

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	51389745	Search Date:	25/03/2026 09:46
Date Title Created:	04/08/2025	Request No:	55539688
Previous Title:	51371145		

ESTATE AND LAND

Estate in Fee Simple

LOT 1 SURVEY PLAN 352820

Local Government: LOGAN

REGISTERED OWNER

Dealing No: 724166800 30/06/2025

THE TRUST COMPANY (AUSTRALIA) LIMITED A.C.N. 000 000 993

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10536096 (POR 309)
2. EASEMENT IN GROSS No 724166801 30/06/2025 at 14:58
burdening the land
LOGAN CITY COUNCIL
over
EASEMENT A ON SP352820
3. EASEMENT IN GROSS No 724166802 30/06/2025 at 14:58
burdening the land
LOGAN CITY COUNCIL
over
EASEMENT B ON SP352820

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

724166801

EL 600 \$231.98

30/06/2025 14:58:05

TITLES REGISTRY
Land Act 1994

Dealing Number

EASEMENT

FORM 9 Version 4

Page 1 of 2

**OFFICE USE ONLY****Privacy Statement**

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

Client No: <u>1050472</u>	Duty Impact in Duties Act 2001
Transaction No: <u>530-70L-218</u>	☐ Exempt
Duty Paid \$ <u>0.00</u>	
UTI \$ <u>0.00</u>	
Date: <u>27/6/25</u>	Signed: <u>[Signature]</u>

1. Grantor	Lodger (Name, address, email & phone number)	Lodger Code
The Trust Company (Australia) Limited ACN 000 000 993	Piper Alderman Level 26, 71 Eagle St Brisbane Qld 4000 mgriffiths@piperalderman.com.au	135A

2. Description of Easement/Lot on Plan	Title Reference
Servient Tenement (burdened land) Easement A on SP352820 *Dominant Tenement (benefited land) Not applicable * not applicable if easement in gross	to issue from 51371145

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

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

6. Consideration	7. Purpose of easement
\$1.00	Drainage

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 under the Standard Terms Document dealing no. 720963430.

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

signature.....

full name..... Cynthiana Eddiequalification..... Justice of the Peace - NSW
Reg No: 258888**Witnessing Officer**

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

signature..... [Signature]full name..... Tammy Nicola Morrisqualification..... (JP Qld)**Witnessing Officer**

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

16/6/25
Execution Date



[Signature] Anita Soetanto
Assistant Manager

.....named/office
The Trust Company (Australia) Limited ACN 000 000 993
by its attorney under registered power of attorney
716070829

Grantor's Signature

[Signature]
Angela Lavcanovska (name)

..... (authority)
With delegated authority for
Logan City Council

Grantee's Signature

QUEENSLAND TITLES REGISTRY
Land Title Act 1994 and Land Act 1994

EASEMENT

FORM 9 Version 4
Page 1 of 1

724166802

EL 600 \$231.98

30/06/2025 14:58:05

ing Number

ICE USE ONLY

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

Client No: <u>1050472</u>	Duty Imprint
Transaction No: <u>530-701-739</u>	Duties Act 2001
Duty Paid \$ <u>0.00</u>	☐ Exempt
UTI \$ <u>0.00</u>	
Date: <u>27/6/25</u>	Signed: <u>[Signature]</u>

1. Grantor	Lodger (Name, address, email & phone number)	Lodger Code
The Trust Company (Australia) Limited ACN 000 000 993	Piper Alderman Level 26, 71 Eagle St Brisbane Qld 4000 mgriffiths@piperalderman.com.au	135A

2. Description of Easement/Lot on Plan	Title Reference
Servient Tenement (burdened land) Easement B on SP352820	to issue from 51371145
*Dominant Tenement (benefited land) Not applicable	
* not applicable if easement in gross	

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

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

6. Consideration	7. Purpose of easement
\$1.00	Sewerage

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 under the Standard Terms Document dealing no. 720963430.

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

signature [Signature] **Cynthiana Eddle**
Justice of the Peace - NSW
Reg No: 258888

full name Cynthiana Eddle
Justice of the Peace - NSW

qualification Justice of the Peace - NSW

Witnessing Officer

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

signature [Signature]

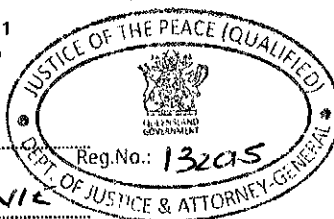
full name Johnny Nickol Manic

qualification (JP Qld)

Witnessing Officer

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

16/6/25
Execution Date



signature [Signature] **Anita Soetanto**
Assistant Manager
The Trust Company (Australia) Limited ACN 000 000 993
by its attorney under registered power of attorney
716070829

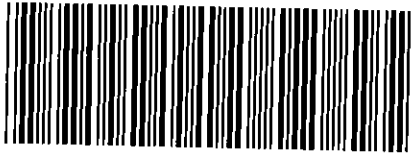
Grantor's Signature

signature [Signature]
Angela Lavcanovska (name)

(authority)
With delegated authority for
Logan City Council

Grantee's Signature

24/6/2025
Execution Date



720963430

NO FEE

23/07/2021 15:11

GC 608

1. Nature of request REQUEST TO REGISTER STANDARD TERMS DOCUMENT FOR EASEMENT	Lodger (Name, address, E-mail & phone number) MINTER ELLISON GOLD COAST PO Box 11 VARSITY LAKES QLD 4227 meaghan.brodie@minterellison.com Ref: BNM:RAS:MZB:389936	Lodger Code GC:62
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2. Lot on Plan Description NOT APPLICABLE	Title Reference
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3. Registered Proprietor/State Lessee
NOT APPLICABLE

4. Interest
NOT APPLICABLE

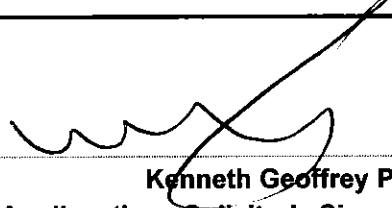
5. Applicant
LOGAN CITY COUNCIL

6. Request

I hereby request that: pursuant to section 169 of the *Land Title Act 1994* (Qld) the attached Standard Terms Document containing easement covenants for Logan City Council be registered.

7. Execution by applicant

23/07/21
Execution Date


Kenneth Geoffrey Petty
Applicant's or Solicitor's Signature

*Note: A Solicitor is required to print full name if signing on behalf of the Applicant.

Title Reference

Planning Act means the *Planning Act 2016 (Qld)*.

Sewage includes raw or treated sewage and liquids whether foul or not and whether flowing individually or in concentration.

Stormwater Drainage means drainage of any kinds and, without limitation, includes rainwater, stormwater, liquid wastes and stormwater runoff and whether flowing individually or in concentration.

Structure includes buildings, fences and walls.

1.2 Interpretation

- (a) In this document unless a contrary intention appears:
 - (i) a clause is to a clause in this document;
 - (ii) the singular includes the plural and vice versa;
 - (iii) any gender includes all other genders;
 - (iv) a person includes a firm, a corporation, an association and a body, whether incorporated or not and a government or statutory body or authority;
 - (v) a statute includes statutory instruments under it, and consolidations, amendments, re-enactments or replacements of any of them;
 - (vi) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmission; and
 - (vii) this or any other document includes the document as varied or replaced and is not affected by any change in the identity of the parties.
- (b) The clause headings appearing in this document are inserted for convenience of reference and do not affect the construction of this document.
- (c) If any words are italicised or otherwise printed differently, this has been done for convenience only and does not affect the construction of this document.
- (d) Whenever more persons than one constitutes a party all the covenants, agreements, conditions, restrictions and provisos on the part of that party contained or implied in this document bind those persons jointly and each of them severally.
- (e) This document is in all respects to be interpreted in accordance with the laws of the State of Queensland. The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Queensland, and any courts having jurisdiction to hear appeals from them, and waive any right to object to proceedings being brought in those courts.
- (f) Nothing contained in this document affects, prejudices or derogates from the requirements of any statute or from the rights, powers and authorities of Council under the provisions of any statute or under any declared policy of Council including the rights, powers and authorities of Council as the local government.
- (g) An inclusive definition, or an example or particularisation of a provision, does not limit but may extend that definition or provision.
- (h) Where a word or expression is defined, other parts of speech and grammatical forms of that word or expression have a corresponding definition.

Title Reference

- (c) to effect the uninterrupted flow of Sewage and whether flowing continuously, intermittently or occasionally, above or beneath the surface of the Burdened Land and through or along the Pipes.

2.3 Water Supply Easement

This **clause 2.3** applies if the purpose is 'Water Supply' in Item 7 of the Form 9.

The Grantor grants to the Council the full, free and uninterrupted right and liberty at all times of the day and the night and from time to time at the Council's pleasure:

- (a) to enter upon and traverse the Burdened Land for any purpose whatsoever connected with the Council's Water Supply Powers and whether or not such entry or traversal is for the benefit or detriment of the Burdened Land and whether or not it is for the benefit of the Grantor's land or any neighbouring or other lands;
- (b) to carry out such works on the Burdened Land and do such things including, without limiting the generality of the foregoing, digging, sinking shafts, erecting scaffolding, opening and breaking up the soil both surface and subsurface, constructing manholes, placing and operating machinery and equipment, storing soil and gravel, laying Pipes, digging trenches and laying concrete on or within the Burdened Land as the Council in its absolute discretion considers necessary or desirable for any purpose whatsoever connected with the Council's Water Supply Powers and whether or not such works and things:
 - (i) are for the benefit or detriment of the Burdened Land; and
 - (ii) are for the benefit of the Grantor's land or any neighbouring or other lands; and
- (c) to effect the uninterrupted passage of or flow and conveyance of water or for any purpose connected with any water supply scheme approved by the Council for the supply of water above or beneath the surface of the Burdened Land and through and along the Pipes.

2.4 Access and Services Easement

This **clause 2.4** applies if the purpose is 'Access and Services' in Item 7 of the Form 9.

The Grantor grants to the Council the full, free and uninterrupted right and liberty at all times of the day and the night and from time to time at the Council's pleasure:

- (a) to enter upon and traverse the Burdened Land for any purpose whatsoever and whether or not such entry or traversal is for the benefit or detriment of the Burdened Land and whether or not it is for the benefit of the Grantor's land or any neighbouring or other lands;
- (b) to carry out such works on the Burdened Land and do such things including, without limiting the generality of the foregoing, digging, sinking shafts, erecting scaffolding, opening and breaking up the soil both surface and subsurface, constructing manholes, placing and operating machinery and equipment, storing soil and gravel, laying Pipes, conduits, cables and other media, digging trenches, laying concrete, erecting poles and connecting wires or other material on or within the Burdened Land as the Council in its absolute discretion considers necessary or desirable for any purpose whatsoever connected with the supply of services such as electricity, telecommunications and any other services and whether or not such works and things:
 - (i) are for the benefit or detriment of the Burdened Land; and
 - (ii) are for the benefit of the Grantor's land or any neighbouring or other lands; and
- (c) to effect the uninterrupted passage of electricity, telecommunications media and any other material required by Council for providing services on, over or beneath the surface of the Burdened Land through Pipes, conduits, cables and other media.

Title Reference

- (ii) for the continuous forward movements or three-point-turning movements of the vehicle.

5. Grantor not to obstruct easement

- (a) The Grantor shall not make, cause, allow or permit:
 - (i) any obstruction, interruption, impeding, hampering or interference with, diversion, scouring, change or alteration in or to the flow of Stormwater Drainage, Sewage, water or other matter, as the case may be, at any time;
 - (ii) any obstruction, interruption, impeding, or hampering of or interference with the powers, rights and liberties granted and conferred on Council or Council's Agents by this document;
 - (iii) any ponding, storage, retention or deviation of Stormwater Drainage, Sewage, water or other matter through or under the Burdened Land caused by or consequent upon:
 - (A) any use to which the Burdened Land is or might be put;
 - (B) the erection, raising, making, placing of or suffering to stand or to remain any Structure, paving, vegetation (except grass which is kept properly mown at all times) or anything whatsoever upon the Burdened Land;
 - (C) any alteration in level or gradient of the Burdened Land; or
 - (D) any change to the surface of the Burdened Land or to the natural or artificial features of the Burdened Land which contain or assist in containing the flow of Stormwater Drainage, Sewage, water or other matter on, under or through the Burdened Land; or
 - (iv) any obstruction, erection, making, placing of or allowing to stand any Structure of any kind on or within the Burdened Land, unless permitted in writing by Council or the Director and only to the extent permitted and upon such terms and conditions as Council or the Director imposes or stipulates in the event of such permission being granted.
- (b) Without limiting clause 5(a), the Grantor must ensure that any works which are constructed on or in the Burdened Land pursuant to an approval given under the Planning Scheme do not obstruct, interfere with, damage or cause any change or alteration to any works constructed by Council within the Burdened Land.
- (c) For the purpose of gaining access to the Burdened Land Council may demolish or break open any fencing on or adjacent to the Burdened Land, but where livestock are contained within the fenced area sufficient notice must be given to the Grantor to enable the livestock to be secured.
- (d) Provided the Grantor is not in breach of **clause 5(a)** and Council is not exercising its rights under **clause 6**, Council must either:
 - (i) reinstate all fences damaged by it in the exercise of any of its rights granted under this document; or
 - (ii) in lieu of reinstating any such fence, install a gate the quality and materials of workmanship of which, except with the Grantor's consent, must be not less than the quality and materials of workmanship of the existing fence. A gate so installed becomes the property of the Grantor and thereafter must (subject to **clause 5(d)**) be maintained by the Grantor.
- (e) Any gate installed by Council pursuant to **clause 5(d)(ii)** must be maintained by Council if **clause 2.6** and section 63 of the LGR apply.

Title Reference

the negligence or deliberate act of the Grantor, its servants, agents, employees, invitees or licensees or the occupiers of the Grantor's land.

9. Grantor to maintain Burdened Land

- (a) Subject to **clause 9(b)** (and unless **clause 2.6** and section 63 of the LGR apply):
- (i) the Grantor shall at all times maintain and keep the Burdened Land and the Grantor's improvements on and in the Burdened Land (but, subject to **clauses 9(a)(ii)** and **9(a)(iii)**, excluding the Drains or Pipes) in good order and repair and in a clean and tidy condition;
 - (ii) if there are no such improvements or if the Drain is an open Drain (with or without embankments) the Grantor undertakes to grass the Burdened Land and to keep it properly grassed and mown or otherwise appropriately vegetated to the reasonable satisfaction of Council; and
 - (iii) if Council constructs works or provides vegetation to minimise scouring or erosion within the Burdened Land then Council will maintain such works other than vegetation. The Grantor shall maintain all vegetation in accordance with **clause 9(a)(ii)**.
- (b) Without limiting the Grantor's obligation to maintain vegetation under **clause 9(a)(ii)**, if an approval given under the Planning Scheme requires the Grantor to maintain any works constructed by Council on or in the Burdened Land, then the Grantor must at all times maintain and keep those works and / or improvements in good order and repair and in a clean and tidy condition at the Grantor's expense.

10. General Provisions

10.1 Council's equipment and appurtenances

- (a) Notwithstanding any rule of law or equity all Drains, pipelines, Pipes, drips, valves, fittings, meters, connections and all other equipment and appurtenances brought onto, laid or installed upon or buried in or under the Burdened Land by Council at all times remain the property of Council notwithstanding that they are or might be annexed to the Burdened Land.
- (b) At any time and from time to time Council may remove all Drains, pipelines, Pipes, drips, valves, fittings, meters, connections and all other equipment and appurtenances brought onto, laid or installed upon or buried in or under the Burdened Land in whole or in part.

10.2 Council's easement

Council, performing and observing the covenants and conditions to be observed and performed by it under this document, may peaceably hold and enjoy the rights, liberties, privileges and easement granted by this document without hindrance, molestation or interruption by the Grantor or any person, firm or corporation claiming by, through, under or in trust for the Grantor.

10.3 Production of documents

The Grantor shall execute every deed, instrument or assurance, and do everything, for further or more effectually securing the rights or interest of Council to or in the Burdened Land or any part or parts of it under this document as Council reasonably requires.

10.4 Easement binds successors in title

Title Reference

12.3 GST payable

- (a) If GST is payable by a supplier, or by the representative member for a GST group of which the supplier is a member, on any supply made under this document, the recipient will pay to the supplier an amount equal to the GST payable on the supply.
- (b) The recipient will pay the amount referred to in **clause 12.3** in addition to and at the same time that the consideration for the supply is to be provided under this document.
- (c) The supplier must deliver a tax invoice or an adjustment note to the recipient before the supplier is entitled to payment of an amount under **clause 12.3**. The recipient can withhold payment of the amount until the supplier provides a tax invoice or an adjustment note as appropriate.

12.4 Adjustment event

If an adjustment event arises in respect of a taxable supply made by a supplier under this document the amount payable by the recipient under **clause 12.3** will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.

12.5 Payment or reimbursement subject to GST

Where a party is required under this document to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.



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)

Dye and Durham Terrain
GPO Box 1612
Brisbane QLD 4001

Transaction ID: 51140666 EMR Site Id: 248226 14 April 2026
Cheque Number:
Client Reference:

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

Lot: 1 Plan: SP352820
ENTERPRISE DR
NORTH MACLEAN

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