Appendix A Forms, Searches & Consent

### **PDA development application form**

Version 11.0 – in effect from 1 July 2024.

This form must be used when making a PDA development application or applying to change a PDA development approval if Economic Development Queensland (EDQ) is the delegate for assessing and deciding the application.

### Before lodging your application

- Confirm EDQ is the delegate for assessing and deciding the application. This information is available on the EDQ <u>website</u>.
- Consider if a pre-application meeting would be appropriate before lodging the application. Further advice about EDQ's pre-application process is available on the EDQ <u>website</u>.
- Completed all relevant sections of this form.
- Lodge an electronic version of the application form and supporting material via one of the following methods:
  - Email: pdadevelopmentassessment@edq.qld.gov.au
  - o Post: EDQ Development Assessment Team at GPO Box 2202 Brisbane QLD 4001
  - o In person: EDQ Development Assessment Team, 1 William Street, Brisbane.

### Assessment fee

The assessment fee for an application will be advised following lodgement. The fee must be paid for an application to be properly made under s82A of the Act. Further information about EDQ's assessment fees is available on the EDQ <u>website</u>.

### 1. APPLICANT DETAILS

The Applicant is the entity responsible for making the application and need not be the owner of the land. The Applicant is responsible for ensuring the accuracy of the information provided. Where the Applicant is not a natural person, ensure the Applicant is a valid legal entity.

<b>Name(s)</b> (individual or company name in full, including ACN / ABN)	SRCP (Yarrabilba) Pty Limited 69 103 578 436
For companies—name of contact person and position	C/- RPS AAP Consulting Pty Ltd Boti Hajos
Postal address	PO Box 1559 Fortitude Valley QLD 4006
Contact telephone number	+61 7 3437 2015
Email address	boti.hajos@rpsconsulting.com

Payer details for tax invoice and receipt purposes (*These details are only necessary where the payer details are different to the applicant details*)

<b>Name(s)</b> (individual or company name in full, including ACN / ABN)	SRCP (Yarrabilba) Pty Limited 69 103 578 436
For companies—name of contact person and position	Andrew Erzetich
Postal address	Level 4, 99 Melbourne Street, South Brisbane QLD 4101
Contact telephone number	0417 272 415
Email address	Andrew.Erzetich@stockland.com.au

### 2. LOCATION DETAILS

Provide the following details about the land on which the development is proposed, including any part of a lot which is part of the proposed.

Priority development area	Yarrabilba	
Property street address (i.e. unit / street number, street name, suburb / town and post code)	1668 Waterford-Tamborine Road, Yarrabilba, C	QLD, 4207
Lot on plan description (e.g. Lot 3 on RP123456)	Lot 5006 on SP345730	
Attach the following information:		
Current title search for each lot		
Easement document for each easement registered on the title search(s)		Confirmed
Environmental management and contaminated land register search for each lot		Confirmed

### 3. APPLICATION DETAILS

 Type of PDA development approval sought (Tick 1 only) (see sections 94 and 99 of the Economic Development Act 2012)

 Change to PDA development approval – Complete section 3.1 below

 PDA development application – Complete section 3.2 below

 3.1 Change to PDA development approval

 Previous PDA approval reference:

 Brief description of the proposed changes:

3.2 PDA development ap (If necessary, provide det	plication ails in a separate table attached	to this application form		
Development type	Approval type	Additional detail (e.g. definition of use, GFA, number of units, number and type of lots, etc.)		
☑ Material change of use	<ul> <li>Preliminary approval</li> <li>Development permit</li> </ul>	Material Change of Use for uses in accordance with a Plan of Development.		
Reconfiguring a lot	<ul> <li>Preliminary approval</li> <li>Development permit</li> </ul>	Reconfiguring a Lot (1 into 51 mixed industry and business allotments, drainage lot, new roads, and balance lot) over 5 stages and associated Plan of Development		
Operational work	<ul> <li>Preliminary approval</li> <li>Development permit</li> </ul>			
Building work	<ul> <li>Preliminary approval</li> <li>Development permit</li> </ul>			
Are <u>all</u> the proposed uses defined in the schedule of use definitions in the relevant PDA development scheme or interim land use plan?				
🖂 Yes 🗌 No – Speci	fy the uses below			
Description the proposal (	If appropriate, include this inform	nation in a report accompanying the application)		
Refer to the attached lodgement letter and Town Planning Report.				

Identify if the application	is accompanied by any	y of the following plans	
Context plan(s) (See Practice note 9)	Precinct plan(s)	Sub-precinct plan(s)	n of development e Practice note 10)
List of plans, drawings and (If necessary, provide this list		application	
Description (provide unique	e document name, author ar	nd version number)	Date
Refer attached Town Plann	ning report & associated	appendices	13/06/2025

### 4. Project cost

Estimated total design and construction cost of the proposal / project	\$ TBA
(excluding land value/cost)	

### 5. Landowner consent

In providing consent, each landowner is consenting to the lodgement of the application under the *Economic Development Act 2012*, and to receiving documents that are required or permitted to be provided under the *Economic Development Act 2012* or any other statute, in an electronic format.

Is landowner's consent this application? (see sections 82 and 99 of Development Act 2012)	·	<ul> <li>□ No (provide reason)</li> <li>□ Yes – details provided</li> <li>☑ Yes - consent letter(s</li> </ul>		
Real property description		e of landowner and body corporates- see the Note below)	Signature	Date

NOTE:

It is the responsibility of the Applicant to ensure the accuracy and authenticity of the application, including ownership or consent details. However, the assessment manager will review the information supplied in greater detail, where considered necessary.

Where there are multiple landowners, the consent of each owner must be provided.

**For a company**, owner's consent must be made in accordance with section 127 of the Corporations Act 2001 (Commonwealth), which requires the company ACN to be accompanied by one of the below:

- $\circ$   $\quad$  the names, titles and signatures of two company directors; or
- $\circ$  the name, title and signature of a company director and the company secretary; or
- where the company has only one director, the name, title and signature of that director in conjunction with a company search document which provides evidence that the company has only one director (i.e. sole director).

**For a body corporate**, owner's consent must be provided in accordance with the relevant requirements for a body corporate to make a decision under the Body Corporate and Community Management Act 1997. Evidence of the body corporate's decision to provide landowner's consent for the lodgement of the development application is to be provided to the EDQ Development Assessment Team with the development application, and is to include:

• the body corporate's seal, and two signatures of body corporate committee members, one of which must be the chairperson, and

- one of the following:
  - full body corporate: a copy of body corporate meeting minutes which include a decision to provide landowner's consent for the development application (i.e. minutes of a meeting where a motion is passed by ordinary resolution to provide the consent), or
  - body corporate committee: a copy of a motion passed by resolution by the body corporate committee, at either a meeting or via flying minute, to provide landowner's consent for the development application.

Alternatively, the body corporate's consent can be provided through a signed letter of consent from each lot owner covered by the body corporate.

Please refer to the EDQ **Practice note 21: Owner's consent** for further guidance on the provision of valid owner's consent.

### 6. Approval history

Is there a development approval, granted under the Integrated Planning Act 1997,	🖂 Yes
the <i>Urban Land Development Authority Act 2007</i> , the <i>Sustainable Planning Act 2009</i> , or the <i>Economic Development Act 2012</i> still in effect for the land?	🗌 No

### 7. Privacy statement

Information collected is subject to the *Right to Information Act 2009* and the *Information Privacy Act 2009*. The information provided may be publicly released and/or provided to third parties and other government agencies—but only for the purposes for which the information is being collected. The proponent's personal information will be stored on departmental files and may be disclosed for purposes relating to the processing and assessment of the application or as authorised or required by law.

### 8. Applicant's declaration and acknowledgement

The applicant warrants that the information provided to the EDQ in relation to this application is true and correct and acknowledges that if any information provided is knowingly false, the applicant may be exposed to criminal penalties under section 165 of the *Economic Development Act 2012*.

- By making this application, I declare that all information in this application is true and correct to the best of my knowledge.
- By signing this form, the applicant is consenting to the lodgement of the application under the *Economic Development Act 2012*, and to receiving documents that are required or permitted to be provided under the *Economic Development Act 2012*, or any other statute, in an electronic format.

Boti.H

Signature of applicant / authorised person

Print name and position

Boti Hajos - Town planner

13/06/2025 Date

### **Minister Economic Development Queensland**

Dear Sir/Madam,

### RE: LANDOWNER CONSENT FOR DEVELOPMENT APPLICATION

SRCP (Yarrabilba) Pty Ltd (A.C.N. 103 578 436) consents to the lodgement of development application/s and/or change application/s by RPS AAP Consulting Pty Ltd, seeking approvals necessary to establish a mixed industry and business precinct, over land formally described as:

• Lot 5006 on SP345730.

Yours Faithfully,

h. Cystich

13 June 2025

Sign (Signed by its constituted attorney pursuant to Registered Power of Attorney No. 723790212) Andrew Erzetich

Name

Senior Development Manager

Position

.....

Date



### Queensland Titles Registry Pty Ltd ABN 23 648 568 101

Lodger Code: BE 036A

INFOTRACK PTY LTD PO BOX 10314 BRISBANE QLD 4000

### Registration Confirmation Statement

Registration Date:	14/01/2025 14:43
Lodgement No:	6540096
Office:	BRISBANE
Box:	036

### DEALINGS REGISTERED

POWER OF ATTORNEY No 723790212

\*\* End of Confirmation Statement \*\*

Registrar of Titles and Registrar of Water Allocations

**7237**90212 \$231.98 08/01/2025 13:16

BE 804

# Power of attorney (QLD)

SRCP (Kinma Valley) Pty Ltd SRCP (Shoreline) Pty Ltd SRCP (Springfield) Pty Ltd SRCP (Yarrabilba) Pty Ltd SRCP (Yarrabilba 2) Pty Ltd (each a "**Principal**")

The persons specified in paragraph 3 of Schedule 1 (together "Attorney")

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7/1/25

Date 18 December 2024 | 1:29 PM AEDT

### Parties

SRCP (Kinma Valley) Pty Ltd (ACN 673 057 399) (SRCP Kinma Valley)

SRCP (Shoreline) Pty Ltd (ACN 623 367 377) (SRCP Shoreline)

SRCP (Springfield) Pty Ltd (ACN 087 876 864) (SRCP Springfield)

SRCP (Yarrabilba) Pty Ltd (ACN 103 578 436) (SRCP Yarrabilba)

SRCP (Yarrabilba 2) Pty Ltd (ACN 681 450 537) (SRCP Yarrabilba 2)

all of Level 25, 133 Castlereagh Street, Sydney, NSW 2000 (each a Principal)

### 1 Appointment

By this power of attorney, each Principal hereby nominates, constitutes and appoints the persons identified in paragraph 3 of Schedule 1 (each an Attorney), jointly and severally as the true and lawful attorney of each Principal, until such time that this power of attorney is revoked in accordance with paragraph 3, and in the name and on behalf of each Principal to do all those things described in paragraph 4 of Schedule 1 including signing, sealing, delivering or otherwise executing each of the documents described in paragraph 4 of Schedule 1 but with such additions deletions or amendments as the Attorney executing the relevant document shall, in the Attorney's absolute discretion, approve (and such copies as the Attorney shall seem desirable). provided that so long as the appointment continues, each Principal must, upon request by the Attorney, provide the solicitors engaged by the Attorney in connection with the development of the relevant MPC Site with a 'Client Authorisation' (or any other similar requirement imposed by the Land Titles Office) for the purposes of executing documents to be lodged at the Land Titles Office for registration on behalf of each Principal in accordance with this power of attorney.

### 2 Ratification

Each Principal agrees to ratify and confirm whatsoever the Attorney shall do in exercise of the power hereby conferred including whatsoever shall be done between the revocation of this Power of Attorney and the time of revocation being known to the Attorney it being stipulated that any person or corporation dealing with the Attorney in good faith may accept a written statement by the Attorney to the effect that this Power of Attorney has not been revoked as conclusive evidence of that fact and each Principal indemnifies and agrees to keep each of the Attorneys indemnified against any liability or expense which

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may be incurred by an Attorney acting in good faith in the exercise of any of the powers conferred by this document.

### 3 Revocation

The appointment of any Attorney under this power of attorney is revoked:

- (a) in respect of a Principal, immediately on written notice from the Principal to the relevant Attorney; or
- (b) in respect of all Principals, immediately and automatically from the time the Attorney ceases to be an employee of a Stockland Group company (where Stockland Group means Stockland Development Pty Limited (ACN 000 064 835) and any related bodies corporates and trusts).

### 4 Governing Law

This document is governed by the laws of Queensland. Each party submits to the non-exclusive jurisdiction of the courts of Queensland.

### Schedule 1

### 1 Development Management Agreement

In this document:

- (a) Development, Marketing & Sales Management Agreement (DMA) means the document entitled 'Development, Marketing & Sales Management Agreement' between each relevant Principal which owns, or has an interest in, each relevant MPC Site and Stockland Development Pty Limited ACN 000 064 835 as development manager of the MPC Sites and other SSRCP Entitles (as defined in the DMA);
- (b) **Development** or **Development Project** means the development of the relevant MPC Site in accordance with the DMA; and
- (c) unless otherwise specified, capitalised terms have the meaning given under the DMA.

### 2 MPC Site

The relevant MPC Site for each Principal is set out in the below table.

Principal	MPC Site	Description of MPC Site
SRCP Kinma Valley	Kinma Valley (Queensland)	The development project at 739 Oakey Flat Road, Morayfield in Queensland more fully described in the definition of 'Balance Sheet Projects' in the LSSPA.
SRCP Shoreline	Shoreline (Queensland)	The development project at Serpentine Creek Road, Redland Bay in Queensland more fully described in the definition of 'PDA Projects' in the LSSPA.
SRCP Springfield	Springfield Rise (Queensland)	The development project at 7001 Victoria Way, Spring Mountain in Queensland more fully described in the definition of 'PDA Projects' in the LSSPA.
SRCP Yarrabilba	Yarrabilba (Queensland)	The development project at 50 Expedition Road, Yarrabilba in Queensland more fully described in the definition of 'PDA Projects' in the LSSPA.
SRCP Yarrabilba 2	Yarrabilba (Queensland)	The development project at 50 Expedition Road, Yarrabilba in Queensland more fully described in the definition of 'PDA Projects' in the LSSPA.

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### 3 Attorney

Any person authorised as an attorney under:

- (a) Schedule 2 (Type 1 Attorneys Stockland Leadership Team);
- (b) Schedule 3 (Type 2 Attorneys Executive General Managers);
- (c) Schedule 4 (Type 3 Attorneys General Manager)
- (d) Schedule 5 (Type 4 Attorneys Senior Managers); and
- (e) Schedule 6 (Type 5 Attorneys).

Each attorney's authority is limited to:

- (f) the authority described in paragraph 4 of Schedule 1 (Authorised Actions); and
- (g) to give effect to the Authorised Actions, entering into documents where the value of the total spend/financial commitment of each document does not exceed the relevant value threshold set out in Schedules 2 – 6 (as applicable).

### 4 Authorised Actions

Do all things that the Attorney considers necessary or desirable in relation to undertaking the relevant Development Project in accordance with the DMA including signing, sealing, delivering or otherwise executing any document in connection with:

- (a) retaining appropriate consultants and advisers, including contractors, to assist in the relevant Development Project;
- (b) retaining any lawyers to assist in the relevant Development Project;
- appointing a sales agent or leasing agent in relation to Lots in accordance with the DMA;
- (d) applying for, pursuing, obtaining and maintaining all Authorisations required for the relevant Development Project including any development consents, modifications and additional development consents;
- (e) making and pursuing all applications for the re-zoning of any part of the relevant MPC Site;
- (f) creating, extinguishing or modifying easements, restrictions on use and covenants affecting or appurtenant to the relevant MPC Site;
- (g) procuring and delivering to relevant Governmental Authorities such bonds and securities as are required for the relevant Development Project;
- (h) negotiating and entering into agreements for the supply of utility services to the relevant MPC Site;

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- preparing and seeking approval and registration of any plan of subdivision or associated documentation relating to the relevant Development Project;
- (j) discharging any encumbrance;
- (k) paying any Project Expense;
- procuring any third party agreement in respect of the relevant Development Project and / or relevant MPC Site, including without limitation, any planning agreements required for the relevant Development Project by the municipal council;
- (m) effecting the marketing and sale of any part of the relevant MPC Site including negotiating and entering into and enforcing agency agreements and Sales Contracts, deeds, agreements and options relating to any part of the relevant MPC Site and amending, varying or otherwise dealing with those documents and administering the sales process and receiving and disbursing Gross Sale Proceeds including any document that is required to grant or transfer the relevant interest in part of the relevant MPC Site to a purchaser in accordance with the relevant Sale Contract, including:
  - (i) any transfer of land;
  - (ii) any online forms relevant to a conveyance (including those relating to assessment of stamp duty); and
  - (iii) any client authorisation required under The Electronic Conveyancing (Adoption of National Law) Act 2013;
- (n) preparing disclosure documents required by law in relation to Sale Contracts;
- (o) effecting documents for stamping, stamp duty assessment, certifying stamping covers and making applications, submissions, objections and representations to any official administering any law relating to stamp duty, land tax, rates, levies, imposts or any statutory fees and other amounts payable to any Governmental Authority (including biodiversity offset costs either as works in kind or contributions, contributions under planning agreements or other infrastructure contributions);
- (p) providing, accepting, signing and transferring, any assignment, mortgage, charge or other document relating to the disposition of Lots and to certify that such transfer, assignment, mortgage or disposition requiring such certification is in order for the purposes of any Law or the DMA;
- (q) effecting documents to or with any person, public authority or government department in Australia or any State or Territory of Australia for or in connection with any approval or consent required by Law, relating to the relevant MPC Site or the relevant Development Project or

any dealing in relation to the relevant MPC Site and variation of such approval or consent;

- (r) if necessary, stamping and registering this Power of Attorney;
- (s) effecting the leasing or licensing of any part of the relevant MPC Site including negotiating and entering into and enforcing agency agreements and agreements for lease and leases, and amending, varying or otherwise dealing with those documents and administering the leasing process and receiving and disbursing rentals and contributions to outgoings;
- pursuing any court or administrative action which affects the relevant MPC Site;
- (u) anything to do with the relevant Principal's continuing rights as the registered proprietor of the relevant MPC Site;
- (v) conducting any mediation, negotiation, dispute resolution or litigious proceedings;
- (w) effecting any document which the Attorney reasonably determines to be necessary or desirable to implement the Development Project in accordance with the DMA; and
- (x) anything ancillary or incidental to any of the above as if it were the relevant Principal,

and in each case an Attorney's execution is conclusive evidence that that Attorney is authorised to sign, seal, deliver or otherwise execute that document on behalf of the relevant Principal.

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# Schedule 2 – Type 1 Attorneys (Stockland Leadership Team)

Any employee of a Stockland Group company who:

- 1.1 holds the office of:
  - (a) Managing Director and Chief Executive Officer;
  - (b) Chief Financial Officer;
  - (c) Chief Legal and Risk Officer;
  - (d) Company Secretary;
  - (e) CEO, Development;
  - (f) Chief Investment Officer;
  - (g) CEO, Investment Management;
  - (h) Chief People & Stakeholder Engagement Officer; or
  - (i) Chief Innovation, Marketing and Technology Officer;
- 1.2 holds a position with a title including the words "CEO", or "Chief Executive Officer"; or
- 1.3 is appointed, from time to time, as a member of the Stockland Leadership Team of Stockland Corporation Limited ABN 43 000 181 733.

There is no value threshold in respect to each document that a Type 1 Attorney described above is authorised to enter into.

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# Schedule 3 – Type 2 Attorneys (Executive General Managers)

Any employee of a Stockland Group company who:

- 1.1 holds the office of:
  - (a) Deputy Chief Financial Officer; or
  - (b) Group Head of Sustainability & Delivery; or
- 1.2 holds a position with a title including the words "Executive General Manager" or "EGM"; or
- 1.3 holds a position that falls within the "Executive General Manager" job band as determined by Stockland Group.

The value threshold in respect to each document that a Type 2 Attorney described above is authorised to enter into is \$10,000,000 (plus GST).

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# Schedule 4 – Type 3 Attorneys (Head Of/General Managers)

Any employee of a Stockland Group company who:

- 1.1 holds a position with a title including the words:
  - (a) "Head of";
  - (b) "General Manager";
  - (c) "GM";
  - (d) "Group";
  - (e) "Development" and "Director";
  - (f) "National Commercial & Contracts Manager"; or
- 1.2 holds a position that falls within the "Head of" or "General Manager" job band as determined by Stockland Group.

The value threshold in respect to each document that a Type 3 Attorney described above is authorised to enter into is \$5,000,000 (plus GST).

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# Schedule 5 – Type 4 Attorneys (Senior Managers)

#### Any employee of a Stockland Group company who:

- 1.1 holds a position that falls within the "Senior Manager" job band, as determined by Stockland Group, including positions with a job title that include the words:
  - (a) "National" and "Manager";
  - (b) "Regional" and "Manager";
  - (c) "Senior" and "Manager";
  - (d) "Project" and "Manager";
  - (e) "Commercial" and "Manager";
  - (f) "Business" and "Manager";
  - (g) "State" and "Manager";
  - (h) "Project" and "Director";
  - (i) "Acquisitions" and "Director";
  - (j) "Development" and "Director";
  - (k) "Head";
  - (I) "Co-Head";
  - (m) "Portfolio" and "Manager";
  - (n) "Manager";
  - (o) "Director";
  - (p) "Financial" and "Controller";
  - (q) "Sector" and "Lead"; or
  - (r) "Senior" and "Legal Counsel".

The value threshold in respect to each document that a Type 4 Attorney described above is authorised to enter into is \$3,000,000 (plus GST).

### Schedule 6 – Type 5 Attorneys (Senior Managers)

### Any employee of a Stockland Group company who:

- 1.1 holds a position with a job title including the words:
  - "Finance" and "Manager"; (a)
  - "Sales" and "Manager"; (b)
  - "Acquisitions" and "Manager"; (c)
  - (d) "Senior Lease Administrator";
  - (e) "Senior Development Manager";
  - (f) "Placemaking Manager";
  - (g) "Regional Marketing Manager";
  - (h) "Regional Community Manager";
  - (i) "Regional Resales Manager";
  - (j) "Regional Home Specialist";
  - "Senior Community Marketing Manager"; (k)
  - **(I)** "State Building Manager";
  - "Community Operations Manager"; (m)
  - "Facilities & Asset Manager"; (n)
  - (o) "Regional Facilities Supervisor";
  - (p) "Senior Asset Manager";
  - "Regional Project Manager"; or (q)
  - "Senior Project Manager" (r)

The value threshold in respect to each document that a Type 5 Attorney described above is authorised to enter into is \$1,500,000 (plus GST).

### Execution

Executed as a deed.

Executed by SRCP (Kinma Valley) Pty Ltd (ACN 673 057 399) in accordance with section 127 of the Corporations Act ) 2001 (Cth)

Signed by:

katherine Elizabeth Grace -- 0F235F8264A4468 .....

Company Secretary/Director

Katherine Elizabeth Grace

Name of Company Secretary/Director (print)

Executed by SRCP (Shoreline) Pty Ltd ) (ACN 623 367 377) in accordance with section 127 of the Corporations Act 2001) (Cth)

katherine Elizabeth Grace

Signed by:

--- 0F235F8294A4468 ..... . . . . . . . . . . Company Secretary/Director

Katherine Elizabeth Grace .....

Name of Company Secretary/Director (print)

DocuSigned by:

**Michael Colin Davis** -CCTSEAGECC05478.....

Director

)

Michael Colin Davis

Name of Director (print)

DocuSigned by: Michael Colin Davis

Director

Michael Colin Davis

..... Name of Director (print)

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**Executed** by **SRCP (Springfield) Pty Ltd (ACN 087 876 864)** in accordance with section 127 of the *Corporations Act 2001* (Cth)

Signed by: katherine Elizabeth Grace

Company Secretary/Director

Katherine Elizabeth Grace

Name of Company Secretary/Directo

Name of Company Secretary/Director (print)

- DocuSigned by:

)

)

Michael Colin Davis

Director

Michael Colin Davis

Name of Director (print)

Executed by SRCP (Yarrabilba) Pty Ltd ) (ACN 103 578 436) in accordance with )

section 127 of the *Corporations Act 2001* ) (Cth) )

Signed by:

Kathenine Elizabeth Grace

Company Secretary/Director

Katherine Elizabeth Grace

Name of Company Secretary/Director (print)

**Executed** by **SRCP (Yarrabilba 2) Pty Ltd (ACN 681 450 537)** in accordance with section 127 of the *Corporations Act 2001* (Cth)

Signed by:

katherine Elizabeth Grace

Company Secretary/Director

Katherine Elizabeth Grace

Name of Company Secretary/Director (print)

-DocuSigned by:

Michael Colin Davis

Michael Colin Davis Name of Director (print)

DocuSigned by:

)

Michael Colin Davis

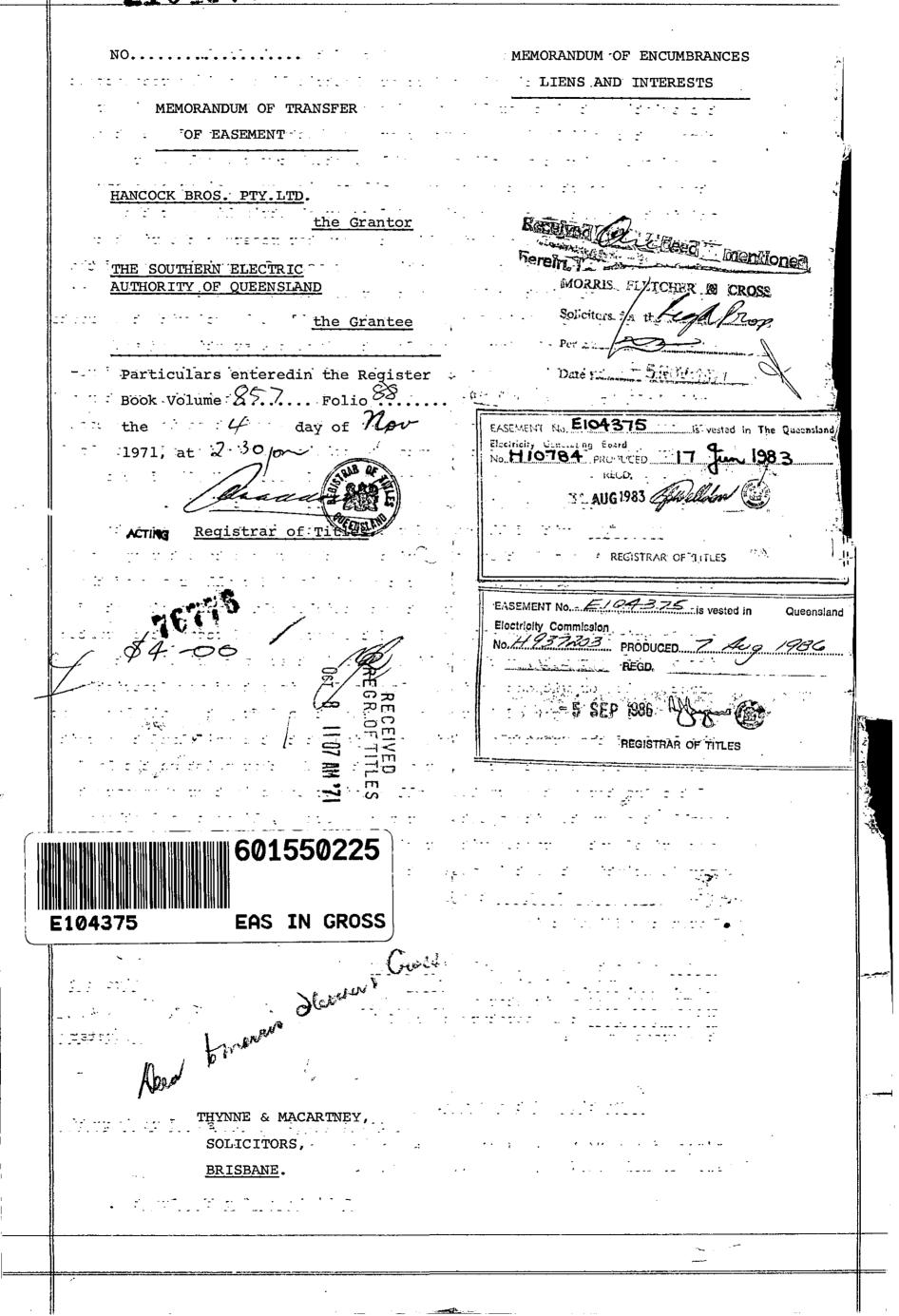
Director

Michael Colin Davis

Name of Director (print)

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foot fire break within and on each side of the said land. Construct additional or further electric lines and/or reconstruct 8. the existing steel tower line and for such purpose to erect on in or through the said land such further or new electric lines of such type and of such voltage and all such cables, steel towers, poles, ground stays and supports as the Grantee shall require or consider necessary and in the event of the erection of further electric lines or the reconstruction of the existing line the Grantor reserves the right to make a claim for further compensation by reason of or arising out of the erection of such further lines or the reconstruction of the existing line Provided that such claim for compensation shall be lodged with the Grantee within three (3) calendar months from the date the erection of such further electric lines or reconstruction of the existing line as aforesaid shall have been completed PROVIDED FURTHER that if the Grantor and Grantee cannot agree upon the compensation to be paid then in such case the Grantee shall request the State Electricity Commission of Queensland to determine the compensation in pursuance of Section 47(6) of "The Southern Electric Authority of Queensland Acts 1952 to 1964".

AND ALSO with full power for the Grantee its agents servants workmen linesmen and others authorised by the Grantee to enter upon and remain pass and repass on and over the said land for all or any of the purposes aforesaid and with or without vehicles plant and equipment of any description and for all or any of the purposes aforesaid the Grantee its agents, servants, workmen, linesmen and others authorised by the Grantee with or without vehicles plant and equipment of any description shall have the right of ingress and egress to and from the said land over the land of the Grantor adjoining or adjacent to the said land to permit access to the nearest surveyed road or to such other point on the land of the Grantor as the Grantee shall consider convenient or necessary to enable the Grantee its agents, servants, workmen, linesmen and others authorised by the Grantee with or without vehicles plant and equipment of any description to obtain access to and from the said land.

IN WITNESS WHEREOF the Common Seal of HANCOCK BROS. PTY. LTD. was

hereunto affixed this

pepeenth

GIVEN under the Common Seal of HANCOCK BROS. PTY. LTD. and signed by JOHN PHILIP HANCOCK a Director and FREDERICK JAMES THOMPSON the Secretary thereof in the presence of :

day of 1971. BROS THE Director **a** Common Seal Secretary

dhams tice of the Peace.

Correct for the purpose of registration

Bolicitors for the Grantee.

28-SEP-71 56285 0 0 R S/REST 35\*\*\*20.0

STAMP PUTIES OFFICE ERISBANE QLD. States - OF MACHDER LER

QUEENSLAND

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### MEMORANDUM OF TRANSFER OF EASEMENT

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HANCOCK BROS. PTY. LTD. (hereinafter called "the Grantor" which ŴΕ, expression shall where the context permits be deemed to include the said Hancock Bros. Pty. Ltd. its successors and assigns and other the owner, owners, occupier or occupiers, registered proprietor or registered proprietors for the time being of the land hereinafter referred to) being the Registered Proprietor of an estate in fee simple SUBJECT HOWEVER to such encumbrances liens and interests as are notified by Memorandum endorsed hereon in all that piece of land situate in the County of Ward Parish of Moffatt containing an area of 19 acres 2 roods 22 perches more or less described as <u>Easement A</u> in Portion 361 as shown on Registered Plan No. 124133 being part of the land contained in Certificate of Title No. 138098 Volume 857 Folio 88 (which land is hereinafter called "the said land") IN CONSIDERATION of the sum of ONE THOUSAND SIX HUNDRED DOLLARS (\$1,600.00) paid to it by THE SOUTHERN ELECTRIC AUTHORITY OF QUEENSLAND (hereinafter with its successors and assigns called "the Grantee") the receipt of which sum it hereby acknowledges DO HEREBY GRANT AND TRANSFER to the Grantee an easement in perpetuity with full and free liberty and right at all times hereafter to convey electricity over and across the said land in accordance with "The Southern Electric Authority of Queensland Acts 1952 to 1964" (or any Act or Acts amending or in substitution for the same) by means of steel tower line as shown on the sketch plan attached hereto with full power to the Grantee its agents servants workmen linesmen and others authorised by the Grantee to :-Construct and erect on in or through the said land the electric

1. Construct and erect on in or through the said land the electric lines hereinbefore described and for such purpose to erect such cables, steel towers, poles, ground stays and supports as shown on the sketch plan attached hereto and to inspect maintain and repair and replace such electric line, cables, steel towers, poles, ground stays and supports as shall be required for so conveying electricity and at any time to remove and carry away the whole or any part or parts of the said electric lines cables steel towers, poles, ground stays and supports.

2. Clear and keep clear the said land by chemical application or by other means, but in no case by the spraying, misting or other broadcast application of chemicals, and to cut and remove timber trees and undergrowth from the said land and to burn off on the said land all such timber trees and undergrowth, provided always that such burning off shall take place within 24 hours of the grantee having obtained from the grantor or its foreman permission in writing so to burn.

3. Cut and remove such timber and trees not on the said land which

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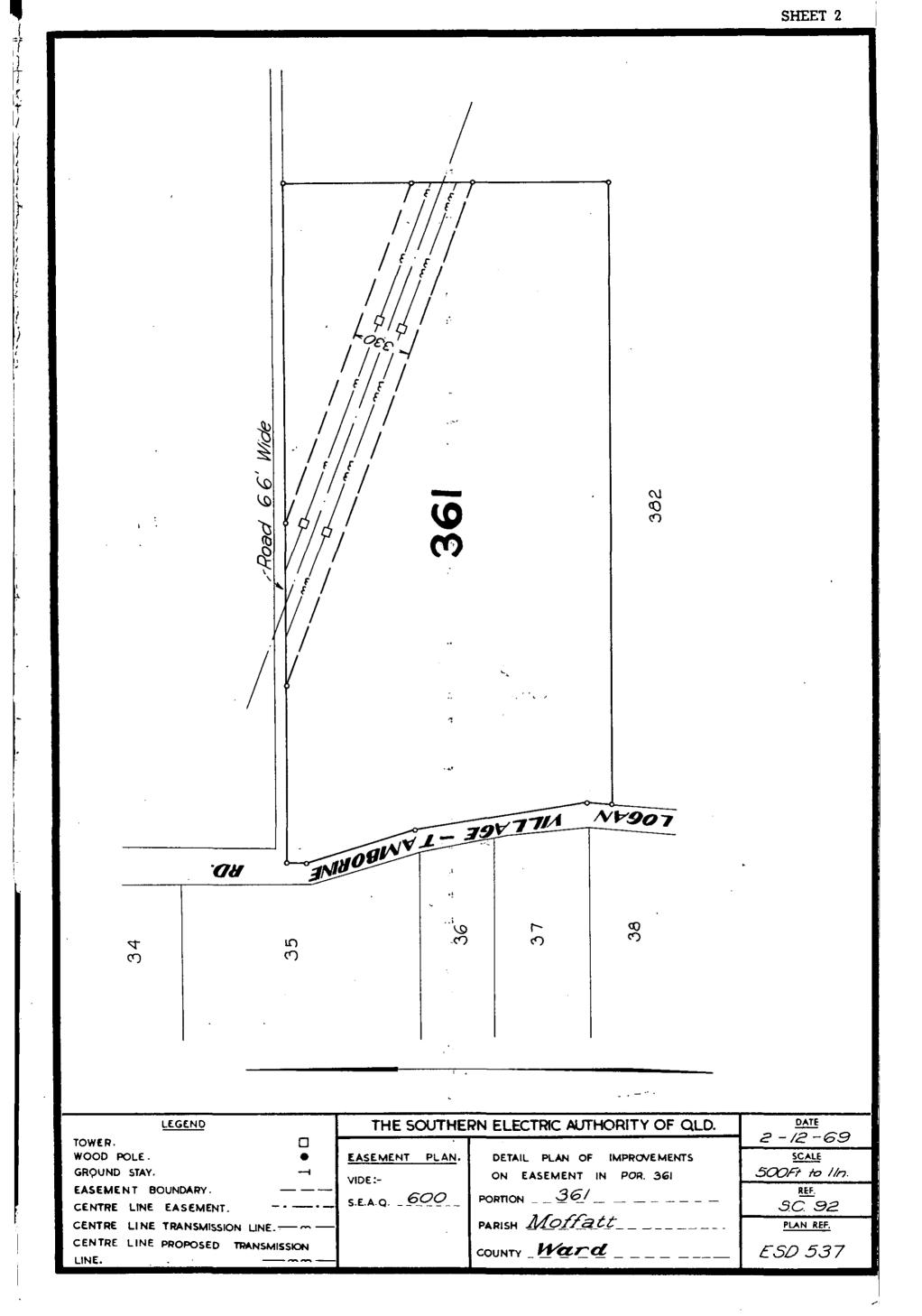
- (a) When on the boundary of the said land exceed forty feet in height, or
- (b) By reason of height rise above a plane at an angle of 45<sup>o</sup> above the horizontal drawn from the top of a tree 40 feet in height on the said boundary.

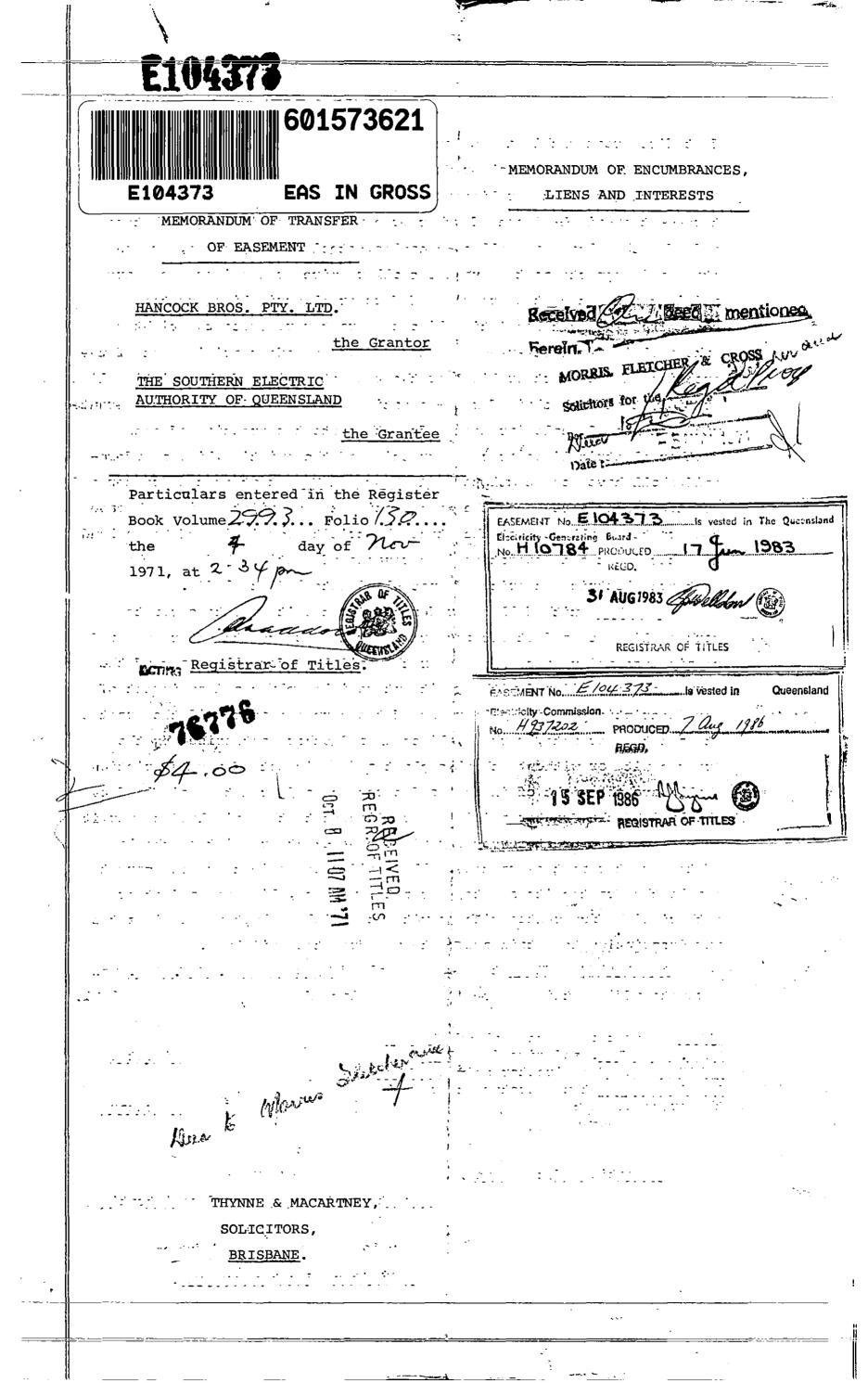
4. Construct and maintain such access tracks gates and appurtenant works as the Grantee shall consider necessary on the said land and also on any part of the land of the Grantor where it may be convenient to pass or repass to gain access to the said land or from one part of the said land to another part of the said land.

- 5. Prevent :-
- (a) The erection of any additional structure or building to a height exceeding seven (7) feet from ground level or any building or structure having a floor area in excess of 240 square feet on the said land as shown on the sketch plan attached hereto.
- (b) The stockpiling of any soil, sand, gravel, other substance or material on the said land or the construction of any roads, dam walls or other earthworks on the said land which would in any way reduce below the statutory requirement the height of the conductors above ground level.
- (c) The laying of any metal pipes within a distance of ten (10) feet from the base of any steel tower, pole, ground stay or support.
- (d) Removal or stockpiling of any soil, sand, gravel or other substance within a distance of sixty (60) feet from the base of any steel tower, pole, ground stay or support on or in the said land.
- (e) The inundation of the said land where any towers, poles, ground stays or supports are erected or located.
- (f) The inundation of the said land which would in any way reduce below the statutoryrequirement the height of the conductors.
- (g) The removal or stockpiling of any soil sand gravel clay or other substance from or on the said land within ten (10) feet either side of the centre line of the said land.

(h) The growing of any sugar cane on the said land.

6. Permit and allow structures or buildings as shown on the sketch plan attached hereto to remain at the pleasure of the Grantor but to prevent the Grantor making or causing to be made any alterations or additions to such structures or buildings affecting their overall dimensions.
7. To permit the use of the said land for any purpose not inconsistent with the rights previously mentioned hereby granted to the Grantee and not likely to cause interference with or endanger the Grantee's lines, towers, poles, ground stays, supports, access tracks and appurtenant works, it being hereby specifically agreed that the Grantor shall have the right to construct and maintain by cultivation or otherwise a 20





© The State of Queensland (Dept of Natural Resources and Mines) 2014

foot fire break within and on each side of the said land.

Construct additional or further electric lines and/or reconstruct 8. the existing steel tower line and for such purpose to erect on in or through the said land such further or new electric lines of such type and of such voltage and all such cables, steel towers, poles, ground stays and supports as the Grantee shall require or consider necessary and in the event of the erection of further electric lines or the reconstruction of the existing line the Grantor reserves the right to make a claim for further compensation by reason of or arising out of the erection of such further lines or the reconstruction of the existing line Provided that such claim for compensation shall be lodged with the Grantee within three (3) calendar months from the date the erection of such further electric lines or reconstruction of the existing line as aforesaid shall have been completed PROVIDED FURTHER that if the Grantor and Grantee cannot agree upon the compensation to be paid then in such case the Grantee shall request the State Electricity Commission of Queensland to determine the compensation in pursuance of Section 47(6) of "The Southern Electric Authority of Queensland Acts 1952 to 1964".

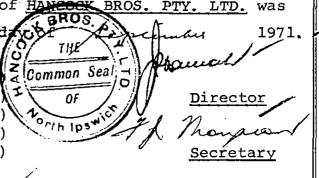
AND ALSO with full power for the Grantee its agents servants workmen linesmen and others authorised by the Grantee to enter upon and remain pass and repass on and over the said land for all or any of the purposes aforesaid and with or without vehicles plant and equipment of any description and for all or any of the purposes aforesaid the Grantee its agents, servants, workmen, linesmen and others authorised by the Grantee with or without vehicles plant and equipment of any description shall have the right of ingress and egress to and from the said land over the land of the Grantor adjoining or adjacent to the said land to permit access to the nearest surveyed road or to such other point on the land of the Grantor as the Grantee shall consider convenient or necessary to enable the Grantee its agents, servants, workmen, linesmen and others authorised by the Grantee with or without vehicles plant and equipment of any description to obtain access to and from the said land.

IN WITNESS WHEREOF the Common Seal of HANGOCK BROS. PTY. LTD. was hereunto affixed this fifteenth droth THE GIVEN under the Common Seal of HANCOCK

<u>GIVEN</u> under the Common Seal of <u>HANCOCK</u> <u>BROS. PTY. LTD</u>. and signed by <u>JOHN</u> <u>PHILIP HANCOCK</u> a Director and <u>FREDERICK</u> <u>JAMES THOMPSON</u> the Secretary thereon in the presence of :

Addhams J.P. Justice of the Peace,

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5)67(7)

Correct for the purpose of registration

Solicitors for the Grantee.

28-SEP-71 56284 • • • R S/SISI 38\*\*\*\*8.71

QUEENSLAND

STAND DUTIES OF TE BRISBANE QLD. 2000 COMMUNICION

### MEMORANDUM OF TRANSFER OF EASEMENT

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HANCOCK BROS. PTY. LTD. (hereinafter called "the Grantor" which <u>WE</u> expression shall where the context permits be deemed to include the said Hancock Bros. Pty. Ltd. its successors and assigns and other the owner, owners, occupier or occupiers, registered proprietor or registered proprietors for the time being of the land hereinafter, referre to) being the Registered Proprietor of an estate in fee simple SUBJECT HOWEVER to such encumbrances liens and interests as are notified by Memorandum endorsed hereon in all that piece of land situate in the County of Ward Parish of Moffatt containing an area of 9 acres 1 rood -10.5 perches more or less described as Easement A in Subdivision 2 of Resubdivision 2 of Subdivision 1 of Resubdivision 6 of Subdivision B of a Portion 404 as shown on Registered Plan No. 124129 being part of the land contained in Certificate of Title No. 613890 Volume 2993 Folio 130 (which land is hereinafter called "the said land") IN CONSIDERATION of the sum of SEVEN HUNDRED DOLLARS (\$700.00) paid to it by THE SOUTHERN ELECTRIC AUTHORITY OF QUEENSLAND (hereinafter with its successors and assigns called "the Grantee") the receipt of which sum it hereby acknowledges DO HEREBY GRANT AND TRANSFER to the Grantee an easement in perpetuity with full and free liberty and right at all times hereafter to convey electricity over and across the said land in accordance with "The Southern Electric Authority of Queensland Acts 1952 to 1964" (or any Act or Acts amending or in substitution for the same) by means of steel tower line as shown on the sketch plan attached hereto with full power to the Grante its agents servants workmen linesmen and others authorised by the Grantee to :-

1. Construct and erect on in or through the said land the electric lines hereinbefore described and for such purpose to erect such cables, steel towers, poles, ground stays and supports as shown on the sketch plan attached hereto and to inspect maintain and repair and replace such electric line, cables, steel towers, poles, ground stays and supports as shall be required for so conveying electricity and at any time to remove and carry away the whole or any part or parts of the said electric lines cables steel towers, poles, ground stays and supports.

2. Clear and keep clear the said land by chemical application or by other means, but in no case by the spraying, misting or other broadcast application of chemicals, and to cut and remove timber trees and undergrowth from the said land and to burn off on the said land all such timber trees and undergrowth, provided always that such burning off shall take place within 24 hours of the grantee having obtained from the grantor or its foreman permission in writing so to burn.

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- 3. Cut and remove such timber and trees not on the said land which
- (a) When on the boundary of the said land exceed forty feet in height, or
- (b) By reason of height rise above a plane at an angle of 45<sup>o</sup> above the horizontal drawn from the top of a tree 40 feet in height on the said boundary.

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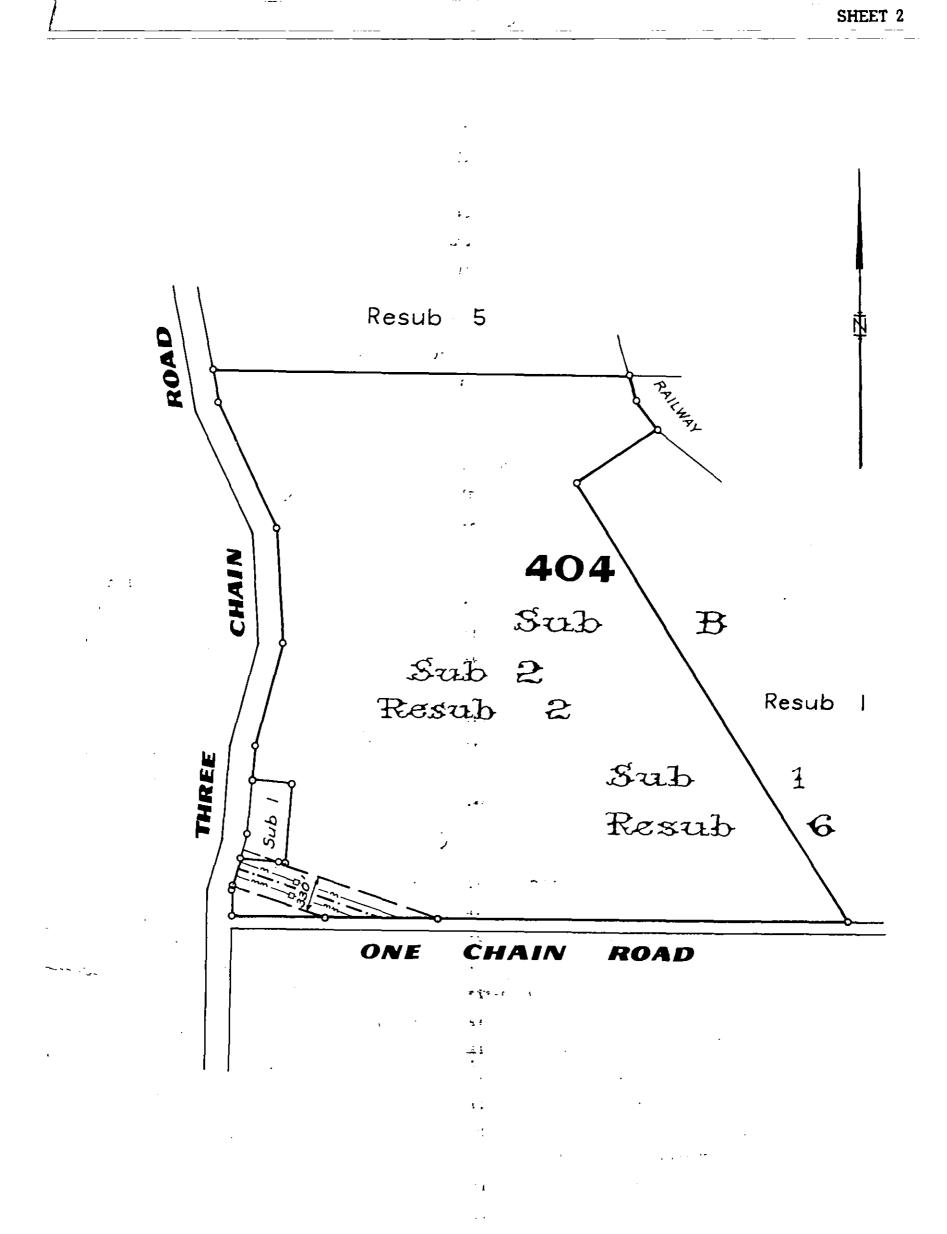
4. Construct and maintain such access tracks gates and appurtenant works as the Grantee shall consider necessary on the said land and also on any part of the land of the Grantor where it may be convenient to pass or repass to gain access to the said land or from one part of the said land to another part of the said land.

Prevent :-The erection of any additional structure or building to a height exceeding seven (7) feet from ground level or any building or structure having a floor area in excess of 240 square feet on the said land as shown on the sketch plan attached hereto. The stockpiling of any soil, sand, gravel, other substance or material on the said land or the construction of any roads, dam walls or other earthworks on the said land which would in any way reduce below the statutory requirement the height of the conductors above ground level.

The laying of any metal pipes within a distance of ten (10) feet from the base of any steel tower, pole, ground stay or support. Removal or stockpiling of any soil, sand, gravel or other substance within a distance of sixty (60) feet from the base of any steel tower, pole, ground stay or support on or in the said land. The inundation of the said land where any towers, poles, ground stays or supports are erected or located.

The inundation of the said land which would in any way reduce below the statutory requirement the height of the conductors. The removal or stockpiling\_of\_any\_soil\_sand\_gravel-clay=or other substance from or on the said land within ten (10) feet either side of the centre line-of-the said land.

(h) The growing of any sugar cane on the said land.
6. Permit and allow structures or buildings as shown on the sketch plan attached hereto to remain at the pleasure of the Grantor but to prevent the Grantor making or causing to be made any alterations or additions to such structures or buildings affecting their overall dimensions.
7. To permit the use of the said land for any purpose not inconsistent with the rights previously mentioned hereby granted to the Grantee and not likely to cause interference with or endanger the Grantee's lines, towers, poles, ground stays, supports, access tracks and appurtenant works, it being hereby specifically agreed that the Grantor shall have the right to construct and maintain by cultivation or otherwise a 20



LEGEND	THE SOUTHE	RN ELECTRIC AUTHORITY OF QLD.	DATE
TOWER.	vide:- s.e.a.q. <u>599</u>	DETAIL PLAN OF IMPROVEMENTS ON EASEMENT IN SUB 2 OF RESUB 2 OF SUB 1 OF RESUB 6 OF SUB B PORTION404 PARISH	2 _ 12 . 1969 <u>SCALE</u> <u>800 ft = 1</u> " <u>REF.</u> <u>S C . 91</u> <u>PLAN REF.</u> <u>E.S. D. 539</u>

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	ENSLAND TITLES REGISTRY	EAS	EMENT	FORM 9 Version 4
7 E 1	Title Act 1994 and Land Act 1 <b>23262984</b> C 600 \$224.32 7/05/2024 11:28:56 Department's website.	994 <i>FICE USE ONLY</i> orm is authorised by legislation and is e records. For more information see	Transaction No Duty Paid \$ UTI \$?	$ \underbrace{\begin{array}{c} 0 & \underline{Byty}\underline{Gmt}\underline{Gmt}\underline{Gmt}\underline{Gmt}\underline{Gmt}\underline{Gmt}\underline{1} & 1 & Duties Act 2007 \\ 0: & \underline{5} & \underline{2} & \underline{3} & -\underline{2} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} & \underline{5} \\ 0. & \underline{5} \\ 0. & \underline{5} \\ 0. & \underline{5} &$
	Grantor	NITIES (YARRABILBA) PTY	Lodger (Name, address MINTER ELLISON Waterfront Place 1 Eagle Street BRISBANE Rebecca.tyquin@mir (07) 3119 6000 148	Code 021A
<u>)</u>	Description of Easem Servient Tenement (bu EASEMENT AA ON SI EASEMENT AB ON SI *Dominant Tenement ( NOT APPLICABLE ≠not applicable if easement	rdened land) 2333768 2333768 benefited land)		Title Reference to issue from 51321839 to issue from 51321839
3.	Interest being burden FEE SIMPLE	ed	<ul> <li>*4. Interest being I NOT APPLICAB</li> <li>≠not applicable if easement</li> </ul>	BLE
5.	Grantee Given names	•	ny name and number	(include tenancy if more than one)
		LOGAN CITY	COUNCIL	
i. The	ted in item 7 and the Gra		7. Purpose of eas SEWERAGE	the servient tenement for the purpose
3. The	\$1.00 Grant/Execution e Grantor for the above of ted in item 7 and the Gra ate if not applicable	consideration grants to the Grant intor and Grantee covenant with <b>must be aware of his/her oblig</b> signature full_name	7. Purpose of eas SEWERAGE ee the easement over each other in terms of ations under section	the servient tenement for the purpose
sta del <b>Nit</b>	\$1.00 Grant/Execution e Grantor for the above of ted in item 7 and the Gra ete if not applicable Witnessing officer	consideration grants to the Grant intor and Grantee covenant with <b>must be aware of his/her oblig</b> signature full.name qualification	7. Purpose of eas SEWERAGE	the servient tenement for the purpose f: document no 720963430. • <b>162 of the Land Title Act 1994</b>

Lendlease Communities (Yarrabilba) Pty Ltd ACN 622 600 186 by its duly constituted

#### Title Reference to issue from 51321839

#### 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 720963430. \*delete if not applicable

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

attomeys, Andrew Erzetich and Graeme Knox who are employed by a subsidiary of Lendlease Corporation Limited and both hold the job titles of Senior Development Manager within the Communities Business Unit, under Power of Attorney No. 723163708, who declares that they have received no revocation of signature Caroline Constance Green full name 01,05,2024 Commissioner for Declarations qualification (Reg. No. 133823) **Execution Date** ntor's Signature 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 01,05,2021 gualification Caroline Constance Greer WitnesSingroissiener for Declarations **Grantor's Signature Execution Date** (Witnessing office out with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

### SCHEDULE

### Title Reference to issue from 51321839

I, Andrew Erzetich of c/- Level 8, 25 King Street BOWEN HILLS in the State of Queensland, do solemnly and sincerely declare as follows:

- By Power of Attorney No. 723163708 dated 2 April 2024 ('Power of Attorney'), Lendlease 1. Communities (Yarrabilba) Pty Ltd ACN 103 578 436 ('Principal') appointed any director or secretary of the Principal, any person employed by a subsidiary of Lendlease Corporation Limited and holding the job title of Head of NSW, Communities, Head of VIC, Communities, Head of QLD, Communities, Head of WA, Communities, Executive Director, Origination, Managing Director, Communities, State Sales Manager, Director of Operations, Communities, Director, Special Projects, General Manager Finance, Regional Senior Finance Manager, Senior Finance Manager, Senior Development Manager, Finance Manager, Development Manager within the Communities Business Unit and any Partner of Minter Ellison as its attorney to do all things referred to in the Power of Attorney.
- I am employed by a subsidiary of Lendlease Corporation Limited and hold the job title of Senior 2. Development Manager within the Communities Business Unit.
- I am personally aware of the current description of the 'Property' as defined in the Power of 3. Attorney.
- Lot 101 on SP271601, Lot 903 on SP291907 and Lot 5000 on SP333767 are owned by the 4. Principal and are located at the development known as 'Yarrabilba'.
- Lot 101 on SP271601, Lot 903 on SP291907 and Lot 5000 on SP333767 are therefore part of the 5. 'Property' as defined in the Power of Attorney.

AND I MAKE this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1867.

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SIGNED AND DECLARED by the above named

**Declarant at BOWEN HILLS** 

the ST day of MAY

Caroline Constance Greer **Commissioner for Declarations** (Reg. No. 133823) Justice of the Peace, C Dec, Solicitor

2024

### Title Reference to issue from 51321839

I, Graeme Knox of c/- Level 8, 25 King Street BOWEN HILLS in the State of Queensland, do solemnly and sincerely declare as follows:

- 1. By Power of Attorney No. 723163708 dated 2 April 2024 ('Power of Attorney'), Lendlease Communities (Yarrabilba) Pty Ltd ACN 103 578 436 ('Principal') appointed any director or secretary of the Principal, any person employed by a subsidiary of Lendlease Corporation Limited and holding the job title of Head of NSW, Communities, Head of VIC, Communities, Head of QLD, Communities, Head of WA, Communities, Executive Director, Origination, Managing Director, Communities, State Sales Manager, Director of Operations, Communities, Director, Special Projects, General Manager Finance, Regional Senior Finance Manager, Senior Finance Manager, Senior Development Manager, Finance Manager, Development Manager within the Communities Business Unit and any Partner of Minter Ellison as its attorney to do all things referred to in the Power of Attorney.
- 2. I am employed by a subsidiary of Lendlease Corporation Limited and hold the job title of Senior Development Manager within the Communities Business Unit.
- 3. I am personally aware of the current description of the 'Property' as defined in the Power of Attorney.
- 4. Lot 101 on SP271601, Lot 903 on SP291907 and Lot 5000 on SP333767 are owned by the Principal and are located at the development known as 'Yarrabilba'.
- 5. Lot 101 on SP271601, Lot 903 on SP291907 and Lot 5000 on SP333767 are therefore part of the 'Property' as defined in the Power of Attorney.

**AND I MAKE** this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1867.

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2024

SIGNED AND DECLARED by the above named

Declarant at BOWEN HILLS the *IST* day of *MIAY* 

**Caroline Constance Greer** Commissioner for Declarations (Reg. No. 133823)

Justice of the Peace, C Dec, Solicitor

	ENSLAND TITLES REGISTR	•	EM	ENT		FORM 9 Version 4
	Title Act 1994 and Land Act 23262985	ling Number	,	Transact	lo: $1 \xrightarrow{D0y} 0 \xrightarrow{Dp} 0 \xrightarrow{0} 6 1$ ion No: $5 \xrightarrow{2} \xrightarrow{8} \xrightarrow{2}$ id \$.9.93	58-576
1	C 600 \$224.32 7/05/2024 11:28:56 Department's website.	FICE USE ONLY rrm is authorised by legislation and is e records. For more information see		UTI\$	0 - 20 3 /05 /24 Signed:	Section 30 Applied
<u>uie c</u> 1.	Grantor		Loc	iger (Name, addres	s, E-mail & phone numbe	r) Lodger
		INITIES (YARRABILBA) PTY }	MIN Wa 1 E BRI Rel	ITER ELLISON terfront Place agle Street ISBANE becca.tyquin@mi	interellison.com	Code 021A
			(07	) 3119 6000 14		eference
2.	Description of Easen					cicience
	Servient Tenement (bu EASEMENT AA ON S				to issue	e from 51321839
	<sup>#</sup> Dominant Tenement ( NOT APPLICABLE ≠not applicable if easement					
3.	Interest being burder	 ned	≠4.	Interest being	benefited	
•.	FEE SIMPLE					
				applicable if easeme		
_	<u> </u>					cy if more than one)
5.	Grantee Given names	LOGAN CITY	-	ame and number	(meidde tenan	
6.	Consideration		7.	Purpose of ea		
	\$1.00				ID WATER SUPPLY	
stat	ed in item 7 and the Gra ete if not applicable	consideration grants to the Grant antor and Grantee covenant with must be aware of his/her oblig	eac	h other in terms o	of: document no 720	963430.
		signature full name			SEE ENLARGED F	ANEL
(Witi		qualification	Ex	/ / ecution Date		Grantor's Signature
nue	Act 1994 eg Legal Practition				Logan City Council	
	Alland	signature		/		
-J.	Tammy Nicke		9	5 2024	-ta	2
(Wite	nessing Officer nessing officer must be in acc Act 1994 eg Legal Practition	cordance with Schedule 1 of Land	E PEA(	E QUALIERS		Authorised Delegate Grantee's Signature
ME_220	0041911_1		& AT	ORNEY-GE		-

Lendlease Communities (Yarrabilba) Pty Ltd

#### Title Reference to issue from 51321839

#### 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 720963430.

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

ACN 622 600 186 by its duly constituted attorneys, Andrew Erzetich and Graeme Knox who are employed by a subsidiary of Lendlease Corporation Limited and both hold the job titles of Senior Development Manager within the Communities Business Unit, under Power of Attorney No. 723163708, w declares that they 10LK have receive ıf it signature Caroline Constance Greefil name Commissioner for Declarations 01,05,2024 (Reg. No. 133823) qualification **Execution Date** Grantor's Signature Witnessing Officer (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec) HEN signature Caroline Constance Greename Commissioner for Declarations 01,05,2024 (Reg. No. 133823) Grantor's Signature **Execution Date** Witnessing Officer (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

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- I am employed by a subsidiary of Lendlease Corporation Limited and hold the job title of Senior 2. Development Manager within the Communities Business Unit.
- I am personally aware of the current description of the 'Property' as defined in the Power of 3. Attorney.
- Lot 101 on SP271601, Lot 903 on SP291907 and Lot 5000 on SP333767 are owned by the 4. Principal and are located at the development known as 'Yarrabilba'.
- Lot 101 on SP271601, Lot 903 on SP291907 and Lot 5000 on SP333767 are therefore part of the 5. 'Property' as defined in the Power of Attorney.

AND I MAKE this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1867.

)

SIGNED AND DECLARED by the above named )

**Declarant at BOWEN HILLS** 

the 1st day of MAY

Caroline Constance Greer Commissioner for Declarations Justice of the Peace, C Dec, Solicitor

2024

### Title Reference to issue from 51321839

I, Graeme Knox of c/- Level 8, 25 King Street BOWEN HILLS in the State of Queensland, do solemnly and sincerely declare as follows:

- By Power of Attorney No. 723163708 dated 2 April 2024 ('Power of Attorney'), Lendlease 1. Communities (Yarrabilba) Pty Ltd ACN 103 578 436 ('Principal') appointed any director or secretary of the Principal, any person employed by a subsidiary of Lendlease Corporation Limited and holding the job title of Head of NSW, Communities, Head of VIC, Communities, Head of QLD, Communities, Head of WA, Communities, Executive Director, Origination, Managing Director, Communities, State Sales Manager, Director of Operations, Communities, Director, Special Projects, General Manager Finance, Regional Senior Finance Manager, Senior Finance Manager, Senior Development Manager, Finance Manager, Development Manager within the Communities Business Unit and any Partner of Minter Ellison as its attorney to do all things referred to in the Power of Attorney.
- I am employed by a subsidiary of Lendlease Corporation Limited and hold the job title of Senior 2. Development Manager within the Communities Business Unit.
- I am personally aware of the current description of the 'Property' as defined in the Power of 3. Attorney.
- Lot 101 on SP271601, Lot 903 on SP291907 and Lot 5000 on SP333767 are owned by the 4. Principal and are located at the development known as 'Yarrabilba'.
- Lot 101 on SP271601, Lot 903 on SP291907 and Lot 5000 on SP333767 are therefore part of the 5. 'Property' as defined in the Power of Attorney.

AND I MAKE this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1867.

)

)

)

2024

SIGNED AND DECLARED by the above named

**Declarant at BOWEN HILLS** the IST day of MAY

Caroline Constance Greer Commissioner for Declarations (Reg. No. 133823)

Justice of the Peace, C Dec, Solicitor



### **Current Title Search**

#### Queensland Titles Registry Pty Ltd ABN 23 648 568 101

Title Reference:	51365594	
Date Title Created:	05/11/2024	
Previous Title:	51363903	

### ESTATE AND LAND

Estate in Fee Simple

LOT 5006 SURVEY PLAN 345730 Local Government: LOGAN

### REGISTERED OWNER

Dealing No: 723779453 24/12/2024

SRCP (YARRABILBA) PTY LTD A.C.N. 103 578 436

### EASEMENTS, ENCUMBRANCES AND INTERESTS

- 1. Rights and interests reserved to the Crown by Deed of Grant No. 10574136 (POR 404) Deed of Grant No. 10653233 (POR 382) Deed of Grant No. 10653234 (POR 361) Deed of Grant No. 40071811 (Lot 101 on SP 271601)
- EASEMENT IN GROSS No 601550225 (E104375) 08/10/1971 Burdening the land TO QUEENSLAND ELECTRICITY COMMISSION OVER EASEMENT A ON RP124133
- TRANSFER No 703667585 02/11/1999 at 09:06
   EASEMENT IN GROSS: 601550223 (K311945W)
   EASEMENT IN GROSS: 601550225 (E104375)
   QUEENSLAND ELECTRICITY TRANSMISSION CORPORATION LIMITED
   A.C.N. 078 849 233
- EASEMENT IN GROSS No 601573621 (E104373) 08/10/1971 BURDENING THE LAND TO QUEENSLAND ELECTRICITY COMMISSION OVER EASEMENT A ON RP124129
- TRANSFER No 703439456 07/07/1999 at 15:01
   EASEMENT IN GROSS: 601573621 (E104373 )
   QUEENSLAND ELECTRICITY TRANSMISSION CORPORATION LIMITED
   A.C.N. 078 849 233
- 6. MORTGAGE No 717223776 03/05/2016 at 15:44 HANCOCK RESOURCES PTY LTD A.C.N. 009 657 783 OVER PART OF THE LAND FORMERLY LOT 902 ON SP279789
- MORTGAGE No 717307584 10/06/2016 at 11:41 HANCOCK RESOURCES PTY LTD A.C.N. 009 657 783 OVER PART OF THE LAND FORMERLY LOT 101 ON SP271601
- MORTGAGE No 722638236 26/07/2023 at 14:07 HANCOCK RESOURCES PTY LTD A.C.N. 009 657 783 OVER PART OF THE LAND FORMERLY LOT 5000 ON SP333767



### **Current Title Search**

Queensland Titles Registry Pty Ltd ABN 23 648 568 101

Title Reference:

51365594

### EASEMENTS, ENCUMBRANCES AND INTERESTS (Continued)9.EASEMENT IN GROSS No 723262984 17/05/2024 at 11:28

BURDENING THE LAND LOGAN CITY COUNCIL OVER EASEMENTS AA AND AB ON SP333768

10. EASEMENT IN GROSS No 723262985 17/05/2024 at 11:28 burdening the land LOGAN CITY COUNCIL over EASEMENT AA ON SP333768

11. MORTGAGE No 723779454 24/12/2024 at 15:19 CBA CORPORATE SERVICES (NSW) PTY LTD A.C.N. 072 765 434

### ADMINISTRATIVE ADVICES

<b>Dealing</b> 712650927	<b>Type</b> VEG NOTICE VEGETATION MANAGEMENT ACT 1999	Lodgement Date 07/08/2009 14:40	Status CURRENT
713105655	VEG NOTICE	09/03/2010 15:33	CURRENT
719859396	VEGETATION MANAGEMENT ACT 1999 VEG NOTICE	22/01/2020 10:41	CURRENT
719859415	VEGETATION MANAGEMENT ACT 1999 VEG NOTICE VEGETATION MANAGEMENT ACT 1999	22/01/2020 10:43	CURRENT

### UNREGISTERED DEALINGS

NIL

### Caution - Charges do not necessarily appear in order of priority

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



Department of Environment, Science and Innovation (DESI) ABN 46 640 294 485 GPO Box 2454, Brisbane QLD 4001, AUSTRALIA www.des.qld.gov.au

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

Dye and Durham Terrain GPO Box 1612 Brisbane QLD 4001

Transaction ID: 51015678 EMR Site Id: 241585 Cheque Number: Client Reference:

585 06 June 2025

This response relates to a search request received for the site: Lot: 5006 Plan: SP345730 1668 WATERFORD TAMBORINE RD YARRABILBA

### **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 DESI has not been notified
- 2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DESI 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**