

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference: 12235113	Search Date: 30/03/2026 11:35
Date Title Created: 04/05/1945	Request No: 55595611
Previous Title: 11279104	

ESTATE AND LAND

Estate in Fee Simple

LOT 5 REGISTERED PLAN 11186
Local Government: BRISBANE CITY

REGISTERED OWNER

Dealing No: 723009285 15/01/2024

PAU HOLDINGS NO 2 PTY LTD A.C.N. 647 285 087 TRUSTEE
UNDER INSTRUMENT 723009285

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19553201 (ESA 71)
2. EASEMENT No 701321805 22/05/1996 at 12:19
benefiting the land over
EASEMENTS C & D ON RP818354
3. EASEMENT No 701321813 22/05/1996 at 12:21
burdening the land to
THE PROPRIETORS MARK LANE TERRACES BUP NO.100190
OVER EASEMENT B ON RP818354
4. EASEMENT No 713357017 16/07/2010 at 16:01
burdening the land to
LOT 2 ON RP11186 OVER
EASEMENT B ON RP818354
5. MORTGAGE No 723420170 26/07/2024 at 10:57
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED A.C.N. 005
357 522

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference: 50671203	Search Date: 30/03/2026 11:35
Date Title Created: 02/07/2007	Request No: 55595612
Previous Title: 12000230	

ESTATE AND LAND

Estate in Fee Simple

LOT 9 SURVEY PLAN 184393

Local Government: BRISBANE CITY

REGISTERED OWNER

Dealing No: 721865885 28/07/2022

PAU HOLDINGS NO 2 PTY LTD A.C.N. 647 285 087
UNDER INSTRUMENT 721865885

TRUSTEE

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19553201 (ESA 71)
2. EASEMENT No 715396746 30/10/2013 at 13:13
benefiting the land over
EASEMENT A ON SP260455
3. EASEMENT No 715396766 30/10/2013 at 13:20
benefiting the land over
EASEMENT B ON SP260456
4. MORTGAGE No 721943160 31/08/2022 at 16:00
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED A.C.N. 005
357 522

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference: 50673431	Search Date: 30/03/2026 11:35
Date Title Created: 13/07/2007	Request No: 55595617
Previous Title: 12538122	

ESTATE AND LAND

Estate in Fee Simple

LOT 8 SURVEY PLAN 184392

Local Government: BRISBANE CITY

REGISTERED OWNER

Dealing No: 721865884 28/07/2022

PAU HOLDINGS NO 2 PTY LTD A.C.N. 647 285 087
UNDER INSTRUMENT 721865884

TRUSTEE

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19553201 (ESA 71)
2. EASEMENT No 715396746 30/10/2013 at 13:13
benefiting the land over
EASEMENT A ON SP260455
3. EASEMENT No 715396766 30/10/2013 at 13:20
benefiting the land over
EASEMENT B ON SP260456
4. MORTGAGE No 721943160 31/08/2022 at 16:00
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED A.C.N. 005
357 522

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference: 50930654	Search Date: 30/03/2026 11:35
Date Title Created: 15/11/2013	Request No: 55595613
Previous Title: 11410020	

ESTATE AND LAND

Estate in Fee Simple

LOT 2 REGISTERED PLAN 11180
Local Government: BRISBANE CITY

REGISTERED OWNER

Dealing No: 721865885 28/07/2022

PAU HOLDINGS NO 2 PTY LTD A.C.N. 647 285 087 TRUSTEE
UNDER INSTRUMENT 721865885

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19553201 (ESA 71)
2. EASEMENT No 715396746 30/10/2013 at 13:13
benefiting the land over
EASEMENT A ON SP260455
3. EASEMENT No 715396766 30/10/2013 at 13:20
benefiting the land over
EASEMENT B ON SP260456
4. MORTGAGE No 721943160 31/08/2022 at 16:00
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED A.C.N. 005
357 522

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference: 50930703	Search Date: 30/03/2026 11:35
Date Title Created: 15/11/2013	Request No: 55595615
Previous Title: 13220250	

ESTATE AND LAND

Estate in Fee Simple

LOT 1 SURVEY PLAN 260456

Local Government: BRISBANE CITY

REGISTERED OWNER

Dealing No: 723298790 03/06/2024

PAU HOLDINGS NO 2 PTY LTD A.C.N. 647 285 087
UNDER INSTRUMENT 723298790

TRUSTEE

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19553201 (ESA 71)
2. EASEMENT No 715396766 30/10/2013 at 13:20
burdening the land to
LOT 9 ON SP184933, LOT 8 ON SP184392 AND LOT 2 ON RP11180
OVER EASEMENT B ON SP260456
3. MORTGAGE No 723420170 26/07/2024 at 10:57
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED A.C.N. 005
357 522

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference: 51373919	Search Date: 30/03/2026 11:35
Date Title Created: 10/02/2025	Request No: 55595616
Previous Title: 50003014, 50003015, 50003016, 50003017	

ESTATE AND LAND

Estate in Fee Simple

LOT 3 SURVEY PLAN 352812

Local Government: BRISBANE CITY

REGISTERED OWNER

Dealing No: 723837310 31/01/2025

PAU HOLDINGS NO 2 PTY LTD A.C.N. 647 285 087
UNDER INSTRUMENT 722877558, 722930317 AND
723389456

TRUSTEE

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19553201 (ESA 71)
2. EASEMENT No 701321805 22/05/1996 at 12:19
burdening the land to
LOT 5 ON RP11186 OVER EASEMENTS C & D ON RP818354
3. EASEMENT No 701321813 22/05/1996 at 12:21
benefiting the land over
EASEMENT B ON RP818354
4. MORTGAGE No 723420170 26/07/2024 at 10:57
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED A.C.N. 005
357 522

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	51384447	Search Date:	30/03/2026 11:35
Date Title Created:	30/05/2025	Request No:	55595610
Previous Title:	50930698, 50930699, 50930700, 51027724, 51176485, 51176486, 51176487, 51176488, 51176489, 51176490		

ESTATE AND LAND

Estate in Fee Simple

LOT 10 SURVEY PLAN 352833

Local Government: BRISBANE CITY

REGISTERED OWNER

Dealing No: 724080748 27/05/2025

PAU HOLDINGS NO 2 PTY LTD A.C.N. 647 285 087

TRUSTEE

UNDER INSTRUMENTS 723229241, 723361381, 723367298,
723452231, 723572200, 723572853, 723572866, 723918334 AND
723956261

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19553201 (ESA 71)
2. EASEMENT No 715396746 30/10/2013 at 13:13
burdening the land to
LOT 9 ON SP184393, LOT 8 ON SP184392 AND LOT 2 ON RP11180
OVER EASEMENT A ON SP260455
3. MORTGAGE No 724514816 25/11/2025 at 12:13
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED A.C.N. 005
357 522

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference: 50930704	Search Date: 30/03/2026 11:35
Date Title Created: 15/11/2013	Request No: 55595614
Previous Title: 50930655	

ESTATE AND LAND

Estate in Fee Simple

LOT 2 SURVEY PLAN 260456

Local Government: BRISBANE CITY

REGISTERED OWNER

Dealing No: 724213467 21/07/2025

PAU HOLDINGS NO 2 PTY LTD A.C.N. 647 285 087
UNDER INSTRUMENT 724213467

TRUSTEE

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19553201 (ESA 71)
2. MORTGAGE No 724514816 25/11/2025 at 12:13
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED A.C.N. 005
357 522

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference: 51320552	Search Date: 30/03/2026 11:35
Date Title Created: 27/06/2023	Request No: 55595605
Previous Title: 13660053, 15838121, 16157105, 50671020, 50671021, 50671022, 50671023, 50671205, 51320484	

ESTATE AND LAND

Estate in Fee Simple

LOT 1 SURVEY PLAN 328486

Local Government: BRISBANE CITY

REGISTERED OWNER

Dealing No: 722570254 27/06/2023

PAU HOLDINGS NO 2 PTY LTD A.C.N. 647 285 087
UNDER INSTRUMENTS 722545835,722545843

TRUSTEE

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19553201 (ESA 71)
2. MORTGAGE No 722666773 08/08/2023 at 14:15
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED A.C.N. 005
357 522

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference: 13531004	Search Date: 22/04/2026 14:25
Date Title Created: 19/11/1962	Request No: 55869910
Previous Title: 11623234	

ESTATE AND LAND

Estate in Fee Simple

LOT 1 REGISTERED PLAN 99746
Local Government: BRISBANE CITY

REGISTERED OWNER

Dealing No: 708057458 15/09/2004

ST. NICHOLAS CATHEDRAL OF THE RUSSIAN ORTHODOX CHURCH
OUTSIDE OF RUSSIA IN THE CITY OF BRISBANE

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19553201 (ESA 71)

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

** End of Current Title Search **

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference: 13508096	Search Date: 22/04/2026 14:25
Date Title Created: 20/08/1962	Request No: 55869912
Previous Title: 12658075	

ESTATE AND LAND

Estate in Fee Simple

LOT 1 REGISTERED PLAN 99240
Local Government: BRISBANE CITY

REGISTERED OWNER

Dealing No: 724655113 28/01/2026

PAU HOLDINGS NO 2 PTY LTD A.C.N. 647 285 087 TRUSTEE
UNDER INSTRUMENT 724655113

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19553201 (ESA 71)

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

** End of Current Title Search **

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference: 12252228	Search Date: 22/04/2026 14:25
Date Title Created: 09/11/1945	Request No: 55869911
Previous Title: 11279104	

ESTATE AND LAND

Estate in Fee Simple

LOT 2 REGISTERED PLAN 11186
Local Government: BRISBANE CITY

REGISTERED OWNER

Dealing No: 724306252 28/08/2025

PHILIP USHER CONSTRUCTIONS PTY LTD A.C.N. 011 008 101

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19553201 (ESA 71)
2. EASEMENT No 713357017 16/07/2010 at 16:01
benefiting the land over
EASEMENT B ON RP818354
3. MORTGAGE No 724514826 25/11/2025 at 12:16
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED A.C.N. 005
357 522

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference: 13204186	Search Date: 30/03/2026 11:35
Date Title Created: 22/06/1959	Request No: 55595604
Previous Title: 13101047, 13110038	

ESTATE AND LAND

Estate in Fee Simple

LOT 2 REGISTERED PLAN 11188
Local Government: BRISBANE CITY

REGISTERED OWNER

ST NICHOLAS CATHEDRAL OF THE RUSSIAN ORTHODOX CHURCH
OUTSIDE OF RUSSIA IN THE CITY OF BRISBANE

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19553201 (ESA 71)
2. EASEMENT IN GROSS No 601099974 (940453) 25/05/1925
BURDENING THE LAND
TO BRISBANE CITY COUNCIL
OVER RESUB 2 OF SUB 4 OF THE WITHIN LAND
3. PAR/SURRENDER No 602525297 (A86365) 15/04/1929
OF EASEMENT NO'S 940453 AND 980570
TRANSFER AND SURRENDER TO THE REGISTERED PROPRIETOR OF THE
WITHIN LAND OF SO MUCH AND SUCH PARTS OF THE RIGHTS
COMPRISED THEREIN
4. EASEMENT IN GROSS No 602525296 (980570) 02/06/1926
BURDENING THE LAND
TO BRISBANE CITY COUNCIL
OVER SUB A OF RESUB 3 OF THE WITHIN LAND

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference: 16453180	Search Date: 30/03/2026 11:35
Date Title Created: 30/03/1983	Request No: 55595607
Previous Title: 11410019	

ESTATE AND LAND

Estate in Fee Simple

LOT 1 REGISTERED PLAN 11180
Local Government: BRISBANE CITY

LOT 1 REGISTERED PLAN 11182
Local Government: BRISBANE CITY

REGISTERED OWNER

Dealing No: 722739613 11/09/2023

PAU HOLDINGS NO 2 PTY LTD A.C.N. 647 285 087 TRUSTEE
UNDER INSTRUMENT 722739613

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19553201 (ESA 71)
2. MORTGAGE No 723420170 26/07/2024 at 10:57
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED A.C.N. 005
357 522

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **



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

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

Search Team
GPO Box 1612
Brisbane QLD 4000

Transaction ID: 51148074 EMR Site Id: 30 April 2026
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 10 Plan: SP352833
803 MAIN ST
KANGAROO POINT

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

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority



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

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

Search Team
GPO Box 1612
Brisbane QLD 4000

Transaction ID: 51148058 EMR Site Id: 30 April 2026
Cheque Number:
Client Reference:

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

Lot: 1 Plan: RP11180
32A MARK LANE
KANGAROO POINT

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

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority



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

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

Search Team
GPO Box 1612
Brisbane QLD 4000

Transaction ID: 51148059 EMR Site Id: 30 April 2026
Cheque Number:
Client Reference:

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

Lot: 1 Plan: RP11182
32 MARK LANE
KANGAROO POINT

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

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority



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ABN 46 640 294 485
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
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SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

Search Team
GPO Box 1612
Brisbane QLD 4000

Transaction ID: 51148060 EMR Site Id: 30 April 2026
Cheque Number:
Client Reference:

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

Lot: 1 Plan: RP99240
48 MARK LANE
KANGAROO POINT

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

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority



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ABN 46 640 294 485
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
www.detsi.qld.gov.au

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

Search Team
GPO Box 1612
Brisbane QLD 4000

Transaction ID: 51148073 EMR Site Id: 30 April 2026
Cheque Number:
Client Reference:

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

Lot: 9 Plan: SP184393
807 MAIN ST
KANGAROO POINT

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

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority



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ABN 46 640 294 485
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
www.detsi.qld.gov.au

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

Search Team
GPO Box 1612
Brisbane QLD 4000

Transaction ID: 51148072 EMR Site Id: 30 April 2026
Cheque Number:
Client Reference:

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

Lot: 8 Plan: SP184392
811 MAIN ST
KANGAROO POINT

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

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority



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

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

Search Team
GPO Box 1612
Brisbane QLD 4000

Transaction ID: 51148069 EMR Site Id: 30 April 2026
Cheque Number:
Client Reference:

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

Lot: 5 Plan: RP11186
44 MARK LANE
KANGAROO POINT

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

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority



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

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

Search Team
GPO Box 1612
Brisbane QLD 4000

Transaction ID: 51148068 EMR Site Id: 30 April 2026
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 3 Plan: SP352812
38 MARK LANE
KANGAROO POINT

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

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority



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GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
www.detsi.qld.gov.au

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

Search Team
GPO Box 1612
Brisbane QLD 4000

Transaction ID: 51148068 EMR Site Id: 30 April 2026
Cheque Number:
Client Reference:

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

Lot: 3 Plan: SP352812
38 MARK LANE
KANGAROO POINT

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

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority



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

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

Search Team
GPO Box 1612
Brisbane QLD 4000

Transaction ID: 51148067 EMR Site Id: 30 April 2026
Cheque Number:
Client Reference:

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

Lot: 2 Plan: SP260456
26 MARK LANE
KANGAROO POINT

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

Search Team
GPO Box 1612
Brisbane QLD 4000

Transaction ID: 51148064 EMR Site Id: 30 April 2026
Cheque Number:
Client Reference:

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

Lot: 2 Plan: RP11180
26A MARK LANE
KANGAROO POINT

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

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The EMR/CLR does NOT include:-

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

Search Team
GPO Box 1612
Brisbane QLD 4000

Transaction ID: 51148061 EMR Site Id: 30 April 2026
Cheque Number:
Client Reference:

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

Lot: 1 Plan: SP328486
352 VULTURE ST
KANGAROO POINT

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

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The EMR/CLR does NOT include:-

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

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

Search Team
GPO Box 1612
Brisbane QLD 4000

Transaction ID: 51148066 EMR Site Id: 30 April 2026
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 2 Plan: RP11188
1/350 VULTURE ST
KANGAROO POINT

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

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

Search Team
GPO Box 1612
Brisbane QLD 4000

Transaction ID: 51148062 EMR Site Id: 30 April 2026
Cheque Number:
Client Reference:

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

Lot: 1 Plan: RP99746
52 MARK LANE
KANGAROO POINT

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

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority



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

Search Team
GPO Box 1612
Brisbane QLD 4000

Transaction ID: 51148065 EMR Site Id: 30 April 2026
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 2 Plan: RP11186
46 MARK LANE
KANGAROO POINT

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

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority



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ABN 46 640 294 485
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
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SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

The Search People
1612 GPO Box
Brisbane QLD 4001

Transaction ID: 51153157 EMR Site Id: 13 May 2026
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 1 Plan: SP260456
18 MARK LANE
KANGAROO POINT

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

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority



940453

601099974

EAS IN GROSS

Metropolitan Water, Gas, and Sewerage Board.

Office, Albert Street,
Brisbane

21st. May, 1925.



The Registrar of Titles,
Brisbane.

Dear Sir,
Please be so good as to have the attached
proclamation, dated 2nd. May, 1925, for easements, endorsed
on Certificates of Titles, shown in the accompanying
schedule.

Yours faithfully,

J. Maccheste
President.

Enclosure.

RECEIVED
25 MAY 1925
1647
5712
TROYER CL
ATTORNEY

20485 & 25 MAY 1925
BRISBANE.

No. A86363 PURSUANT to the provisions of section 51 of "The City of Brisbane Act of 1924," an Easement over ^{52/10 hold Res Affiliated in C2 19614} ~~4/100 hold Res A-8-A~~ ²⁶⁹⁸⁵⁰ ~~8/10 hold Res A-8-A~~ ²⁵⁵³⁵⁰ is divested from The Metropolitan Water Supply and Sewerage Board and vested in BRISBANE CITY COUNCIL.

Produced 15 Apr 1929 at 2.50 p.m.,
 Registered 8 May Apr 1929

L. Brasfield
 REGISTRAR OF TITLES

No. A86364 Transfer and Surrender to the registered proprietor of the land described in C2 269850 so much and such parts of the rights comprised in Easement No. 940453 as appears by the said Transfer and Surrender No. A86364

Produced 15 Apr 1929 at 2.50 p.m. registered 8 May Apr 1929

L. Brasfield
 REGISTRAR OF TITLES

No. A86365 Transfer and Surrender to the registered proprietor of the land described in C2 255350 so much and such parts of the rights comprised in Easement No. 940453 as appears by the said Transfer and Surrender No. A86365 Produced 15 Apr 1929 at 2.50 p.m. registered 8 May Apr 1929

L. Brasfield
 REGISTRAR OF TITLES

No. A86366 Transfer and Surrender to the registered proprietor of the land described in C2 214 so much and such parts of the rights comprised in Easement No. 940453 as appears by the said Transfer and Surrender No. A86366

Produced 15 Apr 1929 at 2.50 p.m. registered 8 May Apr 1929

L. Brasfield
 REGISTRAR OF TITLES

No. 499091 Pursuant to the provisions of section 51 of "The City of Brisbane Act of 1924," an Easement over 1/100 hold Res A-8-A ²¹⁷⁴⁶ ~~21746~~ ²¹⁷⁴⁶ is divested from The Metropolitan Water Supply and Sewerage Board and vested in BRISBANE CITY COUNCIL.

Produced 26 Aug. 9 11.55 a.m.
 Registered 30 Aug. 1929

Alex. Brown
 REGISTRAR OF TITLES

199599. Transfer and Surrender to the
interested proprietor of the within land, certain
in No. 278488 of so much and such part
of the rights comprised in Easement to 94045
as appears by the said transfer and
surrender to 199599. Produced 26 Aug 1929
at 11:55 a.m. Registered 30 Aug 1929

Alex Brown
REGISTRAR OF TITLES



199600. Transfer and Surrender to the
interested proprietors of the within land of so much and
such parts of the rights comprised in
Easement to 94045 as appears by the said
transfer and Surrender to 199600. Produced
27 Aug 1929 at 11:55 a.m. Registered 30 Aug 1929

Alex Brown
Acting REGISTRAR OF TITLES

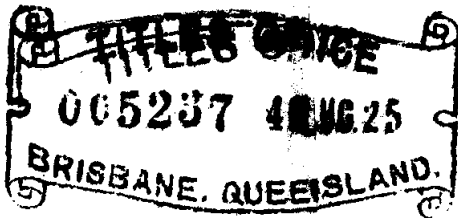


Partially Surrendered Vols 657882 &
Produced 18 Dec 1981 at 3:23 pm.
The within easement is extinguished
as far as it relates to Vol 657882
ESA 65 only.

REGD. 1981 FEB 1982

REGISTRAR OF TITLES





ALL COMMUNICATIONS
TO BE ADDRESSED TO
"THE MANAGER"
G.P.O. BOX NO. 159

*The Queensland National Bank Limited,
Head Office
Brisbane*

3rd August 1925.

The Deputy Registrar of Titles,
BRISBANE.

Dear Sir,

Resumption No. 940453.

We beg to acknowledge receipt of your letter of 30th ultimo, and, in noting contents, to advise that the Certificate of Title in question, is presently held by Mr. Harry Raff, Surveyor, and we understand from him that same is to be lodged at your office on 5th proximo in connection with a Transfer of part of the property.

Yours faithfully,

[Signature]
MANAGER.

Res 94 Oct 53

53889	863	129	William James Barrett & Francis Henry Barrett as devisees in trust	free	-	X not in Spec
209644	1279	104	Elizabeth Rosena McKennan wife of Hector McKennan	in PRP 049	Per Penn Bd.	not in Spec
297453	1584	193	James Sharp & Lily Marie Sharp his wife	-	-	do
263344	1476	84	Albert James	in 869693	Red. Deposit	do
187073	663	63	Joseph Croc, Sophie Idennetta Croc, Augustus Albert Croc & James Schaffer Croc	free	-	do
71466	459	246	William Scott Craig & Ann Maria Craig his wife	free	-	do
71862	57	102	Philip Watson	free	-	not in Spec
269870	1506	90	Louis Wells Luckins	in. 828897	B. Di B. M. U. 10 01	do
46294	311	86	Gilbert Frederic Campbell Bennett & Agnes Maria Bennett his wife	free	-	do
112948	926	88	Daniel William Ziple	free	-	P/K
278467	1544	207	Richard Henry Hocking & Mary Ann Hocking his wife	free	-	not in Spec

TD 890284 E Bameat

~~In 885049~~

Cm 898679

~~In 869693~~

TD 878418
Sw Cox

109749 a

~~In 828447~~

Cm 986254

P/C dua

C/O 278467

Res 940453

43							Deed
43	58905	397	145	Council City of Brantham	free	-	not in file
	65029	443	9	William Williams	Res 940428		do
	70937	488	177	Alice Jane Dowers Spinale	m. 721514	Walt. Bank	do
	70936	488	176	Hans Christiansen	m. 775894 88294	Sullivan H McC Ambeck	do
	141772	879	12	Eliza Ann Campbell - Widow	m. 867759	C.H. Rich	do
	141771	879	11	Ruby Edith Evelyn Stewart - Spinale	free	-	do
	55695	375	185	Mary Katherine Hollingshead wife of William Hollingshead	free	-	do
	177928	1072	168	Cecil John Heffer ^{an}	free	-	do
	177927	1072	167	John Greise	free	-	do
	53083 44877	363	123	Anna Elisabeth Wagner wife of Gilbert Wagner	free	-	not in file
	179077 53087	1075 363	167 123	William Vidall Kospers	free	-	do

~~in 721514~~
~~882994~~

~~in 869159~~

248314 a

307882 a

224933 a

276359 a

No 940453

272488	1544	228	George Arthur Hamilton Curtis	free	-	not in Office
118485	753	145	Albert Lewis	hw 931377	D.M Bank	not in Office
255350	1440	90	John Charles Hames	hw 923864	Rec. Dep.	do

1 to check
P/c deed to get

CY 278488

~~In. 221397~~

~~In. 928361~~

Do not destroy the

A PROCLAMATION

By the Honourable WILLIAM LENNON, Lieutenant-Governor of the State of Queensland, acting as Deputy for and on behalf of His Excellency the Right Honourable Sir MATTHEW NATHAN, Major on the Retired List of His Majesty's Corps of Royal Engineers, having the Brevet Rank of Lieutenant-Colonel in His Majesty's Army, Knight Grand Cross of the Most Distinguished Order of St. Michael and St. George, Governor of the State of Queensland and its Dependencies, in the Commonwealth of Australia.

[L.S.]

WM. LENNON,
Deputy Governor.

IN pursuance of the powers and authorities in me vested under the provisions of "The Public Works Land Resumption Acts, 1906 to 1917," and "The Metropolitan Water Supply and Sewerage Acts, 1909 to 1924," and in pursuance of all other the powers and authorities in me vested, I, WILLIAM LENNON, Lieutenant-Governor, acting as Deputy for and on behalf of His Excellency the Governor aforesaid, and by and with the advice of the Executive Council, do, by this my Proclamation, notify and declare that, upon the lands described in the Schedule hereto, easements are taken by the Metropolitan Water Supply and Sewerage Board for sewerage purposes as from the Second day of May, 1925; including the full and free right and liberty to construct and thereafter forever to use and maintain a pipe for the passage or conveyance of sewage on the said pieces of land, and thereafter at all times of obtaining full, free, and uninterrupted access thereto from the surface of the said pieces of land, AND in relation to such easements and purposes aforesaid, and for the purpose of inspecting, cleansing, amending, and repairing all such sewerage works aforesaid, full, free, and uninterrupted right and liberty at all times and from time to time to enter upon and to go, pass, and re-pass over, along, upon, and under the said lands or any part thereof, with or without engineers, surveyors, workmen, and other persons and with or without horses, bullocks, carts, drays, motor-cars, wagons, lorries, trucks, trolleys, and other vehicles and things, and to open and break up the soil of the said lands or any part thereof as well the sub-surface as the surface thereof, and to bring and place in and upon such lands or any part thereof and remove such materials, machinery, tools, and other articles, and to do such other things in the premises as the said Board shall in its discretion think fit.

P.W.L.R. 393.

Given under my Hand and Seal, at Government House, Brisbane, this thirtieth day of April, in the year of our Lord one thousand nine hundred and twenty-five, and in the fifteenth year of His Majesty's reign.

By Command, W. McCORMACK.

GOD SAVE THE KING!

THE SCHEDULE.

(By way of Easement.)

THE BRISBANE LAND AGENT'S DISTRICT.

County of Stanley, parish of South Brisbane.

CONSTRUCTING AUTHORITY—THE METROPOLITAN WATER SUPPLY AND SEWERAGE BOARD.

Land taken—Subdivision A of eastern suburban allotment 117, as shown on Plan Cat. No. 40932 deposited in the Office of the Registrar of Titles, Brisbane.

Area taken—1 rood 13.6 perches.

Land taken—Subdivision A of resubdivision 23 of subdivisions 9 and 10 of eastern suburban allotment 109, as shown on Plan Cat. No. 40933 deposited in the Office of the Registrar of Titles, Brisbane.

Area taken—4.37 perches.

Land taken—Resubdivision A of subdivision 42 of eastern suburban allotment 114, as shown on Plan Cat. No. 40934 deposited in the Office of the Registrar of Titles, Brisbane.

Area taken—1.64 perches.

Land taken—Resubdivision A of subdivision 43 of eastern suburban allotment 114, as shown on Plan Cat. No. 40935 deposited in the Office of the Registrar of Titles, Brisbane.

Area taken—1.58 perches.

Land taken—Resubdivision A of subdivision 44 of eastern suburban allotment 114, as shown on Plan Cat. No. 40936 deposited in the Office of the Registrar of Titles, Brisbane.

Area taken—1.58 perches.

Land taken—Resubdivision A of subdivision 45 of eastern suburban allotment 114, as shown on Plan Cat. No. 40937 deposited in the Office of the Registrar of Titles, Brisbane.

Area taken—1.58 perches.

Land taken—Resubdivision A of subdivision 46 of eastern suburban allotment 114, as shown on Plan Cat. No. 40938 deposited in the Office of the Registrar of Titles, Brisbane.

375
185

Area taken—1.6 perches.

Land taken—Resubdivision A of subdivision 47 of eastern suburban allotment 114, as shown on Plan Cat. No. 40939 deposited in the Office of the Registrar of Titles, Brisbane.

107
163

Area taken—1.58 perches.

Land taken—Resubdivision A of subdivision 48 of eastern suburban allotment 114, as shown on Plan Cat. No. 40940 deposited in the Office of the Registrar of Titles, Brisbane.

1072
167

Area taken—1.58 perches.

Land taken—Resubdivision A of subdivision 49 of eastern suburban allotment 114, as shown on Plan Cat. No. 40941 deposited in the Office of the Registrar of Titles, Brisbane.

107
6

Area taken—1.58 perches.

Land taken—Resubdivision A of subdivisions 50 and 51 of eastern suburban allotment 114, as shown on Plan Cat. No. 40942 deposited in the Office of the Registrar of Titles, Brisbane.

363
123

Area taken—3.16 perches.

Land taken—Resubdivision A of subdivisions 52 and 53 of eastern suburban allotment 114, as shown on Plan Cat. No. 40943 deposited in the Office of the Registrar of Titles, Brisbane.

363
129

Area taken—3.16 perches.

Land taken—Subdivision A of resubdivision 1 of subdivision 2 of eastern suburban allotment 65, as shown on Plan Cat. No. 40944 deposited in the Office of the Registrar of Titles, Brisbane.

1584
193

Area taken—3.82 perches.

Land taken—Resubdivision A of subdivisions 1 and 5 of resubdivisions 1, 2, and 4 of subdivisions 6 and 7 of eastern suburban allotment 71, as shown on Plan Cat. No. 40945 deposited in the Office of the Registrar of Titles, Brisbane.

1270
102

Area taken—5.2 perches.

Land taken—Subdivision A of resubdivision 5 of subdivisions 1 and 10 of eastern suburban allotment 65, as shown on Plan Cat. No. 40946 deposited in the Office of the Registrar of Titles, Brisbane.

1476
81

Area taken—12.56 perches.

Land taken—Resubdivision A of subdivision 26 of portion 118, as shown on Plan Cat. No. 40947, deposited in the Office of the Registrar of Titles, Brisbane.

663
63

Area taken—5.05 perches.

Land taken—Resubdivision A of subdivision 24 of eastern suburban allotment 111, as shown on Plan Cat. No. 40948 deposited in the Office of the Registrar of Titles, Brisbane.

480
200

Area taken—6.4 perches.

Land taken—Resubdivision A of subdivision 15 of eastern suburban allotment 111, as shown on Plan Cat. No. 40949 deposited in the Office of the Registrar of Titles, Brisbane.

517
102

Area taken—65 perches.

Land taken—Subdivision A of resubdivision 2 of subdivision 2 and of resubdivision 5 of subdivision 3 of eastern suburban allotment 112, as shown on Plan Cat. No. 40950 deposited in the Office of the Registrar of Titles, Brisbane.

1500
50

Area taken—4.44 perches.

Land taken—Resubdivision A of subdivision 1 of eastern suburban allotment 112, as shown on Plan Cat. No. 40951 deposited in the Office of the Registrar of Titles, Brisbane.

311
36

Area taken—2.65 perches.

Land taken—Subdivision A of resubdivision 13 and of subdivision 3 of resubdivision 12 of subdivision 12 of eastern suburban allotment 113, as shown on Plan Cat. No. 40952 deposited in the Office of the Registrar of Titles, Brisbane.

1726
85

Area taken—1.59 perches.

Land taken—Resubdivision A of subdivision 2 of resubdivisions 11 and 12 of subdivisions 12 and 13 of eastern suburban allotment 113, as shown on Plan Cat. No. 40953 deposited in the Office of the Registrar of Titles, Brisbane.

1522
207

Area taken—1.83 perches.

Land taken—Subdivision A of resubdivision 10 and of subdivision 1 of resubdivision 11 of subdivision 13 of eastern suburban allotment 113, as shown on Plan Cat. No. 40954 deposited in the Office of the Registrar of Titles, Brisbane.

1522
223

Area taken—1.83 perches.

Land taken—Resubdivision A of subdivision 14 of eastern suburban allotment 113, as shown on Plan Cat. No. 40955 deposited in the Office of the Registrar of Titles, Brisbane.

753
145

Area taken—2.63 perches.

Land taken—Resubdivision 2 of subdivision 4 of resubdivisions 1 and 2 of subdivisions 6 and 7 of eastern suburban allotment 71, as shown on Plan Cat. No. 40956 deposited in the Office of the Registrar of Titles, Brisbane.

1410
30

Area taken—8.3 perches.

RSE
18.6.25

SCHEDULE OF BASEMENTS IN THE PARISH OF SOUTH BRISBANE. RETICULATION CONTRACT NO. 11/1923.

Description.	Registered Proprietor.	Address.	Remarks
Sub.A. of E.S.A. 117. Area 1r.13.6 perches. C.T.No.58905, Volume 397, Folio 145. Plan Catalogue No.40932.	The Council of the City of Brisbane.	Queen Street Brisbane.	✓
Sub.A. of Resub.23 of Subs 9 and 10 of E.S.A. 109. Area 4.37 perches, C.T.No. 65029, Volume 443, Folio 9 Plan Catalogue No. 40933.	William Williams.	Thorn Street Ipswich.	✓
Resub A. of Sub.42 of E.S.A.114. Area 1.64 perches. C.T.No.70937, Volume 485, Folio 177. Plan Catalogue No.40934.	Alice Jane Towers. (Spinster).	Rawlins Street, Kangaroo Point.	Mortgage No. ✓ 721514.
Resub. A of Sub. 43 of E.S.A. 114. Area 1.58 perches C.T.No. 70936, Volume 485, Folio 176. Plan Catalogue No. 40935.	Hans Christiansen.	Rawlins Street, Kangaroo Point.	Mortgage No. ✓ 775884 & No. 882994.
Resub. A of Sub.44 of E.S.A.114. Area 1.58 perches, C.T.No.141772, Volume 879, Folio 12. Plan Catalogue No. 40936.	Eliza Ann Campbell, (Widow).	Lambert Street, Kangaroo Point.	Mortgage No. ✓ 865579. 67757
Resub.A. of Sub. 45 of E.S.A. 114. Area 1.58 perches, C.T. No. 141771, Volume 879, Folio 11. Plan Catalogue No. 40937	Ruby Edith Evelyn Stewart. (Spinster).	C/- Nudgee College, Nudgee.	✓
Resub. A. of Sub.46 of E.S.A. 114. Area 1.6 perches C.T.No.55695, Volume 375, Folio 185. Plan Catalogue No. 40938.	Mary Katherine Hollingshead. (Wife of William Hollingshead)	Rawlins Street, Kangaroo Point.	✓
Resub A. of Sub.47 of E.S.A. 114. Area 1.58 perches C.T. No.177928, Volume 1072, Folio 168. Plan Catalogue No. 40939.	Cecil John Hefferan.	Rawlins Street, Kangaroo Point.	✓

Description.	Registered Proprietor.	Address.	Remarks.
Resub. A of Sub. 48 of E.S.A.114. Area 1.58 perches C.T.No. 177927, Volume 1072, Folio 167. Plan Catalogue No. 40940.	John Giese	C/- Mrs. Barrett Rawlins Street, Kangaroo Point.	
Resub.A of Sub.49 of E.S.A. 114. Area 1.58 perches, C.T.No. 178077, Volume 1073, Folio 67. Plan Catalogue No. 40941.	William Vidall Hoskins	C/- T. Gillan Estate Agents, Queen St. City.	
Resub.A of Subs 50 & 51 of E.S.A. 114. Area 3.16 perches, C.T. No. 53883, Volume 363, Folio 123. Plan Cat. No. 40942.	Anna Elisabeth Wagner, (Wife of Albert Wagner)	Rawlins Street, Kangaroo Point.	
Resub.A. of Subs 52 and 53 of E.S.A. 114. Area 3.16 perches C.T.No. 53889, Volume 363, Folio 129. Plan Catalogue No. 40943.	William James Barrett & Maurice Henry Barrett (as devisees in trust).	Rawlins Street Kangaroo Point.	
Resub.A of Subs. 1 and 5 of Resubs 1, 2 and 4 of Subs 6 & 7 of E. S. A. 71. Area 5.2 perches. Volume 1279, Folio 104, Plan Cat. No. 40945.	Elizabeth Rosena Mc.Lennan (wife of Hector Mc.Lennan).	Wellington St. Clayfield.	Mortgage No. 858049.
Sub. A of Resub. 1 of Sub.2 of E.S.A. 65. Area 3.82 perches, C.T. No. 287453, Volume 1584, Folio 193. Plan Catalogue No. 40944.	James Sharp & Lily Mabel Sharp (his wife as Joint tenants).	"Grafton", River Terrace, Kangaroo Point.	
Sub. A. of Resub. 5 of Subs. 1 and 10 of E.S.A. 65. Area 12.56 perches. C.T. No.263344, Volume 1476, Folio 84. Plan Catalogue No. 40946.	Albert Javes.	Main Street, Kangaroo Point.	Mortgage No. 869693.
Resub. of Sub. 26 of Portion 118. Area 5.05 perches. C/T. No.101073, Volume 663, Folio 63. Plan Catalogue No. 40947.	Joseph Cox; Sophie Henrietta Cox; Augustus Albert Cox & James Schaffer Cox. (as joint tenants)	C/- Public Curator, Elizabeth Street, Brisbane.	

Description.	Registered Proprietor.	Address	Remarks.
Resub. A. of Sub. 24 of E.S.A. 111. Area 6.4 perches C.T.No. 71466, Volume 489, Folio 206. Plan Catalogue No. 40948.	William Scott Craig & Arth Marie Craig (his wife as joint tenants).	Connor Street, Kangaroo Point.	
Resub. A of Sub. 15 of E.S.A. 111. Area 0.65 perches. C.T.No. 75862, Volume 517, Folio 102. Plan Catalogue No. 40949.	Phillip Watson.	Kidamaia Creek Via. Nambour, W.C.Line.	
Sub. A of Resub. 2 of Sub. 2 & of Resub. 5 of Sub. 3 of E.S.A. 112. Area 4.44 perches. C.T. 269850, Volume 1506, Folio 90, Plan Catalogue No. 40950.	Louis Wells Luckins	C/- K.M.Grant & Co. Limited, London Bk. Chambers, Queen St. Brisbane.	Mortgage No. 828897. ✓
Resub. A of Sub. 1 of E.S.A. 112. Area 2.65 perches. C.T. No. 46294, Volume 511, Folio 5. Plan Catalogue No. 40951.	Gilbert Frederic Campbell Bennett, and Agnes Maria Bennett. (as joint tenants).	Main Street, Kangaroo Point.	
Sub. A of Resub. 13 end of Sub. 3 of Resub. 12 of Sub. 12 of E.S.A. 113. Area 1.59 perches, C.T.No. 112848, Volume 726, Folio 88, Plan Catalogue No. 40952.	David William Tipler	McLennan Street, Woollobin.	✓
Resub. A of Sub. 2 of Resubs. 11 & 12 of Subs. 12 & 13 of E.S.A. 113. Area 1.83 perches. C.T.No. 278467, Volume 1544, Folio 207, Plan Catalogue No. 40953.	Richard Henry Hosking & Mary Ann Hosking (as joint tenants).	Main Street, Kangaroo Point.	✓
Sub. A of Resub. 10 end of Sub. 1 of Resub. 11 of Sub. 13 of E.S.A. 113. Area 1.83 perches. C.T.No. 278488, Volume 1544, Folio 228, Plan Catalogue No. 40954.	George Arthur Hamilton Curtis.	Main Street, Kangaroo Point.	✓
Resub. A of Sub. 14 of E.S.A. 113. 3 perches. C.T.No. 119405, Volume 753, Folio 145. Plan Catalogue No. 40955.	Albert Lewis	Shafton Avenue Kangaroo Point.	Mortgage No. 751377 ✓
Sub. A of Resubs 1 and 2 of Subs 6 and 7 of E.S.A. 113. Res. C.T.No. 255550, Volume 1440, Folio 90, e No. 40956.	John Charles Howes	Vulture Street, Kangaroo Point.	

DOCUMENT IN POOR CONDITION

BEST IMAGE AVAILABLE

DOCUMENT REFILED

IN DOCUMENT STORAGE

980570

Resumption
Easement

Metn. Water Supply +
Sewerage Board.

Subject to Mortgage No. 22361 so far as
relates to C.T.No. 255350.

Part of the ... Book
Vol. 1622-1629 Folio 240-137-40
the 3 day of July
1926 at 11.55 am

J. Prueford
REGISTRAR OF TITLES

Received... deed mentioned
herein. 297647 - 297650

From
Sutton St. for Obj. Prop.
Per Mr. Rows
5/7/25

Received... deed mentioned
herein. 297650

76 7/2
L. R. Byth
City Solicitor
per L. M. Star

COASTAL NO. 980570
REGISTRAR OF TITLES
REGISTRAR OF TITLES



602525296

980570 EAS IN GROSS

No. A86363 PURSUANT to the provision
section 51 of "The City of Brisbane Act of 1925"
an easement over 2700 sq. ft. of the land is divested

The Metropolitan Water Supply and Sewerage Board
and vested in BRISBANE CITY COUNCIL.

Produced 15th Apr 1929 at 2.50 p.m.,
Registered 8 May 1929

J. Prueford
REGISTRAR OF TITLES

No. A86365 Transfer and Surrender to the
registered proprietor of the land described in C.T.
255350 of so much and such parts of the rights
comprised in Easement No. 980570 as apply
by the said Transfer and Surrender No. 86365
produced 15th Apr 1929 at 2.50 p.m. registered
8 May 1929.

J. Prueford
REGISTRAR OF TITLES

No 3997 herewith
17-0-26

297647/50 lodged by Messrs. Bergin's
City Solicitors, 17-0-26

297650 lodged by City Sol. 28-7-26

City Solicitor
Bergin & Bergin

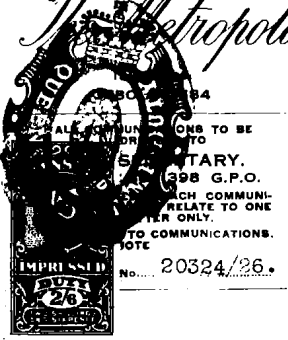
Metropolitan Water Supply and Sewerage Board
Albert Street,
BRISBANE.

The Metropolitan Water Supply and Sewerage Board

Office, Albert Street,
Brisbane

G/Mc.

2nd June, 1926.



The Registrar of Titles,
BRISBANE.

Dear Sir,

Please be so good as to have the easements,
for Sewerage purposes, endorsed on the Certificates of Title
mentioned in the accompanying schedule and attached Proclamation
dated 15th May, 1926.

J. Manchester

President.

Partial Merger of Easement	
No. 880570. The within	
Easement is merged in.	
the fee simple so far as relates	
to Lots 13 and 14 and shall be added	
No. 885000 PRODUCED 12 Sep 1974	
at 9-10 am REGD. 2 OCT 1974	
<i>[Signature]</i>	
REGISTRAR OF TITLES	

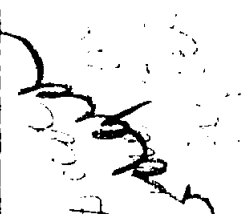

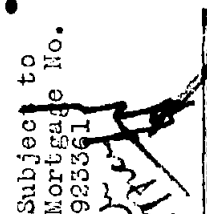
STAMP
25402
2 JUN 1926

RECEIVED

2 JUN 1926

12-26

SCHEDULE OF EASEMENTS FOR SEWERAGE PURPOSES. (RETICULATION CONTRACT NOS. 26/25 and 11/23.

Description	Registered Proprietor	Address	Remarks.
<p>Subs. A & B of Allots. 13, 14 & 16 of Sec. 55 County of Stanley. Parish of North Brisbane. Areas 7.1 perches and 4.48 perches, respectively, being part of the land described in D.G.No. 112980 Vol. 1622 Folio 240 / Plan Cat.No. 42571.</p>	<p>The Council of The City of Brisbane, as trustee for Reserve for Public Baths.</p>	<p>Queen Street, CITY.</p>	
<p>Resub. A of Sub. 3 of Allot. 15 of Sec. 55. County of Stanley. Parish of North Brisbane. Area 2.64 perches being part of the land described in C.T.Mos. 297647 Vol. 1629 Fd. 137 297648 ✓ 297649 ✓ 297650 ✓ Plan Cat. No. 42571.</p>	<p>Joseph James Fitzgerald, Michael Joseph Fitzgerald, John Thomas Fitzgerald & Catherine Margaret Fitzgerald (spinster) as tenants in common.</p>	<p>Cnr. Church & Wickham Sts, VALLEY.</p>	
<p>Sub. A of Resub. 3 of Sub. 6 of E.S.A. 71. County of Stanley. Parish of South Brisbane. Area 2.22 perches being part of the land described in C.T.No. 255350 Volume 1440 Folio 90. / Plan Cat.No. 42570.</p>	<p>John Charles Howes.</p>	<p>Vulture St, Kangaroo Point. DUBLIN</p>	<p>Subject to Mortgage No. 925361 </p>

BEST IMAGE AVAILABLE

**DOCUMENT REFILED IN
DOCUMENT STORAGE**

1065

86365

NO: _____

Memorandum of Encumbrances Liens & Interests

MEMORANDUM OF TRANSFER
of surface rights

STAMP DUTIES OFFICE
24341 12 APR 1929
BRISBANE

923361 bk 14/5

BRISBANE CITY COUNCIL

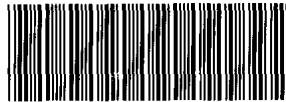
Transferor

JOHN CHARLES HOWES

Transferee

Particulars entered in the Register

Book, Vol. 1440 Fol. 90
the 8 day of Apr
1929, at 10/1300



602525297

A86365

P/SURR



J. Prosser

Registrar of titles.

91356
3

10-0 ✓
10-0 ✓
1.00 on basements ✓
2.00 bk

Wced by the Dep

G.L. Byth.
City Solicitor
Town Hall
BRISBANE

Received
15 APR. 1929
at 2.50 *bt*

Federal Bank
10/11/29
17/11/29



(W)

Queensland

MEMORANDUM OF TRANSFER
of surface rights.

BRISBANE CITY COUNCIL the statutory successor of The Metropolitan Water Supply and Sewerage Board under and by virtue of Order in Council dated the twentyeighth day of March 1928 made in pursuance of the provisions of "The City of Brisbane Act of 1924" (hereinafter called "the Council") being the Registered Proprietor of an Easement under and by virtue of a certain Proclamation issued under the provisions of "The Public Works Land Resumption Acts 1906-1926" and "The Metropolitan Water Supply and Sewerage Acts 1909-1924" and registered Number 940453, SUBJECT HOWEVER to such encumbrances liens and interests as are notified by memorandum endorsed hereon over ALL THAT piece or parcel of land situated in the County of Stanley Parish of South Brisbane being Resubdivision 2 of Subdivision 4 of Resubdivisions 1 and 2 of Subdivisions 6 and 7 of Eastern Suburban Allotment 71 containing by admeasurement eight perches and three tenths of a perch as per Plan No. 40956, and also Subdivision A of Resubdivision 3 of Subdivision 6 of Eastern Suburban Allotment 71, containing by admeasurement two perches and twentytwo one hundredths of a perch as per Plan No. 42570, being part of the land described in Certificate of Title No. 255350 Volume 1440 Folio 90 and under or upon which said land the said The Metropolitan Water Supply and Sewerage Board has since the date of the said Proclamation laid down and constructed a sewer with its appurtenances for the conveyance or passage of sewage IN CONSIDERATION of the sum of Ten shillings paid to the Council by JOHN CHARLES HOWES the receipt of which sum is hereby acknowledged DOTH HEREBY (but without prejudice to the rights of the Council under and by virtue of the said Easement or otherwise howsoever to keep laid down and to use the said sewer with its appurtenances which has been so laid down and constructed as aforesaid and without prejudice to the statutory powers conferred on the Council with relation to the said sewer and its appurtenances and to the land under or upon which the same is constructed) TRANSFER AND SURRENDER to the said JOHN CHARLES HOWES and other the owner and owners for the time being of the said land so much of the rights comprised in the said Easements as confer on the Council the full free right and liberty at all times

rush

SUN

Land No. 940453

rush

Land No. 980570

SUN

16429

Not a deed Sub A of Res 3 &
Res 2 of Sub 4
= 10/53/100p

STAMP DUTIES OFFICE
24341 23 12 APR 1929
BRISBANE.

and from time to time to enter upon and to go pass and repass over along upon and under the said land or any part thereof with or without engineers surveyors workmen and other persons and with or without horses bullocks carts drays motor cars wagons lorries trucks trolleys and other vehicles and things and to open and break up the soil of the said land or any part thereof as well the sub-surface as the surface thereof and to bring and place in and upon such land or any part thereof and remove such materials machinery tools and other articles and to do such other things in the premises as the Council shall in its discretion think fit.

IN WITNESS whereof the Seal of Brisbane City Council was hereunto affixed the *Fifteenth* day of *March* 1929
One thousand nine hundred and twentynine.

The Seal of BRISBANE CITY COUNCIL
was hereunto affixed the *Fifteenth*
day of *March* 1929
by me *Frederick Melburn Gadsby Amund*
I being the proper officer to affix
such seal, in the presence of

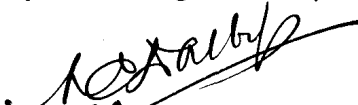


TOWN CLERK.



A Justice of the Peace.

Correct for the purposes of Registration,



Solicitor for Transferee.

A 86366

NO:

Memorandum of Encumbrances Liens & Interests.

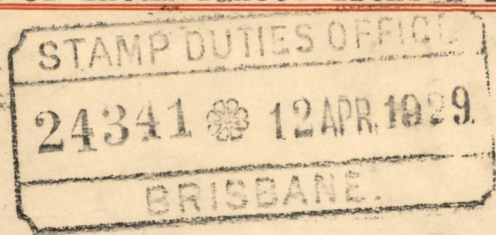
MEMORANDUM OF TRANSFER
of surface rights

BRISBANE CITY COUNCIL

Transferrer.

ELIZABETH ROSENA McLENNAN, widow.

Transferee.



Deed in Vol 858049 fol 14/5/29

Particulars entered in the Register

Book, Vol. 1279 Fol. 104

the 8 day of Apr

1929, at 10.7am



Prosperid
Registrar of Titles.

*97356
4*

*10 ->
10 -> ✓
10 -> on Basement ✓*

1. 10 -> bk

Deed by B. Bue Penn

G. L. Byth,
City Solicitor,
Town Hall,
BRISBANE.

500

3000

[Faint handwritten signature]

Received
15 APR. 1929
at 2.50 *[Signature]*



(W)

Queensland.

MEMORANDUM OF TRANSFER
of surface rights

BRISBANE CITY COUNCIL the statutory successor of The Metropolitan Water Supply and Sewerage Board under and by virtue of Order in Council dated the twentyeighth day of March 1928, made in pursuance of the provisions of "The City of Brisbane Act of 1924" (hereinafter called "the Council") being the Registered Proprietor of an Easement under and by virtue of a certain Proclamation issued under the provisions of "The Public Works Land Resumption Acts 1906-1926" and "The Metropolitan Water Supply and Sewerage Acts 1909-1924" and registered Number 940453 SUBJECT HOWEVER to such encumbrances liens and interests as are notified by memorandum endorsed hereon over ALL THAT piece or parcel of land situated in the County of Stanley Parish of South Brisbane being Resubdivision A of Subdivisions 1 and 5 of Resubdivisions 1, 2, and 4 of Subdivisions 6 and 7 of Eastern Suburban Allotment 71, containing by admeasurement five perches and two tenths of a perch, and being part of the land described in Certificate of Title Number 219614 Volume 1279 Folio 104 as per Plan Catalogue No. 40945, and under or upon which said land the said The Metropolitan Water Supply and Sewerage Board has since the date of the said Proclamation laid down and constructed a sewer with its appurtenances for the conveyance or passage of sewage IN CONSIDERATION of the sum of Ten shillings paid to the Council by ELIZABETH ROSENA McLENNAN, widow, *formerly the wife of Hector McLennan (now deceased)* the receipt of which sum is hereby acknowledged DOTH HEREBY (but without prejudice to the rights of the Council under and by virtue of the said Easement or otherwise howsoever to keep laid down and to use the said sewer with its appurtenances which has been so laid down and constructed as aforesaid and without prejudice to the statutory powers conferred on the Council with relation to the said sewer and its appurtenances and to the land under or upon which the same is constructed) TRANSFER AND SURRENDER to the said ELIZABETH ROSENA McLENNAN, widow, and other the owner and owners for the time being of the said land so much of the rights comprised in the said Easement as confer on the Council the full free right and liberty at all times and from time to time to enter upon and to go pass and repass over along upon and under the said land or any part thereof with or with-

16-4-29

with

Blue permanent will log M/g

16-4-29

STAMP DUTIES OFFICE
 24341 12 APR 1929
 BRISBANE

out engineers surveyors workmen and other persons and with or without horses bullocks carts drays motor cars wagons lorries trucks trollies and other vehicles and things and to open and break up the soil of the said land or any part thereof as well the sub-surface as the surface thereof and to bring and place in and upon such land or any part thereof and remove such materials machinery tools and other articles and to do such other things in the premises as the Council shall in its discretion think fit.

IN WITNESS whereof the Seal of Brisbane City Council was hereunto affixed the *fifteenth* day of *March* One thousand nine hundred and twentynine.

The Seal of BRISBANE CITY COUNCIL

was hereunto affixed this *fifteenth*

day of *March* 1929

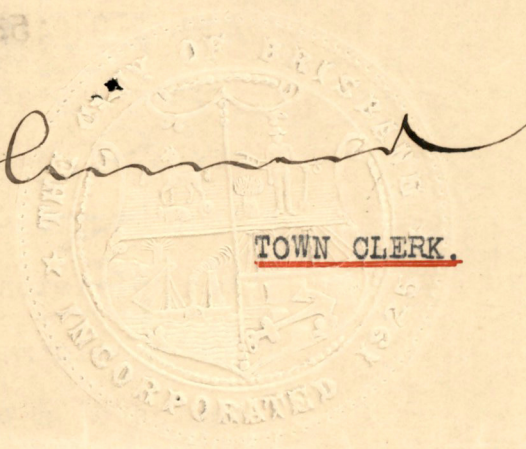
by me *Frederick William Sadeby*

I being the proper officer to affix

such seal, in the presence of

McIntosh J.P.

A Justice of the Peace.



Correct for the purposes of Registration,

W. A. A. A. A.

Solicitor for Transferee.

Version 2
Land Title Act 1994 and Land Act 1963

EASEMENT

QUEENSLAND LAND REGISTRY
Page 1 of 3

Stamp Duty Imprint



701321805

\$87.00

22/05/1996 12:20

BE 600

EASEMENT

OLD STAMP DUTY - BNE

1080099906-9

05/05/96 14:11:15
4.1.510000

1. Grantor

THE PROPRIETORS "MARK LANE TERRACES"
REGISTERED BUILDING UNITS PLAN NO. 100190 for and
on behalf of the Registered Proprietors

Lodger Name, address & phone number Lodger Code

MARK LANE TERRACES
40 M. J. PRENDER & ASSOCIATES
P.O. BOX 3078 LOGAN HOLME
4078

2. Description of Easement/Lot

County

Parish

Title Reference

Servient Tenement (burdened land)
Easement C in Common Property on
Building Units Plan No. 100190 in
RP818354

Stanley

South Brisbane

50003014 PH

Easement D in Common Property on
Building Units Plan No. 100190 in
RP818354

Stanley

South Brisbane

50003014 PH

*Dominant Tenement (benefited land)

Lot 5 on RP No. 11186

Stanley

South Brisbane

12235113

3. Interest being burdened

*4. Interest being benefited

Fee Simple

Fee Simple

5. Grantee

Given names

Surname Company name and number

(include tenancy if more than one)

STEVO
TANIA

BJELIC
BJELIC

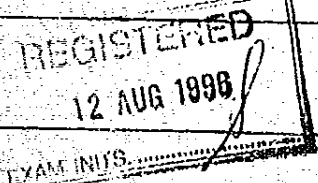
AS JOINT TENANTS PH

6. Consideration

\$1.00 (one dollar)

7. Purpose of easement

Right of Way



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

Execution Date

signature

11/2/96

Full name

qualification

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

Witnessing Officer

Execution Date

signature

11/2/96

John Carlton Alexander CHEE name

SOLICITOR

qualification

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



Grantor's Signature

Grantee's Signature

BEEC-3000

SCHEDULE

Title Reference 12335113

This is the Schedule referred to in Form 9 Easement dated the 1st day of 1st 1994

The Grantor **THE PROPRIETORS "MARK LANE TERRACES" REGISTERED BUILDING UNITS PLAN NO. 100190** for and on behalf of the Registered Proprietors

and the Grantee **STEVO BJELIC and TANIA BJELIC**

Hereby covenant with each other in the following terms:-

The Grantor hereby grants to the Grantee and its and their tenants servants agents workmen visitors and licensees in common with other persons authorised by the Grantor and all other persons having the same or a like right the following:-

- (a) The full and free right and liberty of way and passage at all times hereafter by day or night at its and their will and pleasure to go return pass and repass with or without animals motor vehicles or other vehicles of any description laden or unladen into along and over the Servient Tenement for all purposes whatsoever connected with the use and enjoyment of the Dominant Tenement;

subject to the following terms restrictions and conditions that is to say:-

1. The Grantor covenants to maintain the Servient Tenement in good repair and condition and to keep the same clean and unobstructed at all times subject to the Grantee's obligation to contribute to such costs and expenses in relation to such upkeep and maintenance.
2. The Grantee covenants to pay to the Grantor on demand a sum equal to 25% (twenty-five percent) of the costs and expenses reasonably incurred by the Grantor in accordance with the preceding sub-clause 1 hereof.
3. Subject hereto the Grantor will not any time or times obstruct the right of way hereby granted or do anything which will or may at any time or from time to time prevent or restrict the Grantee and the other persons for the time being entitled to use the said right of way from going to and returning from the said Dominant Tenement with or without motor vehicles or other vehicles laden or unladen.
4. The Grantee or its or their agents servants employees workmen visitors or licensees shall not suffer permit or allow any vehicle of any description or any obstruction of any kind to stand or remain in or upon the Servient Tenement in such a way that it may delay or interfere with the rights of other users thereof.
5. Each of their parties hereto will when reasonably required so to do by the other of them produce to the Registrar of Titles or other appropriate officer the relevant instrument of title to the land of which it or they is or are the registered proprietors to enable this Grant of Easement to be registered and each of the parties hereto will respectively obtain any consents which may be required from any person or persons having any interest in either the Dominant or Servient Tenement respectively to which such party is entitled which may be necessary to enable this Grant of Easement to be registered.
6. The benefit and burden of this Grant of Easement and of the covenants and agreements and stipulations contained herein shall pass with and bind the Dominant and Servient Tenements respectively so as to enure for the benefit of and bind all persons deriving title hereto from or under the Grantee and the Grantor respectively and that on ceasing to be the registered proprietors of the

Title Reference 12335113

Dominant and Servient Tenements respectively the Grantee and the Grantor respectively shall be under no further liability for any event or occurrences 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.

7. In the interpretation hereof singular shall include the plural and any gender shall include all genders.
8. In the event of any dispute or difference arising between the Grantee and the Grantor at any time or as to any matter or thing of whatsoever nature arising under or in connection with this agreement then either the Grantor or the Grantee may give notice in writing to the other of such dispute or difference providing full particulars thereof and at the expiration of fourteen (14) days from the giving of such notice unless it shall have been otherwise settled such dispute or difference shall be submitted for determination to the arbitration of a single arbitrator to be agreed upon and appointed by the Grantee and the Grantor and in default of agreement as to the identity of the arbitrator within twenty-eight (28) days of the expiration of the fourteen (14) day period referred to above, to an arbitrator experienced in design and supervision of the construction of roads appointed by the Chairman or Acting Chairman for the time being of the Queensland Chapter of the Institute of Arbitrators Australia. The award of the said arbitrator shall be final and binding upon both the Grantee and the Grantor and neither of them shall be entitled to commence or maintain any action against the other upon any such dispute or difference until such matter shall have been determined as herein before provided.

JHN\Marklane.ter\easement.c

9. The costs of this easement in respect of negotiations, survey, preparation of plans, Local Authority consent, stamp duty, registration and documentation (not including the solicitors costs of Stevo Bjelic and Tania Bjelic) will be paid by the Proprietors Mark Lane Terraces BUP 100190 for and on behalf of the registered proprietors forthwith upon receipt of any assessment thereof.

Building Units and Group Titles Act 1980-1990
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980

Form 15

Section 13(c)

CERTIFICATE OF BODY CORPORATE

The Proprietors "Mark Lane Terraces" Building Units Plan No. 100190 hereby certifies in pursuance of section 23(5) of the Building Units and Group Titles Act 1980-1990 that it has duly passed an unanimous resolution on 15 December 1994 to execute a grant of easement with respect to Easement D in the common property of Building Units Plan 100190 being Lot 3 on RP 862245 County of Stanley Parish of South Brisbane in favour of STEVO BJELIC and TANIA BJELIC and all necessary consents have been given.

The common seal of the Proprietor "Mark Lane Terraces" Building Units Plan Number 100190 was hereto affixed on the 15th day of February 1996 in the presence of:-

T. Antrobus
Trevor Antrobus

B. Hartmann
Brigitte Hartmann

Members of the Committee

H. Skodjerguz
A. Skodjerguz
K. Kuchel



BUILDING UNITS AND GROUP TITLES REGULATIONS 1980

Form 15

Section 13(c)

CERTIFICATE OF BODY CORPORATE

The Proprietors "Mark Lane Terraces" Building Units Plan No. 100190 hereby certifies in pursuance of section 23(5) of the Building Units and Group Titles Act 1980-1990 that it has duly passed an unanimous resolution on 15 December 1994 to execute a grant of easement with respect to Easement C in the common property of Building Units Plan 100190 being Lot 3 on RP 862245 County of Stanley Parish of South Brisbane in favour of STEVO BJELIC and TANJA BJELIC and all necessary consents have been given.

The common seal of the Proprietor "Mark Lane Terraces" Building Units Plan Number 100190 was hereto affixed on the 15th day of February 1996 in the presence of:-

T. Antrobus

Trevor Antrobus

B. Hartmann

Brigitte Hartmann

Members of the Committee

M. Rodrigues

A. Rodrigues

R. Nicholas





FORM 18 - GENERAL CONSENT

Version 3

Land Title Act 1994 and Land Act 1994

Queensland Land Registry
Title Reference

1. Description of Lot	County	Parish	Queensland Land Registry Title Reference
Lot 5 RP 11186	Stanley	South Brisbane	12235113

2. Instrument being consented to

Instrument type Grant of Easement of Right of Way
Dated 8.7.96

Names of Parties Steve & Tania Bjelic

3. Instrument under which consent required under Part 5.12 of the Local Gov't (Planning & Environment) Act 1990

Dealing Type under part 5.12 of the Local Gov't (Planning & Environment) Act 1990

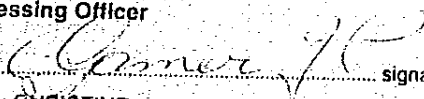
Dealing No 701321813

Name of consenting party Brisbane City Council

4. Execution by consenting party (Brisbane City Council being the relevant Local Authority)

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

Witnessing Officer


signature

CHRISTINE HILDA CAHER

A JUSTICE OF THE PEACE

full name

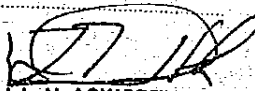
qualification

Execution Date

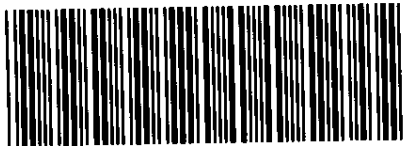
26/7/96

Consenting Party's Signature

The Seal of BRISBANE CITY COUNCIL was hereunto affixed this 26th day of July 1996, by me LESLIE HOWARD ACWORTH, being the proper officer to affix such seal.


L. H. ACWORTH
Appointed Officer

EASEMENT



707756601

^{Duty Imprint}
QLD DUTY - BNE

1050229670-1

\$102.50
27/05/2004 13:35

27/05/2004 13:07:15

BE 601

\$1.50 TRFD
\$0.00 UTI
\$1.50 TOT

1. Grantor	Lodger (Name, address & phone number)	Lodger Code
BRISBANE CITY COUNCIL	David Askern, Solicitor for BCC 69 Ann Street, Brisbane QLD 4000 Tel: 3403 4759 Ref: 241972 JB	332

2. Description of Easement/Lot Servient Tenement (burdened land)	County	Parish	Title Reference
Easement A in Lot 1 on RP11190 on SP172101 Dominant Tenement (benefited land)	Stanley	South Brisbane	10987249
N/A			

3. Interest being burdened	4. Interest being benefited
Fee Simple	N/A

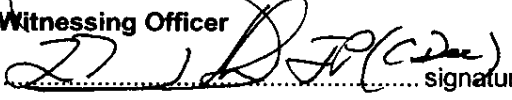
5. Grantee	Given names	Surname/Company name and number	(include tenancy if more than one)
		BRISBANE CITY COUNCIL	

6. Consideration	7. Purpose of easement
\$1.00	Drainage (underground and overland flow)


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

Witnessing Officer

 signature
**LESLIE HOWARD ACWORTH**..... full name
J.P. (C.DEC.) QLD
 qualification

Execution Date 27/5/04
 The Seal of BRISBANE CITY COUNCIL was hereunto affixed this 27th day of May 2004 by me, JANINE ELIZABETH BOYD, I being the proper officer to affix such Seal in the presence of:
 APPOINTED OFFICER

Witnessing Officer

 signature
**LESLIE HOWARD ACWORTH**..... full name
J.P. (C.DEC.) QLD
 qualification

Execution Date 27/5/04
 The Seal of BRISBANE CITY COUNCIL was hereunto affixed this 27th day of May 2004 by me, JANINE ELIZABETH BOYD, I being the proper officer to affix such Seal in the presence of:
 APPOINTED OFFICER

Title Reference 10987249

BRISBANE CITY COUNCIL (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 to have, lay, construct and thereafter forever to use and maintain on, over, through or under the land described in Item (2) hereof (which land is hereinafter called "the servient tenement") underground drain or drains or pipe or pipes for the passage or conveyance of rain water together with all associated drainage and stormwater run off and all manholes, manhole chambers, inlets, equipment and fittings in connection therewith or for the accommodation of any adjoining or neighbouring property or properties or otherwise in the execution of its drainage powers and for the purposes aforesaid and for the purpose of obtaining free and uninterrupted access to the said drain or drains, pipe or pipes, manholes, manhole chambers, inlets, equipment and fittings from the surface of the servient tenement and for the purposes of changing the size and number of, operating, inspecting, patrolling, altering, removing, replacing, reconstructing and/or repairing the said drain or drains, pipe or pipes, manholes, manhole chambers, inlets, equipment and fittings 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 repass over, along and under the servient tenement or any part or parts thereof with or without engineers, surveyors, servants, agents, licensees, contractors, subcontractors, workmen and others authorised by the Grantee together with all vehicles, equipment, machinery, tools and materials considered necessary by the Grantee, and to dig into, sink shafts in, erect scaffolding upon and to open and break up the soil of the servient tenement or any part or parts thereof as well the subsurface as the surface thereof 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 discretion think fit doing as little damage as may be but being responsible or held liable only for such damage or inconvenience to the owners or occupiers for the time being of any part or parts of the land of which the servient tenement forms part or any subdivisions or subdivision thereof as may be caused or suffered by reason only of the neglect or default of the Grantee and its successors and its and their contractors, agents, servants and employees and also the full and free right at all times and from time to time to the uninterrupted flow of rain water and associated drainage and stormwater run off flowing in concentration either intermittently or occasionally (all of which is hereinafter called "stormwater drainage") over and along the surface of the servient tenement without

- (1) any obstruction, interruption, impeding, hampering or interference, diversion, scouring, change or alteration in or to the flow or escape of stormwater drainage or its or their natural outlet (if any) or
- (2) any ponding of waters caused by or consequent upon
 - (a) any use to which the servient tenement may be put or
 - (b) the erection, raising, making, placing or suffering to stand or to remain of any building, fence, wall, structure (whether of the class just mentioned or not) paving or vegetation (except grass which is kept properly mown at all times) or thing whatsoever upon the servient tenement or
 - (c) any alteration in level or gradient of the servient tenement or any change to the surface of the servient tenement or to the natural or artificial features of the servient tenement which contain or direct or assist in containing or directing the flow of stormwater drainage over the servient tenement along and within a defined course

other than as is or are permitted in writing by the Grantee and only on such terms and conditions as the Grantee may impose or stipulate in the event of such permission being granted with power for the Grantee and its contractors, agents and servants and others authorised by it (but without prejudice to any other powers or remedies of the Grantee)

- (i) to demolish, remove or otherwise dispose of any building, fence, wall, structure (whether of the class just mentioned or not) paving or vegetation (except grass which is kept properly mown at all times) or thing whatsoever at any time on or in the servient tenement in contravention of the foregoing provisions, and

Title Reference 10987249

- (ii) to perform any works necessary for restoring or reinstating the servient tenement (including the grass thereon) and the natural or artificial features of or on the servient tenement containing or directing or assisting in containing or directing the flow of stormwater drainage along and within a defined course or channel over the servient tenement to their former state and condition, and also
- (iii) to alter, grade, pave, prepare, grass, fertilize or mow the surface of the servient tenement or place, install, establish or construct and keep any earthworks and any other works whatsoever (whether of the class just mentioned or not) thereon or therein for the purpose of the exercise of the rights hereinbefore given or incidental thereto or for the purpose of forming the surface of the servient tenement in such a way as to contain or direct the flow of stormwater drainage along and within a defined course or channel or for the purpose of rectifying or alleviating any scouring of the servient tenement due to the flow of stormwater drainage thereover

at the cost of the owner or owners, registered proprietor or registered proprietors or occupier or occupiers from time to time and for the time being of the servient tenement or any of them where he or they act or omit to act or suffer an act or omission in contravention of the provisions herein contained or implied and in other cases at the cost of the Grantee.

2. For the purposes aforesaid and for the purpose of obtaining free and uninterrupted access to the servient tenement and any works or things thereon or therein the Grantor hereby grants and transfers to the Grantee the full free and uninterrupted right and liberty at all times by day and by night to enter upon and to go, pass and repass over, along and under the servient tenement or any part or parts thereof with or without engineers, surveyors, servants, agents, licensees, contractors, subcontractors, workmen and others authorised by the Grantee together with all vehicles, equipment, machinery, tools and materials considered necessary by the Grantee and to dig into, sink shafts in, erect scaffolding upon and to open and break up the soil of the servient tenement or any part or parts thereof as well the subsurface as the surface thereof 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 discretion think fit doing as little damage as may be but being responsible or held liable only for such damage or inconvenience to the owners or occupiers for the time being of any part or parts of the land of which the servient tenement forms part or any subdivisions or subdivision thereof as may be caused or suffered by reason only of the neglect or default of the Grantee and its successors and its and their contractors, subcontractors, agents, servants and employees.

3. For all or any of the purposes aforesaid the Grantee its surveyors, engineers, servants, agents, licensees, contractors, subcontractors, workmen and others authorised by it with or without vehicles, equipment, machinery, tools and materials, shall 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 purposes aforesaid and shall have the right of ingress, egress and regress to and from the servient tenement over the land of the Grantor adjacent to the servient tenement to permit access to and from 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 surveyors, engineers, servants, agents, licensees, contractors, subcontractors, workmen and others authorised by it together with all vehicles, equipment, machinery, tools and materials considered necessary by the Grantee to obtain access to and from the servient tenement.

4. Notwithstanding the generality of the foregoing the following provisions shall apply:

- (i) The Grantor shall at all times maintain and keep the servient tenement reasonably grassed and properly mown.
- (ii) The Grantor shall not erect any buildings, fences, walls, structures, (whether of the class just mentioned or not) or pavings (hereinafter called "obstructions") nor permit nor suffer to grow or remain any vegetation (other than grass which is kept properly mown at all times) on the servient tenement nor shall the Grantor erect permit or suffer to remain any obstructions or vegetation other than grass which is kept properly mown at all times on the land of the Grantor immediately adjacent to the servient tenement whereby the rights of the Grantee set out herein are materially restricted or diminished unless and to the extent only that any such obstructions or vegetation are permitted in writing by the Grantee and only on

Title Reference 10987249

such terms and conditions as the Grantee may impose or require in the event of such permission being granted.

5. 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;
- (b) the expression "the Grantee" 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.

UGDOLFAC

FORM 9 Version 2
Land Title Act 1994 and Land Act 1962

EASEMENT

QUEENSLAND LAND REGISTRY
Page 1 of 3



701321813

\$87.00

22/05/1996 12:21

BE 600 EASEMENT

Stamp Duty Imprint

STAMP DUTY ONE

11220099205-11

22/05/96 12:21:20
3 1 50130

1. Grantor

STEVO BIELIC AND TANIA BIELIC

Lodger Name, address & phone number Lodger Code
MARK LANE TERRACES
C/O M.J. PRZELISKI & ASSOCIATES
P.O. BOX 3578 LOGAN HOLME 4078

2. Description of Easement/Lot	County	Parish	Title Reference
Servient Tenement (burdened land) Easement B in RP 818354 in Lot 5 of RP No. 11186	Stanley	South Brisbane	12235113
*Dominant Tenement (benefited land) Common Property on Building Units Plan No. 100190	Stanley	South Brisbane	50003014 P.H.

3. Interest being burdened

Fee Simple

*4. Interest being benefited

Fee Simple

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

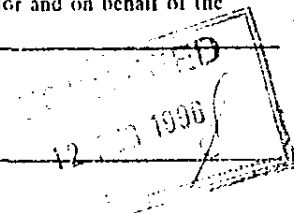
THE PROPRIETORS "MARK LANE TERRACES" BUILDING UNITS PLAN NO. 100190 for and on behalf of the Registered Proprietors

6. Consideration

\$1.00 (one dollar)

7. Purpose of easement

Right of Way



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

Execution Date

Grantor's Signature

[Signature] signature
John Carlton Alexander Curr full name
SOLICITOR

12/05/96

[Signature] Grantor's Signature

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

Witnessing Officer

Execution Date

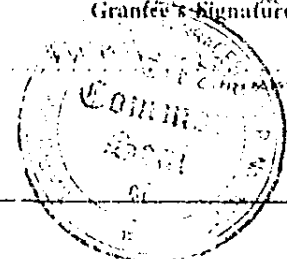
Grantee's Signature

[Signature] signature
MARION GRAY full name

12/05/96

[Signature] Grantee's Signature

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



EPDS

OFFIC. 3600

SCHEDULE

Title Reference 12235113

This is the Schedule referred to in Form 9 Easement dated the 1st day of 2nd 1996

The Grantor STEVO BJELIC and TANIA BJELIC

and the Grantee THE PROPRIETORS "MARK LANE TERRACES" REGISTERED BUILDING UNITS
PLAN NO. 100190 for and on behalf of the Registered Proprietors

Hereby covenant with each other in the following terms:-

The Grantor hereby grants to the Grantee and its and their tenants servants agents workmen visitors and licensees in common with other persons authorised by the Grantor and all other persons having the same or a like right the following:-

- (a) The full and free right and liberty of way and passage at all times hereafter by day or night at its and their will and pleasure to go return pass and repass with or without animals motor vehicles or other vehicles of any description laden or unladen into along and over the Servient Tenement for all purposes whatsoever connected with the use and enjoyment of the Dominant Tenement;

subject to the following terms restrictions and conditions that is to say:-

1. The Grantor covenants to maintain the Servient Tenement in good repair and condition and to keep the same clean and unobstructed at all times subject to the Grantee's obligation to contribute to such costs and expenses in relation to such upkeep and maintenance.
2. The Grantee covenants to pay to the Grantor on demand a sum equal to 25% (twenty-five percent) of the costs and expenses reasonably incurred by the Grantor in accordance with the preceding sub-clause 1 hereof.
3. Subject hereto the Grantor will not any time or times obstruct the right of way hereby granted or do anything which will or may at any time or from time to time prevent or restrict the Grantee and the other persons for the time being entitled to use the said right of way from going to and returning from the said Dominant Tenement with or without motor vehicles or other vehicles laden or unladen.
4. The Grantee or its or their agents servants employees workmen visitors or licensees shall not suffer permit or allow any vehicle of any description or any obstruction of any kind to stand or remain in or upon the Servient Tenement in such a way that it may delay or interfere with the rights of other users thereof.
5. Each of their parties hereto will when reasonably required so to do by the other of them, produce to the Registrar of Titles or other appropriate officer the relevant instrument of title to the land of which it or they is or are the registered proprietors to enable this Grant of Easement to be registered and each of the parties hereto will respectively obtain any consents which may be required from any person or persons having any interest in either the Dominant or Servient Tenement respectively to which such party is entitled which may be necessary to enable this Grant of Easement to be registered.
6. The benefit and burden of this Grant of Easement and of the covenants and agreements and stipulations contained herein shall pass with and bind the Dominant and Servient Tenements respectively so as to enure for the benefit of and bind all persons deriving title hereto from or under the Grantee and the Grantor respectively and that on ceasing to be the registered

Title Reference 12235113

proprietors of the Dominant and Servient Tenements respectively the Grantee and the Grantor respectively shall be under no further liability for any event or occurrences 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.

7. In the interpretation hereof singular shall include the plural and any gender shall include all genders.
 8. In the event of any dispute or difference arising between the Grantee and the Grantor at any time or as to any matter or thing of whatsoever nature arising under or in connection with this agreement then either the Grantor or the Grantee may give notice in writing to the other of such dispute or difference providing full particulars thereof and at the expiration of fourteen (14) days from the giving of such notice unless it shall have been otherwise settled such dispute or difference shall be submitted for determination to the arbitration of a single arbitrator to be agreed upon and appointed by the Grantee and the Grantor and in default of agreement as to the identity of the arbitrator within twenty-eight (28) days of the expiration of the fourteen (14) day period referred to above, to an arbitrator experienced in design and supervision of the construction of roads appointed by the Chairman or Acting Chairman for the time being of the Queensland Chapter of the Institute of Arbitrators Australia. The award of the said arbitrator shall be final and binding upon both the Grantee and the Grantor and neither of them shall be entitled to commence or maintain any action against the other upon any such dispute or difference until such matter shall have been determined as herein before provided.
 9. The Grantor reserves the right at all times and at its or their own cost and expense to erect renew and maintain a gate or gates across the Servient Tenement at the northern (Mark Lane) entrance thereof. Such gates when opened shall leave a clear space of the width of the Servient Tenement so that the free use and enjoyment of the right of way hereby granted shall not be impeded or obstructed. Such gates may be closed but not locked. Nothing in this provision will preclude the Grantor, the Grantee and/or any other interested party from otherwise agreeing upon the erection and maintenance of any such gate or gates.
- JHN\Marklane.ter\easement.b
10. The costs of this easement in respect of negotiations, survey, preparation of plans, Local Authority consent, stamp duty, registration and documentation (not including the solicitors costs of Stevo Bjelic and Tania Bjelic) will be paid by the Proprietors Mark Lane Terraces BUP 100190 for and on behalf of the registered proprietors forthwith upon receipt of any assessment thereof.

BUILDING UNITS AND GROUP TITLES REGULATIONS 1980

Form 15

Section 13(c)

CERTIFICATE OF BODY CORPORATE

The Proprietors "Mark Lane Terraces" Building Units Plan No. 100190 hereby certifies in pursuance of section 23(5) of the Building Units and Group Titles Act 1980-1990 that it has duly passed an unanimous resolution on 15 December 1994 to accept a grant of easement with respect to Easement B in Lot 5 on RP 11186 County of Stanley Parish of South Brisbane from STEVO BJELIC and TANIA BJELIC and all necessary consents have been given.

The common seal of the Proprietor "Mark Lane Terraces" Building Units Plan Number 100190 was hereto affixed on the 15th day of February 1996 in the presence of:-

T. Antrobus

Trevor Antrobus



B. Hartmann

Brigitte Hartmann

Members of the Committee

M. J. Rodriguez

A. Rodriguez

R. Nicholas



FORM 18 - GENERAL CONSENT

Version 3

Land Title Act 1994 and Land Act 1994

Queensland Land Registry

1. Description of Lot	County	Parish	Title Reference
lot 3 RPB62245 (B.U.P. 100190)	Stanley	South Brisbane	50003014

2. Instrument being consented to

Instrument type Grant of Easement of Right of Way

Dated 26.6.196

Names of Parties Proprietors Mark Lane Terraces

3. Instrument under which consent required under Part 5.12 of the Local Gov't (Planning & Environment) Act 1990

Dealing Type under Part 5.12 of the Local Gov't (Planning & Environment) Act 1990

Dealing No 701321805

Name of consenting party Brisbane City Council

4. Execution by consenting party (Brisbane City Council being the relevant local Authority)

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

Witnessing Officer

Execution Date

Consenting Party's Signature

[Signature] signature

26/7/196

CHRISTINE HILDA GAMER full name

A JUSTICE OF THE PEACE qualification

The Seal of BRISBANE CITY COUNCIL was hereunto affixed this 26th day of July 1996, by me LESLIE HOWARD ACWORTH, L. H. ACWORTH Appointed Officer

as per schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JF, C, Decl)

4

QUEENSLAND LAND REGISTRY

EASEMENT

FORM 9 Version 4

Page 1 of 4

Lan



713357017

\$124.20

16/07/2010 16:01

Duty Imprint

BE 600

Priv

Collection of this information is in accordance with the Land Act 1994 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see http://www.nrw.qld.gov.au/about/privacy/index.html.

Client No: 1051978 Duties Act 2001

Transaction No: 501-965-941

Duty Paid \$ NIL Exc

UTI \$ N/A

Date: 12/07/10 Signed: Kabanti

1. **Grantor**
 Stevo Bjelic and Tania Bjelic

for: **Lodger** (Name, address & phone number)
 Crilly Lawyers
 PO Box 958, Spring Hill Qld 4004
 Tel: (07) 3839 7555
 Ref: 100078

Lodger Code
 2026
 C16A

2. Description of Easement/Lot on Plan	County	Parish	Title Reference
Servient Tenement (burdened land)			
Easement B in RP818354 in Lot 5 on RP 11186 on RP818354	Stanley	South Brisbane	12235113
#Dominant Tenement (benefited land)			
Lot 2 on RP11186	Stanley	South Brisbane	12252228

not applicable if easement in gross

3. **Interest being burdened**
 Fee Simple

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

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

Arthur Joseph Ryan as tenants in common in equal shares

Debra Gaye Jones

6. **Consideration**
 \$1.00

7. **Purpose of easement**
 Right of Way

8. **Grant/Execution**

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

* delete if not applicable

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

..... signature

..... full name

..... qualification

Witnessing Officer / / See Enlarged Panel.....
Execution Date **Grantor's Signature**

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

..... signature

..... full name

..... qualification

Witnessing Officer / / See Enlarged Panel.....
Execution Date **Grantee's Signature**

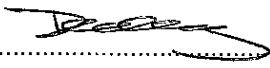
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Title Reference 12235113


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.

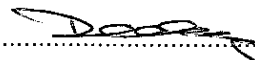
Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994


..... signature
REBECCA JANE CASTLEY full name
SOLICITOR qualification
Witnessing Officer

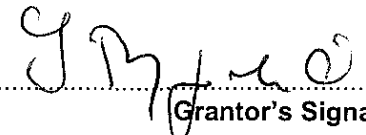
11/5/10
Execution Date


.....
Grantor's Signature


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

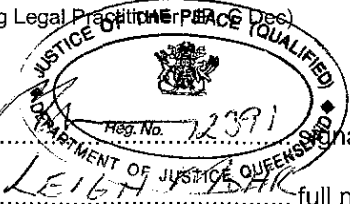

..... signature
REBECCA JANE CASTLEY full name
SOLICITOR qualification
Witnessing Officer

11/5/10
Execution Date

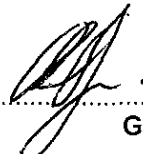

.....
Grantor's Signature

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

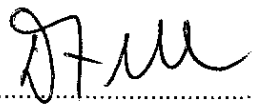

..... signature
TANYA LEIGH BARR full name
Justice of Peace (Qual) qualification
Witnessing Officer



28/5/10
Execution Date


.....
Grantee's Signature

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


..... signature
DAVID JOHN FELL full name
SOLICITOR qualification
Witnessing Officer

28/5/10
Execution Date


.....
Grantee's Signature

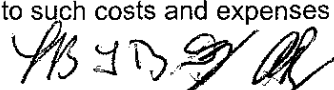
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Title Reference 12235113

This the Schedule referred to in the Form 9 Easement dated the _____ day of _____ 2010.

The Grantor **STEVO BJELIC** and **TANIA BJELIC** and the Grantee **ARTHUR JOSEPH RYAN** and **DEBRA GAYE JONES** hereby covenant with each other in the following terms:

The Grantor hereby grants to the Grantee and its and their tenants servants agents workmen visitors and licensees in common with other persons authorised by the Grantor and all other persons having the same or a like right the full and free right and liberty by way and passage at all times hereafter by day or night at its and their will and pleasure to go return pass and repass with or without animals motor vehicles or other vehicles of any description laden or unladen into along and over the Servient Tenement for all purposes whatsoever connected with the use and enjoyment of the Dominant Tenement subject to the following restrictions and conditions:

1. The Grantor covenants to maintain the Servient Tenement in good repair and condition and to keep the same clean and unobstructed at all times subject to the Grantee's obligation to contribute to such costs and expenses in relation to such upkeep and maintenance.
2. The Grantee covenants to pay to the Grantor on demand the sum equal to 20% (twenty percent) of the costs and expenses reasonably incurred by the Grantor in accordance with clause 1 hereof ~~PROVIDED that in the event that the Grantor fails to maintain the Servient Tenement in accordance with clause 1 the Grantee may with prior written notice to the Grantee effect such works as required to maintain the Servient Tenement in accordance with clause 1 and the Grantor covenants to pay to the Grantee on demand the costs and expenses reasonably incurred by the Grantee in undertaking such works on behalf of the Grantor less the sum equal to 20% (twenty percent) of the costs and expenses payable by the Grantee.~~ 
3. Subject hereto the Grantor will not any time or times obstruct the right of way hereby granted or do anything which will or may at any time or from time to time prevent or restrict the Grantee and the other persons for the time being entitled to use the said right of way from going to and returning from the said Dominant Tenement with or without motor vehicles or other vehicles laden or unladen.
4. The Grantee or its or their agents servants employees workmen visitors or licensees shall not suffer permit or allow any vehicle of any description or any obstruction of any kind to stand or remain in or upon the Servient Tenement in such a way that it may delay or interfere with the rights of other users thereof.
5. Each of the parties hereto will when reasonably required do all such things and sign all such documents so as to effect registration of this grant of easement.
6. The benefit and burden of this grant of easement and of the covenants and agreements and stipulations contained herein shall pass with and bind the Dominant and Servient Tenement respectively so as to enure for the benefit of and bind all persons deriving title hereto from or under the Grantee and the Grantor respectively and that on ceasing to be the registered proprietors of the Dominant or Servient Tenement respectively the Grantee and the Grantor respectively shall be under no further liability for any event or occurrences 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.
7. In the interpretation hereof singular shall include the plural and any gender shall include all genders.
8. In the event of any dispute or difference arising between the Grantee and the Grantor at any time or as to any matter or thing of whatsoever nature arising under or in connection with this agreement then either the Grantor or the Grantee may give notice in writing to the other of such dispute or difference providing full particulars thereof. At the expiration of fourteen (14) days from the giving of such notice unless it shall have been otherwise settled such dispute or difference shall be submitted for determination to the arbitration of a single arbitrator to be agreed upon and appointed by the Grantee and the Grantor and in default of agreement as to the identity of the arbitrator within twenty eight (28) days of the expiration of the fourteen (14) day period referred to above, to an arbitrator experienced in the design and supervision of the construction of roads appointed by the Chairman or Acting Chairman for the time being of the Queensland Chapter of the Institute of Arbitrators Australia. The award of the said arbitrator shall be final and binding upon both the Grantee and Grantor and neither of them shall be entitled to commence or maintain any action against the other upon any such dispute or difference until such matter shall have been determined as herein before provided.

Title Reference 12235113

9. The Grantor reserves the right at all times and at its or their own cost and expense to erect renew and maintain a gate or gates across the Servient Tenement at the northern (Mark Lane) entrance thereof. Such gates when opened shall leave a clear space of the width of the Servient Tenement so that the free use and enjoyment of the right of way hereby granted shall not be impeded or obstructed. Such gates may be closed but not locked. Nothing in this provision will preclude the Grantors, the Grantee and/or any other interested party from otherwise agreeing upon the erection and maintenance of any such gate or gates.
10. The costs of this easement in respect of documentation preparation, stamp duty and registration (including the solicitor's costs of the Grantor) will be paid for by the Grantee forthwith upon receipt of any assessment thereof.
11. The exercise of the Grantee's rights under this Easement shall be at the Grantee's sole risk. The Grantee must at its cost maintain with insurers on terms approved by the Grantor (which approval may not be unreasonably withheld) in the name of the Grantee and noting the interest of the Grantor and any other person required by the Grantor a public risk insurance policy in relation to the Servient Tenement for an amount not less than \$~~20~~¹⁰ million. *HB* The Grantee indemnifies the Grantor and keeps the Grantor indemnified and releases the Grantor from all claims, liability, loss or damage resulting from any accident, injury or damage occurring on the Servient Tenement except to the extent the accident, injury or damage is caused by or contributed to by the negligence or wilful act or omission of the Grantor, its servants or agents or the negligence or wilful act or omission of the Proprietors of Mark Lane Terrace, BUP 100190, their invitees, servants or agents.

QUEENSLAND LAND REGISTRY
Land Title Act 1994 and Land Act 1994

EASEMENT

FORM 9 Version 4
Page 1 of 1



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the land registry. For more information about privacy in NR&W see
<http://www.nrw.qld.gov.au/about/privacy/index.html>

Duty Imprint

Client No: 1091369 Duties Act 2001

Transaction No: 507-021-020

Duty Paid \$ NIL Exempt

UTI \$ NIL

Date: 18/10/13 Signed: *[Signature]*

<p>1. Grantor BODY CORPORARE FOR COLLINS ON MAIN COMMUNITY TITLES SCHEME</p>	<p>Lodger (Name, address & phone number) TIERNEY & CO PO Box 2146 GRACEVILLE Q 4075 Email: garry@tierneyandco.com Phone: 3848 6861</p>	<p>Lodger Code 140 A</p>
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2. Description of Easement/Lot on Plan	County	Parish	Title Reference
Servient Tenement (burdened land) EASEMENT A IN COMMON PROPERTY ON SP 260455	STANLEY	SOUTH BRISBANE	TO ISSUE
*Dominant Tenement (benefited land) LOT 9 ON SP 184393 LOT 8 ON SP 184392 LOT 2 ON RP 11180	STANLEY	SOUTH BRISBANE	TO ISSUE 50671203 50673431 11410020

not applicable if easement in gross

<p>3. Interest being burdened FEE SIMPLE</p>	<p>*4. Interest being benefited FEE SIMPLE # not applicable if easement in gross</p>
---	---

5. Grantee	Given names	Surname/Company name and number	(include tenancy if more than one)
	JEANETTE MARIA	AYRE	
	FAITH MARY THERESE	COLLINS	
	JEANETTE MARIA	AYRE	

<p>6. Consideration \$1.00</p>	<p>7. Purpose of easement RIGHT OF WAY AND SERVICES</p>
---	--

8. Grant/Execution
The Grantor for the above consideration grants to the Grantee the easement over the servient tenement for the purpose stated in item 7 and the Grantor and Grantee covenant with each other in terms of:- *the attached schedule
Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

<p><i>[Signature]</i> GARRY MICHAEL JOHN TIERNEY full name SOLICITOR qualification Witnessing Officer (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)</p>	<p>Signature John Aloysius Joseph Collins for and on behalf of Body Corporate <i>[Signature]</i> Execution Date 18/9/13</p>	<p>Grantor's Signature</p>
<p><i>[Signature]</i> GARRY MICHAEL JOHN TIERNEY full name SOLICITOR qualification Witnessing Officer (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)</p>	<p>Signature Jeanette Maria Ayre <i>[Signature]</i> Execution Date 18/9/13</p>	<p>Grantee's Signature</p>

8. Grant/Execution

The Grantor for the above consideration grants to the Grantee the easement over the servient tenement for the purpose stated in item 7 and the Grantor and Grantee covenant with each other in terms of:- *the attached schedule; *the attached schedule and document no.; *document no.

* delete if not applicable

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


..... signature
GARRY MICHAEL JOHN TIERNEY
..... full name

Elizabeth Frances Collins for and on behalf of Body Corporate


JD/C/90x
..... qualification

12/9/13
Execution Date

E.F. Collins
.....
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)


..... signature
GARRY MICHAEL JOHN TIERNEY
..... full name

Faith Mary Therese Collins

JD/C/90x
..... qualification

12/9/13
Execution Date

Faith Collins
.....
Grantee's Signature

Witnessing Officer

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


..... signature
GARRY MICHAEL JOHN TIERNEY
..... full name

Jeanette Maria Ayre

JD/C/90x
..... qualification

12/9/13
Execution Date

Jeanette Ayre
.....
Grantee's Signature

Witnessing Officer

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

Title Reference []

This is the Schedule referred to in the Form 9 Easement dated 12 day of September 2013

RECITALS

- A. The Grantor is the registered owner of the Servient Tenement.
- B. The Grantee is the registered owner of the Dominant Tenement.
- C. The Grantor agrees to grant an easement to the Grantee on the terms of this Agreement.

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Agreement, including the recitals, unless the contrary intention appears:

"Agreement" means the Land Titles Act (1994) Form 9 and its attached Schedule.

"Dominant Tenement" means the land described in Item 2 of the attached Form 9.

"Grantee" means the party named in Item 5 of the attached Form 9 together with its successors, transferees and assigns as registered over the Dominant Tenement and the occupier for the time being of the Dominant Tenement.

"Grantee's Associates" means the Grantee's employees, agents, contractors, lessees, licensees, customers and invitees and other people authorised by the Grantee.

"Grantor" means the party named in Item 1 of the attached Form 9 together with its successors, transferees and assigns as registered owner of the Servient Tenement and the occupier for the time being of the Servient Tenement.

"Grantor's Associates" means the Grantor's employees, agents, contractors, lessees, licensees, customers and invitees and other people authorised by the Grantor.

"Mediator" means a solicitor appointed by:

- (a) agreement; or
- (b) if no agreement, a solicitor appointed by the President of the Queensland Law Society Incorporated at the request of either party.

"Servient Tenement" means the land described in Item 2 of the attached Form 9.

1.2 Interpretation

In this agreement unless the contrary intention appears, a reference to:

- (a) a clause or schedule is to a clause or schedule in this Agreement;
- (b) the singular includes the plural and vice versa;
- (c) any gender includes all other genders; and
- (d) a person includes a corporation and an association whether incorporated or not and vice versa.

Title Reference □

1.3 Headings

The heading for each clause appearing in this document are inserted for convenience only and shall not affect the construction of this Agreement.

2. OPERATIVE PROVISIONS

2.1 Grant

The Grantor grants to the Grantee and the Grantee's Associates:

- (a) the free and uninterrupted right to use the Servient Tenement, in common with the Grantor and the Grantor's Associates, for all lawful purposes connected with the use and enjoyment of the Dominant Tenement for whatever purposes the Dominant Tenement may from time to time be used and enjoyed to (with or without vehicles, at all times of day and night) enter, leave, re-enter, go, pass and re-pass along, over and across the Servient Tenement;
- (b) in common with the Grantor and the Grantor's Associates free and uninterrupted passage and running of water, sewerage, gas, electricity, telephone and other services or supplies to and from the Dominant Tenement through, over or along the pipes, drains, mains, channels, gutters, water courses, sewers, cables and all other conducting media which are now or are to be laid in, over or under the Servient Tenement for the use and enjoyment of the Dominant Tenement but not for any other purpose;
- (c) in common with the Grantor and the Grantor's Associates, full and free right and liberty to enter on the Servient Tenement with or without workmen, materials and specialist services for the purposes of laying, installing, repairing, maintaining, renewing and relaying or removing any such pipes, drains, mains, channels, gutters, water courses, sewers, wires, cables and all other conducting media provided that the person/s exercising such right causes as little damage and inconvenience as reasonably practicable in so doing and makes good any damage caused to the Servient Tenement.

2.2 Restrictions on Grant

At no time shall the Grantor nor the Grantee park or allow to remain parked any vehicles nor shall either party deposit, leave, place or erect or allow to remain deposited, left, placed or erected any goods, merchandise, rubbish, refuse, structure or any other thing whatsoever on the Servient Tenement so as to cause obstruction or inconvenience or carry thereon any dangerous goods or in any other way interfere with the proper use of the Servient Tenement.

2.3 Ensure Enjoyment

The Grantor and the Grantee each shall do all within its power to ensure that all other persons authorised by the respective party to enter, leave, re-enter, go, pass and re-pass along and over and across the Servient Tenement acts in a manner which does not derogate from the use and enjoyment of the other party of the Servient Tenement.

2.4 Maintenance and Repair

The Grantor must:

- (a) maintain and repair the Servient Tenement; and
- (b) keep the Servient Tenement clean and tidy and free of all rubbish and weed and obstruction of all kinds.

Notwithstanding anything to the contrary contained in this clause, if any damage is caused to the Servient Tenement by the Grantee or the Grantee's Associates, then the full cost and expense of the repair of or reinstatement of such damage shall be the responsibility of the Grantee.

Title Reference []

3. GENERAL PROVISIONS

3.1 Joint and Several Liability

In this Agreement, an obligation incurred by two or more persons will be construed as an obligation incurred jointly and severally by each of such persons.

3.2 Water and Exercise of Rights

- (a) No variation or waiver of any provisions of this Agreement will be of any effect unless it is in writing signed by the parties, or in the case of a waiver, by the party giving it.
- (b) No failure or delay by a party in exercising any right conferred by this Agreement will operate as a waiver of that right.
- (c) A single or partial exercise or waiver of a right relating to this Agreement will not prevent any other exercise of that right or the exercise of any other right.
- (d) A party will not be liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

3.3 Severability

If any term or condition of this Agreement or its application to any person or circumstances is to become invalid or unenforceable, the remaining terms and conditions will not be affected and each term and condition will be valid and enforceable to the fullest extent permitted by law.

3.4 Dispute Resolution

3.4.1 Any dispute arising in connection with this Agreement ("Dispute") must be dealt with as follows:

- (a) the parties must first refer the dispute to the Mediator on the terms of the standard mediation agreement approved by the Queensland Law Society Incorporated;
- (b) the Mediator's costs must be shared equally by the parties. Apart from that, each party must pay their own costs;
- (c) the reference to the Mediator commences when a party gives written notice to the other party to the Dispute specifying the Dispute and requiring its resolution under this clause 3.4;
- (d) no information or documents obtained through or as part of the reference under this clause 3.4 to the Mediator may be used for any purpose other than the settlement of the Dispute under this clause 3.4.

3.4.2 If the Dispute is not resolved with twenty-one (21) days of the commencement of the reference to the Mediator under this clause 3.4, either party may then, but not earlier, commence Court proceedings.

3.4.3 Any mediation under this clause must be held at the offices of the Queensland Law Society Incorporated unless the parties agree to another venue.

3.4.4 Each party must continue to perform this easement despite the existence of a Dispute or any proceedings under this clause 3.4.

3.4.5 This clause 3.4 does not prevent any party from obtaining any injunctive, declaratory or other interrogatory relief from a Court which may be urgently required.

3.5 Release

Title Reference []

Upon a party ceasing to be the registered owner of the Dominant Tenement or Servient Tenement, as the case may be, that party is under no further liability to the other, or to the successors in title of the other, for anything connected with this Agreement which arises after the party ceases to be the registered owner.

3.6 Governing Law

This Agreement is governed by and to be construed in accordance with the laws of Queensland.

QUEENSLAND LAND REGISTRY
Land Title Act 1994 and Land Act 1994

EASEMENT

FORM 9 Version 4
Page 1 of 1



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the land registry. For more information about privacy in NR&W see
<http://www.nrw.qld.gov.au/about/privacy/index.html>.

Client No:	<u>1051369</u>	Duty Imprint	Duties Act 2001
Transaction No:	<u>507-021-020</u>		
Duty Paid \$	<u>NIL</u>	<input type="checkbox"/>	Exempt
UTI \$	<u>1/2</u>		
Date:	<u>18, 10, 13</u>	Signed:	

<p>1. Grantor JOHN ALOYSIUS JOSEPH COLLINS ELIZABETH FRANCES COLLINS</p>	<p>Lodger (Name, address & phone number) TIERNEY & CO PO Box 2146 GRACEVILLE Q 4075 Telephone No: 38486861 Email: garry@tierneyandco.com</p>	<p>Lodger Code 140 A</p>
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2. Description of Easement/Lot on Plan	County	Parish	Title Reference
Servient Tenement (burdened land) EASEMENT B IN LOT 1 ON SP 260456	STANLEY	SOUTH BRISBANE	TO ISSUE
*Dominant Tenement (benefited land) LOT 9 ON SP 184393	STANLEY	SOUTH BRISBANE	TO ISSUE 50671203
LOT 8 ON SP 184392			50673431
LOT 2 ON RP 11180			1141 0020

not applicable if easement in gross

<p>3. Interest being burdened FEE SIMPLE</p>	<p>*4. Interest being benefited FEE SIMPLE</p>
---	---

not applicable if easement in gross

5. Grantee	Given names	Surname/Company name and number	(include tenancy if more than one)
	JEANETTE MARIA	AYRE	
	FAITH MARY THERESE	COLLINS	
	JEANETTE MARIA	AYRE	

<p>6. Consideration \$1.00</p>	<p>7. Purpose of easement RIGHT OF WAY AND SERVICES</p>
---	--

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

GARRY MICHAEL JOHN TIERNEY Signature
full name

John Aloysius Joseph Collins

Solicitor
..... qualification

12/9/13
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)

GARRY MICHAEL JOHN TIERNEY signature
full name

Jeanette Maria Ayre

Solicitor
..... qualification

12, 9, 13
Execution Date

Grantee's Signature


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

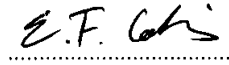
8. Grant/Execution

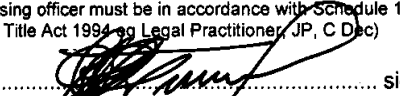
The Grantor for the above consideration grants to the Grantee the easement over the servient tenement for the purpose stated in item 7 and the Grantor and Grantee covenant with each other in terms of:- *the attached schedule; ~~the attached schedule and document no.~~; *document no.


* delete if not applicable


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



..... signature
GARRY MICHAEL JOHN TIERNEY full name
.....
SOLICITOR qualification

Elizabeth Frances Collins

.....
12/ 9/13 Execution Date
Grantee's Signature

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

..... signature
GARRY MICHAEL JOHN TIERNEY full name
.....
SOLICITOR qualification

Faith Mary Therese Collins

.....
12/ 9/13 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)

..... signature
GARRY MICHAEL JOHN TIERNEY full name
.....
SOLICITOR qualification

Jeanette Maria Ayre

.....
12/ 9/13 Execution Date
Grantee's Signature



Title Reference []

This is the Schedule referred to in the Form 9 Easement dated 12 day of September 2013

RECITALS

- A. The Grantor is the registered owner of the Servient Tenement.
- B. The Grantee is the registered owner of the Dominant Tenement.
- C. The Grantor agrees to grant an easement to the Grantee on the terms of this Agreement.

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Agreement, including the recitals, unless the contrary intention appears:

"Agreement" means the Land Titles Act (1994) Form 9 and its attached Schedule.

"Dominant Tenement" means the land described in Item 2 of the attached Form 9.

"Grantee" means the party named in Item 5 of the attached Form 9 together with its successors, transferees and assigns as registered over the Dominant Tenement and the occupier for the time being of the Dominant Tenement.

"Grantee's Associates" means the Grantee's employees, agents, contractors, lessees, licensees, customers and invitees and other people authorised by the Grantee.

"Grantor" means the party named in Item 1 of the attached Form 9 together with its successors, transferees and assigns as registered owner of the Servient Tenement and the occupier for the time being of the Servient Tenement.

"Grantor's Associates" means the Grantor's employees, agents, contractors, lessees, licensees, customers and invitees and other people authorised by the Grantor.

"Mediator" means a solicitor appointed by:

- (a) agreement; or
- (b) if no agreement, a solicitor appointed by the President of the Queensland Law Society Incorporated at the request of either party.

"Servient Tenement" means the land described in Item 2 of the attached Form 9.

1.2 Interpretation

In this agreement unless the contrary intention appears, a reference to:

- (a) a clause or schedule is to a clause or schedule in this Agreement;
- (b) the singular includes the plural and vice versa;
- (c) any gender includes all other genders; and
- (d) a person includes a corporation and an association whether incorporated or not and vice versa.

Title Reference []

1.3 Headings

The heading for each clause appearing in this document are inserted for convenience only and shall not affect the construction of this Agreement.

2. OPERATIVE PROVISIONS

2.1 Grant

The Grantor grants to the Grantee and the Grantee's Associates:

- (a) the free and uninterrupted right to use the Servient Tenement, in common with the Grantor and the Grantor's Associates, for all lawful purposes connected with the use and enjoyment of the Dominant Tenement for whatever purposes the Dominant Tenement may from time to time be used and enjoyed to (with or without vehicles, at all times of day and night) enter, leave, re-enter, go, pass and re-pass along, over and across the Servient Tenement;
- (b) in common with the Grantor and the Grantor's Associates free and uninterrupted passage and running of water, sewerage, gas, electricity, telephone and other services or supplies to and from the Dominant Tenement through, over or along the pipes, drains, mains, channels, gutters, water courses, sewers, cables and all other conducting media which are now or are to be laid in, over or under the Servient Tenement for the use and enjoyment of the Dominant Tenement but not for any other purpose;
- (c) in common with the Grantor and the Grantor's Associates, full and free right and liberty to enter on the Servient Tenement with or without workmen, materials and specialist services for the purposes of laying, installing, repairing, maintaining, renewing and relaying or removing any such pipes, drains, mains, channels, gutters, water courses, sewers, wires, cables and all other conducting media provided that the person/s exercising such right causes as little damage and inconvenience as reasonably practicable in so doing and makes good any damage caused to the Servient Tenement.

2.2 Restrictions on Grant

At no time shall the Grantor nor the Grantee park or allow to remain parked any vehicles nor shall either party deposit, leave, place or erect or allow to remain deposited, left, placed or erected any goods, merchandise, rubbish, refuse, structure or any other thing whatsoever on the Servient Tenement so as to cause obstruction or inconvenience or carry thereon any dangerous goods or in any other way interfere with the proper use of the Servient Tenement.

2.3 Ensure Enjoyment

The Grantor and the Grantee each shall do all within its power to ensure that all other persons authorised by the respective party to enter, leave, re-enter, go, pass and re-pass along and over and across the Servient Tenement acts in a manner which does not derogate from the use and enjoyment of the other party of the Servient Tenement.

2.4 Maintenance and Repair

The Grantor must:

- (a) maintain and repair the Servient Tenement; and
- (b) keep the Servient Tenement clean and tidy and free of all rubbish and weed and obstruction of all kinds.

Notwithstanding anything to the contrary contained in this clause, if any damage is caused to the Servient Tenement by the Grantee or the Grantee's Associates, then the full cost and expense of the repair of or reinstatement of such damage shall be the responsibility of the Grantee.

Title Reference []

3. GENERAL PROVISIONS

3.1 Joint and Several Liability

In this Agreement, an obligation incurred by two or more persons will be construed as an obligation incurred jointly and severally by each of such persons.

3.2 Water and Exercise of Rights

- (a) No variation or waiver of any provisions of this Agreement will be of any effect unless it is in writing signed by the parties, or in the case of a waiver, by the party giving it.
- (b) No failure or delay by a party in exercising any right conferred by this Agreement will operate as a waiver of that right.
- (c) A single or partial exercise or waiver of a right relating to this Agreement will not prevent any other exercise of that right or the exercise of any other right.
- (d) A party will not be liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

3.3 Severability

If any term or condition of this Agreement or its application to any person or circumstances is to become invalid or unenforceable, the remaining terms and conditions will not be affected and each term and condition will be valid and enforceable to the fullest extent permitted by law.

3.4 Dispute Resolution

3.4.1 Any dispute arising in connection with this Agreement ("Dispute") must be dealt with as follows:

- (a) the parties must first refer the dispute to the Mediator on the terms of the standard mediation agreement approved by the Queensland Law Society Incorporated;
- (b) the Mediator's costs must be shared equally by the parties. Apart from that, each party must pay their own costs;
- (c) the reference to the Mediator commences when a party gives written notice to the other party to the Dispute specifying the Dispute and requiring its resolution under this clause 3.4;
- (d) no information or documents obtained through or as part of the reference under this clause 3.4 to the Mediator may be used for any purpose other than the settlement of the Dispute under this clause 3.4.

3.4.2 If the Dispute is not resolved with twenty-one (21) days of the commencement of the reference to the Mediator under this clause 3.4, either party may then, but not earlier, commence Court proceedings.

3.4.3 Any mediation under this clause must be held at the offices of the Queensland Law Society Incorporated unless the parties agree to another venue.

3.4.4 Each party must continue to perform this easement despite the existence of a Dispute or any proceedings under this clause 3.4.

3.4.5 This clause 3.4 does not prevent any party from obtaining any injunctive, declaratory or other interrogatory relief from a Court which may be urgently required.

3.5 Release

Title Reference []

Upon a party ceasing to be the registered owner of the Dominant Tenement or Servient Tenement, as the case may be, that party is under no further liability to the other, or to the successors in title of the other, for anything connected with this Agreement which arises after the party ceases to be the registered owner.

3.6 Governing Law

This Agreement is governed by and to be construed in accordance with the laws of Queensland.