

EASEMENT



Dealing Number

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1. Grantor

PARK LAKE ADARE PTY LTD A.C.N. 659 828 690
TRUSTEE UNDER INSTRUMENT 721897681

Lodger (Name, address, E-mail & phone number)

McAndrew Law Pty Ltd
Westfield Chermside, WOTSO Level 2, 395
Hamilton Road, Chermside QLD 4032
Tel: 07 3266 8555 Ref: JDM:2022/1869
Email: mail@brislaw.com.au

Lodger Code

2625

2. Description of Easement/Lot on Plan

Servient Tenement (burdened land)

Easement A in Lot 56 on SP355980

Easement B in Lot 57 on SP355980

Easement C in Lot 64 on SP355980

Title Reference

To issue from 51389153

To issue from 51389153

To issue from 51389153

#Dominant Tenement (benefited land)

Not applicable

Insert "Not applicable" if easement in gross

3. Interest being burdened

Fee simple

#4. Interest being benefited

Not applicable

Select "Not applicable" if easement in gross

5. Grantee

Given names

Surname/Company name and number

(include tenancy if more than one)

Lockyer Valley Regional Council ABN 52
673 165 312

6. Consideration

\$1.00

7. Purpose of easement

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 of: - *the attached schedule; *the attached schedule and document no.; *document no.

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)

..... 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)

1. INTERPRETATION

PARK LAKE ADARE PTY LTD A.C.N. 659 828
690 TRUSTEE UNDER INSTRUMENT
721897681

Sole Director and Secretary – Robert Peter Brown

Grantor's Signature

11/6/2026
Execution Date



25/09/26
Execution Date

Lockyer Valley Regional Council ABN 52 673 165
312

Grantee's Signature

DANIEL MCPHERSON
ACTING CHIEF EXECUTIVE OFFICER

Title Reference [To issue from 51389153]

1.1 In this Easement:

Burdened Land means the servient tenement (burdened land) identified in Item 2 of the Form 9.

Form 9 means the Form 9 under the Land Title Act 1994 and Land Act 1994 to which this schedule is attached.

Grantee means the Grantee named in Item 5 of the Form 9 and also includes any person to which the rights or interest under this Easement of the Grantee are transferred, or pass by operation of law, from time to time.

Grantor means the Grantor named in Item 1 of the Form 9 and also includes any person who is a registered owner of the Burdened Land, or who has an estate or interest in the Burdened Land, from time to time.

Infrastructure means any plant, equipment or things for the purpose of supplying, passing or conveying water or for drainage purposes and also includes pipes, drains, surface manholes, vents, marker posts, plates and any plant, equipment or fittings connected with or appurtenant to any of those things.

1.2 If the Grantor or the Grantee consists of two or more persons at any time:

- (a) a reference in this Easement to that party is to be read as a reference to each of those persons individually, and each combination of them jointly; and
- (b) those persons are bound and benefited by this Easement both individually and in each combination of them jointly.

1.3 A reference in this Easement to a person includes a reference to a body corporate (including a local government) and every other kind of legal person.

1.4 The headings in this Easement are for reference purposes only and are not to be used in interpreting this Easement.

2 GRANT

2.1 The Grantor grants to the Grantee an Easement over the Burdened Land for the purposes of:

- (a) passing or conveying water from, to, through, across or under the Burdened Land;
- (b) any other drainage purposes; and
- (c) the exercise by the Grantee of the other rights given to the Grantee by this Easement.

2.2 The Grantee's rights and powers under this Easement in relation to the Burdened Land are not exclusive to the Grantee. However, the Grantor must not grant any rights to any person in relation to the Burdened Land if the granting of those other rights could conflict or interfere with any of the Grantee's rights and powers under this Easement.

3 RIGHTS AND OBLIGATIONS OF GRANTEE

3.1 The Grantee may:

- (a) install, repair, remove, replace, clean, clear and alter any Infrastructure on, in or under the Burdened Land from time to time;
- (b) inspect or survey the Burdened Land, or any Infrastructure on it, from time to time;
- (c) undertake mowing, slashing and vegetation control or removal on the Burdened Land from time to time;
- (d) break open the soil of the Burdened Land (both on the surface and subsurface) for the purpose of doing or getting ready any of the other things that the Grantee can do under this Easement;
- (e) enter the Burdened Land for the purpose of doing or getting ready to do any of those things;
- (f) enter and traverse any land owned or occupied by the Grantor for the purpose of going to or from the Burdened Land;

Title Reference [To issue from 51389153]

- (g) pull down or break open any fencing on or adjacent to the Burdened Land in order to enter it (but only after giving reasonable prior notice to the Grantor if any livestock are contained within the fenced area); and
- (h) take anything onto the Burdened Land (and any other land owned or occupied by the Grantor) when entering it and use and operate what has been taken onto the Burdened Land.

3.2 The Grantee does not need to exercise its rights and powers under this Easement personally. It may authorise other people to exercise those rights and powers.

3.3 In exercising its rights and powers under this Easement, the Grantee must:

- (a) ensure that any work it does on the Burdened Land is done properly;
- (b) cause as little inconvenience as is reasonably practicable to the Grantor;
- (c) restore the Burdened Land as nearly as is reasonably practicable to its former condition if the Burdened Land is damaged or changed by the Grantee; and
- (d) make good any damage suffered by the Grantor to the extent that the damage results from the exercise by the Grantee of its rights and powers under this Easement.

3.4 If the Grantor breaches this Easement, the Grantee may do anything the Grantee thinks is reasonably necessary to correct the breach (such as removing a structure erected on the Burdened Land in breach of this Easement).

4 RIGHTS AND OBLIGATIONS OF GRANTOR

4.1 The Grantor must:

- (a) not erect any building, structure, pipeline, road, fence, landscaping, driveway or paving on the Burdened Land without the consent of the Grantee;
- (b) maintain and repair, and not change, any building, structure, pipeline, road, fence, landscaping, driveway or paving on the Burdened Land (other than removing one erected on the Burdened Land in breach of this Easement);
- (c) mow the surface of the Easement and keep it, and the openings of any pipes, clear and free of rubbish and debris;
- (d) not alter the ground level of the Burdened Land or change its topography;
- (e) not plant trees on the Burdened Land;
- (f) not crop, dig or plough the Burdened Land;
- (g) exercise reasonable care to ensure that any Infrastructure on the Burdened Land from time to time is not damaged;
- (h) not trespass on any Infrastructure on the Burdened Land from time to time;
- (i) not cause a nuisance that adversely affects the Grantee's rights and powers under this Easement or any Infrastructure on the Burdened Land from time to time;
- (j) promptly abate any such nuisance; and
- (k) use the Grantor's best endeavours to prevent anyone else doing any of the things that the Grantor is required not to do under this Easement and not allow anyone else to do any of those things.

4.2 The Grantor is responsible for the acts and omissions of anyone claiming through the Grantor (like tenants, licensees and mortgagees). An act or omission of any of those people is treated for the purposes of this Easement as if it was an act or omission of the Grantor personally.

4.3 The Grantor must indemnify and release the Grantee from any claim, action, loss, expense, proceeding or liability by the Grantor or anyone else arising from:

- (a) the use or occupation of the Burdened Land;
- (b) any act or omission of any person on or affecting the Burdened Land or in any way relating to the Burdened Land or the Infrastructure on it from time to time;
- (c) a breach by the Grantor of this Easement; or
- (d) the Grantor's negligence,

Title Reference [To issue from 51389153]

except to the extent that the claim, action, loss, expense, proceeding or liability is a direct result of:

- (e) breach by the Grantee of this Easement; or
- (f) the Grantee's negligence.

5 OTHER MATTERS

- 5.1 The Grantor promises the Grantee that the Grantor has full power to grant this Easement and the rights and powers intended to be conferred by it.
- 5.2 All Infrastructure and other things brought onto or installed on the Burdened Land from time to time will, as between the Grantor and the Grantee, remain the property of the Grantee.
- 5.3 If the Grantee pulls down or breaks open any fencing under this Easement:
 - (a) the Grantee may either repair the fencing it has pulled down or broken open or install a gate in place of that fencing to at least a standard reasonably equivalent to that of the fencing before it was pulled down or broken open;
 - (b) the owner of the fencing that was pulled down or broken open will become the owner of the repaired fencing or gate; and
 - (c) that owner must maintain the repaired fencing or gate.
- 5.4 The Grantor must do all things reasonably required by the Grantee from time to time in order to:
 - (a) stamp and register this Easement; and
 - (b) make sure that the Grantee is given all the rights and powers intended to be conferred by this Easement.