

Queensland Titles Registry Pty Ltd  
ABN 23 648 568 101

<b>Title Reference:</b> 50793521	<b>Search Date:</b> 10/06/2022 09:50
<b>Date Title Created:</b> 04/12/2009	<b>Request No:</b> 41334178
<b>Previous Title:</b> 18014121	

**ESTATE AND LAND**

Estate in Fee Simple

LOT 1 SURVEY PLAN 231749

Local Government: BRISBANE CITY

**REGISTERED OWNER**

Dealing No: 721715182 26/05/2022

LIMITLESS RESIDENTIAL NO.9 PTY LTD A.C.N. 658 934 260

**EASEMENTS, ENCUMBRANCES AND INTERESTS**

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 16616089 (Lot 631 on CP SL801514)
2. EASEMENT No 601401144 (H691384) 05/09/1985  
BURDENING THE LAND  
TO PORTION 645  
OVER EASEMENT A ON RP201549
3. BUILDING MANAGEMENT STATEMENT No 710148022 01/12/2006 at 11:13  
benefiting and burdening the lot
4. AMENDMENT No 714430919 24/04/2012 at 15:48  
BUILDING MANAGEMENT STATEMENT: 710148022
5. BUILDING MANAGEMENT STATEMENT No 710148143 01/12/2006 at 11:24  
benefiting and burdening the lot
6. AMENDMENT No 713625938 14/12/2010 at 15:20  
BUILDING MANAGEMENT STATEMENT: 710148143
7. EASEMENT No 712867368 16/11/2009 at 12:33  
benefiting the land over  
LOT 2 ON SP231749
8. MORTGAGE No 721715183 26/05/2022 at 13:33  
I-XPLORE PTY LTD A.C.N. 005 884 033 TENANTS IN COMMON 1/2  
J & A VAUGHAN SUPER PTY LTD A.C.N. 157 686 505  
TENANTS IN COMMON 1/2

**ADMINISTRATIVE ADVICES**

NIL

**UNREGISTERED DEALINGS**

NIL

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current Title Search \*\*

H691384

GRANT OF EASEMENT

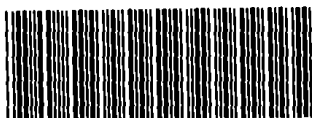
MEMORANDUM OF ENCUMBRANCES LIENS INTERESTS

Subject to Bill's Mortgage No 678890

Grantor

RANMAC PTY LTD

Grantee



601401144

H691384

EASEMENT

Particulars entered in the Register

Book Volume ~~6657~~ Folio ~~176~~  
the 6657 day of 176

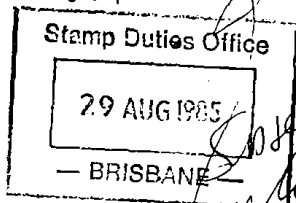
1985 at Brisbane

21 APR 1986

Registrar of Titles

88846

53



H678890

John,

Can you please get it to get the title to put it on there with the mortgage charges with the deed.

BILL OF MORTGAGE dated 7/8/85 No H678890

As Mortgagee under Bill of Mortgage dated 7/8/85 WESTPAC BANKING CORPORATION hereby consents to the within Grant of Easement.

DATED this twenty-eighth day of February, 1986.

WESTPAC BANKING CORPORATION By its Attorney(s)

Leith Lyon Wintour Acting in place of Manager Legal of the Queensland Division

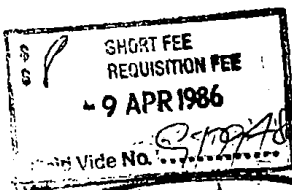
Terence Maurice Kirwan Acting in place of Manager Services of the Queensland Division

Witness: A Justice of the Peace

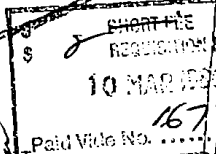
6657/176

NAB

deed mentioned



RECEIVED REGISTER OF TITLES 5 SEP 5 5 1986



DBACON... Solicitors 8th Floor 30 Queen Street BRISBANE Telephone 221.7750 (NAB 442)

Ref to 276 Colman's... Servd registered (657/76) Deed... (1/11/85)

Bill of Mortgage... (1/11/85) (21/3/86)



- (b) at its own expense make good any damage howsoever caused to any improvements or of any description in or upon or adjacent to the servient tenement;
- (c) indemnify and hold the Grantor indemnified from and against any actions claims demands losses damages costs and expenses which the Grantor may sustain or incur or for which the Grantor may become liable.

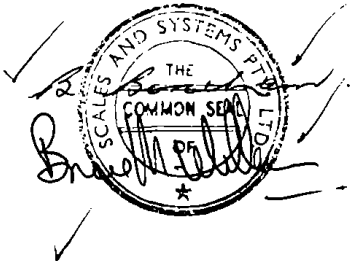
3. The parties hereto agree that should the building of the dominant tenement be demolished at any time whatsoever then the Grantor and the Grantee for the time being shall do all things necessary and sign all such documents and all Deeds as may be necessary to extinguish the Easement and to record the extinguishment of the Easement in the Real Property Office at Brisbane.

4. AND IT IS HEREBY FURTHER AGREED AND DECLARED that the expression "the Grantor" shall where the context so admits or requires include and the transferees and assigns of the Grantor any the registered proprietor or proprietors, owner or owners (and their respective successors, executors, administrators and assigns as the case may be) and the occupier or occupiers for the time being of the premises and the expression "the Grantee" shall where so admits or requires include Ranmac Pty Ltd and the transferees and assigns of the Grantee any the registered proprietor or proprietors, owner or owners (and 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.

5. Words importing the singular number shall include the plural number and vice versa and words importing any gender shall include the other genders and words importing any persons include corporations and associations and/or bodies unincorporate and vice versa in each respective case.

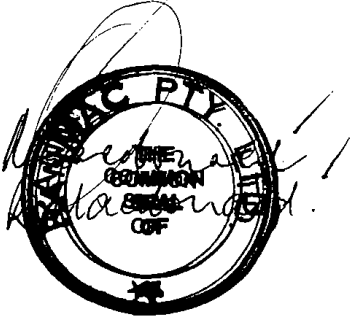
IN WITNESS WHEREOF these presents have been duly executed on the day and year first hereinbefore written.

THE COMMON SEAL of )  
as Grantor was hereunto )  
affixed this 12<sup>th</sup> )  
day of August 85 )  
by authority of the Board )  
of Directors in the presence )  
of Bruce Boncham )  
and Bruce McKerric Williams )  
both Directors and in the )  
presence of: )



A JUSTICE OF THE PEACE.

THE COMMON SEAL of )  
RANMAC PTY LTD )  
as Grantee was hereunto )  
affixed this 15<sup>th</sup> )  
day of August 85 )  
by authority of the Board )  
of Directors in the presence )  
of Ronald N. Visser )  
and Rosemary M. Denard )  
both Directors and in the )  
presence of: )



~~A JUSTICE OF THE PEACE.~~

CORRECT FOR THE PURPOSES OF REGISTRATION

*[Handwritten signature]*

Solicitors for the Grantor

CORRECT FOR THE PURPOSES OF REGISTRATION

*[Handwritten signature]*

Solicitors for the Grantee.

8

QUEENSLAND LAND REGISTRY  
Land Title Act 1994 and Land Act 1994

**EASEMENT**

Form 9 Version 3  
Page 1 of 6



**712867368**

\$124.20  
16/11/2009 12:33

**BE 600**

Duty Imprint

Client No:	1051837	Duties Act 2001
Transaction No:	500-747-860	
Duty Paid \$:	NDP	<input type="checkbox"/> Exempt
UTI \$:		
Date:	3/11/09	Signed:

**1. Grantor** **Lodger** (Name, address & phone number) **Lodger Code**  
 Multiplex Portside Wharf Pty Ltd A.C.N. 099 793 469

2. Description of Easement/Lot on Plan	County	Parish	Title Reference
Servient Tenement (burdened land) Lot 2 on SP 231749	Stanley	Toombul	To issue from 18014121
*Dominant Tenement (benefited land) Lot 1 on SP 231749	Stanley	Toombul	To issue from 18014121

\* not applicable if easement in gross

**3. Interest being burdened** **\*4. Interest being benefited**  
 Fee Simple Fee Simple

\* not applicable if easement in gross

**5. Grantee** Given names Surname/Company name and number (include tenancy if more than one)  
 Multiplex Portside Wharf Pty Ltd A.C.N. 099 793 469

**6. Consideration** **7. Purpose of easement**  
 \$1.00 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
- # ~~the attached schedule and document no.~~ .....
- # ~~document no.~~ .....
- #delete inapplicable words

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

**Witnessing Officer** **Execution Date** **Grantor's Signature**  
 ..... signature / /  
 ..... full name  
 ..... qualification See Enlarged Panel.....  
 (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

**Witnessing Officer** **Execution Date** **Grantee's Signature**  
 ..... signature / /  
 ..... full name  
 ..... qualification See Enlarged Panel.....  
 (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Title Reference to issue from 18014121

**8. Grant/Execution**

The Grantor for the above consideration grants to the Grantee the easement over the servient tenement for the purpose stated in item 7 and the Grantor and Grantee covenant with each other in terms of -

# the attached schedule

# ~~the attached schedule and document no.~~ .....

# document no. ....

#delete inapplicable words

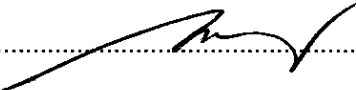
**Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994**

**Witnessing Officer**

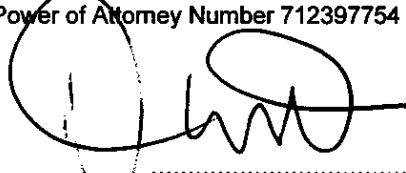
**Execution Date**

**Grantor's Signature**

Multiplex Portside Wharf Pty Ltd ACN 099 793 469 by its duly constituted attorney Jason Damien Warat who declares he has not received notice of revocation of Power of Attorney Number 712397754

 .....

19 11 09



..... full name

MELINDA KATE LEACY

..... SOLICITOR .....

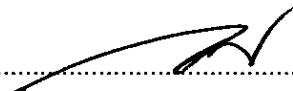
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

**Witnessing Officer**

**Execution Date**

**Grantor's Signature**

Multiplex Portside Wharf Pty Ltd ACN 099 793 469 by its duly constituted attorneys Lee Stewart Butterworth who declares he has not received notice of revocation of Power of Attorney Number 712397754

 .....

19 11 09



..... full name

MELINDA KATE LEACY

..... SOLICITOR .....

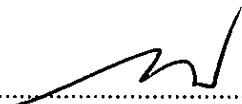
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

**Witnessing Officer**

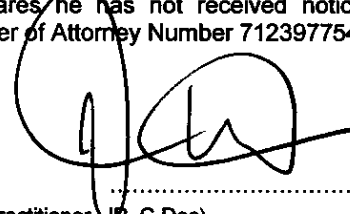
**Execution Date**

**Grantee's Signature**

Multiplex Portside Wharf Pty Ltd ACN 099 793 469 by its duly constituted attorneys Jason Damien Warat who declares he has not received notice of revocation of Power of Attorney Number 712397754

 .....

19 11 09



..... full name

MELINDA KATE LEACY

..... SOLICITOR .....

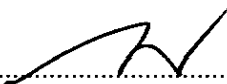
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

**Witnessing Officer**

**Execution Date**

**Grantee's Signature**

Multiplex Portside Wharf Pty Ltd ACN 099 793 469 by its duly constituted attorneys Lee Stewart Butterworth who declares he has not received notice of revocation of Power of Attorney Number 712397754

 .....

19 11 09



..... full name

MELINDA KATE LEACY

..... SOLICITOR .....

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

**Title Reference to issue from 18014121**

This is the Schedule referred to in Easement dated the 19 day of October 2009.

**1. Definitions**

In this Easement, unless inconsistent with the subject or context:

"Authorised Users" includes:

- (a) The Grantee;
- (b) The Grantee's tenants, licensees and other lawful occupiers of the Dominant Tenement; and
- (c) Visitors, customers, invitees, employees, contractors, workmen and agents of those persons specified in Paragraphs (a) and (b).

"Dominant Tenement" means the land described as Dominant Tenement in Item 2 of the Form 9 to which this Schedule is annexed.

"Easement" means the Form 9 to which this Schedule is annexed.

"Grantee" means the party or parties described as the Grantee in Item 5 of the Form 9 to which this schedule is attached and shall include the successors and assigns of the Grantee.

"Grantor" means the party or parties described as the Grantor in Item 1 of the Form 9 to which this schedule is attached and shall include the successors and assigns of the Grantor.

"Servient Tenement" means the land described as Servient Tenement in Item 2 of the Form 9 to which this Schedule is annexed.

**2. Interpretation**

2.1 In the interpretation of the Easement, unless inconsistent with the subject or context:

- (a) words importing the singular number shall be deemed to include the plural number;
- (b) words importing the plural number shall be deemed to include the singular number;
- (c) words importing any gender shall include every gender;
- (d) references to persons shall include natural persons, bodies corporate, corporations sole, government authorities and other entities at law;
- (e) headings in the Easement are included for reference only and shall not be used in the construction or interpretation of this Easement;
- (f) for any word or phrases given a defined meaning in this Easement, any other grammatical form of that word or phrase shall have a corresponding meaning.

**3. Grant of Easement**

3.1 The Grantor grants to the Grantee and Authorised Users the full and free right and liberty for the Grantee and the Authorised Users to access the Dominant Tenement through the Servient Tenement.

3.2 The Grantor grants the Grantee and Authorised Users the full and free right and liberty for the Grantee and the Authorised Users to go, pass and repass over and upon the Servient Tenement with or without motor cars or vehicles of any description for the purposes of accessing the Dominant Tenement.

3.3 The Grantee shall do all within its powers to reasonably ensure that all parties accessing the Servient Tenement act in accordance with the obligations and duties imposed upon the Grantee under this Easement.



**Title Reference to issue from 18014121**

**4. No Obstruction**

4.1 Subject to clause 4.3, the Grantor:

- (a) shall keep the Servient Tenement free from all obstructions except in connection with the normal use of the Servient Tenement;
- (b) shall not cause any hindrance or nuisance on the Servient Tenement;
- (c) shall not do anything on the Servient Tenement that might obstruct access over the Servient Tenement in accordance with clause 3.

4.2 This Clause shall not prevent any vehicles standing in authorised or allocated parking areas.

4.3 The Grantor may interfere with the Grantee's rights under this Easement to facilitate the Grantor's:

- (a) construction of a road, carpark areas and associated streetscapes on the Servient Tenement; and
- (b) construction of carpark basement levels under the Servient Tenement as part of the Portside Wharf Development,

providing that the period of interference is kept, in the circumstances, to a minimum.

**5. Maintenance**

5.1 Subject to clause 4.3 the Grantor shall keep and maintain the Servient Tenement in good and substantial repair, order and condition and in a condition suitable for the use granted by this Easement. The costs of all such maintenance and any replacement of the surface, structures, equipment, plant and surrounds of the Servient Tenement shall be borne by the registered proprietors for the time being and from time to time of the Servient Tenement.

**6. Benefit and Burden of Easement**

6.1 The benefit and burden of this Easement and the covenants, agreements and stipulations it contains shall pass with and bind the Dominant Tenement and the Servient Tenement respectively so as to enure for the benefit of and bind all persons deriving title through to or under the Grantee and the Grantor respectively and on ceasing to be the registered owners of the Servient Tenement and the Dominant Tenement respectively, the Grantor and the Grantee shall be under no further liability for any event or occurrence, or be entitled to the benefit without prejudice to the rights and obligations of either party in respect of any antecedent breach under this Easement.

**7. Production of Instruments of Title**

7.1 Each of the parties will when reasonably required to do so by the other of them produce to the Registrar of Titles or other appropriate officer the relevant instrument of title to the land of which they are registered owner to enable this Easement to be registered and each of the parties will respectively obtain any consents which may be required from any person or persons having any interest in either the Dominant or Servient Tenements respectively to which such party is entitled which may be necessary to enable this Easement to be registered. Each party will pay their own costs for compliance with this clause including any mortgagee's consent fees and production fees.

**8. Indemnity**

8.1 The Grantor and the Grantee shall indemnify and keep indemnified the other in respect of any loss, damage, claims, liabilities, demands and expenses of whatever nature suffered or incurred by the other as a result of, in connection with or in respect to the Grantor's or the Grantee's failure to strictly observe and perform the provisions of this Easement.

**Title Reference to issue from 18014121**

**9. General**

**9.1 Notices**

Any notice or other document served or given by any party to the other shall be validly given if executed by a party or by a party's solicitors or by a Director, Manager, Secretary or Managing Agent of any party and either served personally or posted by pre-paid mail to the other party at the other party's last known address or registered office in Queensland.

**9.2 Writing and Copies**

References to writing shall include typing, facsimile and other means of reproducing words in a permanent and visible form. References to copies shall mean fully legible copies in a permanent form.

**9.3 Modification by Legislation**

The provisions of any statute which alter the effect of any provisions of this Easement shall not apply to this Easement so far as this lawfully can be done.

**9.4 Sever Obligations**

If any provisions of the Easement cannot be given effect or full force and effect by reason of statutory invalidity, that provision shall be severed or read down so as to maintain and uphold as far as possible the remaining provisions of this Easement

**9.5 Governing Law**

Despite the domicile or residence of any of the parties to this Easement the Parties:

- (a) agree that this Easement shall be governed by and constituted in all respects in accordance with the law of the State of Queensland; and
- (b) submit to the non-exclusive jurisdiction of the Courts of the State of Queensland with respect to any legal proceedings relating to this Easement.

**9.6 Reference to Statute**

Any reference to a statute is to be construed as including all amendments, consolidations, rules, by-laws, proclamations, orders and other authorities under the statute.

**9.7 Variations**

No variation, modification or waiver of any provision in this Easement, nor consent to any departure by any party from any such provisions, shall in any event be of any effect unless it is in writing, signed by the parties or (in the case of waiver) by the party giving it and then any such variation, modification, waiver or consent shall be effective only to be extent to or for which it may be made or given.

**9.8 Waivers**

No failure, delay, relaxation or indulgence on the part of any party in exercising any power or right conferred upon such party in terms of this Easement shall operate as a waiver of such or right nor shall any single or partial exercise of any such power or right nor any single failure to do so, preclude any other or future exercise thereof, or the exercise of any other power or right under this Easement.

**Title Reference to issue from 18014121**

**9.9 Further Assurances**

Each party to this Easement shall do, sign and execute all deeds, schedules, acts, documents and things as may reasonably be required by the other party so as to carry out and give effect to the terms and intentions of this Easement effectively and to perfect, protect and preserve the rights of the other parties hereunder whether before or after completion.

**9.10 Liabilities**

If any party consists of more than one person then the liability of those persons in all respects under this Easement shall be a joint liability of all those persons and liability of each of those persons severally.

**9.11 Costs**

Subject to any express particular provision to the contrary elsewhere in this Easement contained, each party shall bear its own costs (including legal costs) of and incidental to the preparation, negotiation and execution of this agreement, provided that the Grantor shall be responsible for all duties assessed on this Easement and any registration fees.

1. Lot on Plan Description	County	Parish	Title Reference
LOT 2 ON SP 231749	STANLEY	TOOMBUL	To issue from 18014121

2. Instrument/document being consented to

Instrument/document type EASEMENT

Dated 19/10/09

Names of parties MULTIPLEX PORTSIDE WHARF PTY LTD A.C.N. 099 793 469 AS GRANTOR AND MULTIPLEX PORTSIDE WHARF PTY LTD A.C.N. 099 793 469 AS GRANTEE

3. Instrument/document under which consent required

Instrument/document type

Dealing No.

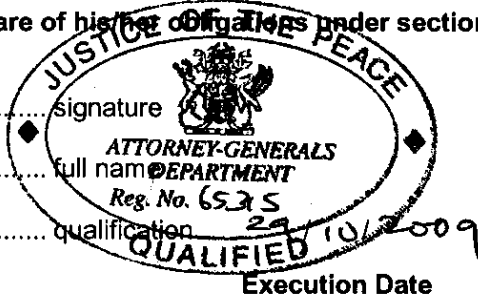
Name of consenting party URBAN LAND DEVELOPMENT AUTHORITY

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

Sh Woodrow  
Shannon Woodrow  
JP (Qual)



PAUL EAGLES  
Chief Executive Officer

Witnessing Officer

Execution Date

Consenting Party's Signature

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

..... signature

..... full name

..... qualification / /

Witnessing Officer

Execution Date

Consenting Party's Signature

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

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.

1. Lot on Plan Description	County	Parish	Title Reference
LOT 2 ON SP 231749	Stanley	Toombul	To issue from 18014121

2. Instrument/document being consented to

Instrument/document type EASEMENT

Dated 14/10/09

Names of parties MULTIPLEX PORTSIDE WHARF PTY LTD A.C.N. 099 793 469 AS GRANTOR AND  
MULTIPLEX PORTSIDE WHARF PTY LTD A.C.N. 099 793 469 AS GRANTEE

3. Instrument/document under which consent required

Instrument/document type Mortgage

Dealing No. 712162066

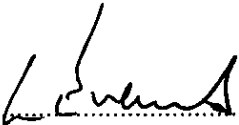
Name of consenting party Permanent Custodians Limited A.C.N. 001 426 384

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

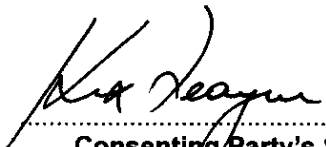
EXECUTED on behalf of PERMANENT  
CUSTODIANS LIMITED A.C.N. 001 426 384  
by its attorney, KIM LESLIE TEAGUE, Partner  
of Bain Gasteen Lawyers under Power of  
Attorney No. 709319308, the attorney  
certifying that he has no notice of revocation  
of the Power of Attorney.

  
.....signature  
**Lachlan Andrew Ramsay Evans**  
.....full name  
**Solicitor**  
.....qualification

Witnessing Officer

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

13/11/09  
Execution Date

  
.....  
Consenting Party's Signature

Privacy Statement

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Department of Environment and Science (DES)  
ABN 46 640 294 485  
400 George St Brisbane, Queensland 4000  
GPO Box 2454 Brisbane QLD 4001 AUSTRALIA  
www.des.qld.gov.au

**SEARCH RESPONSE**  
**ENVIRONMENTAL MANAGEMENT REGISTER (EMR)**  
**CONTAMINATED LAND REGISTER (CLR)**

Transaction ID: 50788136    EMR Site Id: 87628    17 June 2022  
This response relates to a search request received for the site:  
Lot: 1    Plan: SP231749

**EMR RESULT**

The above site IS included on the Environmental Management Register.

The site you have searched has been subdivided from the following site, which IS included on the EMR or the CLR.

Lot: 631    Plan: SL801514  
Address: 5 HERCULES STREET  
HAMILTON 4007

The site has been subject to contamination from a hazardous contaminant as follows:

HAZARDOUS CONTAMINANT - This site has been subject to a hazardous contaminant. Refer to the summary given below.

Pb up to 350mg/kg, Cr up to 170mg/kg, Zn up to 6210mg/kg; Cu up to 570mg/kg; DDT & derivatives up to 3.4mg/kg

**CLR RESULT**

The above site is NOT included on the Contaminated Land Register.

**ADDITIONAL ADVICE**

All search responses include particulars of land listed in the EMR/CLR when the search was generated.

The EMR/CLR does NOT include:-

1. land which is contaminated land (or a complete list of contamination) if DES has not been notified
2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DES has not been notified

If you have any queries in relation to this search please email [emr.clr.registry@des.qld.gov.au](mailto:emr.clr.registry@des.qld.gov.au)

**Administering Authority**