

CURRENT TITLE SEARCH

DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Request No: 14951785

Search Date: 01/11/2012 11:07

Title Reference: 50087257

Date Created: 31/08/1995

Previous Title: 50065487

50066493

REGISTERED OWNER

Dealing No: 700829614 30/08/1995

BRISBANE CITY COUNCIL TRUSTEE
UNDER INSTRUMENT 700829614

ESTATE AND LAND

Estate in Fee Simple

LOT 2 REGISTERED PLAN 881617
County of STANLEY Parish of NORTH BRISBANE
Local Government: BRISBANE CITY

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19501009 (ALLOT 263)
2. EASEMENT No 700829619 30/08/1995 at 09:44
burdening the land to
LOT 1 ON RP881617
OVER THE WHOLE OF THE WITHIN LAND

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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Requested By: D APPLICATIONS GLOBAL X

CURRENT TITLE SEARCH

DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Request No: 15030182

Search Date: 13/11/2012 16:08

Title Reference: 50893310

Date Created: 04/10/2012

Previous Title: 11739050

50893305

REGISTERED OWNER

Dealing No: 714697659 27/09/2012

PETER THOMAS SHERWOOD

ESTATE AND LAND

Estate in Fee Simple

LOT 102 SURVEY PLAN 143465

County of STANLEY

Parish of NORTH BRISBANE

Local Government: BRISBANE CITY

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19501026 (ALLOT 262)
Deed of Grant No. 19501072 (ALLOT 261)
2. CAVEAT No 713825832 27/04/2011 at 15:50
METRO (BRUNSWICK STREET) PTY LTD A.C.N. 142 820 040
3. EASEMENT No 714697667 27/09/2012 at 09:12
benefiting the land over
EASEMENT A ON SP143465

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
714253495	HERITGE SITE QUEENSLAND HERITAGE ACT 1992	10/01/2012 10:54	CURRENT
714264732	HERITGE SITE QUEENSLAND HERITAGE ACT 1992	16/01/2012 15:38	CURRENT

UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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Requested By: D APPLICATIONS GLOBAL X

CURRENT TITLE SEARCH

DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Request No: 15030166

Search Date: 13/11/2012 16:07

Title Reference: 11487004

Date Created: 25/05/1921

Previous Title: 11335033

REGISTERED OWNER

Dealing No: 710913036 20/08/2007

PETER THOMAS SHERWOOD

ESTATE AND LAND

Estate in Fee Simple

LOT 11	REGISTERED PLAN 10552	
	County of STANLEY	Parish of NORTH BRISBANE
	Local Government: BRISBANE CITY	
LOT 1	REGISTERED PLAN 10553	
	County of STANLEY	Parish of NORTH BRISBANE
	Local Government: BRISBANE CITY	

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19501072 (ALLOT 261)
2. CAVEAT No 713825832 27/04/2011 at 15:50
METRO (BRUNSWICK STREET) PTY LTD A.C.N. 142 820 040

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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CURRENT TITLE SEARCH

DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Request No: 15030111

Search Date: 13/11/2012 16:04

Title Reference: 11487004

Date Created: 25/05/1921

Previous Title: 11335033

REGISTERED OWNER

Dealing No: 710913036 20/08/2007

PETER THOMAS SHERWOOD

ESTATE AND LAND

Estate in Fee Simple

LOT 11	REGISTERED PLAN 10552	
	County of STANLEY	Parish of NORTH BRISBANE
	Local Government: BRISBANE CITY	
LOT 1	REGISTERED PLAN 10553	
	County of STANLEY	Parish of NORTH BRISBANE
	Local Government: BRISBANE CITY	

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19501072 (ALLOT 261)
2. CAVEAT No 713825832 27/04/2011 at 15:50
METRO (BRUNSWICK STREET) PTY LTD A.C.N. 142 820 040

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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Requested By: D APPLICATIONS GLOBAL X

CURRENT TITLE SEARCH

DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Request No: 15030103

Search Date: 13/11/2012 16:04

Title Reference: 50893307

Date Created: 04/10/2012

Previous Title: 15925180

REGISTERED OWNER

Dealing No: 714708090 04/10/2012

PETER THOMAS SHERWOOD

ESTATE AND LAND

Estate in Fee Simple

LOT 6 REGISTERED PLAN 81335
County of STANLEY Parish of NORTH BRISBANE
Local Government: BRISBANE CITY

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19501072 (ALLOT 261)
2. CAVEAT No 713825832 27/04/2011 at 15:50
METRO (BRUNSWICK STREET) PTY LTD A.C.N. 142 820 040

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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Requested By: D APPLICATIONS GLOBAL X

CURRENT TITLE SEARCH

DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Request No: 15030087

Search Date: 13/11/2012 16:03

Title Reference: 50893306

Date Created: 04/10/2012

Previous Title: 15925180

REGISTERED OWNER

Dealing No: 714708090 04/10/2012

PETER THOMAS SHERWOOD

ESTATE AND LAND

Estate in Fee Simple

LOT 5 REGISTERED PLAN 81335

County of STANLEY

Parish of NORTH BRISBANE

Local Government: BRISBANE CITY

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19501072 (ALLOT 261)
2. CAVEAT No 713825832 27/04/2011 at 15:50
METRO (BRUNSWICK STREET) PTY LTD A.C.N. 142 820 040

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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Requested By: D APPLICATIONS GLOBAL X

CURRENT TITLE SEARCH

DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Request No: 14951841

Search Date: 01/11/2012 11:10

Title Reference: 50087258

Date Created: 31/08/1995

Previous Title: 50065487

REGISTERED OWNER

Dealing No: 700829611 30/08/1995

BRISBANE CITY COUNCIL TRUSTEE
UNDER INSTRUMENT 700829611

ESTATE AND LAND

Estate in Fee Simple

LOT 900 REGISTERED PLAN 881617
County of STANLEY Parish of NORTH BRISBANE
Local Government: BRISBANE CITY

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19501009 (ALLOT 263)

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

** End of Current Title Search **

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Requested By: D APPLICATIONS GLOBAL X

CURRENT TITLE SEARCH

DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Request No: 14950859

Search Date: 01/11/2012 10:16

Title Reference: 50893309

Date Created: 04/10/2012

Previous Title: 11739050

REGISTERED OWNER

Dealing No: 714697659 27/09/2012

PETER THOMAS SHERWOOD

ESTATE AND LAND

Estate in Fee Simple

LOT 101 SURVEY PLAN 143465

County of STANLEY

Parish of NORTH BRISBANE

Local Government: BRISBANE CITY

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19501026 (ALLOT 262)
2. CAVEAT No 713825832 27/04/2011 at 15:50
METRO (BRUNSWICK STREET) PTY LTD A.C.N. 142 820 040
3. EASEMENT No 714697667 27/09/2012 at 09:12
benefiting the land over
EASEMENT A ON SP143465

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
714253495	HERITGE SITE QUEENSLAND HERITAGE ACT 1992	10/01/2012 10:54	CURRENT
714264732	HERITGE SITE QUEENSLAND HERITAGE ACT 1992	16/01/2012 15:38	CURRENT

UNREGISTERED DEALINGS

Dealing	Type	Lodgement Date	Status
714754709	WITHDRAWAL	30/10/2012 13:19	UNVERIFIED
714754710	TRANSFER	30/10/2012 13:19	UNVERIFIED
714754711	MORTGAGE	30/10/2012 13:19	UNVERIFIED

CERTIFICATE OF TITLE ISSUED - No

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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Requested By: D APPLICATIONS GLOBAL X

CURRENT TITLE SEARCH

DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Request No: 14950914

Search Date: 01/11/2012 10:19

Title Reference: 50893308

Date Created: 04/10/2012

Previous Title: 15925180

REGISTERED OWNER

Dealing No: 714708090 04/10/2012

PETER THOMAS SHERWOOD

ESTATE AND LAND

Estate in Fee Simple

LOT 13 REGISTERED PLAN 81335
County of STANLEY Parish of NORTH BRISBANE
Local Government: BRISBANE CITY

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19501072 (ALLOT 261)
2. CAVEAT No 713825832 27/04/2011 at 15:50
METRO (BRUNSWICK STREET) PTY LTD A.C.N. 142 820 040
3. EASEMENT No 714697667 27/09/2012 at 09:12
burdening the land to
LOTS 101 AND 102 ON SP143465
OVER EASEMENT A ON SP143465

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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Requested By: D APPLICATIONS GLOBAL X

CURRENT TITLE SEARCH

DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Request No: 14950902

Search Date: 01/11/2012 10:18

Title Reference: 50893304

Date Created: 04/10/2012

Previous Title: 15925180

REGISTERED OWNER

Dealing No: 714708090 04/10/2012

PETER THOMAS SHERWOOD

ESTATE AND LAND

Estate in Fee Simple

LOT 12 REGISTERED PLAN 10552

County of STANLEY

Parish of NORTH BRISBANE

Local Government: BRISBANE CITY

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19501072 (ALLOT 261)
2. CAVEAT No 713825832 27/04/2011 at 15:50
METRO (BRUNSWICK STREET) PTY LTD A.C.N. 142 820 040

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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Requested By: D APPLICATIONS GLOBAL X

EASEMENT



714697667

\$137.10
27/09/2012 09:12

BE 600

<http://www.nrw.qld.gov.au/about/privacy/index.html>

Duty-Imprint

Client No: 1051837 Duties Act 2001
Transaction No: 505-290-510
Duty Paid \$ NIL Exempt ☐
UTI \$
Date: 26/09/12 signed: *Sherwood*

1. Grantor

Peter Thomas Sherwood

Lodger (Name, address & phone number)
H W L Ebsworth Lawyers
W/L 23, 123 Eagle St, Brisbane
ph: 3002 6700
Lodger Code 88A

2. Description of Easement/Lot on Plan
Servient Tenement (burdened land)

Easement A on SP 143465

County

Stanley

Parish

North Brisbane

Title Reference

15925180

*Dominant Tenement (benefited land)

Lot 101 on SP 143465

County

North Brisbane

To issue from

45925490-1739050

Lot 102 on SP 143465

County

North Brisbane

To issue from

11739050

and 15925180

3. Interest being burdened

Fee Simple

*4. Interest being benefited

Fee Simple

* not applicable if easement in gross

5. Grantee Given names

Peter Thomas

Surname/Company name and number

Sherwood

(Include tenancy if more than one)

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

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

P. T. Thomas signature



P. T. Thomas signature

Witnessing Officer

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

6/9/2012

Execution Date

Grantor's Signature

P. T. Thomas signature

P. T. Thomas signature



6/9/2012

Witnessing Officer

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

Execution Date

Grantee's Signature

Title Reference 15925180 and to issue from 11739050 and 1595180

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: Form 9

Name of authorised person or solicitor: MELINDA KATE LEACY

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency): HWL Ebsworth Lawyers

Item/s being altered or corrected: Item 2 Title Reference

Details of alteration or minor correction: In Item 2 Title Reference the words "15925180" have been deleted by striking through and replaced with the words "11739050".

Party represented (where signed by solicitor): Transferor, Peter Thomas Sherwood and Transferee, Peter Thomas Sherwood

.....
Authorised person's or Solicitor's Signature

MELINDA KATE LEACY
SOLICITOR

Title References 15925180 and to issue from 11739050 and 15925180

The Grantor and the Grantee agree on the following terms:

1. Definitions and interpretation

1.1 In this Easement unless the context otherwise indicates:

- (a) **"Business Day"** means any day other than a Saturday, Sunday or public holiday in the place where an act is to be performed or a payment is to be made;
 - (b) **"Development"** means a predominately residential development consisting of a number of high rise buildings and associated common property, facilities and services to be carried out on the Dominant Tenement, the Grantor's Land and other adjoining or nearby land in stages.
 - (c) **"Dominant Tenement"** means the land described as the Dominant Tenement in Item 2 of the Form 9 and includes any part of that land having the benefit of this Easement;
 - (d) **"Easement"** means this Schedule and the Form 9 and includes any annexures;
 - (e) **"Grantee"** means the person named in Item 5 of the Form 9 and includes the executors, administrators, successors (including any body corporates and its members) and permitted assigns of the Grantee and persons authorised by the Grantee;
 - (f) **"Grantor"** means the person named in Item 1 of the Form 9 and includes the executors, administrators, successors and permitted assigns of the Grantor;
 - (g) **"Grantor's Land"** means Lot 13 on RP 81335, County of Stanley, Parish of North Brisbane and any subsequent land of which the Servient Tenement forms part;
 - (h) **"Grantor's Land Stage"** means that portion of the Development to be carried out on the Grantor's Land;
 - (i) **"Purpose"** means rights of pedestrian access with or without pets.
 - (j) **"Roadway"** means any road, path, stairs or track for the carriage of people located upon the Servient Tenement;
 - (k) **"Servient Tenement"** means the land described as the Servient Tenement in Item 2 of the Form 9 and includes any part of that land subject to the burden of this Easement;
 - (l) **"Traffic"** means the passage of any person;
 - (m) **"Works"** means any works undertaken by the Grantor for the:
 - (i) construction, repair or maintenance or replacement of:
 - (A) the Roadway; or
 - (B) any services running on or under the Servient Tenement (servicing the Grantor's Land);
 - (ii) the construction of the Development; and
 - (iii) the building of any improvements on the Grantor's Land (other than the Servient Tenement) by the Grantor.
- 1.2 References to a person include a corporation, partnership, incorporated association, body corporate, unincorporated body, instrumentality of the Crown and any statutory, public or local authority.

Title References 15925180 and to issue from 11739050 and 15925180

1.3 References to a corporation have the same meaning as in the *Corporations Act 2001* (Cth).

1.4 References to any statute or statutory provision include all consolidations, re-enactments and substitutions thereof all as amended from time to time and the regulations, by-laws and orders for the time being in force thereunder.

1.5 Words importing any gender include all other genders.

1.6 Words importing the singular include the plural and vice versa.

1.7 Headings are inserted for convenience only and do not affect interpretation.

1.8 Reference to parts and clauses shall be construed as references to parts and clauses of this Easement.

1.9 "Including" and similar expressions are not words of limitation.

2. Grant of Easement

The Grantor grants to the Grantee and the general public (in common with the Grantor and others now or hereafter having a grant or right) an easement for the Purpose.

3. Background of this Easement

3.1 The Grantor and Grantee acknowledge that:

- (a) the Grantor is required to grant this Easement as a condition of a development approval for reconfiguration;
- (b) this Easement is intended to be a temporary arrangement granting the Grantee access over the Servient Tenement until commencement of construction of the Grantor's Land Stage;
- (c) the Grantor intends to undertake the Development progressively;
- (d) the Works include construction of the Development, of which the Servient Tenement forms part;
- (e) the Roadway will be constructed as part of the initial stages of the Development;
- (f) the Roadway may be obstructed and/or removed as part of the carrying out the Grantor's Land Stage; and
- (g) following completion of the construction of the Grantor's Land Stage, the Grantee must surrender the Easement. It is anticipated that this will occur as part of the titling arrangements for the Grantor's Land Stage but may be required prior to this.

3.2 The Grantee must do all things necessary to give effect to the matters and intentions set out in clause 3.1 and to effect the registration in the Queensland Land Registry of a surrender of this Easement including signing any Queensland Land Registry forms, passing all necessary body corporate resolutions and giving those forms and resolutions to the Grantor within 10 Business Days after request to enable this Easement to be surrendered when required by the Grantor as anticipated by this clause.

4. Grantor's covenants

3.1 Subject to the terms of this Easement, the Grantor must:

- (a) not prevent or restrict the Grantee in the exercise of the rights granted by this Easement; and
- (b) ensure that the Roadway is kept in good and trafficable condition.

Title References 15925180 and to issue from 11739050 and 15925180

5. Grantee's rights and obligations

5.1 The Grantee:

- (a) must cause as little inconvenience as practicable to the Grantor and/or any occupier of the Grantor's Land and the Servient Tenement;
- (b) must cause no damage to the Grantor's Land and the Servient Tenement and any improvement on them;
- (c) must make good any damage caused by the Grantee to the Grantor's Land and the Servient Tenement and any improvements on them (including collateral damage);
- (d) must not hinder or allow any persons to hinder the flow of Traffic;
- (e) must not bring or leave on the Servient Tenement any offensive, hazardous or dangerous substance or thing or anything which is or may become a danger, nuisance, annoyance or inconvenience to the Grantor or other occupants of the Grantor's Land or any adjacent land; and
- (f) must not object to the Grantor carrying out Works, obstruction of the Roadway or any other matters set out in this Easement.

6. General

6.1 The Grantor and Grantee acknowledge that:

- (a) the benefit of this Easement will extend to and include the general public, tenants, servants, agents, workmen, visitors, licensees and all other persons claiming through or under the Grantee as if each of those persons are the Grantee; and
- (b) the burden of this Easement will bind the Grantor's personal representatives, successors and assigns.

7. Costs of construction and maintenance

7.1 The Grantor must keep public liability insurance (for an amount not less than \$10,000,000.00 per event) and general all risks insurance in respect of the Servient Tenement and improvements on the Servient Tenement.

7.2 The Grantee is not required to contribute to expenses and costs incurred by the Grantor in relation to carrying out the Works, constructing, repairing, maintaining, replacing and insuring the Servient Tenement or landscaping on the Servient Tenement unless the expenses and costs are caused by the Grantee's use or misuse of the Servient Tenement.

7.3 Any contribution to be made by the Grantee pursuant to sub-clause 2 must be paid to the Grantor within 14 days of receipt by the Grantee of written evidence of the expenses and costs of the Grantor.

8. Notices

8.1 A notice, approval, consent or other communication in connection with this Easement:

- (a) must be in writing;
- (b) may be given by a party or its solicitor;
- (c) must be:
 - (i) delivered to the party's registered or last known address;
 - (ii) sent by prepaid ordinary post to the party's registered address; or
 - (iii) sent to the facsimile number of a party as notified in writing by the parties; and

Title References 15925180 and to issue from 11739050 and 15925180

(d) is treated as received:

- (i) in the case of a delivered letter, at the time and on the date that the letter is delivered and receipt is acknowledged;
- (ii) in the case of a posted letter, on the second Business Day after it was posted; and
- (iii) in the case of a facsimile, on production of a transmission report by the sending machine which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient without error.

9. Variation

9.1 A variation of the Easement must be in writing and signed by both the Grantor and the Grantee.

10. Indemnity

10.1 Each party indemnifies the other against any loss which occurs as a result of the other party's failure to strictly observe or perform the provisions of this Easement.

11. Governing law

11.1 The laws of Queensland govern this Easement.

12. COSTS AND DUTY

12.1 The Grantee must pay the cost of transfer duty on this Easement.

12.2 The Grantor and Grantee must pay their own costs of and incidental to the preparation, negotiation and signing of this Easement.

12.3 The Grantee must pay any lodgement fee required to register the Easement with the Queensland Land Registry.

GENERAL CONSENT

1. Lot on Plan Description	County	Parish	Title Reference
Lot 13 on RP 81335	Stanley	North Brisbane	15925180
Lot 101 on SP 143465	Stanley	North Brisbane	To issue from 11739050
Lot 102 on SP 143465	Stanley	North Brisbane	To issue from 11739050 and 15925180

2. Instrument/document being consented to

Instrument/document type Easement

Dated 6 September 2012

Names of parties Peter Thomas Sherwood

3. Instrument/document under which consent required

Instrument/document type Caveat

Dealing No. 713825832

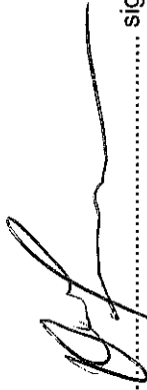
Name of consenting party Metro (Brunswick Street) Pty Ltd A.C.N. 142 820 040

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

Metro (Brunswick Street) Pty Ltd A.C.N. 142 820 040 by its
duly constituted Attorney Steven Thomas Trevor Henderson
who declares he has not received Notice of Revocation of
Power of Attorney No. 713429800


..... signature

Michael John Cameron
Solicitor
..... 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)

2 / 10 / 2012

Execution Date

.....
Consenting Party's Signature

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W, see the department's website

FORM 9 Version 2

Land Title Act 1994 and Land Act 1962

EASEMENT

QUEENSLAND LAND REGISTRY

Page No. 1 of 4

700612267



700829619

\$87.00

\$87.00

30/08/1995 09:44

BE 600

EASEMENT

Stamp Duty Imprint

1. Grantor

BRISBANE CITY COUNCIL

Lodger Name, address & phone number LODGER CODE 1

LAR:CH 225 4759

(0)253/31/1-1603/94(P1)

2. Description of Lot

County

Parish

Title Reference

Servient tenement (burdened land)

Lot 2 on RP881617

Stanley

North Brisbane

SEE ATTACHED LIST

Dominant tenement (benefitted land)

* not applicable if easement in gross

Lot 1 on RP881617

3. Interest being burdened

Fee Simple

4. Interest being benefitted * not applicable if easement in gross

Fee simple

5. Grantee

Given Names

Surname Company Name and Number

(include territory if more than one)

KURTS DEVELOPMENTS LIMITED

N/A

A.C.N. 010 422 241

6. Consideration

In compliance with conditions of approval imposed by Brisbane City Council in respect of RP881617

7. Purpose of easement

Access

REGISTERED

31 AUG 1995

EXAM INITS

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 the grantee covenant with each other in terms of the attached schedule.

Witnessing Officer

Execution Date

Grantor's Signature

ANDREW TERENCE REID

signature

30/8/95

A JUSTICE OF THE PEACE

full name

The Seal of BRISBANE CITY COUNCIL was hereunto affixed this 30th day of March 1995, by me ANDREW TERENCE REID, being the proper officer to affix such seal.

A. T. REID

Witnessing Officer

Execution Date

Grantee's Signature

ANDREA ELLEN CHAYLER

signature

17/3/95

full name

COMMISSIONER OF LANDS

qualification

as per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C Dec)

Title Reference - 11627130, 11839202, 11920232, 13328220, 13328221, 13328222, 13328223, 13328224, 13328225, 13900103, 13900104, 13900105, 13900106, 13900107, 13900108, 13900109, 13900110, 13900111, 13900112, 13900113, 13900213, 13900214, 13900215, 14622054, 15144144 and 15144145

Title References

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This is the Schedule referred to in* EASEMENT dated the
day of 1995.

*Insert
type of
instrument

BRISBANE CITY COUNCIL (hereinafter called "the Grantor") and
(hereinafter called "the Grantee") DO HEREBY COVENANT AND
AGREE with each other in the following terms:-

1. The Grantor hereby grants and transfers to the Grantee the full and free right and liberty for the Grantee (in common with the Grantor and all others having or to whom the Grantor shall hereafter give a like right to go, pass and repass over and across the servient tenement described in Item (2) hereof, which land is hereinafter called "the servient tenement") from time to time and at all times hereafter by day or by night to go, pass and repass with or without vehicles of any description into and out of and from the dominant tenement described in Item (2) hereof, which land is hereinafter called "the dominant tenement", over and across the servient tenement for all purposes connected with the use and enjoyment of the dominant tenement but not for any other purpose whatsoever.

2. The Grantee will at the cost and expense of the Grantee keep the servient tenement open and in a trafficable condition for the passage of vehicles as aforesaid.

3. The benefit and burden of this Grant of Easement and of the covenants and agreements contained herein shall pass with and bind the dominant and servient tenements respectively so as to enure for the benefit of and bind all persons deriving title thereto from or under the Grantee and the Grantor respectively and that on ceasing to be the registered proprietors of the dominant and the servient tenements respectively KURTS DEVELOPMENTS LIMITED and the BRISBANE CITY COUNCIL respectively shall be under no further liability for any event or occurrence thereafter or be entitled to the benefits hereof thereafter but without prejudice to the rights and obligations of either party in respect of any antecedent breach.

4. Where the context so admits or requires:-

- (a) the expression "the Grantor" shall include the transferees and assigns of the Grantor and the registered proprietor or proprietors, owner or owners (and their and each of their respective successors, executors, administrators and assigns as the case may be) and the occupier or occupiers for the time being of the servient tenement and its or their respective servants and licensees; and

Title Reference: 11627139, 11839202, 11920232, 13328220, 13328221, 13328222, 13328223, 13328224, 13328225, 1390010, 13900104, 13900105, 13900106, 13900107, 13900108, 13900109, 13900110, 13900111, 13900112, 13900113, 13900213, 13900214, 13900215, 14622054, 15144144 and 15144145

- (b) the expression "the Grantee" shall include the respective transferees and assigns of the Grant and the registered proprietor or proprietors, owner or owners (and their and each of their respective successors, executors, administrators and assigns as the case may be) and the occupier or occupiers for the time being of the dominant tenement and its or their respective servants and licensees; and
- (c) Words importing the singular number include the plural number and vice versa and words importing any gender include the other genders and words importing only persons include corporations and/or associations and/or bodies and vice versa in each respective case.

GRWAJO