

FORM 9 - EASEMENT

Version 2

MICROFILM COPY

Land Title Act 1994 and Land Act 1962

700429535

\$87.00
03/01/1995
15:00

BE 600 EASEMENT

Queensland Land Registry

Stamp Duty Imprint

QLD STAMP DUTY - BNE
R/N 1130025854
ST1130009394 25/11/94 14143:27
\$1.50 CONV1. Grantor
BREIT & CO. (PTY) LIMITEDLodger Name address & phone number LODGER CODE
D M Smith
Solicitor for Brisbane City Council
239 George Street, Brisbane
Tel: 225 4759 (6)253/31/1-1702/932. Description of Easement/Lot
Servient tenement (burdened land)

County

Parish

Title Reference

Easement B in Lot 102
on R.P. 860994
860994

Stanley

Yeerongpilly

5702/178
5702/179

Dominant tenement (benefited land) *not applicable if easement in gross

N/A

SHORT FEE
REQUISITION FEE
22 FEB 1995

3. Interest being burdened

Fee simple

4. Interest being benefited

N/A

*not applicable if easement in gross
Paid Vide No. BE54-6681

5. Grantee Given Names Surname/Company Name and Number (include tenancy # more than one)

BRISBANE CITY COUNCIL

6. Consideration

In compliance with conditions of
approval imposed by Brisbane City
Council in respect of R.P. 869094

7. Purpose of easement

Underground drainage

REGISTERED

2 MAR 1995

EXAM. INTS.

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

A. Williams

ALLEN WILLIAMS

L. Dier

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

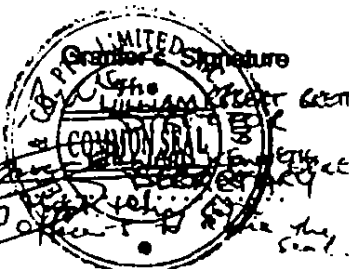
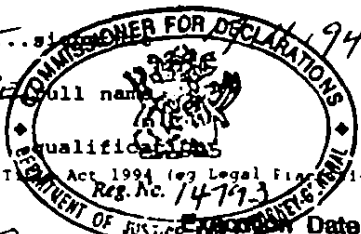
Witnessing Officer

Leslie Howard Acworth

LESIE HOWARD ACWORTH

A JUSTICE OF THE PEACE

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



Grantee's Signature

The Seal of BRISBANE CITY COUNCIL was
hereunto affixed this 28th day of November
1994, by me ANDREW TERENCE REID, being the proper officer to affix such seal.

A. T. REID

**FORM 20 - SCHEDULE/ENLARGED PANEL/ADDITIONAL PAGE/
DOCUMENT (S.154)/DECLARATION**

Version 1

Queensland Land Registry

Land Title Act 1994 and Land Act 1962

This is the Schedule referred to in EASEMENT IN GROSS dated the 28th day of November 1994.

BRETT & CO. (PTY) LIMITED (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 drains, pipes, conduits and channels 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 and their drainage powers and for the purpose aforesaid and for the purpose of obtaining free and uninterrupted access to the said drains, pipes, conduits and channels, manholes, manhole chambers, inlets, equipment and fittings from the surface of the servient tenement and for the purpose of changing the size and number of, operating, inspecting, patrolling, altering, removing, replacing, reconstructing and/or repairing all drains, pipes, conduits and channels, 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 surveyors, engineers, 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 and its successors shall in its and their 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 of 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 contracts, agents, servants and employees.
2. 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:
 - (a) of ingress, egress and regress to and from the servient tenement over the land of the Grantor adjoining or adjacent to the servient tenement to permit access to the nearest surveyed road or to such other point on the land of the Grantor as the Grantee shall consider convenient or necessary to enable the Grantee its surveyors, engineers, servants, agents, licensees, contractors, subcontractors, workmen and others authorised by it with or without vehicles, equipment, machinery, tools and materials to obtain access to and from the servient tenement; and

- (b) to use such land of the Grantor immediately adjacent to either side of the servient tenement as may reasonably be required by the Grantee in connection with all or any of the purposes aforesaid.

3. 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.

FORM 18 - GENERAL CONSENT

Version 2

Queensland Land Registry

Land Title Act 1994

1. Description of Lot	County	Parish	Title Reference
Lot 102 on RP 869064	Stanley	Yerongpilly	15702178 & 15702179

2. Instrument being consented to

Instrument type Easement

Dated28/11/94

Names of Parties

Grantor: Brett & Co. (Pty) Limited (ACN 009 659 723)

Grantee: Brisbane City Council

3. Instrument under which consent required

Dealing Type Mortgage

Dealing Number 700395795

Bank

Name of consenting party .. National Australia[^]Ltd ACN 004 044 937**4. Execution by consenting party**

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

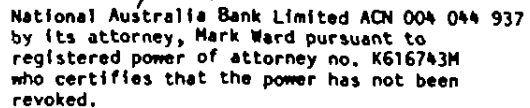
Witnessing Officer

Execution Date

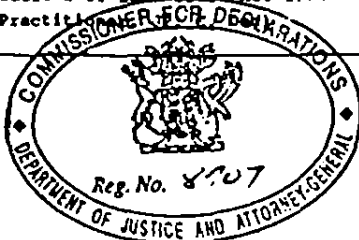
Consenting Party's Signature


.....signature

23 / 12 / 94

Eric Norman NYE
.....full nameC. DEC
.....qualification
as per Schedule 1 of Land Title Act 1994
(eg Legal Practitioner)
.....
National Australia Bank Limited ACN 004 044 937
by its attorney, Mark Ward pursuant to
registered power of attorney no. K616743M
who certifies that the power has not been
revoked.

SNB:355



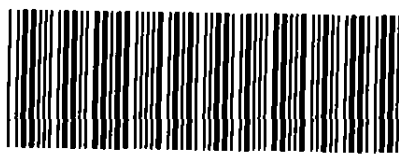
FORM 9 Version 2

Land Title Act 1994 and Land Act 1994

EASEMENT

QUEENSLAND LAND REGISTRY

82\15\94\4004 Page 1 of 2



703918027

\$87.00

07/03/2000 12:21

BE 600

Stamp Duty Imprint

OLD STAMP DUTY - BNE

1160027766-4

01/11/1999 09:31:02

\$1.500000

1. Grantor

TRUST COMPANY OF AUSTRALIA LIMITED
A.C.N. 004 027 749

Lodger Name, address & phone number LODGER CODE I

PE 3403 6146 253/15-2358/98(P1)

2. Description of Easement/Lot

County

Parish

Title Reference

Servient tenement (burdened land)

Easement C in Lot 102 on
RP869064 on SP121712

Stanley

Yeerongpilly

Part of 50057583

Dominant tenement (benefited land)

* not applicable if easement in gross

N/A

3. Interest being burdened

-4. Interest being benefited * not applicable if easement in gross

Fee Simple

N/A

5. Grantee Given Names

Surname/Company Name and Number

(include tenancy if more than one)

BRISBANE CITY COUNCIL

N/A

6. Consideration

7. Purpose of easement

\$1.00 (One dollar)

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 the grantee covenant with each other in terms of the attached schedule.

Witnessing Officer

Execution Date

signature 27/10/99
THE COMMON SEAL of TRUST COMPANY OF
AUSTRALIA LIMITED A.C.N. 004 027 749 was hereunto
affixed by authority of the Directors
qualification
as per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C Dec)

Witnessing Officer

Execution Date

signature 1/11/99
The Seal of BRISBANE CITY COUNCIL was
hereunto affixed this 10th day of November
1999, by me LESLIE HOWARD ACWORTH,
qualification
as per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C Dec)

Grantor's Signature

Grantee's Signature

ANDREW TERENCE REID
C.Dec. 7127

L. H. ACWORTH

Appointed Officer

Title Reference: Part of 50057583

This is the Schedule referred to in EASEMENT IN GROSS dated the *27th* day of *October* 1999.

TRUST COMPANY OF AUSTRALIA LIMITED A.C.N. 004 027 749 (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 to the Grantee the full and free right and liberty from time to time and at all times hereafter by day or by night as often as the occasion shall require with or without surveyors, engineers, 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 for all lawful purposes connected with the business, functions and duties of the Grantee as a Local Authority or as a water supply or sewerage authority (in common with the Grantor and all others having or to whom the Grantor shall hereafter give the like right) to pass and repass along, over, upon and across the land described in Item (2) hereof (which land is hereinafter called "the servient tenement") and the Grantor hereby agrees at the cost and expense of the Grantor, but without prejudice to the right of the Grantor to require a contribution from others to whom the Grantor may grant an easement of right of way over the whole or any part of the servient tenement, to keep the servient tenement open and in a trafficable condition to the satisfaction of the Grantee for the passage of vehicles as aforesaid.
2. 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.

GENERAL CONSENT

1. Description of Lot	County	Parish	Title Reference
Lot 102 on RP 869064 on SP 121712	Stanley	Yeerongpilly	Part of 50057583

2. Instrument being consented to

Instrument type	Easement
Dated	1 November 1999
Names of Parties	TRUST COMPANY OF AUSTRALIA LIMITED ACN 004 027 749 as grantor and BRISBANE CITY COUNCIL as grantee

3. Instrument under which consent required

Dealing Type	Mortgage
Dealing No	
Name of consenting party	Equity Trustees Limited ACN 004 031 298

4. Execution by Consenting Party

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	/ /	SEE ATTACHED SCHEDULE.....
.....full name		
.....qualification		
as per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C. Dec)		

**SCHEDULE/ENLARGED PANEL/
ADDITIONAL PAGE/DECLARATION**

Page 1 of 1

Title reference: Part of 50057583

Witnessing Officer

Execution Date

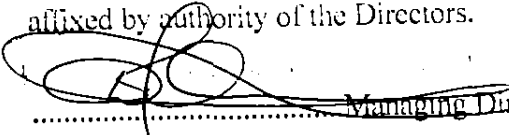
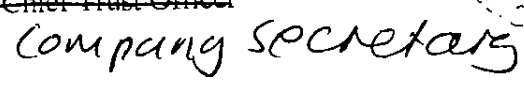
Consenting Party's Signature

/ /

~~THE COMMON SEAL of
EQUITY TRUSTEES
LIMITED A.C.N. 004 031 298 was
duly affixed to this document in
accordance with the company's
constitution in the presence of:~~

Signature of secretary_____
Signature of director_____
Name of secretary - please print_____
Name of director - please print*****
END OF DOCUMENT

The Common Seal of EQUITY TRUSTEES
LIMITED A.C.N. 004 031 298 was hereunto
affixed by authority of the Directors.


..... Managing Director
..... Chief Trust Officer
Company Secretary