

QUEENSLAND LAND REGISTRY  
Land Title Act 1994 and Land Act 1994

## EASEMENT

Form 9 Version 1  
Page 1 of 1

Priv  
The  
Title

maintaining the publicly searchable registers in the land registry.



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\$127.90

21/09/2010 14:56

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Duty Imprint

CLIENT NO. 1051332

DUTY ACT CL.

TRANS NO. 502397805.

DUTY PAID \$0.00

UTI PAID \$0.00.

DATE: 14/10/10 SIGNED: ill

<b>1. Grantor</b>		<b>Lodger</b> (Name, address & phone number)		<b>Lodger Code</b>
ELIAS PATRINOS AND ANTHOULLA PATRINOS		H DRAKOS & COMPANY PH 3844 1441		150
<b>2. Description of Easement/Lot on Plan</b>	<b>County</b>	<b>Parish</b>	<b>Title Reference</b>	
Servient Tenement (burdened land)				
Easement A on SP 216289	STANLEY	ENOGGERA	11297085	
*Dominant Tenement (benefited land)			To Issue	
Lot 2 on SP 216289	STANLEY	ENOGGERA		
* not applicable if easement in gross				
<b>3. Interest being burdened</b>	<b>*4. Interest being benefited</b>			
FEE SIMPLE	FEE SIMPLE			
* not applicable if easement in gross				
<b>5. Grantee</b>	Given names	Surname/Company name and number	(include tenancy if more than one)	
	ELIAS	PATRINOS		
	ANTHOULLA	PATRINOS		
<b>6. Consideration</b>	<b>7. Purpose of easement</b>			
\$1.00	RIGHT OF WAY AND PROVISION OF PUBLIC UTILITIES			

**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

#delete inapplicable words

Witnessing officer must be aware of his/her obligations under section ~~464~~ 162 of the Land Title Act 1994

**Witnessing Officer****Execution Date****Grantor's Signature**

..... signature

/ /

"SEE ENLARGED PANEL"

..... full name

..... qualification

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

**Witnessing Officer****Execution Date****Grantee's Signature**

..... signature

/ /

"SEE ENLARGED PANEL"

..... full name

..... qualification

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

**Title Reference**

ELIAS PATRINOS AND ANTHOULLA PATRINOS (hereinafter called "the Grantor") and ELIAS PATRINOS and ANTHOULLA PATRINOS (hereinafter called "the Grantee") DO HEREBY COVENANT AND AGREE with each other in the following terms:-

**Right of Passage**

- 1.a The Grantor hereby grants and transfers to the Grantee the full and free right and liberty for the Grantee and their successors in title the owners and occupiers for the time being of the dominant land and their tenants and servants and all persons authorised by the owner of the dominant tenement from time to time to pass and re-pass over the servient land with or without vehicles of any description and for all purpose connected with the use and enjoyment of the dominant tenement but not for any other purpose whatsoever.

**Grantor's Obligation to Maintain**

- 1.b The Grantor and successors in title of the land described herein covenant to maintain the Servient Tenement in good repair and condition and keep it cleansed and unobstructed at all times (subject to the Grantees obligations to pay costs and expenses in relation to such upkeep and maintenance as herein after mentioned.

**Cost of Maintenance**

- 1.c The Grantee covenants to pay to the Grantor upon demand a sum equal to 50% of the costs and expenses incurred by the Grantor in maintaining the Servient Tenement .

**Public Utilities**

- 2.a The Grantor grants an easement in perpetuity to permit and allow the Grantee at all times and in all manner hereafter full right to convey electricity and telecommunication services, water supply, sewerage and drainage under, across and through the servient tenement ("the easement") which includes wires, conductor, piping or other means used for the purpose of conveying, transmitting, transforming or distributing electricity and telecommunication services, water supply, sewerage and drainage together with any casing, coating, tube, pipe, pillar, pole or tower post, frame, bracket, or insulator enclosing surrounding or supporting the same or any part thereof or any apparatus connected therewith for the purpose of conveying, transmitting, transforming or distributing electricity and telecommunication services, water supply, sewerage and drainage or by any such means as may be appropriate.
- 2.b The Grantee their employees, agents, workmen, contractors and others authorised by them shall have full and free right to enter upon and remain, pass and repass on and over the easement for all or any of the purposes aforesaid and the Grantee shall have the right of ingress and egress to and from the easement over the land of the Grantor adjoining or adjacent to the easement to permit access to the nearest surveyed road or to such point on the land of the Grantor as the Grantee shall consider necessary to enable the Grantee their employees, agents, workmen, contractors and others authorised by the Grantee to obtain access to and from the easement for the above purposes.
- 2.c In the event of there being any future maintenance, repair or capital cost requirements concerning the easement and improvements thereon including electrical lines and telecommunication facilities, water supply, sewerage and drainage, then the party for whose benefit such works are being carried out shall be liable to meet the costs of such maintenance, works and/or capital cost requirements and to reinstate the easement and improvements thereof to the same condition existing prior to the carrying out of such works

**General**

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;

**Title Reference**

- 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.
- d. Marginal notes and cross-headings are excluded from and shall not affect the interpretation of this agreement;

8. Grant / Execution  
LT

Witnessing Officer

Execution Date

Grantor's Signature

  
Harold Stanley Drakos  
Solicitor


signature

20 / 09 / 10

full name

qualification

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

  
.....

Witnessing Officer

Execution Date

Grantor's Signature

  
Harold Stanley Drakos  
Solicitor

signature

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full name

qualification

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

  
.....

Witnessing Officer

Execution Date

Grantee's Signature

  
Harold Stanley Drakos  
Solicitor

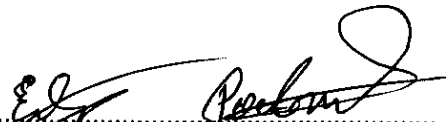
signature

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full name

qualification

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

  
.....

## Lodgement Confirmation

Client name H Drakos & Company  
Client number 0001051332  
  
Amount due \$0.00  
UTI start date 29 October 2010

### Online payment

Please click the Pay button above to make an online payment using OSRconnect

### Telephone and Internet Banking - BPAY®



Billor Code: 333146  
BPAY Ref: 502397805

Contact your Bank, Credit Union or Building Society to make this payment from your cheque or saving account. More info: [www.bpay.com.au](http://www.bpay.com.au).  
Use the Billor Code and Reference as printed. Without the correct reference, your payment may not be applied as intended and penalties may apply.

### Pay by Credit Card



To pay by telephone with your card,  
call 1300 803 545 and have your credit card  
details ready.  
or  
Go to [www.osr.qld.gov.au](http://www.osr.qld.gov.au)

OSR billor code and your payment reference are listed  
under **Telephone and Internet Banking**.

Maximum payment \$5,000. A card payment fee of  
0.5% applies to transactions made using this service.

### Pay by Cheque



Make your cheque payable to :  
**Commissioner of State Revenue**

Please print this page and  
send it with your cheque to this address:

**OFFICE OF STATE REVENUE  
GPO BOX 2475  
BRISBANE QLD 4001**

### Electronic Funds Transfer



Reference code: 502397805

When paying by EFT you must use the reference printed  
above. If you don't use the correct reference code, your  
payment may not be processed correctly. OSR's bank  
account details are listed below.

#### Bank account details

Account name: Office of State Revenue Collection Account  
Account number: 1000 0935  
BSB code: 064-013  
Bank: Commonwealth Bank  
Branch: Queensland Government Banking Centre