

Economic Development Queensland  
GPO Box 2202  
Brisbane QLD 4001

Dear Sir/Madam,

**RE: LANDOWNER CONSENT FOR DEVELOPMENT APPLICATION**

Peet Flagstone City Pty Ltd (A.C.N. 151 187 594) consents to the lodgement of development application/s by RPS AAP Consulting Pty Ltd, over land at:

At: Homestead Drive and Flagstonian Drive, Flagstone QLD 4280

RPD: Lot 907 on SP332140

Lot 50050 on SP332140

Yours faithfully



Sign

15/12/25

Date

Troy Thompson

Name

Development Director

Position (e.g. Director / Secretary)

Sign

Date

Name

Position (e.g. Director / Secretary)

The A.C.N. must be included and accompanied by –

- the signature of either:
  - two directors of the company;
  - a director and a company secretary of the company; or
  - if a proprietary company that has a sole director who is also the sole company secretary, that director;

**OR**

- the company seal (if the company has a common seal) witnessed by:
  - two directors of the company;
  - a director and a company secretary of the company; or
  - for a propriety company that has a sole director who is also the sole company secretary, that director.

If signing under a Power of Attorney, please provide a copy of the Power of Attorney documents

Queensland Titles Registry Pty Ltd  
 ABN 23 648 568 101

|                            |                 |                     |                  |
|----------------------------|-----------------|---------------------|------------------|
| <b>Title Reference:</b>    | <b>51291209</b> | <b>Search Date:</b> | 12/12/2025 12:38 |
| <b>Date Title Created:</b> | 08/08/2022      | <b>Request No:</b>  | 54456088         |
| <b>Previous Title:</b>     | 51216411        |                     |                  |

#### ESTATE AND LAND

Estate in Fee Simple

LOT 50050 SURVEY PLAN 332140  
 Local Government: LOGAN

#### REGISTERED OWNER

Dealing No: 721800871 29/06/2022

PEET FLAGSTONE CITY PTY LTD A.C.N. 151 187 594

#### EASEMENTS, ENCUMBRANCES AND INTERESTS

- Rights and interests reserved to the Crown by  
Deed of Grant No. 10334162 (POR 26)
- EASEMENT No 721800872 29/06/2022 at 16:28  
burdening the land to  
LOT 30013 ON SP332140  
OVER EASEMENT A ON SP332140
- MORTGAGE No 722151745 05/12/2022 at 12:38  
ANZ FIDUCIARY SERVICES PTY LTD A.C.N. 100 709 493

#### ADMINISTRATIVE ADVICES

| Dealing   | Type                                         | Lodgement Date   | Status  |
|-----------|----------------------------------------------|------------------|---------|
| 711464446 | VEG NOTICE<br>VEGETATION MANAGEMENT ACT 1999 | 28/02/2008 14:15 | CURRENT |
| 712298369 | VEG NOTICE<br>VEGETATION MANAGEMENT ACT 1999 | 24/03/2009 12:49 | CURRENT |
| 713408554 | VEG NOTICE<br>VEGETATION MANAGEMENT ACT 1999 | 16/08/2010 10:17 | CURRENT |

#### UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

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

QUEENSLAND LAND REGISTRY  
Land Title Act 1994 and Land Act 1994

# EASEMENT

FORM 9 Version 4

Page 1 of 12

**721800872**

ing Number

**ICE USE ONLY**

EL 600 \$197.00

29/06/2022 16:28:27

ised by the Land Title Act 1994 and the  
in the publicly searchable registers in

the land registry. For more information about privacy in NR&W see the  
department's website.

Duty Imprint  
Client No: 1 0 5 1 8 3 7 Duties Act 2001  
Transaction No: 524-378-163  
Duty Paid \$ 0.00 Exempt  
UTI \$ 0.00  
Date: 28/6/22 Signed: 

|                                                                                                                           |                                                                                                                                                              |                           |
|---------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| <b>1. Grantor</b><br>Peet Flagstone City Pty Ltd ACN 151 187 594                                                          | <b>Lodger</b> (Name, address, E-mail & phone number)<br>HWL Ebsworth Lawyers<br>GPO Box 2033, Brisbane QLD 4001<br>Ph: (07) 3169 4700<br>Ref: JDW:RLM:210593 | <b>Lodger Code</b><br>88A |
| <b>2. Description of Easement/Lot on Plan</b><br>Servient Tenement (burdened land)<br>Easement A in Lot 50050 on SP332140 | <b>Title Reference</b><br>From 51216411 & 51256256                                                                                                           |                           |
| *Dominant Tenement (benefited land)<br># not applicable if easement in gross<br>Lot 30013 on SP332140                     |                                                                                                                                                              |                           |
| <b>3. Interest being burdened</b><br>Fee Simple                                                                           | <b>*4. Interest being benefited</b><br>Fee Simple<br># not applicable if easement in gross                                                                   |                           |
| <b>5. Grantee</b> Given names<br>Surname/Company name and number<br>Peet Flagstone City Pty Ltd ACN 151 187 594           | (Include tenancy if more than one)                                                                                                                           |                           |
| <b>6. Consideration</b><br>\$1.00                                                                                         | <b>7. Purpose of easement</b><br>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 must be aware of his/her obligations under section 162 of the Land Title Act 1994**

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

Title Reference to issue from 51216411 & 51256256

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.....

full name.....

qualification.....

Witnessing Officer

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

10/06/2022  
Execution Date

Peet Flagstone City Pty Ltd ACN 151 187 594 by its duly authorised Attorney, Michael Stone - General Manager Queensland - Group A Attorney - under Power of Attorney No. 717983411

Grantor's Signature

signature.....

full name.....

qualification.....

Witnessing Officer

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

10/6/22  
Execution Date

Peet Flagstone City Pty Ltd ACN 151 187 594 by its duly authorised Attorney, Troy Thompson - Project Director of Peet Limited - Group B Attorney - under Power of Attorney No. 717983411

Grantor's Signature

signature.....

full name.....

qualification.....

Witnessing Officer

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

10/6/22  
Execution Date

Peet Flagstone City Pty Ltd ACN 151 187 594 by its duly authorised Attorney, Michael Stone - General Manager Queensland - Group A Attorney - under Power of Attorney No. 717983411

Grantee's Signature

signature.....

full name.....

qualification.....

Witnessing Officer

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

10/06/2022  
Execution Date

Peet Flagstone City Pty Ltd ACN 151 187 594 by its duly authorised Attorney, Troy Thompson - Project Director of Peet Limited - Group B Attorney - under Power of Attorney No. 717983411

Grantee's Signature

Title Reference to issue from 51216411 & 51256256

The Grantor and the Grantee agree on the following terms:

**1. Definitions and interpretation**

1.1 In this Easement unless the context otherwise indicates:

- (a) **"Dominant Tenement"** means the land described as the Dominant Tenement in Item 2 of the Form 9 and includes any part of that land having the benefit of this Easement and, where the context requires, means that portion of the whole of the Dominant Tenement owned by a particular Grantee;
- (b) **"Easement"** means this Schedule and the Form 9 and includes any annexures;
- (c) **"Form 9"** means the Form 9 Easement to which this Schedule is annexed;
- (d) **"Grantee"** means the person named in Item 5 of the Form 9. A reference to the Grantee includes each party comprising the Grantee severally and jointly, as the context requires and includes the executors, administrators, successors and permitted assigns of the Grantee and persons authorised by the Grantee;
- (e) **"Grantee's Works"** means any works undertaken by the Grantee in relation to:
  - (i) construction, repair, maintenance, cleaning, inspection, upgrading or replacement of the Roadway or other parts of the Servient Tenement;
  - (ii) the building of any improvements on the Dominant Tenement by the Grantee;
- (f) **"Grantor"** means the person named in Item 1 of the Form 9. A reference to the Grantor includes each party comprising the Grantor severally and jointly, as the context requires and includes the executors, administrators, successors and permitted assigns of the Grantor and persons authorised by the Grantor;
- (g) **"Grantor's Development"** the commercial and/or residential development which the Grantor proposes to construct on the Grantor's Land;
- (h) **"Grantor's Land"** means Lot 30008 on SP315462 with title reference 51216411 and Lot 907 on SP316978 with title reference 51256256 and any land subsequently created from such land which contains the Servient Tenement however it may be described;
- (i) **"Grantor's Works"** means any works undertaken by the Grantor in relation to:
  - (i) construction, repair, maintenance, cleaning, inspection, upgrading or replacement of the Roadway or other parts of the Servient Tenement;
  - (ii) the building by the Grantor of any improvements on the Grantor's Land, including the building of the Grantor's Development (other than on the Servient Tenement, unless it is the Roadway);
- (j) **"Purpose"** means:
  - (i) a right of way for access, egress and regress of persons and/or Vehicles over the Servient Tenement and to and from the Dominant Tenement;
  - (ii) to bring machinery, tools and equipment on the Servient Tenement for purposes associated with the rights granted under this Easement; and
  - (iii) to do such other things through, across, in or under the Servient Tenement as are incidental to the proper exercise of the rights granted under this Easement;
- (k) **"Roadway"** means any road, path, driveway or track constructed of concrete, bitumen, gravel or other suitable material sufficient for the carriage of people and/or all types of Vehicles, which is located, or to be located, upon the Servient Tenement (if any);

Title Reference to issue from 51216411 & 51256256

- (l) **"Servient Tenement"** means the land described as the Servient Tenement in Item 2 of the Form 9 and includes any part of that land subject to the burden of this Easement;
- (m) **"Traffic"** means the passage of any person and/or Vehicle; and
- (n) **"Vehicles"** means non-motorised vehicles and motorised vehicles, howsoever described, including without limitation, cars, utes, vans, trucks, mini buses, bicycles, motor bikes and scooters.

- 1.2 References to a person include a corporation, partnership, incorporated association, body corporate, unincorporated body, instrumentality of the Crown and any statutory, public or local authority.
- 1.3 If a party consists of more than one person, this Easement binds them jointly and each of them individually. A party that is a trustee is bound both personally and as a trustee.
- 1.4 References to a party includes the party's personal representatives, executors, administrators, successors, permitted assigns and persons authorised by them.
- 1.5 References to a corporation have the same meaning as in the Corporations Act 2001 (Cth).
- 1.6 References to statutes, regulations and statutory provisions includes all statutes, regulations and statutory provisions amending, consolidating, or replacing them.
- 1.7 Words importing any gender include all other genders.
- 1.8 Words importing the singular include the plural and vice versa.
- 1.9 Headings are for convenience only and do not affect interpretation.
- 1.10 The word "including" or similar expressions are not words of limitation.
- 1.11 In any combination or list of options, the use of the word "or" is not used as a word of limitation.
- 1.12 Reference to items, parts and clauses are references to items, parts and clauses of this Easement.

**2. Grant of easement**

The Grantor grants to the Grantee an easement for a right of way in relation to the Servient Tenement on the terms of this Easement.

**3. Rights**

- 3.1 The rights conferred by this Easement:
  - (a) are granted in common with the Grantor and others now or hereafter having a grant or right authorised by the Grantor;
  - (b) may be exercised by the Grantee and the owners and occupiers for the time being of the Dominant Tenement, their servants, agents, visitors, employees, customers, contractors and tenants (and the tenants' servants, agents, visitors, employees, customers and contractors) and any other person lawfully authorised by them;
  - (c) may be exercised with or without Vehicles; and
  - (d) permits the passing and repassing over the Servient Tenement in accordance with the terms of this Easement at all times.

**4. Grantor's Rights and Obligations**

- 4.1 Subject to clauses 3, and 4.2, the Grantor must:

**Title Reference to issue from 51216411 & 51256256**

- (a) not prevent or unreasonably restrict the Grantee in the exercise of the rights granted by this Easement;
- (b) not obstruct the Grantee's access to, from and over the Servient Tenement;
- (c) not park or leave Vehicles or any other obstruction on the Servient Tenement;
- (d) not unreasonably interrupt or disturb the Grantee's right to enjoy the Servient Tenement;
- (e) not cause any rubbish or litter to be or accumulate on the Servient Tenement;
- (f) not unreasonably hinder or allow any persons to unreasonably hinder the flow of Traffic;
- (g) promptly repair any damage that is caused to the Servient Tenement by the Grantor or its servants, agents, visitors, employees, customers, contractors and tenants (and the tenants' servants, agents, visitors, employees, customers and contractors) and any other person lawfully authorised by them or by any unidentified party or cause; and
- (h) not erect any buildings, structures or other improvements upon the Servient Tenement or any part of it (without the consent of the Grantee) other than the Roadway or a fence that does not obstruct the rights of the Grantee under this Easement, that is for example, a fence that is not constructed on:
  - (i) the boundary of the Servient Tenement and Parklands Drive; and
  - (ii) the boundary of the Servient Tenement and the Dominant Tenement.

**4.2** If the Grantor is attending to any Grantor's Works, the Grantor may temporarily obstruct the Servient Tenement for reasonable periods as are necessary to carry out the Grantor's Works provided that:

- (a) at least 4 weeks notice is given to the Grantee (unless it is an emergency, in which case, as much notice as possible is to be given);
- (b) any obstruction must be minimised so far as is reasonably possible;
- (c) the Grantor's Works must be undertaken continuously (to the extent reasonably possible) and as expeditiously as possible;
- (d) the Grantor provides reasonable alternative access for users of the Servient Tenement over the Grantor's Land (to the extent reasonably possible) and, where appropriate, signage indicating such alternative access; and
- (e) if the Grantor's Works require the breaking of the surface of the Roadway, the Grantor must promptly reinstate the Roadway to a satisfactory condition.

**4.3** The Grantor is not required to construct any Roadway at any time unless the Grantor requires it in its absolute discretion. The Grantee takes the Servient Tenement in its current state and repair.

**5. Grantee's rights and obligations**

**5.1** In exercising its rights granted under this Easement, the Grantee may do anything reasonably necessary for the Purpose, including, but not limited to, entering into (and taking anything onto) that part of the Grantor's Land that is immediately adjacent to the Servient Tenement for the purpose of carrying out the Grantee's Works.

**5.2** In exercising the Grantee's rights under this Easement, the Grantee must, at its own cost:

- (a) cause as little inconvenience as reasonably practicable to the occupiers of the Grantor's Land;
- (b) cause as little damage as reasonably practicable to the Grantor's Land and the Servient Tenement and any improvements on them;
- (c) restore the Grantor's Land to at least its former condition and to the Grantor's reasonable satisfaction following completion of any Grantee's Works;

**Title Reference to issue from 51216411 & 51256256**

- (d) not park or leave Vehicles or any other obstruction on the Servient Tenement or the Grantor's Land;
- (e) not cause any rubbish or litter to be or accumulate on the Servient Tenement or the Grantor's Land;
- (f) promptly repair any damage that is caused to the Servient Tenement or the Grantor's Land by the Grantee or its servants, agents, visitors, employees, customers, contractors and tenants (and the tenants' servants, agents, visitors, employees, customers and contractors) and any other person lawfully authorised by them;
- (g) not unreasonably hinder or allow any persons to unreasonably hinder the flow of Traffic; and
- (h) not bring or leave on the Servient Tenement or the Grantor's Land any offensive, hazardous or dangerous substance or thing or anything which is or may become a danger, material nuisance, material annoyance or material inconvenience to the Grantor, other occupants of the Grantor's Land, any adjacent or nearby land or other Grantees.

**5.3** If the Grantee is attending to any Grantee's Works, the Grantee may temporarily obstruct the Servient Tenement for reasonable periods as are necessary to carry out the Grantee's Works provided that:

- (a) at least 4 weeks notice is given to the Grantor in the case of all Grantee's Works (unless it is an emergency, in which case, as much notice as possible is to given);
- (b) any obstruction must be minimised so far as is reasonably possible;
- (c) the Grantee's Works must be undertaken continuously (to the extent reasonably possible) and as expeditiously as possible;
- (d) if the Grantee's Works require the breaking of the surface of the Roadway, the Grantee must promptly reinstate the Roadway to the Grantor's reasonable satisfaction taking into consideration the state of repair of the Roadway before the Grantee's Works commenced.

**5.4** If the Grantee is attending to any Grantee's Works pursuant to clause 5.3, the Grantor must provide reasonable alternative access for users of the Servient Tenement over the Grantor's Land (to the extent reasonably possible) and, where appropriate, signage indicating such alternative access, at the cost of the Grantee.

**6. Costs and maintenance**

**6.1** The Grantor must repair, keep and maintain the Servient Tenement in a good condition and suitable for the grant of this Easement and the Purpose, including ensuring that the Roadway is kept in a good, safe and trafficable condition at all times.

**6.2** Subject to the terms of this Easement, including but not limited to clauses 4.1(g), 5.2(c) and 5.2(f), the responsibility for the reasonable costs incurred in:

- (a) repairing, maintaining, cleaning, inspecting and replacing the Roadway (and other parts of the Servient Tenement); and
- (b) obtaining, constructing, upgrading, laying and installing the Roadway,

are to be shared in equal portions between:

- (i) the owners of the Servient Tenement; and
- (ii) the owners of each of the Dominant Tenements.

For example, subject to the terms of this Easement, if there is one Servient Tenement and 4 Dominant Tenements, then the cost will be shared equally in 5 portions.

**6.3** The Grantee must reimburse the Grantor for its share of the costs of repairing, maintaining, cleaning, inspecting upgrading and replacing the Roadway (including other parts of the Servient Tenement) within 28 days of receipt of a demand from the Grantor.

**Title Reference to issue from 51216411 & 51256256**

6.4 If the Grantor fails to maintain the Servient Tenement (including the Roadway) in a good and trafficable condition and the state of repair is affecting the Grantee's use and enjoyment of the Servient Tenement, the Grantee may give written notice to the Grantor specifying the construction, maintenance, repair or replacement work that is required to the Servient Tenement (including the Roadway) and requesting that the Grantor carries out such maintenance, repair or replacement work. If the Grantor fails to carry out the construction, maintenance, repair or replacement work specified in the notice within a reasonable period (having regard to the nature of the construction, maintenance, repair and replacement work but in any case not less than 30 days), the Grantee may carry out the construction, maintenance, repair or replacement work specified in the notice. If the Grantee does so, the Grantor must reimburse the Grantee for its share of the costs of repairing, maintaining, inspecting, upgrading and replacing the Servient Tenement (including the Roadway) within 28 days of receipt of a demand from the Grantee.

**7. Grantee's Default**

7.1 If the Grantee fails to comply with its obligations pursuant to this Easement, the Grantor or the Grantor's agents may request the Grantee (by notice in writing to the Grantee at the Grantee's address) to remedy or cease the breach within 14 days of receipt of the notice (or any longer period specified in the notice or shorter time in the case of an emergency).

7.2 If the Grantee does not remedy or cease the breach within the time specified in clause 7.1, then the Grantor or the Grantor's agents may (without prejudice to any other remedy the Grantor might have) remedy the breach by:

- (a) removing and storing or disposing of any offensive, hazardous or dangerous substance or thing or anything which is or may become a danger, nuisance, annoyance or inconvenience to the Grantor or other occupants of the Grantor's Land or any adjacent land;
- (b) performing any works or doing anything necessary for remedying any damage to the Servient Tenement, the Roadway or other structures on the Servient Tenement;
- (c) performing any other works or taking any other action reasonably required to rectify, discontinue and prevent any breach of this Easement by the Grantee; and
- (d) suing the Grantee for damages and/or an injunction.

7.3 Should the Grantor or the Grantor's agents exercise any of the rights, powers and remedies contained in clause 7.2, then the cost of exercising those rights, powers and remedies and the doing and performing of the works and contemplated by clause 7.2 shall be at the cost of the Grantee. Such payment is to be made by the Grantee to the Grantor within 14 days of receipt by the Grantor of written evidence of the expenses of the Grantor for carrying out the works and taking the action contemplated by clause 7.2.

**8. Grantor's Default**

8.1 If the Grantor fails to comply with its obligations pursuant to this Easement, the Grantee or the Grantee's agents may request the Grantor (by notice in writing to the Grantor at the Grantor's address) to remedy or cease the breach within 14 days of receipt of the notice (or any longer period specified in the notice or shorter time in the case of an emergency).

8.2 If the Grantor does not remedy or cease the breach within the time specified in clause 8.1, then the Grantee or the Grantee's agents may (without prejudice to any other remedy the Grantee might have) remedy the breach by:

- (a) removing and storing or disposing of any offensive, hazardous or dangerous substance or thing or anything which is or may become a danger, nuisance, annoyance or inconvenience to the Grantee;
- (b) performing any works or doing anything necessary for remedying any damage to the Servient Tenement, the Roadway or other structures on the Servient Tenement;
- (c) performing any other works or taking any other action reasonably required to rectify, discontinue and prevent any breach of this Easement by the Grantor; and
- (d) suing the Grantor for damages and/or an injunction.

**Title Reference to issue from 51216411 & 51256256**

- 8.3 Should the Grantee or the Grantee's agents exercise any of the rights, powers and remedies contained in clause 8.2, then the cost of exercising those rights, powers and remedies and the doing and performing of the works and contemplated by clause 8.2 shall be at the cost of the Grantor. Such payment is to be made by the Grantor to the Grantee within 14 days of receipt by the Grantor of written evidence of the expenses of the Grantee for carrying out the works and taking the action contemplated by clause 8.2.

**9. Dispute Determination**

**9.1 Notice Of Dispute**

- (a) If a dispute arises between the parties under a provision of this Easement, then a party may at any time notify the other party that it requires that it be resolved in accordance with this clause 9.
- (b) The notice pursuant to clause 9.1(a) must:
  - (i) be in writing;
  - (ii) identify the subject matter of the dispute;
  - (iii) set out in detail the facts upon which the dispute is based;
  - (iv) identify the provisions of this Easement relevant to the dispute;
  - (v) nominate the senior officer of the party (if a corporation) who will have authority to settle the dispute;
  - (vi) have annexed to it copies of all correspondence and background information relevant to the dispute; and
  - (vii) contain particulars of the quantification of any claim in relation to the dispute.

**9.2 Negotiation**

- (a) The parties must use their best endeavours to settle the dispute within 10 Business Days after the date of issue of the notice of dispute, or such further period as the parties agree.
- (b) Each party, if a corporation, must involve a senior officer of the party in the negotiations.

**9.3 Parties' Obligations**

Despite any provision of this Easement, each party must continue to perform their obligations under this Easement despite the existence of a dispute. Until the negotiation process in clauses 9.1 and 9.2 is complete, subject to clause 9.4, neither party will commence proceedings in any court.

**9.4 Urgent Relief**

Nothing in this Easement prejudices the right of a party to seek urgent injunctive relief in respect of any dispute, or any matter arising under or in connection with this Easement.

**10. GST**

**10.1 Amounts exclude GST**

Except as expressly stated otherwise in this Easement, all amounts payable or consideration to be provided under this Easement are exclusive of GST.

**10.2 Responsibility for GST**

- (a) Despite any other provision of this Easement, if GST is imposed on any supply made by the supplier under this Easement, the recipient must pay to the supplier an amount equal to the GST payable on the supply.

**Title Reference to issue from 51216411 & 51256256**

- (b) The recipient must pay the amount under clause 10.2(a) at the same time that payment for the supply must be made under this Easement and must pay the amount in addition to all other amounts payable by the recipient under this Easement.

**10.3 Reimbursement of expenses**

If this Easement requires a party to reimburse any other party for any reimbursable expense incurred by the other party, the amount that must be reimbursed by the first party will be the sum of:

- (a) the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense; and
- (b) if the payment of the reimbursable expense is consideration for a taxable supply, any GST payable in respect of the reimbursable expense.

**10.4 Tax invoice**

If the supplier makes a taxable supply to the recipient under this Easement, the supplier must provide a tax invoice to the recipient at or before the time of the payment of the amounts under clauses 10.2(a) and 10.3.

**10.5 Adjustments**

If at any time an adjustment event arises in respect of any supply made by the supplier under this Easement, the supplier must provide the recipient with an adjustment note immediately upon becoming aware of the adjustment event. Where an adjustment event arises, a corresponding adjustment will be made between the supplier and the recipient in respect of any amount paid by the recipient to the supplier under clauses 10.2(a) and 10.3 and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.

**11. Notices**

**11.1 A notice, approval, consent or other communication in connection with this Easement:**

- (a) must be in writing;
- (b) may be given by a party or its solicitor;
- (c) must be:
  - (i) delivered to the party's registered address;
  - (ii) sent by prepaid ordinary post to the party's registered address;
  - (iii) sent to the facsimile number of a party as notified in writing by the parties; or
  - (iv) sent to the email address of a party as notified in writing by the parties;
- (d) is treated as received:
  - (i) in the case of a delivered letter, at the time and on the date that the letter is delivered;
  - (ii) in the case of a posted letter, on the fourth Business Day after it was posted;
  - (iii) in the case of a facsimile, on production of a transmission report by the sending machine which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient without error;
  - (iv) in the case of an email, when the email (including any attachment) is sent to the receiving party at that email address, unless the sending party receives a notification of delivery failure within 24 hours of the email being sent; and
- (e) notwithstanding clause 11.1(c), may be given to a party or its solicitor by delivery, facsimile, email or post.

**Title Reference to issue from 51216411 & 51256256**

**12. Governing law and jurisdiction**

- 12.1 This Easement is governed by and is to be construed in accordance with the laws of Queensland.
- 12.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought before those courts.

**13. Further steps**

- 13.1 Each party must promptly do whatever any other party reasonably requires of the first party to give effect to this Easement and to enable the other party to perform its obligations under this Easement.
- 13.2 Without limiting sub-clause 1, if requested to do so by another party, each party will promptly produce the Certificate of Title (if issued) of their respective properties as is necessary to enable registration of this Easement and any agreed variation to this Easement.

**14. Rights cumulative**

- 14.1 Except as expressly stated otherwise in this Easement, the rights of a party under this Easement are cumulative and are in addition to any other rights of that party.

**15. Waiver and exercise of rights**

- 15.1 Notwithstanding that the law of contract may no longer recognise or might never have recognised a doctrine or concept of waiver, a party may waive its right to insist upon the performance of a condition or obligation under this Easement which is to be performed by another party provided such waiver is in writing and signed for or on behalf of the party waiving the right to performance of such obligation or condition.
- 15.2 In the absence of a waiver in writing as permitted by clause 15.1, no failure or forbearance by a party to insist upon any right to performance of a condition or obligation of another party can amount to, under any circumstances, an election between existing rights, a representation sufficient to ground an estoppel or a variation whereby that other party is relieved or excused from performance of such condition or obligation.

**16. Liability**

- 16.1 An obligation of two or more persons binds them jointly and severally.

**17. Release, Indemnity and Insurance**

- 17.1 The parties agree to occupy and use the Servient Tenement at their own risk.
- 17.2 The Grantor must keep current public liability insurance (for an amount of not less than \$20,000,000.00 for any one event) for the Servient Tenement. The Grantor must provide a copy of the Grantor's insurance policy or certificate of currency within 14 days after request by the Grantee.
- 17.3 The Grantee must keep current public liability insurance (for an amount of not less than \$20,000,000.00 for any one event) for the Servient Tenement. The Grantee must provide a copy of the Grantee's insurance policy or certificate of currency within 14 days after request by the Grantor.
- 17.4 The parties may agree to increase the minimum level of insurance listed in clauses 17.2 and 17.3 from time to time if that level of required insurance (or any subsequent required minimum level of insurance):
- (a) no longer represents an adequate minimum level of insurance (for example, due to the passage of time or an increase in the cost of living); or
  - (b) is not an adequate minimum level of insurance for the activities being carried out by users of the Servient Tenement.
- 17.5 To the full extent permitted by law, each party (**Releaser**) unconditionally:

**Title Reference to issue from 51216411 & 51256256**

- (a) releases the other party and its tenants, servants, agents, workmen, visitors, licensees and all other persons claiming through or under the other party (**Released Party**); and
- (b) agrees to not make any claim or demand, commence or continue any legal action or enforce any rights it may have, now or in the future, against the Released Party in relation to,

all and any claims, demands, actions, losses, expenses, proceedings or liabilities of any kind which arise or may arise as a result of the Releaser's or the Releaser's tenants', servants', agents', workmen's, visitors', licensees' (and all other persons claiming through or under the Releaser) default of this Easement or the use or misuse of or presence on the Servient Tenement including but not limited to:

- (c) in respect of any accident damage or injury to any person or property in or about the Servient Tenement; or
- (d) arising from death of or injury to any person.

17.6 The release in clause 17.5 does not apply to the extent that the claim, demand, action, loss, expense, proceeding or liability was caused or contributed to by the Released Party.

17.7 To the full extent permitted by law, each party (**Indemnifier**) unconditionally indemnifies and will keep indemnified the other party and its tenants, servants, agents, workmen, visitors, licensees and all other persons claiming through or under the other party (**Indemnified Party**) from and against all claims, demands, actions, liabilities and losses arising from, and any costs, charges and expenses to the extent such matters arise out of or are incurred in connection with the Indemnifier's or the Indemnifier's tenants', servants', agents', workmen's, visitors', licensees' (and all other persons claiming through or under the Indemnifier) default of this Easement or the use or misuse of or presence on the Servient Tenement including but not limited to:

- (a) loss of or damage to any property including the Servient Tenement; or
- (b) injury to any person; or
- (c) loss or expense incurred by the Indemnified Party in dealing with any claim against it including without limitation legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Indemnified Party.

17.8 The indemnity in clause 17.7 does not apply to the extent that the claim, demand, action, liability or loss is caused or contributed to by the Indemnified Party.

17.9 In addition, if the identity of a party or cause of damage is unknown, then the Grantor is responsible for such unknown party or cause of damage and releases and indemnifies the Grantee in this respect in accordance with clauses 17.5 and 17.7 (and subject to clauses 17.6 and 17.8).

**18. Entire understanding**

18.1 This Easement contains the entire understanding between the parties as to the subject matter of this Easement.

**19. Costs and duty**

19.1 The Grantee must pay the cost of transfer duty on this Easement and any agreed variation of this Easement.

19.2 The Grantor and Grantee must pay their own costs of and incidental to the preparation, negotiation, signing and administration of this Easement and any agreed variation of this Easement (subject to the other terms of this Easement).

19.3 The Grantee must pay any survey fees and lodgement fees required to register this Easement and any agreed variation of this Easement with the Queensland Land Registry.

**20. Variation and extinguishment**

20.1 A variation of this Easement must be in writing and signed by the Grantor and the Grantee.

**Title Reference to issue from 51216411 & 51256256**

20.2 This Easement is extinguished only if the Grantor and the Grantee so agree in writing.

**21. Severance**

21.1 If it is held by a court of law that:

- (a) any part, clause or part of a clause of the Form 9 or this Schedule is void, voidable, illegal or unenforceable; or
- (b) the Form 9 or this Schedule is void, voidable, illegal or unenforceable unless any part, clause or part of a clause of the Form 9 or this Schedule is severed from the Form 9 or this Schedule,

that part, clause or part of the clause will be severed from the Form 9 or this Schedule unless to do so would change the underlying principal commercial purposes of this Easement.

**22. Acknowledgements about this Easement**

22.1 The Grantor and Grantee acknowledge that:

- (a) this Easement is part of an arrangement of reciprocal access over a driveway, a portion of such driveway being located on the Servient Tenement and a portion being located on the Dominant Tenement; and
- (b) unless inconsistent with the subject matter or context of other provisions of this Easement, the benefit of this Easement will extend to and include the tenants, servants, agents, workmen, visitors, licensees and all other persons claiming through or under the Grantee as if each of those persons is the Grantee.