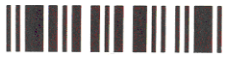


Dealing Number

Duty Imprint



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1. Grantor Glen Royce Holmes Lorraine Patricia Holmes	Lodger (Name, address, email & phone number) Piper Alderman Level 26, 71 Eagle St Brisbane Qld 4000 Ref PJN:443732 mgriffiths@piperalderman.com.au	Lodger Code 135A
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2. Description of Easement/Lot on Plan Servient Tenement (burdened land) Easement B on SP345099 *Dominant Tenement (benefited land) Lot 52 on SP345099 * not applicable if easement in gross	Title Reference To issue from 18723079 To issue from 18723079
--	--

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

5. Grantee Given names Glen Royce Lorraine Patricia	Surname/Company name and number Holmes Holmes	(include tenancy if more than one) Joint Tenants
--	---	---

6. Consideration \$1	7. Purpose of easement 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 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)

See enlarged panel
.....
/ /
Execution Date **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)

See enlarged panel
.....
/ /
Execution Date **Grantee's Signature**

Title Reference To issue

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 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)

/ /
Execution Date

.....
Lorraine Patricia Holmes
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)

/ /
Execution Date

.....
Glen Royce Holmes
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)

/ /
Execution Date

.....
Lorraine Patricia Holmes
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)

/ /
Execution Date

.....
Glen Royce Holmes
Grantee's Signature

Title Reference To issue

1. Definitions and Interpretation

1.1 Definitions

In this easement, unless the subject matter or context otherwise requires:

Authorised Users includes:

- (a) **the Grantee; and**
- (b) **the Grantee's invitees.**

Benefited Land means the dominant tenement described in Item 2 of the Form 9.

Burdened Land means the servient tenement described in Item 2 of the Form 9.

Form 9 means the Form 9 Easement to which this schedule is attached.

Grantee includes:

- (a) **the successors in title and assigns of the Grantee; and**
- (b) **the registered owner for the time being of the Benefited Land.**

Grantor includes:

- (a) **the successors in title and assigns of the Grantor; and**
- (b) **the registered owner for the time being of the Burdened Land or any land of which it may from time to time form part.**

1.2 Interpretation

In the interpretation of this easement, unless the context or subject matter otherwise requires:

- (a) headings have been included for ease of reference and guidance and this easement shall be construed without reference to them;
- (b) the singular number Includes the plural and vice versa;
- (c) words importing persons include companies and corporations and vice versa;
- (d) a reference to a specific time means the time in Queensland;
- (e) a reference to a party includes its executors, administrators, successors and permitted assigns;
- (f) words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;
- (g) a reference to any legislation or statutory instrument or regulation is construed in accordance with the
- (h) *Acts Interpretation Act 1901* (Cth) or the equivalent State legislation, as applicable; and

Title Reference To issue

- (i) 'including' when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

2. Grant of Easement

2.1 Purpose -Access

The Grantor grants to the Grantee and the Authorised Users the full and free right and liberty for the Grantee and the Authorised Users to pass and repass by:

- (a) motor vehicle;
- (b) foot; and
- (c) bicycle,

over, along and upon the Burdened Land for access to and from the Benefited Land in common with the Grantor and all other persons from time to time lawfully using or enjoying the Burdened Land.

2.2 Unrestricted access

Subject to clause 2.3, the Grantee may exercise its rights under clause 2.1:

- (a) _____ with or without any type of vehicle (provided the vehicle is not of a size or weight likely to damage any roadway or other improvements on the Burdened Land);
- (b) without the need for prior notice; and
- (c) at all times of the day and night.

2.3 Relocation for development of road

- (a) The Grantor may provide a temporary driveway for access to the Benefited Land for the purpose of constructing a public road that will provide permanent access to the Benefited Land.
- (b) The Grantor must:
 - (1) first provide a constructed driveway capable of reasonable all-weather access to the Benefited Land;
 - (2) maintain that driveway until a road servicing the Benefited Land is open to public use.

2.4 Surrender of easement

- (a) This clause applies if:
 - (1) the Grantor has constructed a permanent road that will provide access to the boundary of the Benefited Land that is equivalent to or better than this easement; and
 - (2) this easement will not be fully cancelled by the opening of that road.

Title Reference To issue

- (b) If this clause applies then the Grantee must give the Grantor a surrender of this easement to be registered with the subdivision plan that opens the road. The Grantor must pay the costs of the surrender of this easement and any duty and registration fees that apply. The Grantee must properly sign the form of surrender and return it to the Grantor within 14 days of request in writing.