

W **K636805H** \$77.00

15 MAY 1991
9:30 AM

5500 EASEMENT

EASEMENT IN GROSS

ENTERED IN THE REGISTER BOOK

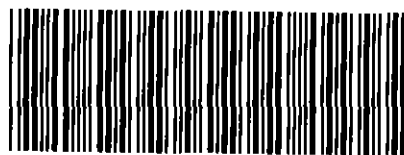
VOLUME **633** 7167
FOLIO **69** 11.04
AT **11.04** AM/PM
15 JUL 1991 REGISTRAR OF TITLES

1/11/91

35 REAL PROPERTY REGULATIONS 1986 BACKING SHEET

CORRESPONDENCE NUMBER

REQUISITIONS **Jan 35 (3)**
8
3.6.91
(5.6.91)
20-
P66020

**601148398****K636805H****EAS IN GROSS**

BELOW THIS LINE TO BE COMPLETED BY LODGER

LODGED BY: **MOYNIHAN & CO.**
ADDRESS: **SOLICITORS**
BOX 798 G.P.O.
BRISBANE 4001

CERTIFICATES OF TITLE, DEEDS OF GRANT, DECLARATIONS ETC. LODGED WITH THIS DOCUMENT (TO BE COMPLETED BY LODGING PARTIES)

1. **7167/142** LODGED BY **Lodger**
2. **633/69** **Chambers**
3. **(33)**

BELOW THIS LINE FOR DELIVERY NOTATIONS

RECEIPT NOTATIONS	OFFICE USE
ITEMS RECEIVED 12/3/69	4/7/91
FIRM NAME:	
PER:	
AUTHORITY:	
DATE:	

ITEMS DELIVERED BY POST

FORWARDED TO LODGER OF THIS DOCUMENT ON

INSTRUCTIONS FOR COMPLETION (Form 11)

- Document attracts Stamp Duty
- Typewriting and handwriting should be clear, legible and in permanent dense black or blue ink.
- Deletions for the purpose of effecting alterations are not to be made by erasure or painting over. Items to be deleted are to be ruled through and all alterations are to be initialed by the parties to the dealing.
- All panels are to be completed or ruled up. If insufficient space attach annexure FORM 32. The panel should then only contain the words "See Annexure ()" (inserting appropriate letter).
- Witness must be qualified in accordance with the Real Property Act 1861-1985 (S 115).
- The following instructions relate to the corresponding side notes on the form:
 - (1)(a) If the grantor is a body corporate of a Building Units/Group Titles Plan then insert e.g. "The Proprietor(s) name(s) Registered Building Units Plan No. ... for and on behalf of the registered proprietors".
 - (b) If the grantor holds in trust or as a personal representative, then the trust should be identified e.g. "as Trustee under Nomination of Trustees No. ..." "as personal representative of the estate of deceased".
 - (2) Insert e.g. "fee simple", "Lease No. ...".
 - (3) Insert e.g. "as joint tenants", "as tenants in common in equal shares" (if in unequal shares then show each share as a fraction).
 - (4) Insert the full name of relevant grantor e.g. Crown corporation instrumentality etc.
 - (5)(a) State only the type of document and dealing number of any prior mortgage, encumbrances etc. encumbering the grantor's estate or interest which constitutes the servient tenement.
 - (b) If the easement is over common property under a Building Units/Group Titles Plan then any interests encumbering the common property should also be included.
 - (c) If none, then show "nil".
 - (6) Insert e.g. "drainage", "electricity supply".
 - (9)(a) Schedule should include the rights, liabilities and other covenants being created.
 - (b) Covenants may be added to or excluded from the registered Memorandum by means of the "Schedule".
 - (11)(a) If the document is executed by a corporation or other body other than by its attorney, then its seal should be affixed thereto with a certificate that such was affixed by the proper officer verified by his/her signature. The full names of the signatories and their designations should be shown.
 - (b) If an attorney executes the document then the full name of the attorney and the source of the attorney's authority should be shown e.g. "AB by his duly constituted Attorney XY under Power of Attorney No. ... The attorney's signature should then follow".
 - (12) The document should be executed in the presence of a qualified witness (See Instruction 5 above).
- The following should be deposited with the document:
 - the relevant instrument of title,
 - if the estate or interest of the grantee is held under a Nomination of Trustees the duplicate Nomination of Trustees,
 - if the grantor is a body corporate of a Building Units/Group Titles Plan FORM 15 of the Building Units and Group Titles Regulations 1986.

MICROFILM COPY

FORM 35

Queensland

Real Property Act 1861 — 1985

Real Property Regulations 1986

GENERAL CONSENT

Item
(1)
(Instrument to
which this consent
is to be bound)

Type of Instrument: EASEMENT

Dealing Number: PETER VAGGELAS and THE SOUTH WEST QUEENSLAND ELECTRICITY BOARD
OR

Names of Parties: 19 December 1990

Date of Instrument: 19 December 1990

(2) Title Reference: Vol: 663 Fol: 69

(3) **WESTPAC BANKING CORPORATION / WESTPAC SAVINGS BANK LIMITED** (Delete as appropriate)

being the registered mortgages under Bill of Mortgage No: J811157H

hereby consents to the registration of the instrument specified in item (1) above.

(4) Signed this 16TH day of APRIL 19 91

WESTPAC BANKING CORPORATION / WESTPAC SAVINGS BANK LIMITED
(Delete as appropriate)

by its Attorneys JUDITH AINE MCALLUM AND PATRICIA MARY MANN

_____ under Power of Attorney

No: J180281L

[Signature] ADMINISTRATOR
(Party Consenting (with designation))

[Signature] REGIONAL SECURITIES OFFICE, GOLD COAST, QLD.
SENIOR SECURITIES OFFICER
(Party Consenting (with designation))

REGIONAL SECURITIES OFFICE, GOLD COAST, QLD.

(Signature of Witness) [Signature]

A Justice of the Peace

(Full name to be printed) ANDREW L. [Signature]

GENERAL CONSENT

INITIALS

Item

(Instrument to which this consent is to be bound)

(1) Type of instrument: EASEMENT
Dealing number: }
OR
Names of parties: } PETER VAGGELAS to THE SOUTH WEST
Date of instrument: } QUEENSLAND ELECTRICITY BOARD
19 December 1990

(2) Title Reference: Vol 663 Fol 64
TARROW MORTGAGE SERVICES P/L

(full name of party consenting) (3) 1. (formerly Combined Mortgage Services Pty Ltd)
change of name registered in Queensland

(status) being the mortgagee

(type and dealing number of instrument on which authority to consent is based) (nature of consent) under Bill of Mortgage No. H94496
hereby consent to the registration of the instrument specified in Item (1) above.

(4) Signed this 16th day of January, 1991
SIGNED SEALED AND DELIVERED by TARROW MORTGAGE SERVICES PTY. LTD.
by its duly constituted Attorney FRANCIS RORY LARSON under
Power of Attorney No. 4448820
Party consenting

(signature of witness) M. Flynn

(qualification)

(full name to be printed)

MICHAEL THOMAS FLYNN
5th FLOOR 385 BOURKE STREET, MELBOURNE
SOLICITOR HOLDING A CURRENT PRACTICE
CERTIFICATE UNDER THE LEGAL PROFESSION
PRACTICE ACT

SCHEDULE

*Insert type
of instrument

This is the Schedule

referred to in*

EASEMENT

Dated the 19th

day of December 1990 comprising 2 pages

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 on, over, in, under, across and through the easement in accordance with the provisions of the Electricity Act 1976 (or as amended) by electric power transmission lines or any such means as may be appropriate, and the Grantor hereby authorises the Grantee by its servants, agents, employees, workmen, lineamen and others authorised by it to :

1. Construct, inspect, maintain, repair, renew, reconstruct, replace, on, in, under, over, across, through or remove from the said easement the electric line or lines whether above ground or inground cables herein referred to, comprising one or more conductors with all necessary electric lines and cables, towers, poles, ground stays, supports, other necessary structures and appurtenant works as shall be in the opinion of the Grantee required for conveying electricity;
2. Clear and keep cleared by any means or method including chemical spraying the said easement of timber, trees and undergrowth and to burn off on the said easement all such timber, trees and undergrowth;
3. Cut and remove any timber and trees on the said land immediately adjacent to each side of the said easement which in the opinion of the Grantee may by falling damage any electric lines, cables, towers, poles, ground stays, structures or supports on the said easement and to keep any area so cleared of timber and trees free of undergrowth by chemical spraying or by any other means;
4. Construct and maintain on the said easement and on the said lands all such access tracks and gates in fences and other works as the Grantee shall consider necessary.

The land comprising the said easement may be used by the Grantor for any purpose not inconsistent with the rights of the Grantee herein provided and not capable of causing interference with or damage or risk to the electric lines, towers, poles, ground stays, structures, supports, access tracks or appurtenant works erected on, in, over, across or through the said easement, AND IN PARTICULAR THE GRANTOR SHALL NOT WITHOUT THE CONSENT IN WRITING OF THE GRANTEE :

- (a) make or permit to be made any alterations or additions to the structures or buildings affecting their overall dimensions existing on the said easement at the date hereof;
- (b) erect or permit the erection of any building or structures;
- (c) erect any fence of a height of more than two metres;
- (d) cause or permit where the Grantor has the power to prevent the inundation of the said easement;

AND FURTHER THE GRANTOR SHALL NOT:

- (e) lay or permit the laying of any metal pipe on, in or across the said easement within a distance of three metres from the base of any pole, tower, ground stay or support or any other structure on the said easement;
- (f) cause or permit the stock piling of or filling, with any soil, sand, gravel, other substance or materials or the constructions of any roads, dam walls, or other earth works on the said easement which would in any way reduce the clearance above the ground level of the conductors of transmission lines below the statutory clearance as may exist from time to time;
- (g) reside in or permit the residing in or occupation of any caravan or mobile home which may be parked or located on the said easement irrespective of whether the said easement is part of a caravan park or private property;
- (h) remove or permit the removal of or filling any any soil, sand, gravel or other substance within a distance of twenty metres from the base of any pole, tower, structure, ground stay or support in, on or under the said easement.

Where in this Agreement words and phrases defined in the Electricity Act 1976 (or as amended) are used, then unless a contrary intention is expressed herein, such words and phrases shall be read and construed as having and be given the same meaning as defined in the said Act (as amended).

The Grantee will permit and allow structures or buildings of a height of two metres or more from ground level presently existing on the said easement at the date hereof to remain at the pleasure of the Grantor subject to the other provisions of this easement.

The Grantee its employees and others authorised by it shall have full power and the free right to enter upon and remain, pass and repass on and over the said easement for all or any of the purposes aforesaid or for the purpose of preventing any breach by the Grantor of the Grantor's obligations herein contained and with or without vehicles, plant and equipment of any description and for all or any of the purposes aforesaid the Grantee, its employees and others authorised by the Grantee with or without vehicles, plant and equipment of any description shall have the right of ingress and egress to and from the said easement over the land of the Grantor adjoining or adjacent to the said easement to permit access to the nearest surveyed road or to such other point on the land of the Grantor as the Grantee shall consider convenient or necessary to enable the Grantee, its employees and others authorised by the Grantee to obtain access to and from the said easement.



Placed
of instructions

NTEE MUST
EPT
SONALLY

SCHEDULE

*Insert type
of instrument

This is the Schedule referred to as "EASEMENT" dated the 19th
ANNEXURE "B"
day of September 1990 comprising one page/s

RANTEE MUST (13)
CCEPT
ERSONALLY

ACCEPTED BY GRANTEE AND CERTIFIED CORRECT FOR THE PURPOSE
OF REGISTRATION BY -

GRANTEE (signature)

THE OFFICIAL SEAL OF THE)
SOUTH WEST QUEENSLAND)
ELECTRICITY BOARD WAS)
HEREUNTO AFFIXED THIS)
30th DAY OF)
January 1991 UNDER)
THE AUTHORITY OF A)
RESOLUTION OF THE BOARD BY)
JURIJ AUGUSTIN PETRIWSKYJ)
THE GENERAL MANAGER)
THEREOF IN THE PRESENCE OF)
JAMES GERARD O'REILLY)
THE SECRETARY OF THE BOARD)

.....
General Manager

.....
Secretary

In the presence of :

.....
A Justice of the Peace

OR

his/her SOLICITOR (signature)

(full name of Solicitor to

be printed)

Form 32
Queensland
Real Property Act 1861-1988
Real Property Regulations 1988

ENLARGED PANEL

Annexure "A"

*Insert type
of instrument

ANNEXURE TO * EASEMENT
DATED 19 December 1990
(To be completed by lodging party)

DEALING NO.
(office use only)

DESCRIPTION (5)
OF SERVIENT
TENEMENT
(burdened land)
* Delete if
inapplicable

VOLUME	FOLIO	COUNTY	PARISH	DESCRIPTION
Part of:				
7167	142	AUBIGNY	DRAYTON	EASEMENT F IN LOT 2 ON R.P. 17915 ON R.P. 803566 17315
Part of:				
7167	142	AUBIGNY	DRAYTON	EASEMENT G IN LOT 180 ON R.P. 17915 ON ON R.P. 803566
Part of:				
663	69	AUBIGNY	DRAYTON	EASEMENT H IN LOT 536 ON PLAN D1028 ON R.P. 803566

EASEMENT IN GROSS

GRANTOR (full name)	(1)	PETER VALIELAS				
ESTATE OR INTEREST BEING BURDENED	(2)	FEE SIMPLE				
HOW ESTATE OR INTEREST BEING BURDENED IS HELD (if more than one grantor)	(3)	STAMP DUTIES OFFICE 133-577 21				
GRANTEE (full name)	(4)	THE SOUTH WEST QUEENSLAND ELECTRICITY BOARD				
DESCRIPTION OF SERVIENT TENEMENT (burdened land) *Delete if inapplicable	(5)	Volume	Folio	County	Parish	Description
		PART OF				EASEMENT IN LOT
			"SEE ANNEXURE A"			ON R.P.
MORTGAGES, ENCUMBRANCES, ETC.	(6)	BILL OF MORTGAGE NO. H949496 So far as relates to parcel 3 only				
CONSIDERATION	(7)	ONE DOLLAR				
SHORT GENERAL DESCRIPTION OF PURPOSE OF EASEMENT	(8)	ELECTRICAL WORKS				

* Delete inapplicable words (if any) (Schedule should be completed in FORM 33 and document securely bound)

(9) THE GRANTOR FOR THE ABOVE CONSIDERATION HEREBY GRANTS TO THE GRANTEE THE EASEMENT HEREIN DESCRIBED AND THE GRANTOR AND THE GRANTEE HEREBY COVENANT WITH EACH OTHER IN TERMS OF THE #SCHEDULE HERETO AND #MEMORANDUM NO. FILED IN THE OFFICE OF THE REGISTRAR OF TITLES.

(10) SIGNED THIS 19th DAY OF December 1990

EXECUTION (11) BY GRANTOR (signature) _____

WITNESS (12) IN MY PRESENCE (signature) _____
A Justice of the Peace/Solicitor
(Full name to be printed) TREVOR WATT

GRANTEE MUST ACCEPT PERSONALLY (13) ACCEPTED BY GRANTEE "SEE ANNEXURE B"
CERTIFIED CORRECT FOR THE PURPOSE OF REGISTRATION BY—
GRANTEE (signature) "SEE ANNEXURE B"
OR
his/her SOLICITOR (signature) _____
(full name of Solicitor to be printed) _____

NOTE If the servient tenement is subject to a bill of mortgage/encumbrance, lease etc., then the consent of the mortgage/encumbrancee/lessee etc. should be completed in FORM 35 and securely bound into this document.