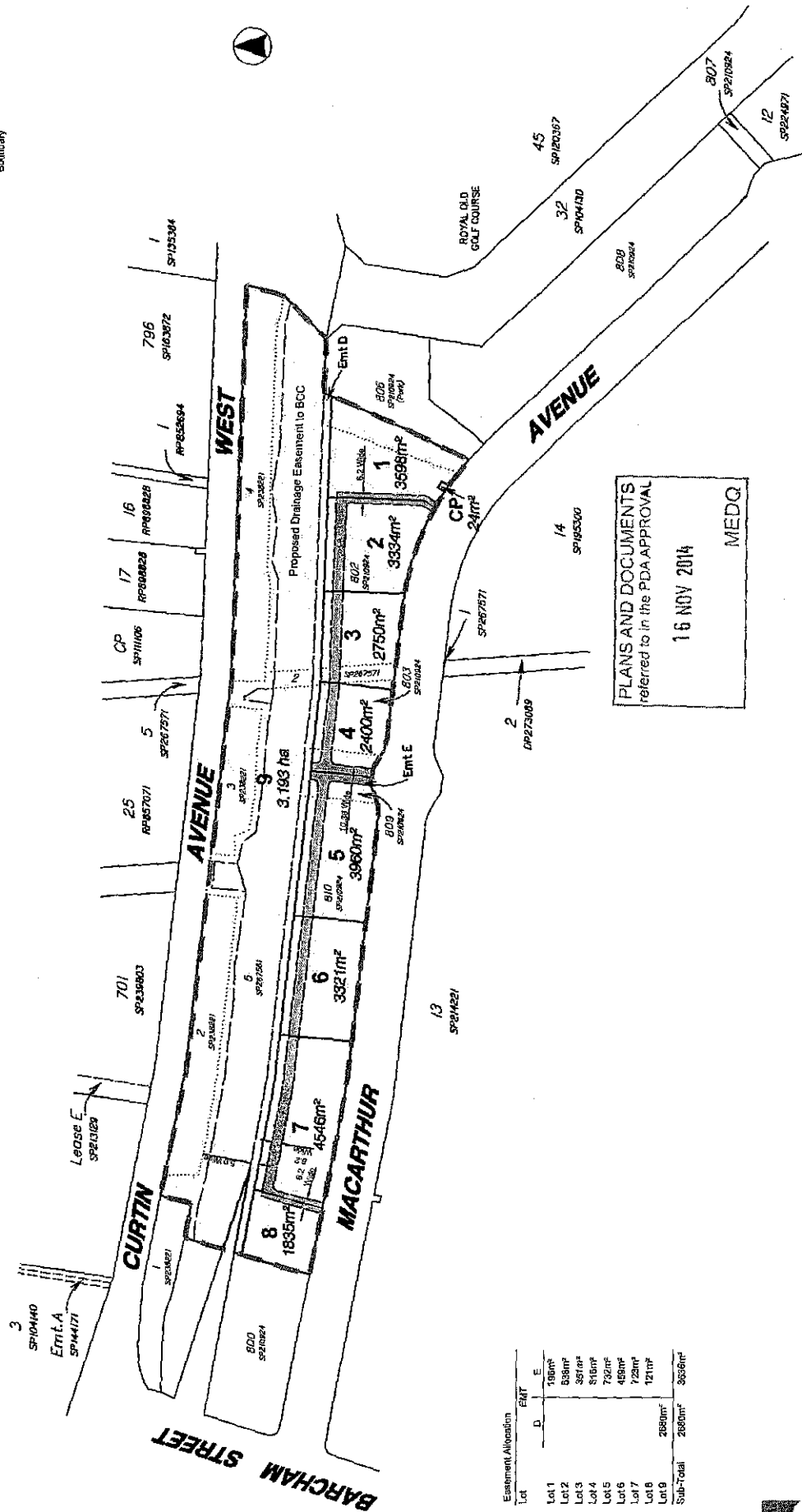
Property Details

Address: MacArthur Avenue, Hamilton
Current RPD: Lot 801 - 803, 808 on SP210824
Part of Lot 808 on SP210824
Lot 2 - 4 on SP238821
Lot 5 on SP287581
Lot 2 on SP287571

Local Authority: Brisbane City Council
Parish: Toombul
County: Stoney

Legend

- Subject Boundary
- Proposed Use in a CTS
- Proposed Common Property
- Proposed Access Easement
- Proposed Drainage Easement
- Proposed Easement D in M9 to B.C. for access and maintenance purposes.
- Current Registered Property Boundary



PLANS AND DOCUMENTS
referred to in the PDA APPROVAL
16 NOV 2014
MEDQ

Easement Allocation		Easement	
Lot		D	E
Lot 1	186m²		
Lot 2	839m²		
Lot 3	351m²		
Lot 4	722m²		
Lot 5	455m²		
Lot 6	722m²		
Lot 7	121m²		
Lot 8	289m²		
Sub-Total	2850m²		3656m²



SURVEYORS • PLANNERS • DEVELOPMENT ADVISORS
Jensen Bowers
77 Gower Street, Brisbane, QLD 4000
Tel: (07) 3862 1741
Fax: (07) 3862 1742
Email: info@jensenbowers.com.au
www.jensenbowers.com.au

Drawing No: S-3000-001-E
Scale: 1:500
Date: 16 Nov 2014
Author: JBA

Proposed Reconfiguration Plan - Precinct 8A
MacArthur Avenue, Hamilton
Netherfield Hamilton - Sub Precinct 8A

Form 10 – Version 3

Survey and Mapping Infrastructure Act 2003

Plan Registration Compliance Checklist

In accordance with Section 20(1)(c) of the *Survey and Mapping Infrastructure Regulation 2004*, this form must be completed and lodged with each cadastral plan that is not endorsed by an accredited surveyor at Item 11 of Form 21 Version 2 under the *Land Act 1994* and the *Land Title Act 1994*. This requirement applies to all plans signed on or after 1 July 2005.

Plan Number	Surveyor	Assessor	Date Checked
-------------	----------	----------	--------------

ITEM (Rule through where not applicable)	INIT.	AUDIT COMMENT	REFERENCE
1 CERTIFICATION			
1.1 Which certificate has been used to certify the plan is accurate?			CSR 3.9
1.1.1 Is the certificate correct, complete and dated?			
1.1.2 Has the ACN/ABN Number been shown if a Corporation?			
1.1.3 Was the plan signed before 1/8/2004? Does it have a new certificate? (NRW Internal Use Only)			s.76A SA 77
1.2 Does the plan contain any original information?			
If so, is a compilation certificate shown?			CSR9.39
1.3 If an explanatory plan			
1.3.1 Is the correct certificate used?			RDPP 20.10
1.3.2 Has the format of the plan been modified correctly?			RDPP 20.7
1.3.3 Has the Registrar of Titles approval been provided?			RDPP 20.2
1.4 Have any amendments been made to the plan by strikeout?			
1.4.1 If so, has an amendment certificate been added to the plan?			RDPP 23
1.4.2 Has any amendment certificate been completed correctly?			RDPP23
1.4.3 If amendment certificate uses s.32 (6) SMI, does it declare that plan is endorsed under that section?			CSR37
1.4.3.1. Is a certified copy of authorisation lodged?			
2 DESCRIPTION			
2.1 Are all the lots and secondary interests on the face included in the description of the plan?			RDPP 4.9
2.2 Does the cancelling clause contain all lots being cancelled?			CSR 3.8 RDPP 4.9, 4.10
2.3 Are secondary interest descriptors duplicated on the plan or title?			RDPP 4.8.2
2.4 Is the title restricted in depth?			
2.4.1 If so, does the description of the lots reflect the restriction as shown in the title and the previous plan?			RDPP 8.7
2.4.2 Is the restriction clearly stated on the face of the plan?			RDPP 8.7
2.5 Does the title and/or subject plan show any exclusion?			
2.5.1 If so have they been addressed (eg reservations in title – allocated or purchased)?			CSR 2.9
2.6 Is there a Reservation allocation shown on the plan?			
2.6.1 If so, does it agree with the Department's Reservation allocation?			CSR 2.9
2.6.2 Is the allocation certification signed?			CSR 2.9
2.7 Is the title partially cancelled?			
2.7.1 Has Registrar of Titles consent been given to continue this status?			RDPP 4.17
2.8 Are new undescribed balances created?			
2.8.1 If so – was consent of Registrar provided?			RDPP 4.17

ITEM (Rule through where not applicable)	INIT.	AUDIT COMMENT	REFERENCE
2.9 Do the Parish and County agree with the title and previous plan/s?			C/T
2.10 Does the Orig Grant (eg Portion) agree with the title and are multiple Grants plotted on face?			CSR 9.40
2.11 Does the Local Government and Locality agree with SmartMap?			CSR 9.31, C/T
2.12 If cancelling common property, is the common property correctly stated in the cancelling clause – Common Property <scheme name> CTS <number> (plan that created Common Property) ?			RDPP 11.3
3 PLAN PRESENTATION			
3.1 Is the correct format of the plan identified?			RDPP 4.7
3.2 Is the plan capable of reproduction at a reduced scale without loss of clarity?			RDPP 3.1
3.2.1 Are the subject parcels correctly identified (line styles & fonts)?			CSR 9.30 & 9.55
3.3 Is an original Barcode label attached to the plan?			RDPP 4.2
3.4 Is the current plan number identified on the reverse of sheet 1 and all additional sheets?			RDPP 4.2
3.5 Is the sheet number identified correctly, on all sheets?			RDPP 4.3
3.6 Have field notes/survey records been provided & plan noted?			CSR 3.35
3.7 Does the scale of the plan comply with the standard scales?			RDPP 4.14 CSR 9.48
3.7.1 Is the scale bar correct?			RDPP 4.14
3.8 Is a north point necessary and if so, shown?			RDPP 4.12
3.9 Has the meridian box been completed correctly?			CSR 3.23 CSR 9.34
3.10 Does every lot have a total area?			RDPP 8.2 CSR 3.6
3.10.1 If a lot is shown in parts, does each part have a separate area, and is the total area correct?			RDPP 8.4.1
3.10.2 Is a Vinculum used? If so, do severances have no areas?			RDPP 8.4.2
3.11 Is a multiple line area shown?			
3.11.1 If so, does the plan show an allocation of the reservation certified by SLAM?			CSR 2.9
3.12 Is public use land created on the plan?			
3.12.1 Are all Public Use Land lots identified prominently with PUL and/or approved term and clearly shown on the first sheet?			RDPP 4.8.1
3.12.2 Is access to the Public Use Land addressed correctly?			CSR 3.2.1
3.13 Are calculated intersections of new lot boundaries with registered secondary interests shown correctly?			RDPP 4.21
3.14 Are any of the new secondary interests restricted?			
3.14.1 If so, is the restriction clearly stated on the face of the plan?			RDPP 8.5, 8.7
3.14.2 Has the PM No, Datum and Height been shown on the plan?			RDPP 6.5
3.14.3 Is the information for this PM correct?			SCDB
3.14.4 Have sufficient references to the ground RL been shown?			RDPP 6.5
3.15 If part of Common Property is included in lot/s within scheme, is Common Property limits included in each lot identified on face?			RDPP 11.8.1
4 ACCURACY			
4.1 Does each lot and secondary interest have correct presentation of dimensions and area?			CSR 3.18
4.2 Does each lot (and part lot), severance, secondary interest and new road close within acceptable limits?			CSR 3.4.2
4.2.1 Is the area of each parcel correct?			CSR 3.6.1
4.3 Are all the severances fully and correctly dimensioned, including unsurveyed sides of roads?			CSR 3.18
5 ADJOINING INFORMATION			
5.1 Does the adjoining description agree with Smart Map? Should be correct at date of certification.			CSR 3.5

ITEM (Rule through where not applicable)	INIT.	AUDIT COMMENT	REFERENCE
6 ALLOCATIONS			
6.1 Have all previous titles been stated?			RDPP 22
6.2 Has every new lot, new road and secondary interest been correctly allocated against the previous lots, with a separate line for each previous lot?			RDPP 22.4
6.3 Are there any registered secondary interests (mortgages, easements etc.) or admin advices on the title?			
6.3.1 Have they been fully and correctly dealt with, if required, on the plan?			RDPP 22.6
6.3.2 Are the dealing numbers for the registered secondary interests in agreement with those shown on the title/s?			RDPP 22.6
6.4 Has every new lot been correctly allocated against the Original Portion/s, with each new lot mentioned once only?			RDPP 22.5
6.5 Are the Original Portions in agreement with the Title and the previous plan/s?			RDPP 22.5
6.6 If any lot is in more than one Local Government, have Local Govt area allocations been shown?			RDPP 22.7
7 REINSTATEMENT			
7.1 Is the reinstatement logical?			
7.2 If the reinstatement is complex, or requires explanation, has a report and/or an annotated copy of the plan been lodged as Survey Records?			CSR 3.35
7.3 Have the interests of all adjoining owners including the State been complied with?			SMI Reg s11
8 ENCROACHMENT			
8.1 Are there any encroachments shown?			SMI Reg 18-19
8.1.1 Is the size, nature and location shown appropriately?			CSR 3.20
8.1.2 Is there either: (a) a noting on the plan that SMI Reg s.19 has been complied with; or (b) evidence of a letter being forwarded to owner and a copy lodged with NRW as Survey Records?			SMI Reg 19
9 MARKING			
9.1 Does the plan show connections to two (2) PMs?			CSR 3.26
9.1.1 If not, has an explanation been provided?			CSR 3.26 SMIA s15(2)
9.1.2 Are the PM numbers correct?			
9.1.3 Is the mark type shown for new marks?			
9.1.4 Are sketches available? 9.1.4.1. If new mark, has a PM sketch been provided?			
9.2 Have the corners of all new lots and new secondary interests been shown as marked?			CSR 3.22.5
9.3 Have sufficient and suitable reference marks been placed?			CSR 3.22.2
9.4 Is occupation referenced?			CSR 3.22.5
10 AMBULATORY BOUNDARIES			CSR 4.0
10.1 Under which division or section of the SMI Act has the plan been prepared?			CSR 4.1.1
10.2 Has the watercourse been confirmed as non-tidal or tidal (note any proximity to a downstream limit)?			CSR 4.7
10.3 Has the ambulatory boundary been compiled?			CSR 4.9
10.3.1 Is it permitted to compile in these circumstances?			CSR 4.5, 4.6
10.3.2 If so, does the survey plan agree with the location at law?			CSR 4.5, 4.6
10.3.3 If so, does the plan identify the source of the compiled information?			CSR 4.9
10.4 Does the survey re-determine the ambulatory boundary, in part or in full?			CSR 4.5, 4.6
10.4.1 Is a lot likely to be the subject of a single lot chief executive declaration?			CSR 4.2.8 CSR 4.10
10.4.1.1. If so, has the appropriate material and records of any departmental consultation been supplied by the surveyor?			CSR 4.10

ITEM (Rule through where not applicable)	INIT.	AUDIT COMMENT	REFERENCE
10.4.2 Is the land subject to a multiple lot declaration and if so does the survey agree with the declaration?			CSR 4.2.8
10.4.3 Has the adopted boundary complied with the ambulatory boundary principles?			CSR 4.2.2 CSR 4.11
10.4.4 Have Survey Records been lodged clearly explaining the determination, differences etc?			CSR 4.13.1
10.4.5 If a public interest test under the boundary location criteria is required, has the appropriate material and references been lodged in the Survey Records?			CSR 4.14
10.5 Does the report describe the natural feature(s) adopted and is the report otherwise acceptable?			CSR 4.2.7 CSR 4.13.1
10.6 Does the plan indicate that Survey Records have been lodged, if applicable?			CSR 4.13.1
10.7 Have correct terms been used for the ambulatory boundaries (e.g tdi bdy, riv, ck, etc) and flow indicator shown where applicable?			CSR 4.8 CSR 9.5.7
10.8 Is the presentation of the ambulatory boundary in the correct format (eg River Points Table, curvilinear linework)?			CSR 4.8
10.9 Are the appropriate notations shown on the plan (e.g. "First new plan of survey.....", Exempt plan.....")			CSR 4.8
10.10 If plan is intended to be a "Reserved plan of survey" (see SMI Act Part 7), has appropriate documentation been supplied?			CSR 4.2.5
11 STATE LAND PLANS			
11.1 Is a letter of offer/approval available? 11.1.1 If available does plan comply? 11.1.2 Is the Elvas file reference shown at Item 4 on back of plan?			CSR 5.15
11.2 Have the parcels been correctly described, lot <alpha>, lot <number>?			CSR 3.17
11.3 Have the correct action statements been shown on the plan?			CSR 9.2
11.4 Is the plan suitable for the action intended?			
12 STANDARD FORMAT WITH COMMON PROPERTY (SCHEME - STANDARD FORMAT)			
12.1 Does the description of the plan include "common property"?			RDPP 11.3
12.2 Does the plan show the area of common property?			RDPP 11.5
12.3 Is the lot numbering acceptable? 12.3.1 If not, is there a letter of explanation for the numbering pattern adopted?			RDPP 8.3
12.4 Does the plan show CMS Name and/or Number in Item 3?			RDPP 4.15
12.5 Does the plan show the Development Approval Date above item 12?			RDPP 4.20
13 BUILDING FORMAT PLAN (SCHEME - BUILDING FORMAT)			
FRONT OF PLAN			
13.1 If new CTS, does plan have 2 lots (min) and Common Property?			RDPP 9.7
13.2 Is base parcel fully dimensioned?			RDPP 9.7
13.3 Does the plan show the base parcel area?			RDPP 9.3.1
13.4 Is the building layout correctly shown and plotted, and "Common Property" not shown within the base parcel?			RDPP 9.8
13.5 Does the plan show two direct or indirect connections to the corners of the base parcel for each building?			RDPP 9.8
13.6 Is there ONLY ONE "remainder" Standard Format Lot? 13.6.1 Have the dimensions and area for this lot been shown? 13.6.2 Has a statement added to the face of the plan indicating which lot is a Standard Format lot?			RDPP 9.3.2 RDPP 9.3.2 RDPP 9.3.2
13.7 Are there multiple buildings? 13.7.1 If so, are they correctly identified by an alpha? 13.7.2 Is this identification also reflected in the level diagrams for each building?			RDPP 9.10 RDPP 9.15.2
13.8 Are there multiple towers? 13.8.1 If so, is the footprint the podium/basement and towers plotted? 13.8.2 Are the level diagrams correct?			RDPP 9.15 RDPP 9.15.1 RDPP 9.15.2

ITEM (Rule through where not applicable)	INIT.	AUDIT COMMENT	REFERENCE
13.8.3 Is a lateral aspect diagram shown?			RDPP 9.15.3
13.9 If consecutive lot numbering is not used, is the lot numbering template acceptable?			RDPP 9.4
13.9.1 Is the lot numbering template applied across the whole of the CTS?			RDPP 9.4
13.10 Are all lots and parts of the same lot readily identified by appropriate line weights?			RDPP 9.5.2
13.11 Are all lots bounded by structural elements?			RDPP 9.6
13.11.1 If not and for a boundary within a building, are the corners marked, boundaries dimensioned and referenced to structural elements or base parcel?			RDPP 9.6.2
13.12 Has a standard scale been used for each of the level diagrams and are they all drawn to the same scale and orientation?			RDPP 9.12
13.13 Have the total areas been shown for every lot that is in parts, and is the total area correct?			RDPP 9.5.1
13.14 Have all part lots been described with an approved purpose?			RDPP 9.5.4
13.15 Are all building format lots represented on level diagrams?			RDPP 9.12
13.15.1 If applicable, is the outline of the lower level shown on level diagrams?			RDPP 9.13
13.16 Are the level diagrams correctly identified, eg Level A (and building/tower)?			RDPP 9.15.2
13.17 Is a north point shown for the level diagrams, if necessary?			RDPP 9.12
13.18 Is every closed figure on every level diagram identified with "ownership", eg common property, lot <number>?			RDPP 9.12
13.19 Is adjoining information shown and correct for every lot on every level diagram?			CSR 9.3.4
13.20 Are all encumbrances, eg easements, correctly plotted on every level diagram?			RDPP 4.22
13.21 Are voids shown correctly?			RDPP 9.5.5
13.22 Are there private yards on the plan?			
13.22.1 Has the principle of a low-rise building been satisfied?			RDPP 9.17
13.22.2 Does the private yard abut parts of other lots?			RDPP 9.17
13.23 Are existing volumetric lots or existing volumetric or restricted secondary interests in the base lot affected?			
13.23.1 Has a lateral aspect diagram been shown for affected volumetric lots?			RDPP 9.16.3
13.23.2 Have the other special requirements for affected volumetric lots been met, eg. footprints, level diagrams?			RDPP 9.16
13.23.3 Has a lateral aspect diagram been shown for volumetric secondary interest or restricted secondary interest registered against base parcel?			RDPP 9.23
REVERSE OF PLAN			
13.24 Has the CMS Name or Number been shown in Item 3?			RDPP 4.15
13.25 Has item 12 been fully completed?			RDPP 9.20.7
13.26 Are there any encroachments by the buildings onto adjoining land or road?			RDPP 9.20.3
13.26.1 If so, has the encroachment been addressed correctly?			RDPP 9.20.3
13.27 If an encroachment is shown, is there a statement about "the lots being wholly contained within the base parcel"?			RDPP 9.20.7
13.28 Does the encroachment relate to an "existing building"?			RDPP 9.20.7
13.28.1 If so, is the appropriate noting made?			RDPP 9.20.7
13.29 Does the plan show the Development Approval Date above item 12?			RDPP 4.20
14 VOLUMETRIC PLANS			
14.1 Is the lot numbering acceptable?			RDPP 10.3
14.1.1 If not, is there a letter of explanation for the numbering pattern adopted?			
14.2 If part lots are used, are they correctly described?			RDPP 10.4
14.3 Has the area of the footprint been shown?			RDPP 10.5.3
14.4 Has the area for the overall footprint been shown?			RDPP 10.5.3
14.5 Have sufficient references to the ground RL been shown?			RDPP 10.12.5

ITEM (Rule through where not applicable)	INIT.	AUDIT COMMENT	REFERENCE
14.6 Has the volume for each lot and secondary interest been shown? (easements may be excluded)			RDPP 10.5.4, 10.6
14.7 Has the PM No, Datum and Height been shown?			RTDP 10.10.2
14.8 Does the plan contain a statement regarding Vertical Planes?			RDPP 10.10.5
14.9 If plan notes that the parcels are bounded by vertical planes, are all the bounding edges on the footprint fully dimensioned?			RDPP 10.10.5
14.10 If plan does not use vertical planes for bounding surfaces, have the bearings & slope distances for bounding edges been shown?			RDPP 10.10.1
14.11 If co-ordinates are shown, are they in addition to polar dimensions for the bounding edges?			RDPP 10.10.1
14.12 Does the plan contain a definition of bounding surfaces?			RDPP 10.10.5
14.13 Are the corners marked or referenced to physical structures?			RDPP 10.11
14.14 Are the isometric diagrams ISOMETRIC?			RDPP 10.12.1
14.15 Does the plan indicate the direction from which the isometric diagram is viewed?			RDPP 10.12.1
14.16 Have the Isometric Diagrams been drawn to a standard scale?			RDPP 10.12.6
14.17 Do all vertices have an RL?			RDPP 10.10.1
14.17.1 If not, is there a statement for a single horizontal plane?			RDPP 10.10.1
14.18 Is there ONLY ONE remainder Standard Format Lot?			RDPP 10.2.4
14.18.1 If so, has the area for this lot been shown and a statement added to the face of the plan indicating which lot is a Standard Format lot?			RDPP 10.2.4
15 VOLUMETRIC FORMAT WITH COMMON PROPERTY (SCHEME – VOLUMETRIC FORMAT)			
In addition to 14 VOLUMETRIC PLANS:			
15.1 Does the description of the plan include "common property"?			RDPP 11.1
15.2 Does the plan show the area of common property?			RDPP 11.6
15.3 Does the plan show CMS Name and/or Number in Item 3?			RDPP 4.15
15.4 Does the plan show the Development Approval Date above item 12?			RDPP 4.20

Certification

I, _____ 1

hereby certify that this checklist accurately represents an audit of _____ 2

_____ 3

Date : _____

Cadastral Surveyor

1. Full name of Cadastral Surveyor (Individual) identified on Form 13 or Form 18 on the plan
2. Plan number
3. Signature of Cadastral Surveyor whose name appears at Item 1

1. Lot on Plan Description	County	Parish	Title Reference
LOT 1 ON SP273096	STANLEY	TOOMBUL	to issue

2. Instrument/document being consented to

Instrument/document type Easement L on SP 273096

Dated 23 / 4 / 15

Names of parties Minister for Economic Development Queensland

3. Instrument/document under which consent required

Instrument/document type Mortgage

Dealing No. 715461579

Name of consenting party Bank of Queensland Limited ABN 32 009 656 740

4. Execution by consenting party

The party identified in item 3 consents to the registration of the instrument/document identified in item 2.

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

Bank of Queensland Limited ABN 32 009 656 740 by its
duly constituted attorney Warren Rodney Bobbermien
under Power of Attorney No. 705593287 who certifies
that he has no notice of revocation of the power.

..... signature

..... full name

Tyrone Robert Wilson
C.dec 97321

..... qualification

Witnessing Officer

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

Mortgagee's Australian Credit Licence (if any)

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see
the Department's website.

24 / 4 / 2015
Execution Date

Warren Rodney Bobbermien
Senior Property Finance Manager
Consenting Party's Signature

716460733
w/o o R/E
18/05/15
QUEENSLAND LAND REGISTRY

EASEMENT

FORM 9 Version 4

Page 1 of 7



716499202

\$162.90

\$162.90

18/05/2015 11:06

BE 600

Duty Imprint

Client No: 3639135 Duties Act 2001

Transaction No: 509-823-720

Duty Paid \$ 0.00 ☐ Exempt

UTI \$ NIL

Date: 29/04/15 Signed:

1. **Grantor**
Minister for Economic Development Queensland

Lodger (Name, address, E-mail & phone number)

K&L Gates
GPO Box 219
BRISBANE QLD 4001
Email: lyndal.draper@klgates.com
Ph: (07) 3233 1233 Ref: draperl

Lodger Code
BE158A

2. **Description of Easement/Lot on Plan County Parish Title Reference**
Servient Tenement (burdened land)
See Enlarged Panel
#Dominant Tenement (benefited land)
See Enlarged Panel
not applicable if easement in gross

3. **Interest being burdened**
Fee Simple

#4. **Interest being benefited**
Fee Simple
not applicable if easement in gross

5. **Grantee** Given names Surname/Company name and number (include tenancy if more than one)
Minister for Economic Development
Queensland (parcels 1 - 8)

6. **Consideration**
\$1.00

7. **Purpose of easement**
ACCESS AND SERVICES

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;

* delete if not applicable

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

Minister for Economic Development
Queensland by its duly authorised delegate
Greg Chemello Acting General Manager in
the presence of:

signature
Simone Spring full name
Lawyer qualification

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

23/4/15
Execution Date

Grantor's Signature

Minister for Economic Development
Queensland by its duly authorised
delegate Greg Chemello Acting General
Manager in the presence of:

signature
Simone Spring full name
Lawyer qualification

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

23/4/15
Execution Date

Grantee's Signature

24189724v3 DRAPERL

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

Title Reference to issue

2. Description of Easement/Lot on Plan	County	Parish	Title Reference
Servient Tenement (burdened land) Easement M in Lot 2 on SP 273096	STANLEY	TOOMBUL	To issue
#Dominant Tenement (benefited land) Lot 1 on SP 273096 (Parcel 1)	STANLEY	TOOMBUL	To issue
Lot 3 on SP 273096 (Parcel 2)	STANLEY	TOOMBUL	To issue
Lot 4 on SP 273096 (Parcel 3)	STANLEY	TOOMBUL	To issue
Lot 5 on SP 273096 (Parcel 4)	STANLEY	TOOMBUL	To issue
Lot 6 on SP 273096 (Parcel 5)	STANLEY	TOOMBUL	To issue
Lot 7 on SP 273096 (Parcel 6)	STANLEY	TOOMBUL	To issue
Lot 8 on SP 273096 (Parcel 7)	STANLEY	TOOMBUL	To issue
Lot 9 on SP 273096 (Parcel 8)	STANLEY	TOOMBUL	To issue
# not applicable if easement in gross			

Title Reference to issue

This is the Schedule referred to in the Form 9 Easement

1. Interpretation and definitions

1.1 Definitions

The following expressions (whether appearing with or without capital letters) have the following meanings:

Body Corporate means the body corporate for the community title scheme in which the Servient Tenement is located;

Business Day means any day which is not a Saturday, Sunday or public holiday in Brisbane;

Dominant Tenement means the land described as such in item 2 of the Form 9 Grant of Easement;

Easement means the Form 9 Grant of Easement, this Form 20 Schedule and each annexure or schedule described in this Form 20;

Equipment means all pipes, drains, conduits, manholes, wires and other related equipment required for Services.

Grantee means the registered owner of the Dominant Tenement from time to time and includes the employees, customers, contractors, invitees and others authorised (expressly or impliedly) by the Grantee;

Grantor means the registered owner of the Servient Tenement from time to time and includes the employees, customers, contractors, invitees and others authorised (expressly or impliedly) by the Grantor;

Maximum Size means maximum capacity according to the design and construction of the road built on the Servient Tenement from time to time;

Observe includes to comply with, discharge, fulfil, keep and perform;

Services means the underground passage of water, sewerage, electricity, communications, data, rain water and other lawful drainage discharge.

Servient Tenement means the land described as such in item 2 of the Form 9 Grant of Easement;

Statute means any statute, regulation, proclamation, ordinance or local law;

Vehicles means any vehicle for the carriage of goods or persons and automobile machinery or plant which does not exceed the Maximum Size.

1.2 Interpretation

In this Easement unless the context otherwise requires:

- (a) Words denoting the singular number only include the plural number and vice versa. Every gender includes any other gender. Words denoting individual persons include corporations;

Title Reference to issue

- (b) A reference to any Act of Parliament is to be read as though the words or any statutory modification or re-enactment or any substituted statutory provision were added to that reference;
- (c) Every agreement or obligation expressed or implied in this agreement by which two or more persons agree or are bound binds those persons and every two or more of them jointly and each of them severally;
- (d) The headings are included for convenience only and do not affect the construction of this Easement;
- (e) Wherever a date is specified and that date is not a Business Day then the reference is deemed to be to the next Business Day occurring after the specified date.

2. Grant of easement

2.1 Grant

The Grantor grants to the Grantee full right and liberty for the Grantee, its successors in title and the owners and occupiers for the time being of the Dominant Tenement (in common with the Grantor and all other persons having the like right) at all times to pass and repass along the Servient Tenement:

- (a) for access purposes connected with the use and enjoyment of the Dominant Tenement with or without Vehicles; and
- (b) for the provision of Services including installation of Equipment on the Servient Tenement.

2.2 Grantee's Rights

The Grantee may:

- (a) use the Servient Tenement at all times by day or night but always only in connection with the Grantee's use of the Dominant Tenement;
- (b) carry out repairs to the Servient Tenement where the Grantor fails to comply with its obligations under clause 3.1 and recover the cost from the Grantor as a liquidated debt;
- (c) use parts of the land of the Grantor adjoining the Servient Tenement as may be reasonably necessary in the exercise of its rights under clauses 2.2(b).

2.3 Grantor's Rights

The Grantor's rights to the Servient Tenement for purposes not inconsistent with the Grantee's rights are preserved. Where the Grantor carries out any works upon the Servient Tenement either in exercise of its right under this clause or in performance of its obligations under clause 3.1, the Grantor may temporarily restrict the Grantee's rights over the Servient Tenement but must:

- (a) give adequate prior written notice of such restriction to the Grantee; and
- (b) take all steps reasonably practicable to ensure that the disruption to the Grantee's use, occupation and enjoyment of the Dominant Tenement is minimised, including that the restriction occurs for the minimum period.

Title Reference to issue

2.4 Body Corporate's Rights

The Body Corporate may carry out repairs to the Servient Tenement where the Grantor fails to comply with its obligations under clause 3.1 and recover the cost from the Grantor as a liquidated debt.

2.5 Construction

The Grantor may:

- (a) construct a concrete, bitumen or other sealed private roadway on the Servient Tenement; or
- (b) for the purpose of constructing buildings and car parks adjacent to the Servient Tenement, run services through the Servient Tenement, underpin, pour footings, piers and other supports on or through the Servient Tenement,

and do any other thing on the Servient Tenement provided it is not materially inconsistent with the Grantee's rights under this Easement.

2.6 Consent

The Grantee will, if required at the cost of the Grantor, consent to any construction within the Servient Tenement which is not inconsistent with the Grantee's rights under this Easement.

3. Obligations

3.1 Grantor's Obligations

The Grantor must keep the surface of the Servient Tenement in good condition and repair suitable for the passage of Vehicles (having regard to the purposes for which the Dominant Tenement is used) except to the extent that the Grantee is obliged to effect repairs under this Easement.

3.2 Grantee's Obligations

The Grantee must at its cost:

- (a) repair the surface of or any structure on or adjacent to the Servient Tenement which is damaged by the negligence or default of the Grantee or any person accessing the easement and for whom the Grantee is responsible; and
- (b) maintain and keep in good repair all Services and Equipment of the Grantee on the Servient Tenement.

4. Insurance

The Grantor must take out and maintain public liability insurance over the Servient Tenement with a reputable insurer with a limit of not less than \$20,000,000 per claim or such higher limits as agreed with the Grantee from time to time.

Title Reference to issue

5. Body Corporate

5.1 Body Corporate may repair

The Body Corporate may, if requested by the Grantor and the Grantee, comply with the Grantor's obligations under clauses 3.1 and 4 in lieu of the Grantor complying with those obligations.

5.2 Body Corporate to recover cost

- (a) If the Body Corporate elects to carry out the Grantor's obligations in accordance with clause 5.1, the Body Corporate may recover the costs associated with complying with those obligations from the Grantor and the Grantee in accordance with the contributions schedule lot entitlements of each of the Grantor and the Grantees under the Scheme.
- (b) Each of the Grantor and the Grantee covenants for the benefit of the Body Corporate to pay the costs mentioned in (a), on demand.

6. Risk

The Grantee uses the Servient Tenement and exercises its rights under this Easement at its own risk absolutely.

7. Passing of obligations

The burden and benefit of the covenants and obligations in this Easement pass with the Servient Tenement and Dominant Tenement respectively so that:

- (a) any person who becomes the owner of the Servient Tenement or the Dominant Tenement must Observe the covenants in the Easement; and
- (b) any obligation to Observe this Easement only applies whilst that person is the registered owner of either the Servient Tenement or the Dominant Tenement.

8. Covenant from subsequent Land Owners

8.1 Covenant from owner of the Servient Tenement

Before the Grantor transfers its interest in the Servient Tenement, the Grantor (or any successor in the Grantor's title) must procure the transferee to covenant in favour of the Grantee (or any successor in the Grantee's title) that the transferee will comply with the obligations of the Grantor under this Easement as though the transferee were named the Grantor.

8.2 Covenant from the owner of the Dominant Tenement

Before any Grantee transfers its interest in the Dominant Tenement, the Grantee (or any successor in the Grantee's title) must procure the transferee to covenant in favour of the Grantor (or any successor in the Grantor's title) that the transferee will comply with the obligations of the Grantee under this Easement as though the transferee were named the Grantee.

Title Reference to issue

9. Notices

9.1 Method of giving notice

A notice to be given under this Easement must be in writing and is treated as being duly given if it is:

- (a) served personally (if a natural person); or
- (b) delivered or sent by pre-paid post to the registered office (if a corporation); or
- (c) sent by pre-paid post to an address provided by a party as their address for service.

9.2 Time of Receipt

A notice given in accordance with clause 9.1 is treated as having been duly given and received;

- (a) when served or delivered; or
- (b) on the second Business Day after posting (if sent by pre-paid post).

1. Lot on Plan Description	County	Parish	Title Reference
LOT 2 ON SP273096	STANLEY	TOOMBUL	title to issue

2. Instrument/document being consented to

Instrument/document type Easement M on SP 273096

Dated 23/4/15

Names of parties Minister for Economic Development Queensland

3. Instrument/document under which consent required

Instrument/document type Mortgage

Dealing No. 715461579

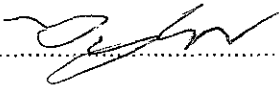
Name of consenting party Bank of Queensland Limited ABN 32 009 656 740

4. Execution by consenting party

The party identified in item 3 consents to the registration of the instrument/document identified in item 2.

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

Bank of Queensland Limited ACN 009 656 740 by its
duly constituted attorney Warren Rodney Bobbermien
under Power of Attorney No. 15513287 who certifies
that he has no notice of revocation of the power.



signature

Tyrone Robert Wilson
C.dec 97321

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)

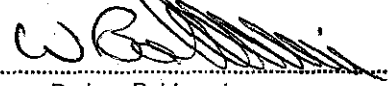
Mortgagee's Australian Credit Licence (if any)

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see
the Department's website.

24 / 4 / 2015
Execution Date

Warren Rodney Bobbermien
Senior Property Finance Manager



Consenting Party's Signature

QUEENSLAND LAND REGISTRY

EASEMENT

FORM 9 Version 4



716499205

\$162.90

\$162.90

18/05/2015 11:07

BE 600

Client No: 3634135	Duty Imprint	Page 1 of 7
Transaction No: 509-823-944	Duties Act 2001	
Duty Paid \$ 0.00	☐ Exempt	
UTI \$ NIL		
Date: 29/04/15	Signed: [Signature]	

1. **Grantor**
Minister for Economic Development Queensland

Lodger (Name, address, E-mail & phone number)
K&L Gates
GPO Box 219
BRISBANE QLD 4001
Email: lyndal.draper@klgates.com
Ph: (07) 3233 1233 Ref: draperl

Lodger Code
BE158A

2. **Description of Easement/Lot on Plan County**

Servient Tenement (burdened land)

See Enlarged Panel

#Dominant Tenement (benefited land)

See Enlarged Panel

not applicable if easement in gross

Parish

Title Reference

3. **Interest being burdened**

Fee Simple

#4. **Interest being benefited**

Fee Simple

not applicable if easement in gross

5. **Grantee** Given names

Surname/Company name and number

(include tenancy if more than one)

Minister for Economic Development
Queensland (parcels 1 - 8)

6. **Consideration**

\$1.00

7. **Purpose of easement**

ACCESS AND SERVICES

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;

* delete if not applicable

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

Minister for Economic Development
Queensland by its duly authorised delegate
Greg Chemello Acting General Manager in
the presence of:

.....signature
Simone Spring full name
Lawyer qualification

Witnessing Officer

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

23/4/15
Execution Date

Grantor's Signature

Minister for Economic Development
Queensland by its duly authorised
delegate Greg Chemello Acting General
Manager in the presence of:

.....signature
Simone Spring full name
Lawyer qualification

Witnessing Officer

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

23/4/15
Execution Date

Grantee's Signature

24189715v3 DRAPERL

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

Title Reference to issue

2. Description of Easement/Lot on Plan	County	Parish	Title Reference
Servient Tenement (burdened land)			
Easement N in Lot 3 on SP 273096	STANLEY	TOOMBUL	To issue
#Dominant Tenement (benefited land)			
Lot 1 on SP 273096 (Parcel 1)	STANLEY	TOOMBUL	To issue
Lot 2 on SP 273096 (Parcel 2)	STANLEY	TOOMBUL	To issue
Lot 4 on SP 273096 (Parcel 3)	STANLEY	TOOMBUL	To issue
Lot 5 on SP 273096 (Parcel 4)	STANLEY	TOOMBUL	To issue
Lot 6 on SP 273096 (Parcel 5)	STANLEY	TOOMBUL	To issue
Lot 7 on SP 273096 (Parcel 6)	STANLEY	TOOMBUL	To issue
Lot 8 on SP 273096 (Parcel 7)	STANLEY	TOOMBUL	To issue
Lot 9 on SP 273096 (Parcel 8)	STANLEY	TOOMBUL	To issue
# not applicable if easement in gross			

Title Reference to issue

This is the Schedule referred to in the Form 9 Easement

1. Interpretation and definitions

1.1 Definitions

The following expressions (whether appearing with or without capital letters) have the following meanings:

Body Corporate means the body corporate for the community title scheme in which the Servient Tenement is located;

Business Day means any day which is not a Saturday, Sunday or public holiday in Brisbane;

Dominant Tenement means the land described as such in item 2 of the Form 9 Grant of Easement;

Easement means the Form 9 Grant of Easement, this Form 20 Schedule and each annexure or schedule described in this Form 20;

Equipment means all pipes, drains, conduits, manholes, wires and other related equipment required for Services.

Grantee means the registered owner of the Dominant Tenement from time to time and includes the employees, customers, contractors, invitees and others authorised (expressly or impliedly) by the Grantee;

Grantor means the registered owner of the Servient Tenement from time to time and includes the employees, customers, contractors, invitees and others authorised (expressly or impliedly) by the Grantor;

Maximum Size means maximum capacity according to the design and construction of the road built on the Servient Tenement from time to time;

Observe includes to comply with, discharge, fulfil, keep and perform;

Services means the underground passage of water, sewerage, electricity, communications, data, rain water and other lawful drainage discharge.

Servient Tenement means the land described as such in item 2 of the Form 9 Grant of Easement;

Statute means any statute, regulation, proclamation, ordinance or local law;

Vehicles means any vehicle for the carriage of goods or persons and automobile machinery or plant which does not exceed the Maximum Size.

1.2 Interpretation

In this Easement unless the context otherwise requires:

- (a) Words denoting the singular number only include the plural number and vice versa. Every gender includes any other gender. Words denoting individual persons include corporations;

Title Reference to issue

- (b) A reference to any Act of Parliament is to be read as though the words or any statutory modification or re-enactment or any substituted statutory provision were added to that reference;
- (c) Every agreement or obligation expressed or implied in this agreement by which two or more persons agree or are bound binds those persons and every two or more of them jointly and each of them severally;
- (d) The headings are included for convenience only and do not affect the construction of this Easement;
- (e) Wherever a date is specified and that date is not a Business Day then the reference is deemed to be to the next Business Day occurring after the specified date.

2. Grant of easement

2.1 Grant

The Grantor grants to the Grantee full right and liberty for the Grantee, its successors in title and the owners and occupiers for the time being of the Dominant Tenement (in common with the Grantor and all other persons having the like right) at all times to pass and repass along the Servient Tenement:

- (a) for access purposes connected with the use and enjoyment of the Dominant Tenement with or without Vehicles; and
- (b) for the provision of Services including installation of Equipment on the Servient Tenement.

2.2 Grantee's Rights

The Grantee may:

- (a) use the Servient Tenement at all times by day or night but always only in connection with the Grantee's use of the Dominant Tenement;
- (b) carry out repairs to the Servient Tenement where the Grantor fails to comply with its obligations under clause 3.1 and recover the cost from the Grantor as a liquidated debt;
- (c) use parts of the land of the Grantor adjoining the Servient Tenement as may be reasonably necessary in the exercise of its rights under clauses 2.2(b).

2.3 Grantor's Rights

The Grantor's rights to the Servient Tenement for purposes not inconsistent with the Grantee's rights are preserved. Where the Grantor carries out any works upon the Servient Tenement either in exercise of its right under this clause or in performance of its obligations under clause 3.1, the Grantor may temporarily restrict the Grantee's rights over the Servient Tenement but must:

- (a) give adequate prior written notice of such restriction to the Grantee; and
- (b) take all steps reasonably practicable to ensure that the disruption to the Grantee's use, occupation and enjoyment of the Dominant Tenement is minimised, including that the restriction occurs for the minimum period.

Title Reference to issue

2.4 Body Corporate's Rights

The Body Corporate may carry out repairs to the Servient Tenement where the Grantor fails to comply with its obligations under clause 3.1 and recover the cost from the Grantor as a liquidated debt.

2.5 Construction

The Grantor may:

- (a) construct a concrete, bitumen or other sealed private roadway on the Servient Tenement; or
- (b) for the purpose of constructing buildings and car parks adjacent to the Servient Tenement, run services through the Servient Tenement, underpin, pour footings, piers and other supports on or through the Servient Tenement,

and do any other thing on the Servient Tenement provided it is not materially inconsistent with the Grantee's rights under this Easement.

2.6 Consent

The Grantee will, if required at the cost of the Grantor, consent to any construction within the Servient Tenement which is not inconsistent with the Grantee's rights under this Easement.

3. Obligations

3.1 Grantor's Obligations

The Grantor must keep the surface of the Servient Tenement in good condition and repair suitable for the passage of Vehicles (having regard to the purposes for which the Dominant Tenement is used) except to the extent that the Grantee is obliged to effect repairs under this Easement.

3.2 Grantee's Obligations

The Grantee must at its cost:

- (a) repair the surface of or any structure on or adjacent to the Servient Tenement which is damaged by the negligence or default of the Grantee or any person accessing the easement and for whom the Grantee is responsible; and
- (b) maintain and keep in good repair all Services and Equipment of the Grantee on the Servient Tenement.

4. Insurance

The Grantor must take out and maintain public liability insurance over the Servient Tenement with a reputable insurer with a limit of not less than \$20,000,000 per claim or such higher limits as agreed with the Grantee from time to time.

Title Reference to issue

5. Body Corporate

5.1 Body Corporate may repair

The Body Corporate may, if requested by the Grantor and the Grantee, comply with the Grantor's obligations under clauses 3.1 and 4 in lieu of the Grantor complying with those obligations.

5.2 Body Corporate to recover cost

- (a) If the Body Corporate elects to carry out the Grantor's obligations in accordance with clause 5.1, the Body Corporate may recover the costs associated with complying with those obligations from the Grantor and the Grantee in accordance with the contributions schedule lot entitlements of each of the Grantor and the Grantees under the Scheme.
- (b) Each of the Grantor and the Grantee covenants for the benefit of the Body Corporate to pay the costs mentioned in (a), on demand.

6. Risk

The Grantee uses the Servient Tenement and exercises its rights under this Easement at its own risk absolutely.

7. Passing of obligations

The burden and benefit of the covenants and obligations in this Easement pass with the Servient Tenement and Dominant Tenement respectively so that:

- (a) any person who becomes the owner of the Servient Tenement or the Dominant Tenement must Observe the covenants in the Easement; and
- (b) any obligation to Observe this Easement only applies whilst that person is the registered owner of either the Servient Tenement or the Dominant Tenement.

8. Covenant from subsequent Land Owners

8.1 Covenant from owner of the Servient Tenement

Before the Grantor transfers its interest in the Servient Tenement, the Grantor (or any successor in the Grantor's title) must procure the transferee to covenant in favour of the Grantee (or any successor in the Grantee's title) that the transferee will comply with the obligations of the Grantor under this Easement as though the transferee were named the Grantor.

8.2 Covenant from the owner of the Dominant Tenement

Before any Grantee transfers its interest in the Dominant Tenement, the Grantee (or any successor in the Grantee's title) must procure the transferee to covenant in favour of the Grantor (or any successor in the Grantor's title) that the transferee will comply with the obligations of the Grantee under this Easement as though the transferee were named the Grantee.

Title Reference to issue

9. Notices

9.1 Method of giving notice

A notice to be given under this Easement must be in writing and is treated as being duly given if it is:

- (a) served personally (if a natural person); or
- (b) delivered or sent by pre-paid post to the registered office (if a corporation); or
- (c) sent by pre-paid post to an address provided by a party as their address for service.

9.2 Time of Receipt

A notice given in accordance with clause 9.1 is treated as having been duly given and received;

- (a) when served or delivered; or
- (b) on the second Business Day after posting (if sent by pre-paid post).

1. Lot on Plan Description	County	Parish	Title Reference
LOT 3 ON SP273096	STANLEY	TOOMBUL	title to issue

2. Instrument/document being consented to

Instrument/document type Easement N on SP 273096

Dated 23/4/15

Names of parties Minister for Economic Development Queensland.....

3. Instrument/document under which consent required

Instrument/document type Mortgage

Dealing No. 715461579

Name of consenting party Bank of Queensland Limited ABN 32 009 656 740

4. Execution by consenting party

The party identified in item 3 consents to the registration of the instrument/document identified in item 2.

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

..... signature
Tyrone Robert Wilson full name
C.dec 97321 qualification

Witnessing Officer

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

Mortgagee's Australian Credit Licence (if any)

Privacy Statement

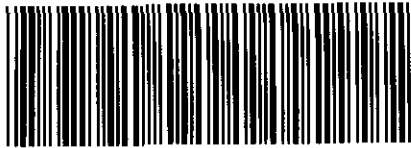
Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

Bank of Queensland Limited ACN 009 656 740 by its duly constituted attorney Warren Rodney Bobbermien under Power of Attorney No. 705543287 who certifies that he has no notice of revocation of the power.

.....
Warren Rodney Bobbermien
Senior Property Finance Manager
Consenting Party's Signature

24/4/2015
Execution Date

QUEENSLAND LAND REGISTRY

**716499208****\$162.90****\$162.90**

18/05/2015 11:07

BE 600**EASEMENT****FORM 9** Version 4

Page 1 of 7

Client No:	3639135	Duties Act 2001
Transaction No:	509-824-074	☐ Exempt
Duty Paid \$	0.00	
UTI \$	NIL	
Date:	29/04/15	Signed:

1. Grantor
Minister for Economic Development Queensland

Lodger (Name, address, E-mail & phone number)
K&L Gates
GPO Box 219
BRISBANE QLD 4001
Email: lyndal.draper@klgates.com
Ph: (07) 3233 1233 Ref: draperl

Lodger Code
BE158A

2. Description of Easement/Lot on Plan	County	Parish	Title Reference
Servient Tenement (burdened land) See Enlarged Panel			
*Dominant Tenement (benefited land) See Enlarged Panel			

not applicable if easement in gross

3. Interest being burdened
Fee Simple

***4. Interest being benefited**
Fee Simple
not applicable if easement in gross

5. Grantee	Given names	Surname/Company name and number	(include tenancy if more than one)
		Minister for Economic Development Queensland (parcels 1 - 8)	

6. Consideration
\$1.00

7. Purpose of easement
ACCESS AND SERVICES

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;

* delete if not applicable

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

Minister for Economic Development
Queensland by its duly authorised delegate
Greg Chemello Acting General Manager in
the presence of:

..... signature
MARY LAWSON
..... full name
C-DEC: 102838
..... qualification

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

20/5/15
Execution Date

Grantor's Signature

..... signature
MARY LAWSON
..... full name
C-DEC: 102838
..... qualification

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

20/5/15
Execution Date

Grantee's Signature

24189705v3 DRAPERL

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

Title Reference to issue

2. Description of Easement/Lot on Plan	County	Parish	Title Reference
Servient Tenement (burdened land) Easement O in Lot 4 on SP 273096	STANLEY	TOOMBUL	To issue
#Dominant Tenement (benefited land)			
Lot 1 on SP 273096 (Parcel 1)	STANLEY	TOOMBUL	To issue
Lot 2 on SP 273096 (Parcel 2)	STANLEY	TOOMBUL	To issue
Lot 3 on SP 273096 (Parcel 3)	STANLEY	TOOMBUL	To issue
Lot 5 on SP 273096 (Parcel 4)	STANLEY	TOOMBUL	To issue
Lot 6 on SP 273096 (Parcel 5)	STANLEY	TOOMBUL	To issue
Lot 7 on SP 273096 (Parcel 6)	STANLEY	TOOMBUL	To issue
Lot 8 on SP 273096 (Parcel 7)	STANLEY	TOOMBUL	To issue
Lot 9 on SP 273096 (Parcel 8)	STANLEY	TOOMBUL	To issue
# not applicable if easement in gross			

Title Reference to issue

This is the Schedule referred to in the Form 9 Easement

1. Interpretation and definitions

1.1 Definitions

The following expressions (whether appearing with or without capital letters) have the following meanings:

Body Corporate means the body corporate for the community title scheme in which the Servient Tenement is located;

Business Day means any day which is not a Saturday, Sunday or public holiday in Brisbane;

Dominant Tenement means the land described as such in item 2 of the Form 9 Grant of Easement;

Easement means the Form 9 Grant of Easement, this Form 20 Schedule and each annexure or schedule described in this Form 20;

Equipment means all pipes, drains, conduits, manholes, wires and other related equipment required for Services.

Grantee means the registered owner of the Dominant Tenement from time to time and includes the employees, customers, contractors, invitees and others authorised (expressly or impliedly) by the Grantee;

Grantor means the registered owner of the Servient Tenement from time to time and includes the employees, customers, contractors, invitees and others authorised (expressly or impliedly) by the Grantor;

Maximum Size means maximum capacity according to the design and construction of the road built on the Servient Tenement from time to time;

Observe includes to comply with, discharge, fulfil, keep and perform;

Services means the underground passage of water, sewerage, electricity, communications, data, rain water and other lawful drainage discharge.

Servient Tenement means the land described as such in item 2 of the Form 9 Grant of Easement;

Statute means any statute, regulation, proclamation, ordinance or local law;

Vehicles means any vehicle for the carriage of goods or persons and automobile machinery or plant which does not exceed the Maximum Size.

1.2 Interpretation

In this Easement unless the context otherwise requires:

- (a) Words denoting the singular number only include the plural number and vice versa. Every gender includes any other gender. Words denoting individual persons include corporations;

Title Reference to issue

- (b) A reference to any Act of Parliament is to be read as though the words or any statutory modification or re-enactment or any substituted statutory provision were added to that reference;
- (c) Every agreement or obligation expressed or implied in this agreement by which two or more persons agree or are bound binds those persons and every two or more of them jointly and each of them severally;
- (d) The headings are included for convenience only and do not affect the construction of this Easement;
- (e) Wherever a date is specified and that date is not a Business Day then the reference is deemed to be to the next Business Day occurring after the specified date.

2. Grant of easement

2.1 Grant

The Grantor grants to the Grantee full right and liberty for the Grantee, its successors in title and the owners and occupiers for the time being of the Dominant Tenement (in common with the Grantor and all other persons having the like right) at all times to pass and repass along the Servient Tenement:

- (a) for access purposes connected with the use and enjoyment of the Dominant Tenement with or without Vehicles; and
- (b) for the provision of Services including installation of Equipment on the Servient Tenement.

2.2 Grantee's Rights

The Grantee may:

- (a) use the Servient Tenement at all times by day or night but always only in connection with the Grantee's use of the Dominant Tenement;
- (b) carry out repairs to the Servient Tenement where the Grantor fails to comply with its obligations under clause 3.1 and recover the cost from the Grantor as a liquidated debt;
- (c) use parts of the land of the Grantor adjoining the Servient Tenement as may be reasonably necessary in the exercise of its rights under clauses 2.2(b).

2.3 Grantor's Rights

The Grantor's rights to the Servient Tenement for purposes not inconsistent with the Grantee's rights are preserved. Where the Grantor carries out any works upon the Servient Tenement either in exercise of its right under this clause or in performance of its obligations under clause 3.1, the Grantor may temporarily restrict the Grantee's rights over the Servient Tenement but must:

- (a) give adequate prior written notice of such restriction to the Grantee; and
- (b) take all steps reasonably practicable to ensure that the disruption to the Grantee's use, occupation and enjoyment of the Dominant Tenement is minimised, including that the restriction occurs for the minimum period.

Title Reference to issue

2.4 Body Corporate's Rights

The Body Corporate may carry out repairs to the Servient Tenement where the Grantor fails to comply with its obligations under clause 3.1 and recover the cost from the Grantor as a liquidated debt.

2.5 Construction

The Grantor may:

- (a) construct a concrete, bitumen or other sealed private roadway on the Servient Tenement; or
- (b) for the purpose of constructing buildings and car parks adjacent to the Servient Tenement, run services through the Servient Tenement, underpin, pour footings, piers and other supports on or through the Servient Tenement,

and do any other thing on the Servient Tenement provided it is not materially inconsistent with the Grantee's rights under this Easement.

2.6 Consent

The Grantee will, if required at the cost of the Grantor, consent to any construction within the Servient Tenement which is not inconsistent with the Grantee's rights under this Easement.

3. Obligations

3.1 Grantor's Obligations

The Grantor must keep the surface of the Servient Tenement in good condition and repair suitable for the passage of Vehicles (having regard to the purposes for which the Dominant Tenement is used) except to the extent that the Grantee is obliged to effect repairs under this Easement.

3.2 Grantee's Obligations

The Grantee must at its cost:

- (a) repair the surface of or any structure on or adjacent to the Servient Tenement which is damaged by the negligence or default of the Grantee or any person accessing the easement and for whom the Grantee is responsible; and
- (b) maintain and keep in good repair all Services and Equipment of the Grantee on the Servient Tenement.

4. Insurance

The Grantor must take out and maintain public liability insurance over the Servient Tenement with a reputable insurer with a limit of not less than \$20,000,000 per claim or such higher limits as agreed with the Grantee from time to time.

Title Reference to issue

5. Body Corporate

5.1 Body Corporate may repair

The Body Corporate may, if requested by the Grantor and the Grantee, comply with the Grantor's obligations under clauses 3.1 and 4 in lieu of the Grantor complying with those obligations.

5.2 Body Corporate to recover cost

- (a) If the Body Corporate elects to carry out the Grantor's obligations in accordance with clause 5.1, the Body Corporate may recover the costs associated with complying with those obligations from the Grantor and the Grantee in accordance with the contributions schedule lot entitlements of each of the Grantor and the Grantees under the Scheme.
- (b) Each of the Grantor and the Grantee covenants for the benefit of the Body Corporate to pay the costs mentioned in (a), on demand.

6. Risk

The Grantee uses the Servient Tenement and exercises its rights under this Easement at its own risk absolutely.

7. Passing of obligations

The burden and benefit of the covenants and obligations in this Easement pass with the Servient Tenement and Dominant Tenement respectively so that:

- (a) any person who becomes the owner of the Servient Tenement or the Dominant Tenement must Observe the covenants in the Easement; and
- (b) any obligation to Observe this Easement only applies whilst that person is the registered owner of either the Servient Tenement or the Dominant Tenement.

8. Covenant from subsequent Land Owners

8.1 Covenant from owner of the Servient Tenement

Before the Grantor transfers its interest in the Servient Tenement, the Grantor (or any successor in the Grantor's title) must procure the transferee to covenant in favour of the Grantee (or any successor in the Grantee's title) that the transferee will comply with the obligations of the Grantor under this Easement as though the transferee were named the Grantor.

8.2 Covenant from the owner of the Dominant Tenement

Before any Grantee transfers its interest in the Dominant Tenement, the Grantee (or any successor in the Grantee's title) must procure the transferee to covenant in favour of the Grantor (or any successor in the Grantor's title) that the transferee will comply with the obligations of the Grantee under this Easement as though the transferee were named the Grantee.

Title Reference to issue

9. Notices

9.1 Method of giving notice

A notice to be given under this Easement must be in writing and is treated as being duly given if it is:

- (a) served personally (if a natural person); or
- (b) delivered or sent by pre-paid post to the registered office (if a corporation); or
- (c) sent by pre-paid post to an address provided by a party as their address for service.

9.2 Time of Receipt

A notice given in accordance with clause 9.1 is treated as having been duly given and received;

- (a) when served or delivered; or
- (b) on the second Business Day after posting (if sent by pre-paid post).

1. Lot on Plan Description	County	Parish	Title Reference
LOT 4 ON SP273096	STANLEY	TOOMBUL	title to issue

2. Instrument/document being consented to

Instrument/document type Easement O on SP 273096

Dated 23/4/15

Names of parties Minister for Economic Development Queensland

3. Instrument/document under which consent required

Instrument/document type Mortgage

Dealing No. 715461579

Name of consenting party Bank of Queensland Limited ABN 32 009 656 740

4. Execution by consenting party

The party identified in item 3 consents to the registration of the instrument/document identified in item 2.

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

Bank of Queensland Limited ACN 009 656 740 by its duly constituted attorney Warren Rodney Bobbermien under Power of Attorney No.: 105593287 who certifies that he has no notice of revocation of the power.

..... signature

..... full name

Tyrone Robert Wilson
C.dec 97321

..... qualification

24/4/2015
Execution Date

Warren Rodney Bobbermien
Senior Property Finance Manager

Consenting Party's Signature

Witnessing Officer

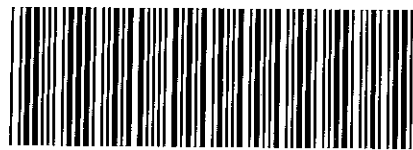
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Mortgagee's Australian Credit Licence (if any)

Privacy Statement

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QUEENSLAND LAND REGISTRY

**716499211****\$162.90****\$162.90**

18/05/2015 11:07

BE 600**EASEMENT****FORM 9** Version 4

Client No: 3639135 Page 1 of 7
 Transaction No: 509-824-140
 Duty Paid \$ 0.00 ☐ Exempt
 UTI \$ NIL
 Date: 29/04/15 Signed: [Signature]

1. Grantor
 Minister for Economic Development Queensland

Lodger (Name, address, E-mail & phone number)
 K&L Gates
 GPO Box 219
 BRISBANE QLD 4001
 Email: lyndal.draper@klgates.com
 Ph: (07) 3233 1233 Ref: draperl

Lodger Code
 BE158A

2. Description of Easement/Lot on Plan County Parish Title Reference
 Servient Tenement (burdened land)
 See Enlarged Panel
 #Dominant Tenement (benefited land)
 See Enlarged Panel
 # not applicable if easement in gross

3. Interest being burdened
 Fee Simple

#4. Interest being benefited
 Fee Simple
 # not applicable if easement in gross

5. Grantee Given names Surname/Company name and number (Include tenancy if more than one)
 Minister for Economic Development
 Queensland (parcels 1 - 8)

6. Consideration
 \$1.00

7. Purpose of easement
 ACCESS AND SERVICES

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;

* delete if not applicable

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

[Signature] signature
Simone Spring full name
Lawyer qualification

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

[Signature] signature
Simone Spring full name
Lawyer qualification

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

Minister for Economic Development
 Queensland by its duly authorised delegate
 Greg Chemello Acting General Manager in
 the presence of:

23/4/15
 Execution Date

[Signature]
 Grantor's Signature

Minister for Economic Development
 Queensland by its duly authorised
 delegate Greg Chemello Acting General
 Manager in the presence of:

23/4/15
 Execution Date

[Signature]
 Grantee's Signature

24189657v3 DRAPERL

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

Title Reference to issue

2. Description of Easement/Lot on Plan	County	Parish	Title Reference
Servient Tenement (burdened land) Easement P in Lot 5 on SP 273096	STANLEY	TOOMBUL	To issue
#Dominant Tenement (benefited land) Lot 1 on SP 273096 (Parcel 1)	STANLEY	TOOMBUL	To issue
Lot 2 on SP 273096 (Parcel 2)	STANLEY	TOOMBUL	To issue
Lot 3 on SP 273096 (Parcel 3)	STANLEY	TOOMBUL	To issue
Lot 4 on SP 273096 (Parcel 4)	STANLEY	TOOMBUL	To issue
Lot 6 on SP 273096 (Parcel 5)	STANLEY	TOOMBUL	To issue
Lot 7 on SP 273096 (Parcel 6)	STANLEY	TOOMBUL	To issue
Lot 8 on SP 273096 (Parcel 7)	STANLEY	TOOMBUL	To issue
Lot 9 on SP 273096 (Parcel 8)	STANLEY	TOOMBUL	To issue
# not applicable if easement in gross			

Title Reference to issue

This is the Schedule referred to in the Form 9 Easement

1. Interpretation and definitions

1.1 Definitions

The following expressions (whether appearing with or without capital letters) have the following meanings:

Body Corporate means the body corporate for the community title scheme in which the Servient Tenement is located;

Business Day means any day which is not a Saturday, Sunday or public holiday in Brisbane;

Dominant Tenement means the land described as such in item 2 of the Form 9 Grant of Easement;

Easement means the Form 9 Grant of Easement, this Form 20 Schedule and each annexure or schedule described in this Form 20;

Equipment means all pipes, drains, conduits, manholes, wires and other related equipment required for Services.

Grantee means the registered owner of the Dominant Tenement from time to time and includes the employees, customers, contractors, invitees and others authorised (expressly or impliedly) by the Grantee;

Grantor means the registered owner of the Servient Tenement from time to time and includes the employees, customers, contractors, invitees and others authorised (expressly or impliedly) by the Grantor;

Maximum Size means maximum capacity according to the design and construction of the road built on the Servient Tenement from time to time;

Observe includes to comply with, discharge, fulfil, keep and perform;

Services means the underground passage of water, sewerage, electricity, communications, data, rain water and other lawful drainage discharge.

Servient Tenement means the land described as such in item 2 of the Form 9 Grant of Easement;

Statute means any statute, regulation, proclamation, ordinance or local law;

Vehicles means any vehicle for the carriage of goods or persons and automobile machinery or plant which does not exceed the Maximum Size.

1.2 Interpretation

In this Easement unless the context otherwise requires:

- (a) Words denoting the singular number only include the plural number and vice versa. Every gender includes any other gender. Words denoting individual persons include corporations;

Title Reference to issue

- (b) A reference to any Act of Parliament is to be read as though the words or any statutory modification or re-enactment or any substituted statutory provision were added to that reference;
- (c) Every agreement or obligation expressed or implied in this agreement by which two or more persons agree or are bound binds those persons and every two or more of them jointly and each of them severally;
- (d) The headings are included for convenience only and do not affect the construction of this Easement;
- (e) Wherever a date is specified and that date is not a Business Day then the reference is deemed to be to the next Business Day occurring after the specified date.

2. Grant of easement

2.1 Grant

The Grantor grants to the Grantee full right and liberty for the Grantee, its successors in title and the owners and occupiers for the time being of the Dominant Tenement (in common with the Grantor and all other persons having the like right) at all times to pass and repass along the Servient Tenement:

- (a) for access purposes connected with the use and enjoyment of the Dominant Tenement with or without Vehicles; and
- (b) for the provision of Services including installation of Equipment on the Servient Tenement.

2.2 Grantee's Rights

The Grantee may:

- (a) use the Servient Tenement at all times by day or night but always only in connection with the Grantee's use of the Dominant Tenement;
- (b) carry out repairs to the Servient Tenement where the Grantor fails to comply with its obligations under clause 3.1 and recover the cost from the Grantor as a liquidated debt;
- (c) use parts of the land of the Grantor adjoining the Servient Tenement as may be reasonably necessary in the exercise of its rights under clauses 2.2(b).

2.3 Grantor's Rights

The Grantor's rights to the Servient Tenement for purposes not inconsistent with the Grantee's rights are preserved. Where the Grantor carries out any works upon the Servient Tenement either in exercise of its right under this clause or in performance of its obligations under clause 3.1, the Grantor may temporarily restrict the Grantee's rights over the Servient Tenement but must:

- (a) give adequate prior written notice of such restriction to the Grantee; and
- (b) take all steps reasonably practicable to ensure that the disruption to the Grantee's use, occupation and enjoyment of the Dominant Tenement is minimised, including that the restriction occurs for the minimum period.

Title Reference to issue

2.4 Body Corporate's Rights

The Body Corporate may carry out repairs to the Servient Tenement where the Grantor fails to comply with its obligations under clause 3.1 and recover the cost from the Grantor as a liquidated debt.

2.5 Construction

The Grantor may:

- (a) construct a concrete, bitumen or other sealed private roadway on the Servient Tenement; or
- (b) for the purpose of constructing buildings and car parks adjacent to the Servient Tenement, run services through the Servient Tenement, underpin, pour footings, piers and other supports on or through the Servient Tenement,

and do any other thing on the Servient Tenement provided it is not materially inconsistent with the Grantee's rights under this Easement.

2.6 Consent

The Grantee will, if required at the cost of the Grantor, consent to any construction within the Servient Tenement which is not inconsistent with the Grantee's rights under this Easement.

3. Obligations

3.1 Grantor's Obligations

The Grantor must keep the surface of the Servient Tenement in good condition and repair suitable for the passage of Vehicles (having regard to the purposes for which the Dominant Tenement is used) except to the extent that the Grantee is obliged to effect repairs under this Easement.

3.2 Grantee's Obligations

The Grantee must at its cost:

- (a) repair the surface of or any structure on or adjacent to the Servient Tenement which is damaged by the negligence or default of the Grantee or any person accessing the easement and for whom the Grantee is responsible; and
- (b) maintain and keep in good repair all Services and Equipment of the Grantee on the Servient Tenement.

4. Insurance

The Grantor must take out and maintain public liability insurance over the Servient Tenement with a reputable insurer with a limit of not less than \$20,000,000 per claim or such higher limits as agreed with the Grantee from time to time.

Title Reference to issue

5. Body Corporate

5.1 Body Corporate may repair

The Body Corporate may, if requested by the Grantor and the Grantee, comply with the Grantor's obligations under clauses 3.1 and 4 in lieu of the Grantor complying with those obligations.

5.2 Body Corporate to recover cost

- (a) If the Body Corporate elects to carry out the Grantor's obligations in accordance with clause 5.1, the Body Corporate may recover the costs associated with complying with those obligations from the Grantor and the Grantee in accordance with the contributions schedule lot entitlements of each of the Grantor and the Grantees under the Scheme.
- (b) Each of the Grantor and the Grantee covenants for the benefit of the Body Corporate to pay the costs mentioned in (a), on demand.

6. Risk

The Grantee uses the Servient Tenement and exercises its rights under this Easement at its own risk absolutely.

7. Passing of obligations

The burden and benefit of the covenants and obligations in this Easement pass with the Servient Tenement and Dominant Tenement respectively so that:

- (a) any person who becomes the owner of the Servient Tenement or the Dominant Tenement must Observe the covenants in the Easement; and
- (b) any obligation to Observe this Easement only applies whilst that person is the registered owner of either the Servient Tenement or the Dominant Tenement.

8. Covenant from subsequent Land Owners

8.1 Covenant from owner of the Servient Tenement

Before the Grantor transfers its interest in the Servient Tenement, the Grantor (or any successor in the Grantor's title) must procure the transferee to covenant in favour of the Grantee (or any successor in the Grantee's title) that the transferee will comply with the obligations of the Grantor under this Easement as though the transferee were named the Grantor.

8.2 Covenant from the owner of the Dominant Tenement

Before any Grantee transfers its interest in the Dominant Tenement, the Grantee (or any successor in the Grantee's title) must procure the transferee to covenant in favour of the Grantor (or any successor in the Grantor's title) that the transferee will comply with the obligations of the Grantee under this Easement as though the transferee were named the Grantee.

Title Reference to issue

9. Notices

9.1 Method of giving notice

A notice to be given under this Easement must be in writing and is treated as being duly given if it is:

- (a) served personally (if a natural person); or
- (b) delivered or sent by pre-paid post to the registered office (if a corporation); or
- (c) sent by pre-paid post to an address provided by a party as their address for service.

9.2 Time of Receipt

A notice given in accordance with clause 9.1 is treated as having been duly given and received;

- (a) when served or delivered; or
- (b) on the second Business Day after posting (if sent by pre-paid post).

QUEENSLAND LAND REGISTRY

**716499214****\$162.90****\$162.90**

18/05/2015 11:07

BE 600**EASEMENT****FORM 9** Version 4

Client No: 3639135 Duty Imprint Page 1 of 1 Duties Act 2001

Transaction No: 509-824215

Duty Paid \$ 0.00 ☐ Exempt

UTI \$ NIL

Date: 29/04/15 Signed:

1. Grantor
Minister for Economic Development Queensland

Lodger (Name, address, E-mail & phone number)
K&L Gates
GPO Box 219
BRISBANE QLD 4001
Email: lyndal.draper@klgates.com
Ph: (07) 3233 1233 Ref: draperl

Lodger Code
BE158A

2. Description of Easement/Lot on Plan County **Parish** **Title Reference**
Servient Tenement (burdened land)
See Enlarged Panel
#Dominant Tenement (benefited land)
See Enlarged Panel
not applicable if easement in gross

3. Interest being burdened
Fee Simple

#4. Interest being benefited
Fee Simple
not applicable if easement in gross

5. Grantee Given names Surname/Company name and number (include tenancy if more than one)
Minister for Economic Development
Queensland (parcels 1 - 8)

6. Consideration
\$1.00

7. Purpose of easement
ACCESS AND SERVICES

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;

* delete if not applicable

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

Minister for Economic Development
Queensland by its duly authorised delegate
Greg Chemello Acting General Manager in
the presence of:

..... signature
Simone Spina full name
Lawyer qualification

23/4/15
Execution Date

.....
Grantor's Signature

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

Minister for Economic Development
Queensland by its duly authorised
delegate Greg Chemello Acting General
Manager in the presence of:

..... signature
Simone Spina full name
Lawyer qualification

23/4/15
Execution Date

.....
Grantee's Signature

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

24189657V3 DRAPERL

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

Title Reference to issue

2. Description of Easement/Lot on Plan	County	Parish	Title Reference
Servient Tenement (burdened land)			
Easement Q in Lot 6 on SP 273096	STANLEY	TOOMBUL	To issue
#Dominant Tenement (benefited land)			
Lot 1 on SP 273096 (Parcel 1)	STANLEY	TOOMBUL	To issue
Lot 2 on SP 273096 (Parcel 2)	STANLEY	TOOMBUL	To issue
Lot 3 on SP 273096 (Parcel 3)	STANLEY	TOOMBUL	To issue
Lot 4 on SP 273096 (Parcel 4)	STANLEY	TOOMBUL	To issue
Lot 5 on SP 273096 (Parcel 5)	STANLEY	TOOMBUL	To issue
Lot 7 on SP 273096 (Parcel 6)	STANLEY	TOOMBUL	To issue
Lot 8 on SP 273096 (Parcel 7)	STANLEY	TOOMBUL	To issue
Lot 9 on SP 273096 (Parcel 8)	STANLEY	TOOMBUL	To issue
# not applicable if easement in gross			

Title Reference to issue

This is the Schedule referred to in the Form 9 Easement

1. Interpretation and definitions

1.1 Definitions

The following expressions (whether appearing with or without capital letters) have the following meanings:

Body Corporate means the body corporate for the community title scheme in which the Servient Tenement is located;

Business Day means any day which is not a Saturday, Sunday or public holiday in Brisbane;

Dominant Tenement means the land described as such in item 2 of the Form 9 Grant of Easement;

Easement means the Form 9 Grant of Easement, this Form 20 Schedule and each annexure or schedule described in this Form 20;

Equipment means all pipes, drains, conduits, manholes, wires and other related equipment required for Services.

Grantee means the registered owner of the Dominant Tenement from time to time and includes the employees, customers, contractors, invitees and others authorised (expressly or impliedly) by the Grantee;

Grantor means the registered owner of the Servient Tenement from time to time and includes the employees, customers, contractors, invitees and others authorised (expressly or impliedly) by the Grantor;

Maximum Size means maximum capacity according to the design and construction of the road built on the Servient Tenement from time to time;

Observe includes to comply with, discharge, fulfil, keep and perform;

Services means the underground passage of water, sewerage, electricity, communications, data, rain water and other lawful drainage discharge.

Servient Tenement means the land described as such in item 2 of the Form 9 Grant of Easement;

Statute means any statute, regulation, proclamation, ordinance or local law;

Vehicles means any vehicle for the carriage of goods or persons and automobile machinery or plant which does not exceed the Maximum Size.

1.2 Interpretation

In this Easement unless the context otherwise requires:

- (a) Words denoting the singular number only include the plural number and vice versa. Every gender includes any other gender. Words denoting individual persons include corporations;

Title Reference to issue

- (b) A reference to any Act of Parliament is to be read as though the words or any statutory modification or re-enactment or any substituted statutory provision were added to that reference;
- (c) Every agreement or obligation expressed or implied in this agreement by which two or more persons agree or are bound binds those persons and every two or more of them jointly and each of them severally;
- (d) The headings are included for convenience only and do not affect the construction of this Easement;
- (e) Wherever a date is specified and that date is not a Business Day then the reference is deemed to be to the next Business Day occurring after the specified date.

2. Grant of easement

2.1 Grant

The Grantor grants to the Grantee full right and liberty for the Grantee, its successors in title and the owners and occupiers for the time being of the Dominant Tenement (in common with the Grantor and all other persons having the like right) at all times to pass and repass along the Servient Tenement:

- (a) for access purposes connected with the use and enjoyment of the Dominant Tenement with or without Vehicles; and
- (b) for the provision of Services including installation of Equipment on the Servient Tenement.

2.2 Grantee's Rights

The Grantee may:

- (a) use the Servient Tenement at all times by day or night but always only in connection with the Grantee's use of the Dominant Tenement;
- (b) carry out repairs to the Servient Tenement where the Grantor fails to comply with its obligations under clause 3.1 and recover the cost from the Grantor as a liquidated debt;
- (c) use parts of the land of the Grantor adjoining the Servient Tenement as may be reasonably necessary in the exercise of its rights under clauses 2.2(b).

2.3 Grantor's Rights

The Grantor's rights to the Servient Tenement for purposes not inconsistent with the Grantee's rights are preserved. Where the Grantor carries out any works upon the Servient Tenement either in exercise of its right under this clause or in performance of its obligations under clause 3.1, the Grantor may temporarily restrict the Grantee's rights over the Servient Tenement but must:

- (a) give adequate prior written notice of such restriction to the Grantee; and
- (b) take all steps reasonably practicable to ensure that the disruption to the Grantee's use, occupation and enjoyment of the Dominant Tenement is minimised, including that the restriction occurs for the minimum period.

Title Reference to issue

2.4 Body Corporate's Rights

The Body Corporate may carry out repairs to the Servient Tenement where the Grantor fails to comply with its obligations under clause 3.1 and recover the cost from the Grantor as a liquidated debt.

2.5 Construction

The Grantor may:

- (a) construct a concrete, bitumen or other sealed private roadway on the Servient Tenement; or
- (b) for the purpose of constructing buildings and car parks adjacent to the Servient Tenement, run services through the Servient Tenement, underpin, pour footings, piers and other supports on or through the Servient Tenement,

and do any other thing on the Servient Tenement provided it is not materially inconsistent with the Grantee's rights under this Easement.

2.6 Consent

The Grantee will, if required at the cost of the Grantor, consent to any construction within the Servient Tenement which is not inconsistent with the Grantee's rights under this Easement.

3. Obligations

3.1 Grantor's Obligations

The Grantor must keep the surface of the Servient Tenement in good condition and repair suitable for the passage of Vehicles (having regard to the purposes for which the Dominant Tenement is used) except to the extent that the Grantee is obliged to effect repairs under this Easement.

3.2 Grantee's Obligations

The Grantee must at its cost:

- (a) repair the surface of or any structure on or adjacent to the Servient Tenement which is damaged by the negligence or default of the Grantee or any person accessing the easement and for whom the Grantee is responsible; and
- (b) maintain and keep in good repair all Services and Equipment of the Grantee on the Servient Tenement.

4. Insurance

The Grantor must take out and maintain public liability insurance over the Servient Tenement with a reputable insurer with a limit of not less than \$20,000,000 per claim or such higher limits as agreed with the Grantee from time to time.

Title Reference to issue

5. Body Corporate

5.1 Body Corporate may repair

The Body Corporate may, if requested by the Grantor and the Grantee, comply with the Grantor's obligations under clauses 3.1 and 4 in lieu of the Grantor complying with those obligations.

5.2 Body Corporate to recover cost

- (a) If the Body Corporate elects to carry out the Grantor's obligations in accordance with clause 5.1, the Body Corporate may recover the costs associated with complying with those obligations from the Grantor and the Grantee in accordance with the contributions schedule lot entitlements of each of the Grantor and the Grantees under the Scheme.
- (b) Each of the Grantor and the Grantee covenants for the benefit of the Body Corporate to pay the costs mentioned in (a), on demand.

6. Risk

The Grantee uses the Servient Tenement and exercises its rights under this Easement at its own risk absolutely.

7. Passing of obligations

The burden and benefit of the covenants and obligations in this Easement pass with the Servient Tenement and Dominant Tenement respectively so that:

- (a) any person who becomes the owner of the Servient Tenement or the Dominant Tenement must Observe the covenants in the Easement; and
- (b) any obligation to Observe this Easement only applies whilst that person is the registered owner of either the Servient Tenement or the Dominant Tenement.

8. Covenant from subsequent Land Owners

8.1 Covenant from owner of the Servient Tenement

Before the Grantor transfers its interest in the Servient Tenement, the Grantor (or any successor in the Grantor's title) must procure the transferee to covenant in favour of the Grantee (or any successor in the Grantee's title) that the transferee will comply with the obligations of the Grantor under this Easement as though the transferee were named the Grantor.

8.2 Covenant from the owner of the Dominant Tenement

Before any Grantee transfers its interest in the Dominant Tenement, the Grantee (or any successor in the Grantee's title) must procure the transferee to covenant in favour of the Grantor (or any successor in the Grantor's title) that the transferee will comply with the obligations of the Grantee under this Easement as though the transferee were named the Grantee.

Title Reference to issue

9. Notices

9.1 Method of giving notice

A notice to be given under this Easement must be in writing and is treated as being duly given if it is:

- (a) served personally (if a natural person); or
- (b) delivered or sent by pre-paid post to the registered office (if a corporation); or
- (c) sent by pre-paid post to an address provided by a party as their address for service.

9.2 Time of Receipt

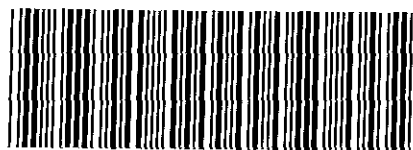
A notice given in accordance with clause 9.1 is treated as having been duly given and received;

- (a) when served or delivered; or
- (b) on the second Business Day after posting (if sent by pre-paid post).

QUEENSLAND LAND REGISTRY

EASEMENT

FORM 9 Version 4



716499232

\$162.90

\$162.90

18/05/2015 11:08

BE 600

Client No: 3629135 Duty Imprint Page 1 of 7
 Transaction No: 509-824-306 Duties Act 2001
 Duty Paid \$ 0.00 ☐ Exempt
 UTI \$ NIL
 Date: 29/04/15 Signed:

1. Grantor Minister for Economic Development Queensland	Lodger (Name, address, E-mail & phone number) K&L Gates GPO Box 219 BRISBANE QLD 4001 Email: lyndal.draper@klgates.com Ph: (07) 3233 1233 Ref: draperl	Lodger Code BE158A
2. Description of Easement/Lot on Plan County Servient Tenement (burdened land) See Enlarged Panel #Dominant Tenement (benefited land) See Enlarged Panel # not applicable if easement in gross	Parish	Title Reference
3. Interest being burdened Fee Simple	#4. Interest being benefited Fee Simple # not applicable if easement in gross	
5. Grantee Given names Surname/Company name and number Minister for Economic Development Queensland (parcels 1 - 8)	(include tenancy if more than one)	
6. Consideration \$1.00	7. Purpose of easement ACCESS AND SERVICES	

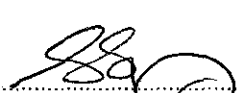
8. Grant/Execution

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;

* delete if not applicable

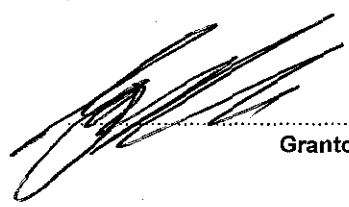
Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Minister for Economic Development
Queensland by its duly authorised delegate
Greg Chemello Acting General Manager in
the presence of:

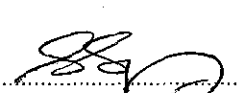
 signature
 Simone Spring full name
 Lawyer qualification

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

23/4/15
Execution Date

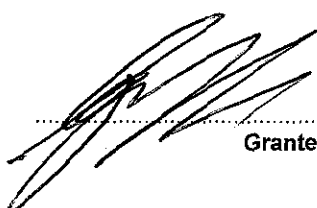
 Grantor's Signature

Minister for Economic Development
Queensland by its duly authorised
delegate Greg Chemello Acting General
Manager in the presence of:

 signature
 Simone Spring full name
 Lawyer qualification

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

23/4/15
Execution Date

 Grantee's Signature

24189602v3 DRAPERL

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

Title Reference to issue

2. Description of Easement/Lot on Plan	County	Parish	Title Reference
Servient Tenement (burdened land) Easement R in Lot 7 on SP 273096	STANLEY	TOOMBUL	To issue
#Dominant Tenement (benefited land)			
Lot 1 on SP 273096 (Parcel 1)	STANLEY	TOOMBUL	To issue
Lot 2 on SP 273096 (Parcel 2)	STANLEY	TOOMBUL	To issue
Lot 3 on SP 273096 (Parcel 3)	STANLEY	TOOMBUL	To issue
Lot 4 on SP 273096 (Parcel 4)	STANLEY	TOOMBUL	To issue
Lot 5 on SP 273096 (Parcel 5)	STANLEY	TOOMBUL	To issue
Lot 6 on SP 273096 (Parcel 6)	STANLEY	TOOMBUL	To issue
Lot 8 on SP 273096 (Parcel 7)	STANLEY	TOOMBUL	To issue
Lot 9 on SP 273096 (Parcel 8)	STANLEY	TOOMBUL	To issue
# not applicable if easement in gross			

Title Reference to issue

This is the Schedule referred to in the Form 9 Easement

1. Interpretation and definitions

1.1 Definitions

The following expressions (whether appearing with or without capital letters) have the following meanings:

Body Corporate means the body corporate for the community title scheme in which the Servient Tenement is located;

Business Day means any day which is not a Saturday, Sunday or public holiday in Brisbane;

Dominant Tenement means the land described as such in item 2 of the Form 9 Grant of Easement;

Easement means the Form 9 Grant of Easement, this Form 20 Schedule and each annexure or schedule described in this Form 20;

Equipment means all pipes, drains, conduits, manholes, wires and other related equipment required for Services.

Grantee means the registered owner of the Dominant Tenement from time to time and includes the employees, customers, contractors, invitees and others authorised (expressly or impliedly) by the Grantee;

Grantor means the registered owner of the Servient Tenement from time to time and includes the employees, customers, contractors, invitees and others authorised (expressly or impliedly) by the Grantor;

Maximum Size means maximum capacity according to the design and construction of the road built on the Servient Tenement from time to time;

Observe includes to comply with, discharge, fulfil, keep and perform;

Services means the underground passage of water, sewerage, electricity, communications, data, rain water and other lawful drainage discharge.

Servient Tenement means the land described as such in item 2 of the Form 9 Grant of Easement;

Statute means any statute, regulation, proclamation, ordinance or local law;

Vehicles means any vehicle for the carriage of goods or persons and automobile machinery or plant which does not exceed the Maximum Size.

1.2 Interpretation

In this Easement unless the context otherwise requires:

- (a) Words denoting the singular number only include the plural number and vice versa. Every gender includes any other gender. Words denoting individual persons include corporations;

Title Reference to issue

- (b) A reference to any Act of Parliament is to be read as though the words or any statutory modification or re-enactment or any substituted statutory provision were added to that reference;
- (c) Every agreement or obligation expressed or implied in this agreement by which two or more persons agree or are bound binds those persons and every two or more of them jointly and each of them severally;
- (d) The headings are included for convenience only and do not affect the construction of this Easement;
- (e) Wherever a date is specified and that date is not a Business Day then the reference is deemed to be to the next Business Day occurring after the specified date.

2. Grant of easement

2.1 Grant

The Grantor grants to the Grantee full right and liberty for the Grantee, its successors in title and the owners and occupiers for the time being of the Dominant Tenement (in common with the Grantor and all other persons having the like right) at all times to pass and repass along the Servient Tenement:

- (a) for access purposes connected with the use and enjoyment of the Dominant Tenement with or without Vehicles; and
- (b) for the provision of Services including installation of Equipment on the Servient Tenement.

2.2 Grantee's Rights

The Grantee may:

- (a) use the Servient Tenement at all times by day or night but always only in connection with the Grantee's use of the Dominant Tenement;
- (b) carry out repairs to the Servient Tenement where the Grantor fails to comply with its obligations under clause 3.1 and recover the cost from the Grantor as a liquidated debt;
- (c) use parts of the land of the Grantor adjoining the Servient Tenement as may be reasonably necessary in the exercise of its rights under clauses 2.2(b).

2.3 Grantor's Rights

The Grantor's rights to the Servient Tenement for purposes not inconsistent with the Grantee's rights are preserved. Where the Grantor carries out any works upon the Servient Tenement either in exercise of its right under this clause or in performance of its obligations under clause 3.1, the Grantor may temporarily restrict the Grantee's rights over the Servient Tenement but must:

- (a) give adequate prior written notice of such restriction to the Grantee; and
- (b) take all steps reasonably practicable to ensure that the disruption to the Grantee's use, occupation and enjoyment of the Dominant Tenement is minimised, including that the restriction occurs for the minimum period.

Title Reference to issue

2.4 Body Corporate's Rights

The Body Corporate may carry out repairs to the Servient Tenement where the Grantor fails to comply with its obligations under clause 3.1 and recover the cost from the Grantor as a liquidated debt.

2.5 Construction

The Grantor may:

- (a) construct a concrete, bitumen or other sealed private roadway on the Servient Tenement; or
- (b) for the purpose of constructing buildings and car parks adjacent to the Servient Tenement, run services through the Servient Tenement, underpin, pour footings, piers and other supports on or through the Servient Tenement,

and do any other thing on the Servient Tenement provided it is not materially inconsistent with the Grantee's rights under this Easement.

2.6 Consent

The Grantee will, if required at the cost of the Grantor, consent to any construction within the Servient Tenement which is not inconsistent with the Grantee's rights under this Easement.

3. Obligations

3.1 Grantor's Obligations

The Grantor must keep the surface of the Servient Tenement in good condition and repair suitable for the passage of Vehicles (having regard to the purposes for which the Dominant Tenement is used) except to the extent that the Grantee is obliged to effect repairs under this Easement.

3.2 Grantee's Obligations

The Grantee must at its cost:

- (a) repair the surface of or any structure on or adjacent to the Servient Tenement which is damaged by the negligence or default of the Grantee or any person accessing the easement and for whom the Grantee is responsible; and
- (b) maintain and keep in good repair all Services and Equipment of the Grantee on the Servient Tenement.

4. Insurance

The Grantor must take out and maintain public liability insurance over the Servient Tenement with a reputable insurer with a limit of not less than \$20,000,000 per claim or such higher limits as agreed with the Grantee from time to time.

Title Reference to issue

5. Body Corporate

5.1 Body Corporate may repair

The Body Corporate may, if requested by the Grantor and the Grantee, comply with the Grantor's obligations under clauses 3.1 and 4 in lieu of the Grantor complying with those obligations.

5.2 Body Corporate to recover cost

- (a) If the Body Corporate elects to carry out the Grantor's obligations in accordance with clause 5.1, the Body Corporate may recover the costs associated with complying with those obligations from the Grantor and the Grantee in accordance with the contributions schedule lot entitlements of each of the Grantor and the Grantees under the Scheme.
- (b) Each of the Grantor and the Grantee covenants for the benefit of the Body Corporate to pay the costs mentioned in (a), on demand.

6. Risk

The Grantee uses the Servient Tenement and exercises its rights under this Easement at its own risk absolutely.

7. Passing of obligations

The burden and benefit of the covenants and obligations in this Easement pass with the Servient Tenement and Dominant Tenement respectively so that:

- (a) any person who becomes the owner of the Servient Tenement or the Dominant Tenement must Observe the covenants in the Easement; and
- (b) any obligation to Observe this Easement only applies whilst that person is the registered owner of either the Servient Tenement or the Dominant Tenement.

8. Covenant from subsequent Land Owners

8.1 Covenant from owner of the Servient Tenement

Before the Grantor transfers its interest in the Servient Tenement, the Grantor (or any successor in the Grantor's title) must procure the transferee to covenant in favour of the Grantee (or any successor in the Grantee's title) that the transferee will comply with the obligations of the Grantor under this Easement as though the transferee were named the Grantor.

8.2 Covenant from the owner of the Dominant Tenement

Before any Grantee transfers its interest in the Dominant Tenement, the Grantee (or any successor in the Grantee's title) must procure the transferee to covenant in favour of the Grantor (or any successor in the Grantor's title) that the transferee will comply with the obligations of the Grantee under this Easement as though the transferee were named the Grantee.

Title Reference to issue

9. Notices

9.1 Method of giving notice

A notice to be given under this Easement must be in writing and is treated as being duly given if it is:

- (a) served personally (if a natural person); or
- (b) delivered or sent by pre-paid post to the registered office (if a corporation); or
- (c) sent by pre-paid post to an address provided by a party as their address for service.

9.2 Time of Receipt

A notice given in accordance with clause 9.1 is treated as having been duly given and received;

- (a) when served or delivered; or
- (b) on the second Business Day after posting (if sent by pre-paid post).

QUEENSLAND LAND REGISTRY

EASEMENT

FORM 9 Version 4

Page 1 of 7



716499235

\$162.90

\$162.90

18/05/2015 11:08

BE 600

Client No:	3639135	Duties Act 2001
Transaction No:	509-824-397	
Duty Paid \$	0.00	☐ Exempt
UTI \$	NIL	
Date:	29/04/15	Signed:

1. **Grantor**
Minister for Economic Development Queensland

Lodger (Name, address, E-mail & phone number)
K&L Gates
GPO Box 219
BRISBANE QLD 4001
Email: lyndal.draper@klgates.com
Ph: (07) 3233 1233 Ref: draperl

Lodger Code
BE158A

2. **Description of Easement/Lot on Plan County** **Parish** **Title Reference**
Servient Tenement (burdened land)
See Enlarged Panel
#Dominant Tenement (benefited land)
See Enlarged Panel
not applicable if easement in gross

3. **Interest being burdened**
Fee Simple

#4. **Interest being benefited**
Fee Simple
not applicable if easement in gross

5. **Grantee** Given names Surname/Company name and number (include tenancy if more than one)
Minister for Economic Development
Queensland (parcels 1 - 8)

6. **Consideration**
\$1.00

7. **Purpose of easement**
ACCESS AND SERVICES

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;

* delete if not applicable

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

Minister for Economic Development
Queensland by its duly authorised delegate
Greg Chemello Acting General Manager in
the presence of:

..... signature
Simone Spring full name
Lawyer qualification

23/4/15
Execution Date

.....
Grantor's Signature

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

Minister for Economic Development
Queensland by its duly authorised
delegate Greg Chemello Acting General
Manager in the presence of:

..... signature
Simone Spring full name
Lawyer qualification

23/4/15
Execution Date

.....
Grantee's Signature

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

23538139v6 DRAPERL

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

Title Reference to issue

2. Description of Easement/Lot on Plan	County	Parish	Title Reference
Servient Tenement (burdened land) Easement S in Lot 8 on SP 273096	STANLEY	TOOMBUL	To issue
#Dominant Tenement (benefited land) Lot 1 on SP 273096 (Parcel 1)	STANLEY	TOOMBUL	To issue
Lot 2 on SP 273096 (Parcel 2)	STANLEY	TOOMBUL	To issue
Lot 3 on SP 273096 (Parcel 3)	STANLEY	TOOMBUL	To issue
Lot 4 on SP 273096 (Parcel 4)	STANLEY	TOOMBUL	To issue
Lot 5 on SP 273096 (Parcel 5)	STANLEY	TOOMBUL	To issue
Lot 6 on SP 273096 (Parcel 6)	STANLEY	TOOMBUL	To issue
Lot 7 on SP 273096 (Parcel 7)	STANLEY	TOOMBUL	To issue
Lot 9 on SP 273096 (Parcel 8)	STANLEY	TOOMBUL	To issue
# not applicable if easement in gross			

Title Reference to issue

This is the Schedule referred to in the Form 9 Easement

1. Interpretation and definitions

1.1 Definitions

The following expressions (whether appearing with or without capital letters) have the following meanings:

Body Corporate means the body corporate for the community title scheme in which the Servient Tenement is located;

Business Day means any day which is not a Saturday, Sunday or public holiday in Brisbane;

Dominant Tenement means the land described as such in item 2 of the Form 9 Grant of Easement;

Easement means the Form 9 Grant of Easement, this Form 20 Schedule and each annexure or schedule described in this Form 20;

Equipment means all pipes, drains, conduits, manholes, wires and other related equipment required for Services.

Grantee means the registered owner of the Dominant Tenement from time to time and includes the employees, customers, contractors, invitees and others authorised (expressly or impliedly) by the Grantee;

Grantor means the registered owner of the Servient Tenement from time to time and includes the employees, customers, contractors, invitees and others authorised (expressly or impliedly) by the Grantor;

Maximum Size means maximum capacity according to the design and construction of the road built on the Servient Tenement from time to time;

Observe includes to comply with, discharge, fulfil, keep and perform;

Services means the underground passage of water, sewerage, electricity, communications, data, rain water and other lawful drainage discharge.

Servient Tenement means the land described as such in item 2 of the Form 9 Grant of Easement;

Statute means any statute, regulation, proclamation, ordinance or local law;

Vehicles means any vehicle for the carriage of goods or persons and automobile machinery or plant which does not exceed the Maximum Size.

1.2 Interpretation

In this Easement unless the context otherwise requires:

- (a) Words denoting the singular number only include the plural number and vice versa. Every gender includes any other gender. Words denoting individual persons include corporations;

Title Reference to issue

- (b) A reference to any Act of Parliament is to be read as though the words or any statutory modification or re-enactment or any substituted statutory provision were added to that reference;
- (c) Every agreement or obligation expressed or implied in this agreement by which two or more persons agree or are bound binds those persons and every two or more of them jointly and each of them severally;
- (d) The headings are included for convenience only and do not affect the construction of this Easement;
- (e) Wherever a date is specified and that date is not a Business Day then the reference is deemed to be to the next Business Day occurring after the specified date.

2. Grant of easement

2.1 Grant

The Grantor grants to the Grantee full right and liberty for the Grantee, its successors in title and the owners and occupiers for the time being of the Dominant Tenement (in common with the Grantor and all other persons having the like right) at all times to pass and repass along the Servient Tenement:

- (a) for access purposes connected with the use and enjoyment of the Dominant Tenement with or without Vehicles; and
- (b) for the provision of Services including installation of Equipment on the Servient Tenement.

2.2 Grantee's Rights

The Grantee may:

- (a) use the Servient Tenement at all times by day or night but always only in connection with the Grantee's use of the Dominant Tenement;
- (b) carry out repairs to the Servient Tenement where the Grantor fails to comply with its obligations under clause 3.1 and recover the cost from the Grantor as a liquidated debt;
- (c) use parts of the land of the Grantor adjoining the Servient Tenement as may be reasonably necessary in the exercise of its rights under clauses 2.2(b).

2.3 Grantor's Rights

The Grantor's rights to the Servient Tenement for purposes not inconsistent with the Grantee's rights are preserved. Where the Grantor carries out any works upon the Servient Tenement either in exercise of its right under this clause or in performance of its obligations under clause 3.1, the Grantor may temporarily restrict the Grantee's rights over the Servient Tenement but must:

- (a) give adequate prior written notice of such restriction to the Grantee; and
- (b) take all steps reasonably practicable to ensure that the disruption to the Grantee's use, occupation and enjoyment of the Dominant Tenement is minimised, including that the restriction occurs for the minimum period.

Title Reference to issue

2.4 Body Corporate's Rights

The Body Corporate may carry out repairs to the Servient Tenement where the Grantor fails to comply with its obligations under clause 3.1 and recover the cost from the Grantor as a liquidated debt.

2.5 Construction

The Grantor may:

- (a) construct a concrete, bitumen or other sealed private roadway on the Servient Tenement; or
- (b) for the purpose of constructing buildings and car parks adjacent to the Servient Tenement, run services through the Servient Tenement, underpin, pour footings, piers and other supports on or through the Servient Tenement,

and do any other thing on the Servient Tenement provided it is not materially inconsistent with the Grantee's rights under this Easement.

2.6 Consent

The Grantee will, if required at the cost of the Grantor, consent to any construction within the Servient Tenement which is not inconsistent with the Grantee's rights under this Easement.

3. Obligations

3.1 Grantor's Obligations

The Grantor must keep the surface of the Servient Tenement in good condition and repair suitable for the passage of Vehicles (having regard to the purposes for which the Dominant Tenement is used) except to the extent that the Grantee is obliged to effect repairs under this Easement.

3.2 Grantee's Obligations

The Grantee must at its cost:

- (a) repair the surface of or any structure on or adjacent to the Servient Tenement which is damaged by the negligence or default of the Grantee or any person accessing the easement and for whom the Grantee is responsible; and
- (b) maintain and keep in good repair all Services and Equipment of the Grantee on the Servient Tenement.

4. Insurance

The Grantor must take out and maintain public liability insurance over the Servient Tenement with a reputable insurer with a limit of not less than \$20,000,000 per claim or such higher limits as agreed with the Grantee from time to time.

Title Reference to issue

5. Body Corporate

5.1 Body Corporate may repair

The Body Corporate may, if requested by the Grantor and the Grantee, comply with the Grantor's obligations under clauses 3.1 and 4 in lieu of the Grantor complying with those obligations.

5.2 Body Corporate to recover cost

- (a) If the Body Corporate elects to carry out the Grantor's obligations in accordance with clause 5.1, the Body Corporate may recover the costs associated with complying with those obligations from the Grantor and the Grantee in accordance with the contributions schedule lot entitlements of each of the Grantor and the Grantees under the Scheme.
- (b) Each of the Grantor and the Grantee covenants for the benefit of the Body Corporate to pay the costs mentioned in (a), on demand.

6. Risk

The Grantee uses the Servient Tenement and exercises its rights under this Easement at its own risk absolutely.

7. Passing of obligations

The burden and benefit of the covenants and obligations in this Easement pass with the Servient Tenement and Dominant Tenement respectively so that:

- (a) any person who becomes the owner of the Servient Tenement or the Dominant Tenement must Observe the covenants in the Easement; and
- (b) any obligation to Observe this Easement only applies whilst that person is the registered owner of either the Servient Tenement or the Dominant Tenement.

8. Covenant from subsequent Land Owners

8.1 Covenant from owner of the Servient Tenement

Before the Grantor transfers its interest in the Servient Tenement, the Grantor (or any successor in the Grantor's title) must procure the transferee to covenant in favour of the Grantee (or any successor in the Grantee's title) that the transferee will comply with the obligations of the Grantor under this Easement as though the transferee were named the Grantor.

8.2 Covenant from the owner of the Dominant Tenement

Before any Grantee transfers its interest in the Dominant Tenement, the Grantee (or any successor in the Grantee's title) must procure the transferee to covenant in favour of the Grantor (or any successor in the Grantor's title) that the transferee will comply with the obligations of the Grantee under this Easement as though the transferee were named the Grantee.

Title Reference to issue

9. Notices

9.1 Method of giving notice

A notice to be given under this Easement must be in writing and is treated as being duly given if it is:

- (a) served personally (if a natural person); or
- (b) delivered or sent by pre-paid post to the registered office (if a corporation); or
- (c) sent by pre-paid post to an address provided by a party as their address for service.

9.2 Time of Receipt

A notice given in accordance with clause 9.1 is treated as having been duly given and received;

- (a) when served or delivered; or
- (b) on the second Business Day after posting (if sent by pre-paid post).

QUEENSLAND LAND REGISTRY

EASEMENT

FORM 9 Version 4

Page 1 of 6



716499236

\$162.90

\$162.90

18/05/2015 11:08

BE 600

Duty Imprint	
Client No: 363 9135	Duties Act 2001
Transaction No: 509-824-470	
Duty Paid \$ 0.00	☐ Exempt
UTI \$ NIL	
Date: 29/04/15	Signed:

1. **Grantor**
Minister for Economic Development Queensland

Lodger (Name, address, E-mail & phone number)
K&L Gates
GPO Box 219
BRISBANE QLD 4001
Email: lyndal.draper@klgates.com
Ph: (07) 3233 1233 Ref: draperl

Lodger Code
BE158A

2. **Description of Easement/Lot on Plan County** **Parish** **Title Reference**
Servient Tenement (burdened land)
See Enlarged Panel
#Dominant Tenement (benefited land)
See Enlarged Panel
not applicable if easement in gross

3. **Interest being burdened**
Fee Simple

#4. **Interest being benefited**
Fee Simple
not applicable if easement in gross

5. **Grantee** Given names Surname/Company name and number (include tenancy if more than one)
Minister for Economic Development
Queensland

6. **Consideration**
\$1.00

7. **Purpose of easement**
ACCESS

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;

* delete if not applicable

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

Minister for Economic Development
Queensland by its duly authorised delegate
Greg Chemello Acting General Manager in
the presence of:

..... signature
Simone Spring
..... full name
Lawyer
..... qualification

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

23/4/15
Execution Date

.....
Grantor's Signature

Minister for Economic Development
Queensland by its duly authorised delegate
Greg Chemello Acting General Manager in
the presence of:

..... signature
Simone Spring
..... full name
Lawyer
..... qualification

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

23/4/15
Execution Date

.....
Grantee's Signature

23866471v4 DRAPERL

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

Title Reference to issue

2. Description of Easement/Lot on Plan	County	Parish	Title Reference
Servient Tenement (<i>burdened land</i>)			
Easement K in Lot 9 on SP 273096	STANLEY	TOOMBUL	To issue
#Dominant Tenement (<i>benefited land</i>)			
Lot 1 on SP 273096	STANLEY	TOOMBUL	To issue
Lot 2 on SP 273096	STANLEY	TOOMBUL	To issue
Lot 3 on SP 273096	STANLEY	TOOMBUL	To issue
Lot 4 on SP 273096	STANLEY	TOOMBUL	To issue
Lot 5 on SP 273096	STANLEY	TOOMBUL	To issue
Lot 6 on SP 273096	STANLEY	TOOMBUL	To issue
Lot 7 on SP 273096	STANLEY	TOOMBUL	To issue
Lot 8 on SP 273096	STANLEY	TOOMBUL	To issue
# not applicable if easement in gross			

Title Reference to issue

This is the Schedule referred to in the Form 9 Easement

1. Interpretation and definitions

1.1 Definitions

The following expressions (whether appearing with or without capital letters) have the following meanings:

Body Corporate means the body corporate for the community title scheme in which the Servient Tenement is located;

Business Day means any day which is not a Saturday, Sunday or public holiday in Brisbane;

Dominant Tenement means the land described as such in item 2 of the Form 9 Grant of Easement;

Easement means the Form 9 Grant of Easement, this Form 20 Schedule and each annexure or schedule described in this Form 20;

Grantee means the registered owner of the Dominant Tenement from time to time and includes the employees, customers, contractors, invitees and others authorised (expressly or impliedly) by the Grantee;

Grantor means the registered owner of the Servient Tenement from time to time and includes the employees, customers, contractors, invitees and others authorised (expressly or impliedly) by the Grantor;

Observe includes to comply with, discharge, fulfil, keep and perform;

Servient Tenement means the land described as such in item 2 of the Form 9 Grant of Easement;

Statute means any statute, regulation, proclamation, ordinance or local law;

Vehicles means any vehicle for the carriage of goods or persons and automobile machinery or plant.

1.2 Interpretation

In this Easement unless the context otherwise requires:

- (a) Words denoting the singular number only include the plural number and vice versa. Every gender includes any other gender. Words denoting individual persons include corporations;
- (b) A reference to any Act of Parliament is to be read as though the words or any statutory modification or re-enactment or any substituted statutory provision were added to that reference;
- (c) Every agreement or obligation expressed or implied in this agreement by which two or more persons agree or are bound binds those persons and every two or more of them jointly and each of them severally;
- (d) The headings are included for convenience only and do not affect the construction of this Easement;

Title Reference to issue

- (e) Wherever a date is specified and that date is not a Business Day then the reference is deemed to be to the next Business Day occurring after the specified date.

2. Grant of easement

2.1 Grant

The Grantor grants to the Grantee full right and liberty for the Grantee, its successors in title and the owners and occupiers for the time being of the Dominant Tenement (in common with the Grantor and all other persons having the like right) at all times to pass and repass along the Servient Tenement for access purposes connected with the use and enjoyment of the Dominant Tenement without Vehicles.

2.2 Grantee's Rights

The Grantee may:

- (a) use the Servient Tenement at all times by day or night but always only in connection with the Grantee's use of the Dominant Tenement;
- (b) carry out repairs to the Servient Tenement where the Grantor fails to comply with its obligations under clause 3.1 and recover the cost from the Grantor as a liquidated debt;
- (c) use parts of the land of the Grantor adjoining the Servient Tenement as may be reasonably necessary in the exercise of its rights under clauses 2.2(b).

2.3 Grantor's Rights

The Grantor's rights to the Servient Tenement for purposes not inconsistent with the Grantee's rights are preserved. Where the Grantor carries out any works upon the Servient Tenement either in exercise of its right under this clause or in performance of its obligations under clause 3.1, the Grantor may temporarily restrict the Grantee's rights over the Servient Tenement but must:

- (a) give adequate prior written notice of such restriction to the Grantee; and
- (b) take all steps reasonably practicable to ensure that the disruption to the Grantee's use, occupation and enjoyment of the Dominant Tenement is minimised, including that the restriction occurs for the minimum period.

2.4 Body Corporate's Rights

The Body Corporate may carry out repairs to the Servient Tenement where the Grantor fails to comply with its obligations under clause 3.1 and recover the cost from the Grantor as a liquidated debt.

2.5 Construction

The Grantor may:

- (a) construct a boardwalk, concrete, bitumen or other surface on the Servient Tenement; or
- (b) for the purpose of constructing buildings and car parks adjacent to the Servient Tenement, run services through the Servient Tenement, underpin, pour footings, piers and other supports on or through the Servient Tenement,

Title Reference to issue

and do any other thing on the Servient Tenement provided it is not materially inconsistent with the Grantee's rights under this Easement.

2.6 Consent

The Grantee will, if required at the cost of the Grantor, consent to any construction within the Servient Tenement which is not inconsistent with the Grantee's rights under this Easement.

3. Obligations

3.1 Grantor's Obligations

The Grantor must keep the surface of the Servient Tenement in good condition and repair suitable for the passage of pedestrians (having regard to the purposes for which the Dominant Tenement is used) except to the extent that the Grantee is obliged to effect repairs under this Easement.

3.2 Grantee's Obligations

The Grantee must bear the cost of repairs to the surface of or any structure on or adjacent to the Servient Tenement which is damaged by the negligence or default of the Grantee or any person accessing the easement and for whom the Grantee is responsible.

4. Insurance

The Grantor must take out and maintain public liability insurance over the Servient Tenement with a reputable insurer with a limit of not less than \$20,000,000 per claim or such higher limits as agreed with the Grantee from time to time.

5. Body Corporate

5.1 Body Corporate may repair

The Body Corporate may, if requested by the Grantor and the Grantee, comply with the Grantor's obligations under clauses 3.1 and 4 in lieu of the Grantor complying with that clause.

5.2 Body Corporate to recover cost

- (a) If the Body Corporate elects to carry out the Grantor's obligations in accordance with clause 5.1, the Body Corporate may recover the costs associated with complying with those obligations from the Grantor and the Grantee in accordance with the contributions schedule lot entitlements of each of the Grantor and the Grantees under the Scheme.
- (b) Each of the Grantor and the Grantee covenants for the benefit of the Body Corporate to pay the costs mentioned in (a), on demand.

6. Risk

The Grantee uses the Servient Tenement and exercises its rights under this Easement at its own risk absolutely.

Title Reference to issue

7. Passing of obligations

The burden and benefit of the covenants and obligations in this Easement pass with the Servient Tenement and Dominant Tenement respectively so that:

- (a) any person who becomes the owner of the Servient Tenement or the Dominant Tenement must Observe the covenants in the Easement; and
- (b) any obligation to Observe this Easement only applies whilst that person is the registered owner of either the Servient Tenement or the Dominant Tenement.

8. Covenant from subsequent Land Owners

8.1 Covenant from owner of the Servient Tenement

Before the Grantor transfers its interest in the Servient Tenement, the Grantor (or any successor in the Grantor's title) must procure the transferee to covenant in favour of the Grantee (or any successor in the Grantee's title) that the transferee will comply with the obligations of the Grantor under this Easement as though the transferee were named the Grantor.

8.2 Covenant from the owner of the Dominant Tenement

Before any Grantee transfers its interest in the Dominant Tenement, the Grantee (or any successor in the Grantee's title) must procure the transferee to covenant in favour of the Grantor (or any successor in the Grantor's title) that the transferee will comply with the obligations of the Grantee under this Easement as though the transferee were named the Grantee.

9. Notices

9.1 Method of giving notice

A notice to be given under this Easement must be in writing and is treated as being duly given if it is:

- (a) served personally (if a natural person); or
- (b) delivered or sent by pre-paid post to the registered office (if a corporation); or
- (c) sent by pre-paid post to an address provided by a party as their address for service.

9.2 Time of Receipt

A notice given in accordance with clause 9.1 is treated as having been duly given and received;

- (a) when served or delivered; or
- (b) on the second Business Day after posting (if sent by pre-paid post).

GENERAL CONSENT

1. Lot on Plan Description	County	Parish	Title Reference
LOT 9 ON SP273096	STANLEY	TOOMBUL	title to issue

2. Instrument/document being consented to

Instrument/document type Easement K on SP 273096.....

Dated 23/4/15

Names of parties Minister for Economic Development Queensland.....

3. Instrument/document under which consent required

Instrument/document type Mortgage.....

Dealing No. 715461579

Name of consenting party Bank of Queensland Limited ABN 32 009 656 740

4. Execution by consenting party

The party identified in item 3 consents to the registration of the instrument/document identified in item 2.

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

Bank of Queensland Limited ACN 009 656 740 by its
duly constituted attorney Warren Rodney Bobbermien
under Power of Attorney No. 75893287 who certifies
that he has no notice of revocation of the power.

..... signature

..... full name

Tyrone Robert Wilson
C.dec 97321

..... qualification

Witnessing Officer

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

Mortgagee's Australian Credit Licence (if any)

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see
the Department's website.

24/4/15
Execution Date

Warren Rodney Bobbermien
Senior Property Finance Manager

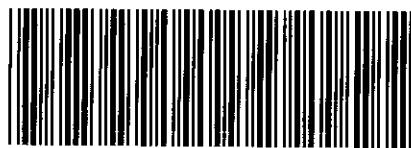
Consenting Party's Signature

(2)

QUEENSLAND LAND REGISTRY
Land Title Act 1994 and Land Act 1994

EASEMENT

FORM 9 Version 4
Page 1 of 1



718291190

\$181.00
22/09/2017 14:59

BE 601

Duty Imprint	
Client No.: 1051301	Duties Act 2001
Transaction No.: 514-594-167	
Duty Paid \$... NIL	☐ Exempt
UTI \$.....	
Date: 22/9/17	Signed:

1. Grantor MINISTER FOR ECONOMIC DEVELOPMENT QUEENSLAND	Lodger (Name, address & phone number) WILKINSON & BOYNTON	Lodger Code Q18A Pearl
2. Description of Easement/Lot on Plan Servient Tenement (burdened land) EASEMENT D on SP283273 in LOT 4 on SP273096 #Dominant Tenement (benefited land) # not applicable if easement in gross NOT APPLICABLE	Title Reference 50990589	
3. Interest being burdened Fee Simple	4. Interest being benefited NOT APPLICABLE	
# not applicable if easement in gross		
5. Grantee Given names Surname/Company name and number ENERGEX Limited A.C.N. 078 849 055	(include tenancy if more than one)	
6. Consideration \$1.00	7. Purpose of easement Supply of Electricity	

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. 708346714~~

* delete if not applicable

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

The Delegate of the Minister for Economic
Development Queensland

signature

STACEY LEIGH MORTON

full name

JP (QUAL) 113620

qualification

Witnessing Officer

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

Signature

Steven James Soo

full name

CDEC 81388

qualification

Witnessing Officer

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

Signature

JASON CAMDEN
EXECUTIVE DIRECTOR PROJECT SUPPORT

Print name

Execution Date

Grantor's Signature

11/8/17

ENERGEX Limited A.C.N. 078 849 055
By its Attorney Shannon O'Connell
(Property Program Manager)
under Power of Attorney No. 714846267

22/8/17
Execution Date

Grantee's Signature

Title Reference 50990589

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: Form 9 Easement

Name of authorised person or solicitor: CARLY BERYL BRAILAK

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency): PEARL COMMERCIAL LAW

Item/s being altered or corrected:

- (A) Item 2;
- (B) Item 4;

Details of alteration or minor correction:

- (A) Item 2: insert "Not Applicable"
- (B) Item 4: insert "Not Applicable"

Party represented (where signed by solicitor): GRANTOR



Carly Beryl Brailak
Solicitor

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Authorised person's or Solicitor's Signature