

QUEENSLAND LAND REGISTRY
Land Title Act 1994 and Land Act 1994

EASEMENT

Form 9 Version 24
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Title
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maintaining the publicly searchable registers in the land registry.

\$127.90

21/09/2010 14:56

Duty Imprint

CLIENT NO. 1051332 DUTY ACT 91.
 TRANS NO. 502397805.
 DUTY PAID \$0.00
 UTI PAID \$0.00
 DATE: 14/10/10 SIGNED: *lll*

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

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Witnessing officer must be aware of his/her obligations under section 464 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;

18. Grant / Execution
LT

Witnessing Officer

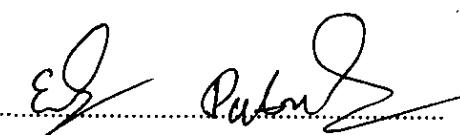

signature

Harold Stanley Drakos
Solicitor

Execution Date

20/09/10

Grantor's Signature


Signature

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

Witnessing Officer


signature

Harold Stanley Drakos
Solicitor

Execution Date

20/09/10

Grantor's Signature


Signature

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

Witnessing Officer

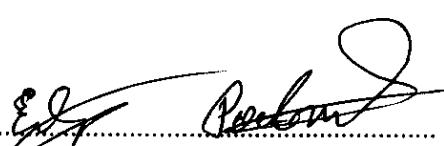

signature

Harold Stanley Drakos
Solicitor

Execution Date

20/09/10

Grantee's Signature


Signature

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

Witnessing Officer


signature

Harold Stanley Drakos
Solicitor

Execution Date

20/09/10

Grantee's Signature


Signature

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®



Biller 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.

Use the Biller 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

OSR biller 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

OFFICE OF STATE REVENUE
GPO BOX 2475
BRISBANE QLD 4001

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

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