

Doc 1163478 MCUC 2023_5336/1 - Response to Info Request Item 3 - Access to Easement



Owen Caddick-King <owen.caddick-king@rpsgroup.com.au>

To Rebecca Taranto



Tue 13/06/2023 5:48 PM

You forwarded this message on 14/06/2023 9:01 AM.



Hello Rebecca

Item 3 of the attached Info Request states;

"Please provide evidence of an agreement that permits discharge of stormwater from the subject premises into drainage Easement D on SP227593."

In respect of this matter, it is noted that Item 1 in the Schedule forming part of the Agreement to Easement D on SP227593, states the following;

1. EASEMENT FOR DRAINAGE

The Grantee shall have the free right and liberty at all times hereafter of using the Servient Tenement or any part or parts thereof for drainage purposes AND all that the full and free right and liberty at all times and from time to time to receive and convey upon the Servient Tenement rainwater and drainage of all kinds inclusive of stormwater runoff flowing continuously intermittently or occasionally into over and along the Servient Tenement from lands adjoining the Servient Tenement and/or any other lands whatsoever and whether flowing naturally or by way of drains pipelines or other artificial means.

The highlighted section confirms that the Grantee, Council, has the right to receive and convey over Easement D on SP227593 rainwater and drainage, inclusive of stormwater runoff, from lands adjoining Easement D on SP227593 and/or any other lands whatsoever and whether flowing naturally or by way of drains pipelines or other artificial means. While Lot 110 on PTD2091 is not specifically referenced in the above term of the Agreement, Lot 110 on PTD2091 adjoins Easement D on SP227593 and it is considered evident that Council has the right to allow stormwater from Lot 110 on PTD2091 to be received and conveyed through Easement D on SP227593.

It is also noted that the attached Easement Agreements relating to Easement A, Easement B and Easement C, the Drainage Easements that permit Council to convey stormwater to Grant Street, each include the above term in the Easement Agreement, therefore giving Council the right to allow stormwater from Lot 110 on PTD2091 to be received and conveyed through each of the Easements to Grant Street.

It is anticipated that this response adequately addresses Item 3 of the attached Info Request.

As discussed, we will address the Items of the Info Request as the information becomes available. Further information will be provided to address other Items of the attached Info Request.

Regards

Owen Caddick-King

Principal - Planning
RPS | Australia Asia Pacific
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Cairns QLD 4870, Australia
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D +61 7 42761027
E owen.caddick-king@rpsgroup.com.au



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We acknowledge the Traditional Owners of Country throughout Australia and recognise their continuing connection to land, waters and community. We pay our respect to them and their cultures and to Elders past and present.

EASEMENT



708106437

CS 500

\$105.60
04/10/2004 15:45

Queensland Duty Paid \$ 150	Duty Code: TRCR
On the Amount of \$ 100	Transaction No: 504104
13A: CCR: 32	Signed: [Signature] 1/10/04

maintaining the publicly searchable registers in the land registry.

1. Grantor	Lodger (Name, address & phone number)	Lodger Code
Wetpeach Pty Ltd A.C.N. 103 036 040	WILLIAMS GRAHAM CARMAN 1A Water Street, Cairns Qld 4870 Phone:- 07 4046 1111 Ref: 223444 MH/sls	717

2. Description of Easement/Lot on Plan	County	Parish	Title Reference
Servient Tenement (burdened land) Easement A on SP166318	Solander	Salisbury	21567078
*Dominant Tenement (benefited land)			

* not applicable if easement in gross

3. Interest being burdened	*4. Interest being benefited
Fee simple	N/A
	* not applicable if easement in gross

5. Grantee	Given names	Surname/Company name and number	(include tenancy if more than one)
		DOUGLAS SHIRE COUNCIL	

6. Consideration	7. Purpose of easement
\$1.00	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.

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

Witnessing Officer	Execution Date	Grantor's Signature
_____	23/09/04	WETPEACH PTY LTD ACN 103 036 040
Signature		[Signature]
_____		SOAK DIRECTOR
Full Name		
_____		Grantee's Signature
Qualification		[Signature]
(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)		Mayor
Witnessing Officer (signature, full name and qualification)	Execution Date	
_____	27/9/04	
Signature		

Full Name		

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

Title Reference

Item 8 Request/Execution

1. The Grantee shall have the free right and liberty of using the Servient Tenement or any part or parts thereof for drainage purposes AND all that the full and free right and liberty at all times and from time to time to receive and convey upon the Servient Tenement rainwater and drainage of all kinds inclusive of stormwater runoff flowing continuously intermittently or occasionally into over and along the Servient Tenement from lands adjoining the Servient Tenement and/or any other lands whatsoever and whether flowing naturally or by way of drains pipelines or other artificial means.
2. The Grantee shall have all that the free right and liberty of filling in the Servient Tenement of any part or parts thereof and of excavating therein and erecting constructing and maintaining above or below or partly above and partly below the surface of the Servient Tenement drains and/or pipelines and all appurtenances thereof for the passage or conveyance of rainwater and drainage of all kinds AND with liberty to the Grantee by its officers servants agents workmen with or without trucks and other vehicles plant and materials to enter upon the Servient Tenement at all times for the purpose of removing and disposing of spoil constructing extending deepening widening maintaining and repairing the drains and/or pipelines and all appurtenances thereof and for the purpose of keeping the same in good order and condition and for all other lawful purposes incidental thereto.
3. The Grantee shall not be obliged to use the Servient Tenement for the purposes aforesaid nor to exercise or do any of all the powers or things herein mentioned but shall be at liberty to do so from time to time at its pleasure and to such extent as it may think fit.
4. The Grantee shall not be required to fence or contribute to the fencing of any part or parts of the boundaries of the Servient Tenement.
5. The Grantor shall at all times keep any drain or drains now or hereafter constructed on the Servient Tenement clear of debris and all other obstructions without the Grantee being liable to contribute towards any cost in respect thereof.
6. The Grantor shall at all times have the right to the flow of surface roof and other water from the land of the Grantor into the Servient Tenement and to any drains now or hereafter to be constructed or maintained on the Servient Tenement.
7. The Grantor will not execute or construct any excavations drains channels or other works of any kind on the Servient Tenement nor remove from or interfere with any existing drainage works or any retaining walls howsoever constructed or any other works within the area of the Servient Tenement without the prior approval in writing of the Grantee.
8. The Grantee shall be at liberty to take up and remove the whole or any part of any drains or pipelines at any times during the continuance of this easement or within six months of the determination of this easement.
9. Nothing herein expressed or implied shall limit or destroy any right or privilege of the Grantee to at any time purchase take by agreement resume or otherwise acquire the whole or any part of the Servient Tenement.
10. The Grantor shall pay the Grantee's costs properly incurred in the preparation stamping and registration of this Easement.
11. The consideration in Item 6 of the Form 9 in this Easement shall be paid by the Grantee to the Grantor upon the registration of this Easement by the Registrar of Titles.
12. Unless the contrary intention appears:-

Title Reference

"Easement" shall mean this Schedule and the Form 9 to which this Schedule is annexed and includes all annexures thereto.

"Grantor" shall mean and include the Grantor named in Item 1 of the Form 9 in this Easement and the executors administrators successors and assigns (as the case may be) of the Grantor.

"Grantee" shall mean and include the Grantee named in Item 5 of the Form 9 in this Easement and its successors and permitted assigns.

"Servient Tenement" means the land described as such in Item 2 of the Form 9 in this Easement and includes any part of that land subject to the burden of this Easement.

Words importing the masculine gender shall be construed to include the feminine and neuter gender.

Words importing the singular number shall be construed to include the plural number and vice versa.

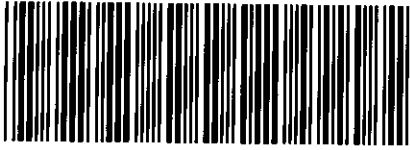
Words relating to persons shall be construed to include a corporation, partnership, incorporated associates, body corporate, unincorporated body, instrumentality of the State and any statutory, public or local authority.

Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.

QUEENSLAND LAND REGISTRY
Land Title Act 1994 and Land Act 1994

EASEMENT

FORM 9 Version 4
Page 1 of 3



713004385

\$124.20

19/01/2010 15:22

CS 601

1050415
 Client No: 500986 Duties Act 2001
 Transaction No: 500.986.781
 Duty Paid \$... NIL Exempt
 UTI \$
 Date: 14/12/09 Signed: [Signature]

1. Grantor FREDERICK ALLAN LANGTON and LOLA LOUISE PATRICIA LANGTON	Lodger (Name, address, E-mail & phone number) MacDonnells Cnr Shields & Grafton Streets CAIRNS QLD 4870 PH: (07) 4030 0600 Ref: MRS:93185	Lodger Code 754
--	--	---------------------------

2. Description of Easement/Lot on Plan	County	Parish	Title Reference
Servient Tenement (burdened land) EASEMENT B IN LOT 113 ON PTD ON 2091 SOLANDER o/SP 227591	SOLANDER	SALISBURY	20311064
*Dominant Tenement (benefited land) # not applicable if easement in gross			

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

5. Grantee Given names	Surname/Company name and number	(include tenancy if more than one)
	CAIRNS REGIONAL COUNCIL	

6. Consideration ONE DOLLAR (\$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. _____

* delete if not applicable

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

[Signature] signature
 ARTHUR VANDEN TIMMS full name
 Solicitor & J.P. (Qual.) qualification
 Witnessing Officer

17/09/09
Execution Date

[Signature]
 Grantor's Signature

[Signature] signature
 ARTHUR VANDEN TIMMS full name
 Solicitor & J.P. (Qual.) qualification
 Witnessing Officer

17/09/09
Execution Date

[Signature]
 Grantor's Signature



[Signature] signature
 Krystyn B James full name
 Justice of the Peace (Qual) qualification
 Witnessing Officer

09/12/2009
Execution Date

CAIRNS REGIONAL COUNCIL
[Signature] Mayor
[Signature] Acting Chief Executive Officer
 Grantee's Signature

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

Title Reference 20311064

Item 8 Grant/Execution

1. EASEMENT FOR DRAINAGE

The Grantee shall have the free right and liberty at all times hereafter of using the Servient Tenement or any part or parts thereof for drainage purposes **AND** all that the full and free right and liberty at all times and from time to time to receive and convey upon the Servient Tenement rainwater and drainage of all kinds inclusive of stormwater runoff flowing continuously intermittently or occasionally into over and along the Servient Tenement from lands adjoining the Servient Tenement and/or any other lands whatsoever and whether flowing naturally or by way of drains pipelines or other artificial means.

2. DRAINAGE WORKS

The Grantee shall have all that the free right and liberty at all times hereafter of filling in the Servient Tenement or any part or parts thereof and of excavating therein and erecting constructing and maintaining above or below or partly above and partly below the surface of the Servient Tenement drains and/or pipelines and all appurtenances thereof for the passage or conveyance of rainwater and drainage of all kinds **AND** with liberty to the Grantee by its officers servants agents workmen with or without trucks and other vehicles plant and materials to enter upon the Servient Tenement at all times for the purpose of removing and disposing of spoil constructing extending deepening widening maintaining and repairing the drains and/or pipelines and all appurtenances thereof and for the purpose of keeping the same in good order and condition and for all other lawful purposes incidental thereto.

3. NO OBLIGATION TO USE

The Grantee shall not be obliged to use the Servient Tenement for the purposes aforesaid nor to exercise or do any or all the powers or things herein mentioned but shall be at liberty to do so from time to time at its pleasure and to such extent as it may think fit.

4. GRANTEE NOT LIABLE TO FENCE

The Grantee shall not be required to fence or contribute to the fencing of any part or parts of the boundaries of the Servient Tenement.

5. GRANTOR TO KEEP DRAINS CLEAR

The Grantor shall at all times keep any drain or drains now or hereafter constructed on the Servient Tenement clear of debris and all other obstructions without the Grantee being liable to contribute towards any cost in respect thereof.

6. GRANTOR'S RIGHT TO DISCHARGE WATER

The Grantor shall at all times have the right to the flow of surface roof and other water from the land of the Grantor into the Servient Tenement and to any drains now or hereafter to be constructed or maintained on the Servient Tenement.

7. GRANTOR NOT TO CONSTRUCT OR INTERFERE

The Grantor will not execute or construct any excavations drains channels or other works of any kind on the Servient Tenement nor remove from or interfere with any existing drainage works or any retaining walls howsoever constructed or any other works within the area of the Servient Tenement without the prior approval in writing of the Grantee.

8. FURTHER RIGHTS OF GRANTEE

The Grantee shall be at liberty to take up and remove the whole or any part of any drains or pipelines at any time during the continuance of this Easement or within six months of the determination of this Easement.

Title Reference 20311064

9. GRANTEE'S STATUTORY RIGHTS

Nothing herein expressed or implied shall limit or destroy any right or privilege of the Grantee to at any time purchase take by agreement resume or otherwise acquire the whole or any part of the Servient Tenement.

10. COSTS

The Grantor shall pay the Grantee's costs properly incurred in the preparation stamping and registration of this Easement.

11. CONSIDERATION

The consideration in Item 6 of the Form 9 in this Easement shall be paid by the Grantee to the Grantor upon the registration of this Easement by the Registrar of Titles.

12. DEFINITIONS AND INTERPRETATION

Unless the contrary intention appears:-

"Easement" shall mean this Schedule and the Form 9 to which this Schedule is annexed and includes all annexures thereto.

"Grantor" shall mean and include the Grantor named in Item 1 of the Form 9 in this Easement and the executors administrators successors and assigns (as the case may be) of the Grantor and all successors in title, lessees, trustees, occupiers and mortgagees of the registered proprietor's interest in the Servient Tenement and any other person deriving an interest in the Servient Tenement.

"Grantee" shall mean and include the Grantee named in Item 5 of the Form 9 in this Easement and its successors and permitted assigns.

"Servient Tenement" means the land described as such in Item 2 of the Form 9 in this Easement and includes any part of that land subject to the burden of this Easement.

Words importing the masculine gender shall be construed to include the feminine and neuter gender.

Words importing the singular number shall be construed to include the plural number and vice versa.

Words relating to persons shall be construed to include a corporation, partnership, incorporated association, body corporate, unincorporated body, instrumentality of the State and any statutory, public or local authority.

Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.

1. Lot on Plan Description	County	Parish	Title Reference
Lot 113 CP PTD2091	SOLANDER	SALISBURY	20311064

2. Instrument/document being consented to

Instrument/document type	EASEMENT
Dated	17/9/09
Names of parties	Frederick Allan Langton & Lola Louise Patricia Langton (Grantor) & Cairns Regional Council (Grantee)


3. Instrument/document under which consent required

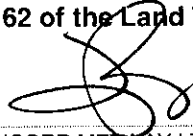
Instrument/document type	Mortgage
Dealing No.	709403111
Name of consenting party	SUNCORP-METWAY LIMITED A.B.N. 66 010 831 722

4. Execution by consenting party

The party identified in item 3 consents to the registration of the instrument/document identified in item 2.

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

	signature
	full name
	qualification


SUNCORP-METWAY LTD A.B.N. 66 010 831 722 BY ITS DULY CONSTITUTED ATTORNEY UNDER POWER OF ATTORNEY NUMBER 600004094 KATHRYN MARGARET ROSS LEVEL 1 ATTORNEY

09/10/2009

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

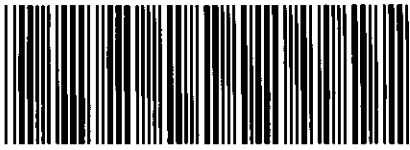
Consenting Party's Signature



Privacy Statement

Collection of this information is authorised by the Land Title Act 1994, the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W, see the department's website.

EASEMENT



713004380

\$124.20

19/01/2010 15:21

CS 601

Duty Imprint

Client No: 1050415	Duties Act 2001
Transaction No: 500987.094	
Duty Paid \$: NIL	<input type="checkbox"/> Exempt
UTI \$: -	
Date: 14/12/09	Signed: <i>[Signature]</i>

1. Grantor PALLAS GROUP INVESTMENTS PTY LTD ACN 108 700 787 and COMMERCIAL & GENERAL DEVELOPMENT PTY LTD ACN 098 439 555	Lodger (Name, address, E-mail & phone number) MacDonnells Cnr Shields & Grafton Streets CAIRNS QLD 4870 PH: (07) 4030 0600 Ref: MRS:93185	Lodger Code 754
---	---	----------------------------------

2. Description of Easement/Lot on Plan Servient Tenement (burdened land) EASEMENT C IN LOT 112 ON PTD 2091 ON SP 227592	County SOLANDER	Parish SALISBURY	Title Reference 21161088
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#Dominant Tenement (benefited land)

not applicable if easement in gross

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

5. Grantee Given names CAIRNS REGIONAL COUNCIL	Surname/Company name and number (include tenancy if more than one)
---	---

6. Consideration ONE DOLLAR (\$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.

* delete if not applicable

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

PALLAS GROUP INVESTMENTS PTY LTD
ACN 108 700 787

..... signature

..... full name

..... qualification

Witnessing Officer

10/11/2009
Execution Date

[Signature] Director
SOLE DIRECTOR

..... Director/Secretary
Grantor's Signature

COMMERCIAL & GENERAL
DEVELOPMENT PTY LTD ACN 098 439 555

..... signature

..... full name

..... qualification

Witnessing Officer

10/11/2009
Execution Date

[Signature] Director
SOLE DIRECTOR

..... Director/Secretary
Grantor's Signature

CAIRNS REGIONAL COUNCIL

[Signature] signature

Krystyn B James full name

Justice of the Peace (Qual) qualification

Witnessing Officer

09/12/2009
Execution Date

[Signature] Mayor

[Signature] Acting Chief Executive Officer
Grantee's Signature

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

Title Reference 21161088

Item 8 Grant/Execution

1. EASEMENT FOR DRAINAGE

The Grantee shall have the free right and liberty at all times hereafter of using the Servient Tenement or any part or parts thereof for drainage purposes **AND** all that the full and free right and liberty at all times and from time to time to receive and convey upon the Servient Tenement rainwater and drainage of all kinds inclusive of stormwater runoff flowing continuously intermittently or occasionally into over and along the Servient Tenement from lands adjoining the Servient Tenement and/or any other lands whatsoever and whether flowing naturally or by way of drains pipelines or other artificial means.

2. DRAINAGE WORKS

The Grantee shall have all that the free right and liberty at all times hereafter of filling in the Servient Tenement or any part or parts thereof and of excavating therein and erecting constructing and maintaining above or below or partly above and partly below the surface of the Servient Tenement drains and/or pipelines and all appurtenances thereof for the passage or conveyance of rainwater and drainage of all kinds **AND** with liberty to the Grantee by its officers servants agents workmen with or without trucks and other vehicles plant and materials to enter upon the Servient Tenement at all times for the purpose of removing and disposing of spoil constructing extending deepening widening maintaining and repairing the drains and/or pipelines and all appurtenances thereof and for the purpose of keeping the same in good order and condition and for all other lawful purposes incidental thereto.

3. NO OBLIGATION TO USE

The Grantee shall not be obliged to use the Servient Tenement for the purposes aforesaid nor to exercise or do any or all the powers or things herein mentioned but shall be at liberty to do so from time to time at its pleasure and to such extent as it may think fit.

4. GRANTEE NOT LIABLE TO FENCE

The Grantee shall not be required to fence or contribute to the fencing of any part or parts of the boundaries of the Servient Tenement.

5. GRANTOR TO KEEP DRAINS CLEAR

The Grantor shall at all times keep any drain or drains now or hereafter constructed on the Servient Tenement clear of debris and all other obstructions without the Grantee being liable to contribute towards any cost in respect thereof.

6. GRANTOR'S RIGHT TO DISCHARGE WATER

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7. GRANTOR NOT TO CONSTRUCT OR INTERFERE

The Grantor will not execute or construct any excavations drains channels or other works of any kind on the Servient Tenement nor remove from or interfere with any existing drainage works or any retaining walls howsoever constructed or any other works within the area of the Servient Tenement without the prior approval in writing of the Grantee.

8. FURTHER RIGHTS OF GRANTEE

The Grantee shall be at liberty to take up and remove the whole or any part of any drains or pipelines at any time during the continuance of this Easement or within six months of the determination of this Easement.

Title Reference 21161088

9. GRANTEE'S STATUTORY RIGHTS

Nothing herein expressed or implied shall limit or destroy any right or privilege of the Grantee to at any time purchase take by agreement resume or otherwise acquire the whole or any part of the Servient Tenement.

10. COSTS

The Grantor shall pay the Grantee's costs properly incurred in the preparation stamping and registration of this Easement.

11. CONSIDERATION

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12. DEFINITIONS AND INTERPRETATION

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"Grantee" shall mean and include the Grantee named in Item 5 of the Form 9 in this Easement and its successors and permitted assigns.

"Servient Tenement" means the land described as such in Item 2 of the Form 9 in this Easement and includes any part of that land subject to the burden of this Easement.

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Words importing the singular number shall be construed to include the plural number and vice versa.

Words relating to persons shall be construed to include a corporation, partnership, incorporated association, body corporate, unincorporated body, instrumentality of the State and any statutory, public or local authority.

Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.

1. Lot on Plan Description	County	Parish	Title Reference
LOT 112 ON CROWN PLAN PTD2091	SOLANDER	SALISBURY	21161088

2. Instrument/document being consented to

Instrument/document type EASEMENT

Dated 10/11/2009

Names of parties PALLAS GROUP INVESTMENTS PTY LTD ACN 108 700 787
COMMERCIAL & GENERAL DEVELOPMENT PTY LTD ACN 098 439 555

3. Instrument/document under which consent required

Instrument/document type MORTGAGE

Dealing No. 712545304

Name of consenting party NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937

4. Execution by consenting party

The party identified in item 3 consents to the registration of the instrument/document identified in item 2.

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

 signature

Simon Illsley
Senior Partner full name

JLP No 23246 qualification

Witnessing Officer

08/12/09
Execution Date

 Consenting Party's Signature

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

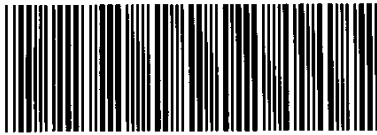
Signed in my presence by	NATIONAL AUSTRALIA BANK LIMITED by its Attorney who holds the position of Level 3 Attorney
who is either personally known to me or has satisfied me as to his or her identity, as attorney	Grace Salkicovic
for Privacy Statement Bank Limited	
Collection of this information is authorised by the Land Title Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W, see the department's website.	
Signature of Witness	NATIONAL AUSTRALIA BANK LTD ABN 12 004 044 937 By its Attorney who holds the position of Level 3 Attorney
Print Full Name of Witness	22-28 King William St. ADELAIDE
Level 6, 22 King William St	
Adelaide SA 5000	
Address of Witness	In the State of South Australia
Business Hours: Telephone number 84076770	P/A No. 10664492

QUEENSLAND LAND REGISTRY
Land Title Act 1994 and Land Act 1994

EASEMENT

FORM 9 Version 4

Page 1 of 3



713004396

\$124.20
19/01/2010 15:24

CS 601

Client No:	1050415	Duties Act 2001
Transaction No:	500987292	
Duty Paid \$:	NIL	<input type="checkbox"/> Exempt
UTI \$:	-	
Date:	14/12/09	Signature: <i>[Signature]</i>

Department's website:

1. Grantor MURPHY STREET PROPERTIES PTY LTD A.C.N. 124 458 475	Lodger (Name, address, E-mail & phone number) MacDonnells Cnr Shields & Grafton Streets CAIRNS QLD 4870 PH: (07) 4030 0600 Ref: MRS:93185	Lodger Code 754
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2. Description of Easement/Lot on Plan Servient Tenement (burdened land) EASEMENT D IN LOT 111 ON PTD2091 ON SP 227593	County SOLANDER	Parish SALISBURY	Title Reference 20448229
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*Dominant Tenement (benefited land)

not applicable if easement in gross

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

5. Grantee Given names	Surname/Company name and number	(include tenancy if more than one)
CAIRNS REGIONAL COUNCIL		

6. Consideration ONE DOLLAR (\$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.

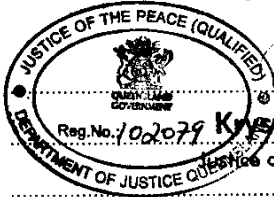
* delete if not applicable

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 Land Title Act 1994 eg Legal Practitioner, JP, C Dec)



[Signature] signature
 Krystyn B James full name
 Justice of the Peace (Qual) qualification

Witnessing Officer

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

MURPHY STREET PROPERTIES PTY LTD A.C.N. 124 458 475

[Signature] Director
[Signature] Director/Secretary
 Grantor's Signature

26/10/2009
Execution Date

CAIRNS REGIONAL COUNCIL

[Signature] Mayor
[Signature] Acting Chief Executive Officer
 Grantee's Signature

09/12/2009
Execution Date

Title Reference 20448229

Item 8 Grant/Execution

1. EASEMENT FOR DRAINAGE

The Grantee shall have the free right and liberty at all times hereafter of using the Servient Tenement or any part or parts thereof for drainage purposes **AND** all that the full and free right and liberty at all times and from time to time to receive and convey upon the Servient Tenement rainwater and drainage of all kinds inclusive of stormwater runoff flowing continuously intermittently or occasionally into over and along the Servient Tenement from lands adjoining the Servient Tenement and/or any other lands whatsoever and whether flowing naturally or by way of drains pipelines or other artificial means.

2. DRAINAGE WORKS

The Grantee shall have all that the free right and liberty at all times hereafter of filling in the Servient Tenement or any part or parts thereof and of excavating therein and erecting constructing and maintaining above or below or partly above and partly below the surface of the Servient Tenement drains and/or pipelines and all appurtenances thereof for the passage or conveyance of rainwater and drainage of all kinds **AND** with liberty to the Grantee by its officers servants agents workmen with or without trucks and other vehicles plant and materials to enter upon the Servient Tenement at all times for the purpose of removing and disposing of spoil constructing extending deepening widening maintaining and repairing the drains and/or pipelines and all appurtenances thereof and for the purpose of keeping the same in good order and condition and for all other lawful purposes incidental thereto.

3. NO OBLIGATION TO USE

The Grantee shall not be obliged to use the Servient Tenement for the purposes aforesaid nor to exercise or do any or all the powers or things herein mentioned but shall be at liberty to do so from time to time at its pleasure and to such extent as it may think fit.

4. GRANTEE NOT LIABLE TO FENCE

The Grantee shall not be required to fence or contribute to the fencing of any part or parts of the boundaries of the Servient Tenement.

5. GRANTOR TO KEEP DRAINS CLEAR

The Grantor shall at all times keep any drain or drains now or hereafter constructed on the Servient Tenement clear of debris and all other obstructions without the Grantee being liable to contribute towards any cost in respect thereof.

6. GRANTOR'S RIGHT TO DISCHARGE WATER

The Grantor shall at all times have the right to the flow of surface roof and other water from the land of the Grantor into the Servient Tenement and to any drains now or hereafter to be constructed or maintained on the Servient Tenement.

7. GRANTOR NOT TO CONSTRUCT OR INTERFERE

The Grantor will not execute or construct any excavations drains channels or other works of any kind on the Servient Tenement nor remove from or interfere with any existing drainage works or any retaining walls howsoever constructed or any other works within the area of the Servient Tenement without the prior approval in writing of the Grantee.

8. FURTHER RIGHTS OF GRANTEE

The Grantee shall be at liberty to take up and remove the whole or any part of any drains or pipelines at any time during the continuance of this Easement or within six months of the determination of this Easement.

Title Reference 20448229

9. GRANTEE'S STATUTORY RIGHTS

Nothing herein expressed or implied shall limit or destroy any right or privilege of the Grantee to at any time purchase take by agreement resume or otherwise acquire the whole or any part of the Servient Tenement.

10. COSTS

The Grantor shall pay the Grantee's costs properly incurred in the preparation stamping and registration of this Easement.

11. CONSIDERATION

The consideration in Item 6 of the Form 9 in this Easement shall be paid by the Grantee to the Grantor upon the registration of this Easement by the Registrar of Titles.

12. DEFINITIONS AND INTERPRETATION

Unless the contrary intention appears:-

"Easement" shall mean this Schedule and the Form 9 to which this Schedule is annexed and includes all annexures thereto.

"Grantor" shall mean and include the Grantor named in Item 1 of the Form 9 in this Easement and the executors administrators successors and assigns (as the case may be) of the Grantor and all successors in title, lessees, trustees, occupiers and mortgagees of the registered proprietor's interest in the Servient Tenement and any other person deriving an interest in the Servient Tenement.

"Grantee" shall mean and include the Grantee named in Item 5 of the Form 9 in this Easement and its successors and permitted assigns.

"Servient Tenement" means the land described as such in Item 2 of the Form 9 in this Easement and includes any part of that land subject to the burden of this Easement.

Words importing the masculine gender shall be construed to include the feminine and neuter gender.

Words importing the singular number shall be construed to include the plural number and vice versa.

Words relating to persons shall be construed to include a corporation, partnership, incorporated association, body corporate, unincorporated body, instrumentality of the State and any statutory, public or local authority.

Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.

1. Lot on Plan Description	County	Parish	Title Reference
LOT 111 ON CROWN PLAN PTD2091	SOLANDER	SALISBURY	20448229

2. Instrument/document being consented to

Instrument/document type EASEMENT

Dated 26 / 10 / 2007 .

Names of parties MURPHY STREET PROPERTIES PTY LTD A.C.N. 124 458 475

3. Instrument/document under which consent required

Instrument/document type MORTGAGE

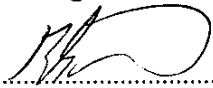
Dealing No 711925349

Name of consenting party COMMONWEALTH BANK OF AUSTRALIA A.B.N. 48 123 123 124

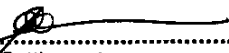
4. Execution by consenting party

The party identified in item 3 consents to the registration of the instrument/document identified in item 2.

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


.....signature
Ross Ewen Smith
.....full name
C:Dec 86723
.....qualification

COMMONWEALTH BANK OF AUSTRALIA
ABN 48 123 123 124 BY ITS ATTORNEY


.....
Manager/Settlements
Under Power of Attorney No. 704569343
.....
Consenting Party's Signature

15, 12, 09
Execution Date

Witnessing Officer

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

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W, see the department's website.