

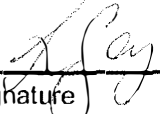
4 September 2023

Dear Sir / Madam,

RE: Land Owner's Consent to lodgement of a Priority Development Application (PDA) under Section 82 of the *Economic Development Act 2012* on land at Lot 23 on RP9941 and 24 on SP276528 at 15-21 Wren Street, Bowen Hills

We, *Glenfelp Pty Ltd (A.C.N. 010 530 588)*, as the registered owner of the land located at 15 Wren Street, Bowen Hills, formally described as Lot 23 on RP9941, hereby consent to the lodgement of a PDA development application by *Wren Street Health Investments Pty Ltd* over the abovementioned properties for Material Change of Use.

Yours sincerely,



Signature

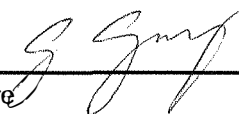
LIZABETH GAY

Name:

DIRECTOR

Position:

Date: *12 February 2024*



Signature

Geoffrey Gay

Name:

DIRECTOR + SECRETARY

Position:

Date: *12th February 2024*

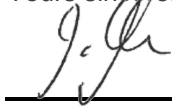
05 February 2024

Dear Sir / Madam,

RE: Land Owner's Consent to lodgement of a Priority Development Application (PDA) under Section 82 of the *Economic Development Act 2012* on land at Lot 23 on RP4491 and 24 on SP276528 at 15-21 Wren Street, Bowen Hills

We, *Wren Street Health Investments Pty Ltd* (A.C.N. 624 003 176), as the registered owner of the land located at 7 Wren Street, Bowen Hills, formally described as Lot 24 on SP276528, hereby consent to the lodgement of a PDA development application by *Wren Street Health Investments Pty Ltd* over the abovementioned properties for Material Change of Use.

Yours sincerely,



Signature

Signature

Ian Jordan

Name:

Name:

Director

Position:

Position:

Date: 05/02/2024

Date:

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 45562396
Search Date: 04/09/2023 13:39

Title Reference: 13340192
Date Created: 19/10/1960

Previous Title: 10552202

REGISTERED OWNER

Dealing No: 702832415 10/08/1998

GLENFELP PTY.LTD. A.C.N. 010 530 588

ESTATE AND LAND

Estate in Fee Simple

LOT 23 REGISTERED PLAN 9941
Local Government: BRISBANE CITY

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19561188 (POR 107)
2. MORTGAGE No 702832418 10/08/1998 at 08:42
NATIONAL AUSTRALIA BANK LIMITED A.C.N. 004 044 937
3. TRANSFER No 708314568 22/12/2004 at 10:06
MORTGAGE: 702832418
BENDIGO BANK LIMITED A.B.N. 11 068 049 178
4. MORTGAGE No 708475982 03/03/2005 at 09:07
BENDIGO BANK LIMITED A.B.N. 11 068 049 178
5. MORTGAGE No 709208836 12/12/2005 at 14:53
BENDIGO BANK LIMITED A.B.N. 11 068 049 178

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2023]
Requested By: D-ENQ DYE & DURHAM

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 45562259
Search Date: 04/09/2023 13:33

Title Reference: 50986153
Date Created: 17/04/2015

Previous Title: 10650066
12153190
12606192
15607239
18706215
50976254

REGISTERED OWNER

Dealing No: 718846942 29/06/2018

WREN STREET HEALTH INVESTMENTS PTY LTD
A.C.N. 624 003 176

ESTATE AND LAND

Estate in Fee Simple

LOT 24 SURVEY PLAN 276528
Local Government: BRISBANE CITY

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19561188 (POR 107)
2. EASEMENT IN GROSS No 721090576 14/09/2021 at 10:16
burdening the land
ENERGEX LIMITED A.C.N. 078 849 055
over
EASEMENT B ON SP323343
3. EASEMENT IN GROSS No 721195965 22/10/2021 at 15:25
burdening the land
CENTRAL SEQ DISTRIBUTOR-RETAILER AUTHORITY
over
EASEMENTS BA, BB AND BC ON SP326035
4. EASEMENT IN GROSS No 721596906 04/04/2022 at 16:26
burdening the land
BRISBANE CITY COUNCIL
over
EASEMENT AA ON SP326034
5. EASEMENT No 721596907 04/04/2022 at 16:26
burdening the land to
LOT 4 ON RP9941
OVER EASEMENT AB ON SP326034

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 45562259

Search Date: 04/09/2023 13:33

Title Reference: 50986153

Date Created: 17/04/2015

EASEMENTS, ENCUMBRANCES AND INTERESTS

6. EASEMENT IN GROSS No 721596908 04/04/2022 at 16:26
burdening the land
BRISBANE CITY COUNCIL
over
EASEMENT AC ON SP326034
7. MORTGAGE No 721655299 29/04/2022 at 16:14
MCH AGENCY SERVICES PTY LTD A.C.N. 636 392 928

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2023]
Requested By: D-ENQ DYE & DURHAM



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)

Dye Durham
550 Bourke Street
Melbourne VIC 3000

Transaction ID: 50882730 EMR Site Id: 04 September 2023
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 24 Plan: SP276528
7 WREN ST
BOWEN HILLS

EMR RESULT

The above site is NOT included on the Environmental Management Register.

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

Administering Authority



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)

Dye Durham
550 Bourke Street
Melbourne VIC 3000

Transaction ID: 50882731 EMR Site Id: 04 September 2023
Cheque Number:
Client Reference:

This response relates to a search request received for the site:

Lot: 23 Plan: RP9941
15 WREN ST
BOWEN HILLS

EMR RESULT

The above site is NOT included on the Environmental Management Register.

CLR RESULT

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

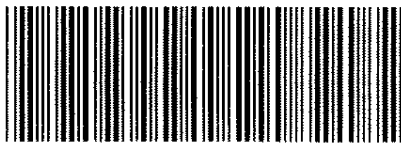
ADDITIONAL ADVICE

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

Administering Authority



721090576

\$197.00

14/09/2021 10:16

BE 601

Duty Imprint

Client No: 1 0 5 1 3 2 9 *Duties Act 2001*

Transaction No: 5 2 2 - 3 3 7 - 2 8 6

Duty Paid \$ 0.00 Exempt

UTI \$ 0.00

Date: 13/9/21 Signed: *[Signature]*

1. Grantor	Lodger (Name, address, E-mail & phone number)	Lodger Code
WREN STREET HEALTH INVESTMENTS PTY LTD ACN 624 003 176	Nicholsons Solicitors GPO Box 454 Brisbane Qld 4001 Email: psm@nicholsons.com.au Te: 07 3226 3944 Ref 201024	250A

2. Description of Easement/Lot on Plan	Title Reference
Servient Tenement (burdened land) Easement B (Restricted) in Lot 24 on SP 276528 on SP 323343	50986153
*Dominant Tenement (benefited land) Not Applicable	
≠not applicable if easement in gross	

3. Interest being burdened	*4. Interest being benefited
Fee Simple	Not applicable
≠not applicable if easement in gross	

5. Grantee Given names	Surname/Company name and number	(include tenancy if more than one)
	ENERGEX LIMITED A.C.N. 078 849 055	

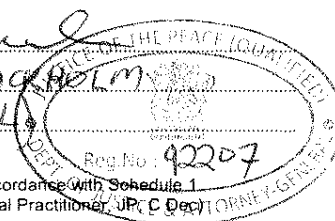
6. Consideration	7. Purpose of easement
\$1.00	Supply of Electricity

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.

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

signature *[Signature]*
 full name ROBYN BACKHELM
 qualification JP (QUAL)
Witnessing Officer
 (Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)



19/07/2021
Execution Date

[Signature]
 director
 director/secretary
 Wren Street Health Investments Pty Ltd ACN 624 003 176
Grantor's Signature

signature *[Signature]*
 full name MELISSA NICOLE COSMO
 qualification JP (QUAL) REG NO 1112002
Witnessing Officer
 (Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

08/07/2021
Execution Date

[Signature]
 ENERGEX Limited ACN 078 849 055 by its attorney Kirsten Sellers
 (Town Planning Manager) Energy Queensland Limited ACN 612 535585 under power of attorney no. 720418056
Grantee's Signature

Title Reference 50986153

Recitals

The Parties to this Easement are the Grantor and ENERGEX Limited.

The Grantor and ENERGEX Limited ("**Grantee**") **AGREE** as follows:

1. Definitions and Interpretation

Except to the extent that the context otherwise requires or unless a contrary intention appears, the following terms have the meanings designated:

" Easement Land "	means that portion of the Grantor's land over which the easement is granted and described as the Servient Tenement in Item 2 of the Form 9 Easement;
" electric lines "	means any wire or wires, cables, insulated cables, conductor, materials or other means whatsoever used for the purpose of conveying, transmitting, transforming, controlling, monitoring, measuring or distributing electricity, together with any casing, coating, covering, tube, pipe, conduit, pillar, post, frame, bracket, insulator or materials enclosing, surrounding or supporting the same or any part thereof, or any apparatus connected therewith used by ENERGEX Limited or required to be used by ENERGEX Limited for the purpose of conveying, transmitting, transforming, controlling, monitoring, measuring or distributing electricity by any such means as may be appropriate;
" electricity "	includes but is not limited to electric current, electrical energy and like or related physical qualities;
" ENERGEX Limited "	means the person (" Grantee ") named in Item 5 of the Form 9 Easement and includes its administrators, successors and assigns;
" Incidental Works "	means all access tracks, roads, culverts, ditches, drains, mechanical or electrical devices, gates, markers, concrete pits and other works which ENERGEX Limited considers are required for, in connection with, or ancillary to, the access, construction, maintenance, removal and/or identification of the electric lines;
" Grantor "	means the person named in Item 1 of the Form 9 Easement and includes its administrators, successors and assigns;
" Land "	means the Grantor's land of which the Easement Land forms part; and
" structures "	means any building, improvement, plant, equipment, fixture, fitting, pole, cable, wire, pipe, tower, apparatus or permanent or temporary chattel of any kind whether on, over, in, under, across or through the Easement Land and includes by way of example but is not limited to any dwelling (including any extension or overhang of eaves or guttering), swimming pools, shed, retaining or other wall and lighting.

Headings are for convenience only and do not affect the interpretation or form part of this easement. The singular includes the plural and vice versa. A reference to any gender includes all other genders. Other grammatical forms of defined terms and phrases have a corresponding meaning.

2. The Grant to ENERGEX Limited

2.1 The Grantor grants an easement, which shall be of the same force and effect as a covenant running with the Easement Land in perpetuity, to permit ENERGEX Limited, ENERGEX Limited's

Title Reference 50986153

agents and any other person claiming by, through or under ENERGEX Limited, at all times and in any manner, the right to convey electricity on, over, in, under, and/or through the Easement Land.

2.2 The Grantor expressly authorises ENERGEX Limited and its agents and any other person claiming by, through or under ENERGEX Limited to:

- (a) enter, remain upon and traverse in the Easement Land, with or without vehicles, plant or equipment or chattels of any kind, for any lawful purpose (including preventing or rectifying any infringement by the Grantor of ENERGEX Limited's rights) and, in order to do so, to enter, remain upon and traverse the Land adjoining or adjacent to the Easement Land as is reasonably required by ENERGEX Limited in order to exercise ENERGEX Limited's rights under this grant (as necessary and reasonable for the purpose of the securing of access to and from any dedicated road adjacent or neighbouring the Land); and
- (b) construct electric lines on, in, across and/or through the Easement Land and Incidental Works on the Easement Land;
- (c) use the Easement Land as may be reasonably required to construct, install, inspect, maintain, repair, reconstruct, replace, add to and/ or remove electric lines and/or Incidental Works (in, along or through the Easement Land); and
- (d) enter upon and traverse the Easement Land for the purposes of preventing or rectifying any infringement of ENERGEX Limited's rights under this Easement.

2.3 All electric lines or Incidental Works installed in, across, over and/ or through the Easement Land shall remain the property of ENERGEX Limited.

3. Restrictions on the Grantor

3.1 The Grantor shall not:

- (a) interfere with or damage or place at risk the electric lines or Incidental Works on, in, under, across, through or near the Easement Land; or
- (b) interfere with or obstruct ENERGEX Limited in the exercise and enjoyment of its rights and powers under this easement.

3.2 The Grantor shall not without the prior written consent of ENERGEX Limited (which shall not be unreasonably withheld):

- (a) store or permit the storage or conveyance of flammable fuels or explosive materials in, on or under, across and/or through the Easement Land;
- (b) lay or permit the laying of subterranean services or pipes, cables, wires or the like on, under, over, in, across and/or through the Easement Land;
- (c) alter the Land adjacent to the Easement Land or allow adjacent land to be altered in any way that obstructs ENERGEX Limited in the exercise and enjoyment of its rights and powers under this easement;
- (d) inundate or permit to be inundated any part of the Easement Land;
- (e) light or permit the lighting of fires on or near the Easement Land;
- (f) reside in or permit any person to reside in a structure which may be parked or located on the Easement Land irrespective of whether the Easement Land is part of private property; or
- (g) carry on or permit to be carried on any activity or operation which endangers the safety of the electric lines or Incidental Works or the safe, efficient and/or continuous operation of the same.

3.3 The Grantee agrees that the Grantor may build over the Easement Land and may erect structures (including foundations) on or above the Easement Land provided that those works do not interfere with or damage any property or assets of the Grantee constructed or placed on or in the Easement Land.

4. Obligations of ENERGEX Limited

- (a) ENERGEX Limited in exercising its rights must act reasonably at all times and comply with all relevant laws.

Title Reference 50986153

5. Goods and Services Tax

5.1 Goods and Services Tax

Any Consideration to be paid or provided for any supply made under or in connection with this easement, unless expressly described in this Agreement as including GST, does not include an amount on account of GST.

Despite any other provision in this easement, if a party ('Supplier') makes a Taxable Supply under or in connection with this easement on which GST is imposed:

- (a) the GST exclusive Consideration otherwise payable or to be provided for that Taxable Supply under this easement but for the application of this clause is increased by, and the recipient of the supply ('Recipient') must also pay to the Supplier, an amount equal to the GST payable by the Supplier on that Taxable Supply; and
- (b) the amount by which the GST exclusive consideration is increased must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided. However, the Recipient need not pay any amount referable to GST unless they have received a valid Tax Invoice (or a valid Adjustment Note) for that Taxable Supply.

5.2 Reimbursements

If a payment to a party under or in connection with this Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment must be reduced by the amount of any Input Tax Credit to which that party is entitled for that loss, cost or expense. That party is assumed to be entitled to a full Input Tax Credit unless it proves, before the date on which the payment must be made, that its entitlement is otherwise.

5.3 Adjustment Events

If, at any time, an Adjustment Event arises in respect of any Taxable Supply made by a Supplier under the easement, a corresponding adjustment must be made between the parties in respect of any amount paid pursuant to clause 5.1. Payments to give effect to the adjustment must be made between the parties and the Supplier must issue a valid Adjustment Note in relation to the Adjustment Event.

5.4 GST Group

If a party is a member of a GST Group, references to GST which the party must pay and to Input Tax Credits to which the party is entitled, include GST which the representative member of the GST Group must pay and Input Tax Credits to which the representative member of the group is entitled.

5.5 Non Monetary Consideration

If a supply made under this Agreement is a Taxable Supply made for non-monetary consideration then:

- (a) the Supplier must provide the Recipient with a valid Tax Invoice which states the GST inclusive market value of the non-monetary consideration; and
- (b) for the avoidance of doubt any non-monetary consideration payable under or in connection with this easement is GST inclusive.

5.6 Definitions

Words or expressions used in this clause which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and related imposition and amending Acts have the same meaning in this clause.

Title Reference 50986153

5.7 **Survival**

This clause will continue to apply after expiration or termination of this easement.

6. **Release**

The Grantor releases the Grantee to the full extent permitted by law from all actions, claims and demands of any kind for or resulting from:

- (a) Loss or damage to any property on or about the Land or Easement Land; and
- (b) the death of, or injury to anyone accessing or using the Land or Easement Land,

except to the extent that the death, injury, Loss or damage is caused or contributed to by the Grantee's negligence.

7. **Indemnity by Grantor**

The Grantor indemnifies the Grantee against all actions, claims, demands, Loss, damage, costs and expenses arising from:

- (a) a breach of this document by the Grantor
- (b) any Loss, damage, or injury caused or contributed to by the Grantor using or accessing the Land or Easement Land.

8. **Costs**

Each party must pay its own legal costs and expenses associated with the negotiation, preparation, stamping and registration of this document.

9. **Notice**

- (a) Any notice to be given under this document by one of the parties to the other must be in writing and is given for all purposes by delivery in person, by pre-paid post on the registered office to the receiving party.
- (b) Any notice given in accordance with this document will be deemed to have been duly served in the case of posting at the expiration of two business days after the date of posting.

10. **Variations**

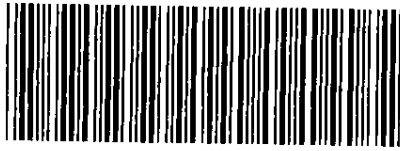
No variations, modification or waiver of any provision in this Easement, nor consent to any departure by any party from any such provisions, shall in any event be of any effect unless it is in writing, signed by the parties or (in the case of waiver) by the party giving it and then any such variation,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

11. **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 this 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.

Duty Imprint



721195965

\$197.00
22/10/2021 15:25

Client No:	1 0 5 1 3 2 9	Duties Act 2001
Transaction No:	522 - 652 - 015	
Duty Paid \$:	Nil	<input type="checkbox"/> Exempt
UTI \$:	Nil	
Date:	22/10/21	Signed: JAR

BE 601

the Department's website.

1. **Grantor**
 WREN STREET HEALTH INVESTMENTS PTY LTD A.C.N.
 624 003 176

Lodger (Name, address, E-mail & phone number) **Lodger Code**
 250A

2. Description of Easement/Lot on Plan Servient Tenement (burdened land) EASEMENT BA IN LOT 24 ON SP276528 ON SP326035 EASEMENT BB IN LOT 24 ON SP276528 ON SP326035 EASEMENT BC IN LOT 24 ON SP276528 ON SP326035	Title Reference TO ISSUE FROM 50986153
---	---

#Dominant Tenement (benefited land)

not applicable if easement in gross
NOT APPLICABLE

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	(include tenancy if more than one)
	CENTRAL SEQ DISTRIBUTOR-RETAILER AUTHORITY ABN 86 673 835 011	

6. **Consideration**
\$1.00

7. **Purpose of easement**
WATER & SEWERAGE PURPOSE

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: document no. 718657892

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

.....signature
full name
qualification
Witnessing Officer

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

.....signature
full name
Diane Coffin
Solicitor
qualification
Witnessing Officer

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

17/7/21
Execution Date

Director
 WREN STREET HEALTH INVESTMENTS PTY LTD
 Director
 Grantor's Signature

11/10/2021
Execution Date

JASJOT Hayer
 SENIOR LEGAL COUNSEL
 Hayer
Grantee's Signature

Executed by CENTRAL SEQ DISTRIBUTOR-RETAILER AUTHORITY by its delegate under section 53 of the South-East Queensland Water (Distribution and Retail Restructuring) Act 2009

EASEMENT

Duty Imprint

721596906

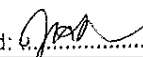
Registration Number

EL 601 \$197.00

04/04/2022 16:26:31

OFFICE USE ONLY

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

Client No: 1 0 5 1 3 2 9 Duties Act 2001
 Transaction No: 5 2 3 - 7 5 3 - 9 9 4
 Duty Paid \$ 0.00 Exempt
 UTI \$
 Date: 25 13 22 Signed: 

1. **Grantor** **Lodger** (Name, address, E-mail & phone number) **Lodger Code**

WREN STREET HEALTH INVESTMENTS PTY LTD
A.C.N. 624 003 176

2. Description of Easement/Lot on Plan	Title Reference
Servient Tenement (burdened land)	
VOLUMETRIC EASEMENT AA IN LOT 24 ON SP276528 ON SP326034	50986153
Dominant Tenement (benefited land)	
N/A	

3. Interest being burdened	4. Interest being benefited
FEE SIMPLE	N/A

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

BRISBANE CITY COUNCIL

6. Consideration	7. Purpose of easement
\$1.00	PUBLIC THOROUGHFARE

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

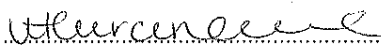
WREN STREET HEALTH INVESTMENTS PTY LTD
A.C.N. 624 003 176

..... signature

..... full name

..... qualification

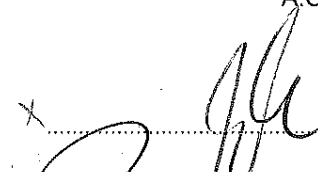
Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)


 signature

Mirsada Turcinovic full name

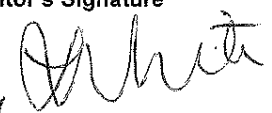
JP (Qual) 121684 qualification

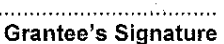
Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

 Director

22/2/22 Execution Date  Director/Secretary

Grantor's Signature

The Seal of BRISBANE CITY COUNCIL was hereunto affixed this 17th day of February 2022 by me JACQUELINE DEANNA WHITE }  J.D. WHITE
I being the proper officer to affix such seal. } **Appointed Officer**

17/02/2022 Execution Date  Grantee's Signature

Title Reference 50986153

The Grantor and the Grantee DO HEREBY COVENANT AND AGREE with each other in the following terms:

1. The Grantor hereby grants to the Grantee, its officers, employees, agents, servants, invitees, the public and licensee the full and free right and liberty for it and them forever to go, pass and repass at all times hereafter by day or by night on foot and on bicycle and on wheelchair (all of which is hereafter referred to as "Pedestrian Traffic") and for all lawful purposes over, along and upon the land described in Item (2) hereof (which land is hereinafter called "the Servient Tenement") or any part thereof and in common with the Grantor and all others having or to whom the Grantor shall hereafter give the like right.
2. The Grantor shall at all times cause the Servient Tenement to be kept free from all obstructions and shall not cause or permit any hindrance or nuisance thereon or do or cause to be done anything thereon such as might obstruct the free-flow of Pedestrian Traffic or permit any rubbish or waste matter to be deposited or remain thereon.
3. The Grantee shall at all times cause the surface of the Servient Tenement to be kept and maintained in good, reasonable and trafficable condition, to the standard required by the Grantor, in its sole discretion.
4. In addition to its other rights, the Grantee is entitled to enter the Servient Tenement with or without vehicles to undertake any works that the Grantee requires to maintain the Servient Tenement and/or, inspect and/or monitor the Servient Tenement.
5. That any notice to be given by the Grantee to the Grantor hereunder shall be deemed to be sufficiently given if the same shall be made in writing for and on behalf of the Grantee by its Town Clerk or the Chief Legal Counsel and be delivered personally to the Grantor or sent by pre-paid post, addressed to the Grantor at its Office for the time being in the City of Brisbane and any notice to be given by the Grantor to the Grantee hereunder shall be deemed sufficiently given if the same shall be made in writing for and on behalf of the Grantor by its General Manager, or other authorised person and be delivered personally to the Grantee or sent by pre-paid post addressed to the Town Clerk or the Chief Legal Counsel, Brisbane City Council, Brisbane and any notice given or sent by post pursuant to this clause shall be deemed to have been received at the time when the letter containing such notice would in the ordinary course of post be delivered.
6. Where the context so admits or requires:
 - (a) the expression "the Grantor" means the Grantor as set out in the Form 9 and shall include the respective 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;
 - (b) the expression "the Grantee" means Brisbane City Council and shall include the successors of the Grantee; 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.
7. The parties agree that the provisions of section 63 of the *City of Brisbane Regulation 2012* shall apply to this Easement.
8. Notwithstanding any other provision of this Easement, the Grantor will not be in breach of this Easement to the extent that the breach was caused, or contributed to, by a grantee of any other registered easement on the land, granted with the knowledge and consent of the Grantee, that intersects or overlaps the Servient Tenement, exercising its rights under the other registered easement.

EASEMENT

721596907
EL 601 \$197.00
04/04/2022 16:26:31

...ing Number

CE USE ONLY

... is authorised by legislation and is records. For more information see

the Department's website.

Duty Imprint

Client No: 1 0 5 1 3 2 9 *Duties Act 2001*

Transaction No: 523 - 754 - 703

Duty Paid \$ 0.00 Exempt

UTI \$

Date: 25/3/22 Signed:

1. Grantor **Lodger** (Name, address, E-mail & phone number) **Lodger Code**

WREN STREET HEALTH INVESTMENTS
PTY LTD A.C.N. 624 003 176

2. Description of Easement/Lot on Plan **Title Reference**

Servient Tenement (burdened land)

VOLUMETRIC EASEMENT AB IN LOT 24 ON SP276528 ON SP326034 50986153

#Dominant Tenement (benefited land) 12941178
not applicable if easement in gross

LOT 4 ON RP9941

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)

BRISBANE CITY COUNCIL

6. Consideration **7. Purpose of easement**

\$1.00 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.

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

WREN STREET HEALTH INVESTMENTS
PTY LTD A.C.N. 624 003 176

..... signature

..... full name

..... qualification

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

Signature

Mirsada Turcinovic full name

JP (Qual) 121684 qualification

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

Director

22/2/22 Execution Date

Director/Secretary
Grantor's Signature

The Seal of BRISBANE CITY COUNCIL was hereunto affixed this 17th day of February 2022, by me JACQUELINE DEANNA WHITE } J.D. WHITE
I being the proper officer to affix such seal. } Appointed Officer

17/02/2022 Execution Date

Grantee's Signature
BRISBANE CITY COUNCIL

Title Reference 50986153

WREN STREET HEALTH INVESTMENTS PTY LTD A.C.N. 624 003 176 (hereinafter called "the Grantor") and BRISBANE CITY COUNCIL (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 at all times and from time to time for the Grantee (in common with the Grantor) to have, lay, construct and thereafter forever to use and maintain on or through the land described in Item (2) hereof (which land is hereinafter called "the Servient Tenement") equipment for infrastructure for the purpose of supplying services (for example, but not limited to, water, or electricity) including all necessary pipes, conduits, wires, cables, plant and all associated equipment and fittings required for the construction, use and maintenance of the infrastructure (hereinafter called "the Services Infrastructure") and uninterrupted access to the Services Infrastructure from the surface of the Servient Tenement and for the purpose of changing the size and number of, operating, inspecting, patrolling, altering, removing, replacing, reconstructing and/or repairing the Service Infrastructure as aforesaid, full free and uninterrupted right and liberty at all times by day and by night and from time to time to enter upon and to go, pass and re-pass over and along the Servient Tenement or any part or parts thereof with or without vehicles, equipment, machinery, tools and materials considered necessary by the Grantee and to dig into, sink shafts in, erect scaffolding upon and to bring and place in and upon the Servient Tenement or any part or parts thereof and remove such vehicles, equipment, machinery, tools and materials and to do such other incidental works and things in the Servient Tenement as the Grantee shall in its and their discretion think fit.
2. If the Grantee wishes to make alterations to the Servient Tenement for the purpose of accessing, maintaining, removing, relocating, adding to or repositioning the Services Infrastructure, it may do so provided that the Grantee provides the Grantor, and any grantee of any other registered easements that intersect or overlap the Servient Tenement with reasonable prior notice (except in case of emergency where the Grantee may enter as required by Grantee) and on the condition that the Grantee return the Servient Tenement to more or less the same standard that it was prior to those alterations having been made.
3. The Grantee will at the cost and expense of the Grantee keep the Services Infrastructure on the Servient Tenement in good order and condition.
4. The Services Infrastructure installed on the Servient Tenement will at all times remain the property of the Grantee.
5. The benefit and burden of this Grant of Easement and the covenants and agreements contained herein shall pass with and bind the Servient Tenement so as to ensure for the benefit of and bind all persons deriving title thereto from or under the Grantor and that on ceasing to be the registered proprietor of the Servient Tenement the Grantor 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.
6. Where the context so admits or requires:
 - (a) the expression "the Grantor" shall include the respective 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 surveyors, engineers, servants, agents, licensees, contractors, subcontractors, workers and others authorised by it; and
 - (b) the expression "the Grantee" shall include the transferees and assigns of the Grantee 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 surveyors, engineers, servants, agents, licensees, contractors, subcontractors, workers and others authorised by it; and

Title Reference 50986153

(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.

7. Notwithstanding any other provision of this Easement, the Grantor will not be in breach of this Easement to the extent that the breach was caused, or contributed to, by a grantee of any other registered easement on the land, granted with the knowledge and consent of the Grantee, that intersects or overlaps the Servient Tenement, exercising its rights under the other registered easement.

SERVICES

EASEMENT

Duty Imprint

721596908

Registration Number

EL 601 \$197.00
04/04/2022 16:26:31

OFFICIAL USE ONLY

Form is authorised by legislation and is
not to be used for records. For more information see

the Department's website.

Client No: 1 0 5 1 3 2 9	Duties Act 2001
Transaction No: 523 - 754 - 711	
Duty Paid \$ 0.00	<input type="checkbox"/> Exempt
UTI \$ 25,022	
Date: 25/02/22	Signed: [Signature]

1. Grantor

WREN STREET HEALTH INVESTMENTS PTY LTD
A.C.N. 624 003 176

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

2. Description of Easement/Lot on Plan

Servient Tenement (burdened land)

VOLUMETRIC EASEMENT AC IN LOT 24 ON SP276528 ON SP326034

Title Reference

50986153

#Dominant Tenement (benefited land)

not applicable if easement in gross

NOT APPLICABLE

3. Interest being burdened

FEE SIMPLE

#4. Interest being benefited

N/A

not applicable if easement in gross

5. Grantee Given names

Surname/Company name and number

(include tenancy if more than one)

BRISBANE CITY COUNCIL

6. Consideration

\$1.00

7. Purpose of easement

DRAINAGE (UNDERGROUND)

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

WREN STREET HEALTH INVESTMENTS PTY LTD
A.C.N. 624 003 176

..... signature
..... full name
..... qualification

Witnessing Officer

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

[Signature] Signature
Mirrada Turcinovic full name
JP (Qual) 121084 qualification

Witnessing Officer

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

22/2/22
Execution Date

[Signature]
Director
[Signature]
Director/Secretary
Grantor's Signature

The Seal of BRISBANE CITY COUNCIL was hereunto affixed this 17th day of February 2022, by me JACQUELINE DEANNA WHITE } J.D. WHITE
I being the proper officer to affix such seal. } Appointed Officer

17/02/2022
Execution Date

Grantee's Signature
BRISBANE CITY COUNCIL

Title Reference 50986153

This is the Schedule referred to in the Form 9 Easement between WREN STREET HEALTH INVESTMENTS PTY LTD A.C.N. 624 003 176 ('Grantor') and BRISBANE CITY COUNCIL ('Grantee'). The Grantor and Grantee DO HEREBY COVENANT AND AGREE with each other in the following terms:

1. Definitions and Interpretation

1.1. In this Easement, unless the context otherwise requires:

- (a) **Authorised Persons** means employees, officers, agents, contractors, subcontractors, licensees and other persons claiming by, through or under the Grantee.
- (b) **Plant and Equipment** means vehicles, equipment, machinery, tools and materials.
- (c) **Relevant Works** means underground drains, pipes, conduits and channels for the passage or conveyance of rain water together with all associated drainage, stormwater run off and all manholes, manhole chambers, inlets, equipment and fittings in connection with or for the accommodation of any adjoining or neighbouring property or otherwise in the execution of the Grantee's drainage powers.
- (d) **Servient Tenement** means the land described as such in Item 2 of the Form 9.
- (e) **Stormwater Drainage** means rain water and associated drainage and stormwater run-off flowing in concentration either intermittently or occasionally.
- (f) The expression 'the Grantee' shall include the successors of the Grantee.
- (g) The expression 'the Grantor' shall include the respective transferees and assigns of the Grantor and the registered proprietor, owner (and their respective successors, executors, administrators and assigns as the case may be) and the occupier for the time being of the Servient Tenement.
- (h) 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.

2. Grant of Easement

2.1. The Grantor hereby grants and transfers to the Grantee an easement for the full and free right and liberty at all times to enter upon the Servient Tenement to have, lay, construct and then forever use and maintain any such Relevant Works on or through the Servient Tenement as the Grantee considers appropriate as well as obtaining free and uninterrupted access to the Servient Tenement and any works or things located on or within the Servient Tenement.

3. Rights of Grantee

3.1. The Grantee and its Authorised Persons may, enter upon the Servient Tenement with full, free, uninterrupted access, right and liberty at all times:

- (a) for the purposes of installing any Relevant Works;
- (b) for the purposes of changing the size and number of, operating, inspecting, patrolling, altering, removing, replacing, reconstructing and/or repairing the Relevant Works;
- (c) to enter upon and remain, pass and repass over and along the Servient Tenement or any part thereof with all Plant and Equipment considered necessary by the Grantee to undertake any Relevant Works; and

Title Reference 50986153

to dig into, sink shafts in, erect scaffolding upon and to open and break up the soil of the Servient Tenement or any part thereof as well the subsurface and the surface and to bring and place in and upon the Servient Tenement or any part thereof any Plant and Equipment considered necessary to do such other incidental works and things through, across or in the Servient Tenement as the Grantee shall in its discretion think fit.

- 3.2. The Grantee will in exercising the Grantee's rights under clause 3.1 cause as little damage as possible and will return the Servient Tenement to more or less the same standard that it was prior to exercising those rights. The Grantee will only be responsible or held liable for any inconvenience to the owners or occupiers for the time being of any part of the land of which the Servient Tenement forms part or any subdivision thereof as may be caused or suffered by reason only of the neglect or default of the Grantee and its Authorised Persons.
- 3.3. For all or any of the above purposes, the Grantee and its Authorised Persons with or without Plant and Equipment, may have the right to use such land of the Grantor immediately adjacent to the Servient Tenement as may reasonably be required by the Grantee in connection with all or any of the said purposes.
- 3.4. Notwithstanding any other provision of this Easement, the Grantor will not be in breach of this Easement to the extent that the breach was caused, or contributed to, by a grantee of any other registered easement on the land, granted with the knowledge and consent of the Grantee, that intersects or overlaps the Servient Tenement, exercising its rights under the other registered easement.

UGROUND.DR