

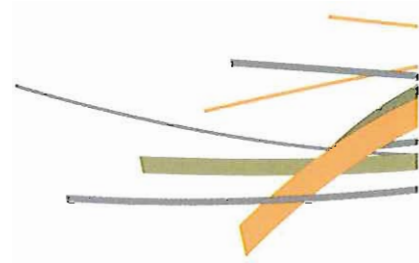
BCC DS

RECEIVED

11/09/2026

APPLICATION REF

A007016856



Appendix B

Easement Documentation

Received

31 May 2012

BCC DA

FORM 9 Version 2

Land Title Act 1994 and Land Act 1994

EASEMENT

QUEENSLAND LAND REGISTRY

Page 1 of 5



707597962

\$102.50

26/03/2004 16.50

BE 600

Queensland Stamp Duty Paid	
13A: CONV: 814	
241/04	
\$1-50	26.3.04

1. Grantor LINDSAY LINDA TERENCE LAWRENCE and GIOVANNI MICHELE MUSSO		Lodger Name, address & phone number Lodger Lawrence & Associates Solicitors Code PO BOX 2261 Northgate Valley Q 4006 Ph 04 38744167	
2. Description of Easement/Lot Servient Tenement (burdened land)	County	Parish	Title Reference
Easement A in Lot 1 on RP9866 on SP 168725	Stanley	North Brisbane	12007048
*Dominant Tenement (benefited land)			
Lot 1 on RP44865	Stanley	North Brisbane	11712170
* not applicable if easement in gross			
3. Interest being burdened		4. Interest being benefited	
Fee Simple		Fee Simple	
* not applicable if easement in gross			
5. Grantee Given names	Surname/Company name and number	(include tenancy if more than one)	
LINDSAY TERENCE GIOVANNI MICHELE	LAWRENCE and MUSSO	As Tenants in Common	
6. Consideration		7. Purpose of easement	
\$1 00		Access	

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

full name

qualification

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

See Enlarged Panel

Witnessing Officer

Execution Date

Grantee's Signature

signature

full name

qualification

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

See Enlarged Panel

FORM 20 Version 1

Land Title Act 1994 and Land Act 1994

ENLARGED PANEL

QUEENSLAND LAND REGISTRY

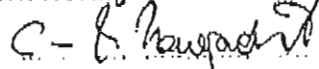
Page 2 of 5

Title Reference - to issue from 10194157

Witnessing Officer

Execution Date

Grantor's Signature



signature

12/01/04

CRAIG IAN NEWPORT

full name

SOLICITOR

qualification

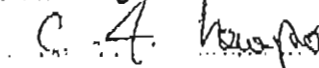
as per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C Dec)


LINDSAY TERENCE LAWRENCE

Witnessing Officer

Execution Date

Grantor's Signature



signature

09/01/04

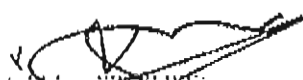
CRAIG IAN NEWPORT

full name

SOLICITOR

qualification

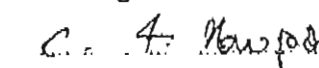
as per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C Dec)


GIOVANNI MICHELE MUSSO

Witnessing Officer

Execution Date

Grantee's Signature



signature

12/01/04

CRAIG IAN NEWPORT

full name

SOLICITOR

qualification

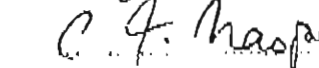
as per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C Dec)


LINDSAY TERENCE LAWRENCE

Witnessing Officer

Execution Date

Grantee's Signature



signature

09/01/04

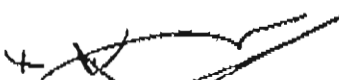
CRAIG IAN NEWPORT

full name

SOLICITOR

qualification

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


GIOVANNI MICHELE MUSSO

FORM 20 Version 1

Land Title Act 1994 and Land Act 1994

SCHEDULE

QUEENSLAND LAND REGISTRY

Page 3 of 5

Title Reference -- to issue from 10194157

This is the Schedule referred to in the Easement dated 12th day of January ²⁰⁰⁴ ~~2005~~.

The Grantor and the Grantee agree on the following terms:-

1. Definitions and Interpretation

11 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 to which this Schedule is annexed and includes any part of that land having the benefit of this Easement.
- (a) **"Easement"** means this Schedule and the Form 9 to which this Schedule is annexed and includes any annexures
- (b) **"Grantee"** means the person named in Item 5 of the Form 9 to which this Schedule is annexed and includes the executors, administrators, successors and permitted assigns of the Grantee and persons authorised by the Grantee.
- (c) **"Grantor"** means the person named in Item 1 of the Form 9 to which this Schedule is annexed and includes the executors, administrators, successors and permitted assigns of the Grantor
- (e) **"Grantor's Land"** means Lot 1 on RP 9865 and Lot 4 on RP 9866 in the County of Stanley, Parish of North Brisbane
- (d) **"roadway"** means any road, path or track constructed of any material for the carriage of domestic vehicles, natural persons or animals located upon the Servient Tenement
- (e) **"Servient Tenement"** means the land described as the Servient Tenement in Item 2 of the Form 9 to which this Schedule is annexed and includes any part of that land subject to the burden of this Easement.
- (h) **"traffic"** means the passage of any domestic vehicle, wheeled conveyance to a maximum height of 2 metres or any animal over a roadway

12 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

13 References to a corporation have the same meaning as in the *Corporations Act 2001*

14 References to any statute or statutory provision include all consolidations, re-enactments and substitutions thereof all as amended from time to time and the regulations, by-laws and orders for the time being in force thereunder

15 Words importing any gender include all other genders.

16 Words importing the singular include the plural and vice versa

17 Headings are inserted for guidance only and do not affect the content of any parts or clauses. Reference to parts and clauses shall be construed as references to parts and clauses of this Easement

18 This Easement shall be governed by the law of Queensland

FORM 20 Version 1

Land Title Act 1994 and Land Act 1994

SCHEDULE

QUEENSLAND LAND REGISTRY

Page 4 of 5

Title Reference - to Issue from 10194157

2. Grant of Easement

The Grantor grants to the Grantee an easement for a right of access, egress and regress (by pedestrian or domestic vehicles) to a maximum height of 2.1 metres over the Servient Tenement.

3. Grantor's Covenants

The Grantor will:-

- (a) not prevent or restrict the Grantee in the exercise of the rights granted by this Easement,
- (b) not obstruct the Grantee's access to the Easement,
- (c) not interrupt or disturb the Grantee's right to enjoy the Servient Tenement, and
- (d) ensure that the roadway is kept in good and trafficable condition

4. Grantee's Rights and Obligations

4.1 The Grantee may do anything reasonably necessary for those purposes referred to in clause 2

4.2 The Grantee may do anything reasonably necessary for those purposes referred to in clause 2.2 including entering onto (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 work within the Servient Tenement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures

4.3 In exercising the powers, the Grantee must -

- (a) ensure all work is done in a proper and workmanlike manner; and
- (b) cause as little inconvenience as practicable to the Grantor and any occupier of the Grantor's Land; and
- (c) cause as little damage as practicable to the Grantor's Land and the Servient Tenement and any improvement on it; and
- (d) restore the Grantor's Land as nearly as practicable to its former condition, and
- (e) make good any collateral damage; and
- (f) not construct any improvements on the Servient Tenement without the written consent of the Grantor; and
- (g) assist the Grantor to maintain the Servient Tenement and to maintain and keep the roadway in good and trafficable condition,
- (h) not hinder or allow any persons to hinder the flow of traffic General

5. General

5.1 If requested by the other party, each party will promptly produce the Certificate of Title (if issued) to the respective properties to enable registration of this Easement. The consent of any person having an interest in either the Dominant Tenement or the Grantor's Land will be obtained by the party best able to seek the consent

FORM 20 Version 1

Land Title Act 1994 and Land Act 1994

QUEENSLAND LAND REGISTRY

Page 5 of 5

SCHEDULE

Title Reference -- to Issue from 10194157

5.2 Unless inconsistent with the subject matter or context --

- (a) 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, and
- (b) the burden of this Easement will bind the Grantor's personal representatives, successors and assigns.

5.3 If requested by the other, the Grantor and the Grantee will execute all documents and do all other things necessary to further assure to the Grantee the right intended to be conferred on the Grantee by this Easement

6. Costs & Maintenance

- 6.1 The Grantor shall be responsible for keeping the Servient Tenement in good repair and suitable for the purpose for which it was granted
- 6.2 The Grantor and the Grantee shall equally contribute to the reasonable expenses and costs incurred in repairing and maintaining the Servient Tenement
- 6.3 Any contribution to be made by the Grantee pursuant to Clause 6.2 shall be paid within 30 days of receipt of the Grantee of written evidence of the expenses of the Grantor for the repair and maintenance of the Servient Tenement.

7. Variation and Extinguishment

A variation of the Easement will only take effect if it is in writing and is executed by both the Grantor and the Grantee. The rights under the Easement shall cease and be extinguished only if the Grantor and the Grantee so agree in writing.

8. Governing Law

The laws of Queensland govern this Easement.

9. Indemnity

Each party indemnifies the other against any loss which occurs as a result of the other party's failure to strictly observe or perform the provisions of this Easement.

FORM 9 Version 2

Land Title Act 1994 and Land Act 1994

EASEMENT

QUEENSLAND LAND REGISTRY

Page 1 of 5



707597966

\$102 50

26/03/2004 16:51

BE 600

Queensland Stamp Duty Paid

13A: CONV: 814

242/04

\$ 1-50

Particulars
26-3-04

1. Grantor LINDSAY LINDAY TERENCE LAWRENCE and GIOVANNI MICHELE MUSSO	Lodger Name, address & phone number		Lodger Code
2. Description of Easement/Lot Servient Tenement (burdened land)	County	Parish	Title Reference
Lot 4 on RP9866	Stanley	North Brisbane	10194157
*Dominant Tenement (benefited land)			
Lot 1 on RP44865	Stanley	North Brisbane	11712170
Lot 1 on RP9866	Stanley	North Brisbane	12007048
* not applicable if easement in gross			
3. Interest being burdened	4. Interest being benefited		
Fee Simple	Fee Simple		
* not applicable if easement in gross			
5. Grantee Given names	Surname/Company name and number		(include tenancy if more than one)
LINDSAY TERENCE GIOVANNI MICHELE	LAWRENCE and MUSSO		As Tenants in Common
6. Consideration	7. Purpose of easement		
\$1 00	Access		

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 / /

full name

qualification

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

See Enlarged Panel

Witnessing Officer

Execution Date

Grantee's Signature

signature / /

full name

qualification

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

See Enlarged Panel

FORM 20 Version 1

Land Title Act 1994 and Land Act 1994

ENLARGED PANEL

Title Reference - to issue from 10194157

QUEENSLAND LAND REGISTRY

Page 2 of 5

Witnessing Officer

Execution Date

Grantor's Signature

C - 4 Newport
CRAIG IAN NEWPORT
SOLICITOR

signature

12/01/04

full name

qualification

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


LINDSAY TERENCE LAWRENCE

Witnessing Officer

Execution Date

Grantor's Signature

C - 4 Newport
CRAIG IAN NEWPORT
SOLICITOR

signature

09/01/04

full name

qualification

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


GIOVANNI MICHELE MUSSO

Witnessing Officer

Execution Date

Grantee's Signature

C - 4 Newport
CRAIG IAN NEWPORT
SOLICITOR

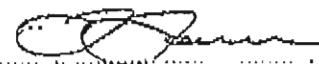
signature

12/01/04

full name

qualification

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


LINDSAY TERENCE LAWRENCE

Witnessing Officer

Execution Date

Grantee's Signature

C - 4 Newport
CRAIG IAN NEWPORT
SOLICITOR

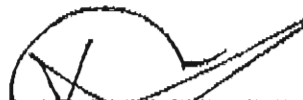
signature

09/01/04

full name

qualification

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


GIOVANNI MICHELE MUSSO

FORM 20 Version 1

Land Title Act 1994 and Land Act 1994

SCHEDULE

QUEENSLAND LAND REGISTRY

Page 3 of 5

Title Reference – to issue from 10194157

This is the Schedule referred to in the Easement dated 12 day of JANUARY 2004.

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 to which this Schedule is annexed and includes any part of that land having the benefit of this Easement.
- (a) "Easement" means this Schedule and the Form 9 to which this Schedule is annexed and includes any annexures.
- (b) "Grantee" means the person named in Item 5 of the Form 9 to which this Schedule is annexed and includes the executors, administrators, successors and permitted assigns of the Grantee and persons authorised by the Grantee.
- (c) "Grantor" means the person named in Item 1 of the Form 9 to which this Schedule is annexed and includes the executors, administrators, successors and permitted assigns of the Grantor.
- (e) "Grantor's Land" means Lot 1 on RP 9886 and Lot 4 on RP 9886 in the County of Stanley, Parish of North Brisbane.
- (d) "roadway" means any road, path or track constructed of any material for the carriage of domestic vehicles, natural persons or animals located upon the Servient Tenement.
- (e) "Servient Tenement" means the land described as the Servient Tenement in Item 2 of the Form 9 to which this Schedule is annexed and includes any part of that land subject to the burden of this Easement.
- (h) "traffic" means the passage of any domestic vehicle, wheeled conveyance to a maximum height of 2.1 metres or any animal over a roadway.

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 References to a corporation have the same meaning as in the *Corporations Act 2001*.

1.4 References to any statute or statutory provision include all consolidations, re-enactments and substitutions thereof all as amended from time to time and the regulations, by-laws and orders for the time being in force thereunder.

1.5 Words importing any gender include all other genders.

1.6 Words importing the singular include the plural and vice versa.

1.7 Headings are inserted for guidance only and do not affect the content of any parts or clauses. Reference to parts and clauses shall be construed as references to parts and clauses of this Easement.

1.8 This Easement shall be governed by the law of Queensland.

FORM 20 Version 1

Land Title Act 1994 and Land Act 1994

QUEENSLAND LAND REGISTRY

Page 4 of 5

SCHEDULE

Title Reference - to issue from 10194167

2. Grant of Easement

The Grantor grants to the Grantee an easement for a right of access, egress and regress (by pedestrian or domestic vehicles) to a maximum height of 2.1 metres over the Servient Tenement

3. Grantor's Covenants

The Grantor will:-

- (a) not prevent or restrict the Grantee in the exercise of the rights granted by this Easement,
- (b) not obstruct the Grantee's access to the Easement;
- (c) not interrupt or disturb the Grantee's right to enjoy the Servient Tenement, and
- (d) ensure that the roadway is kept in good and trafficable condition.

4. Grantee's Rights and Obligations

4.1 The Grantee may do anything reasonably necessary for those purposes referred to in clause 2

4.2 The Grantee may do anything reasonably necessary for those purposes referred to in clause 2.2 including entering onto (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 work within the Servient Tenement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

4.3 In exercising the powers, the Grantee must:-

- (a) ensure all work is done in a proper and workmanlike manner, and
- (b) cause as little inconvenience as practicable to the Grantor and any occupier of the Grantor's Land, and
- (c) cause as little damage as practicable to the Grantor's Land and the Servient Tenement and any improvement on it, and
- (d) restore the Grantor's Land as nearly as practicable to its former condition, and
- (e) make good any collateral damage, and
- (f) not construct any improvements on the Servient Tenement without the written consent of the Grantor; and
- (g) assist the Grantor to maintain the Servient Tenement and to maintain and keep the roadway in good and trafficable condition;
- (h) not hinder or allow any persons to hinder the flow of traffic. General

5. General

5.1 If requested by the other party, each party will promptly produce the Certificate of Title (if issued) to the respective properties to enable registration of this Easement. The consent of any person having an interest in either the Dominant Tenement or the Grantor's Land will be obtained by the party best able to seek the consent

FORM 20 Version 1

Land Title Act 1994 and Land Act 1994

SCHEDULE

QUEENSLAND LAND REGISTRY

Page 5 of 5

Title Reference - to issue from 10194157

5.2 Unless inconsistent with the subject matter or context:-

- (a) 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, and
- (b) the burden of this Easement will bind the Grantor's personal representatives, successors and assigns

5.3 If requested by the other, the Grantor and the Grantee will execute all documents and do all other things necessary to further assure to the Grantee the right intended to be conferred on the Grantee by this Easement

6. Costs & Maintenance

- 6.1 The Grantor shall be responsible for keeping the Servient Tenement in good repair and suitable for the purpose for which it was granted.
- 6.2 The Grantor and the Grantee shall equally contribute to the reasonable expenses and costs incurred in repairing and maintaining the Servient Tenement.
- 6.3 Any contribution to be made by the Grantee pursuant to Clause 6.2 shall be paid within 30 days of receipt of the Grantee of written evidence of the expenses of the Grantor for the repair and maintenance of the Servient Tenement.

7. Variation and Extinguishment

A variation of the Easement will only take effect if it is in writing and is executed by both the Grantor and the Grantee. The rights under the Easement shall cease and be extinguished only if the Grantor and the Grantee so agree in writing

8. Governing Law

The laws of Queensland govern this Easement.

9. Indemnity

Each party indemnifies the other against any loss which occurs as a result of the other party's failure to strictly observe or perform the provisions of this Easement