

# EASEMENTS & COVENANTS



<b>Covenant</b>	<b>Lots Affected</b>	<b>Purpose</b>
<b>Form 31</b>	1 - 16	Fire Fighting
<b>Easement</b>	<b>Lots Affected</b>	<b>Purpose</b>
<b>A</b>	2, 3	Water Storage & Access
<b>B</b>	3, 4, 5	Right of Way, Services & Drainage
<b>C</b>	7	Electricity Supply
<b>D</b>	11	Drainage
<b>E</b>	16	Drainage
<b>F, G</b>	2	Drainage
<b>I, J</b>	5	Drainage
<b>H, I, J</b>	3, 4, 5	Drainage



Dealing Number



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Lodger (Name, address, E-mail & phone number)  
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Street, The Gap QLD 4061  
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Lodger Code  
BE 2769

1. Covenantor

DOYLE FAMILY FARMS PTY LTD ACN 616 538 419 TRUSTEE UNDER INSTRUMENT 718 128 305

2. Description of Covenant / Lot on Plan

Lots 1 to 16 on SP357506

Title Reference

To issue from  
18225025

3. Covenantee

Moreton Bay City Council

4. Description of Covenant

The Covenantor covenants with the Covenantee pursuant to Section 97A(3)(a)(ii) of the Land Title Act 1994

5. Execution

The Covenantor being the registered owner of the lot described in item 2 covenants with the Covenantee in respect of the covenant described in item 4 and:- \*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 the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

signature  
LLOYD CERKE  
full name  
CDec Reg No 129305  
qualification

Witnessing Officer

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

Sole Director and Secretary  
Doyle Family Farms Pty Ltd ACN 616 538  
419

Covenantor's Signature

31/03/2026  
Execution Date

Covenantee's Signature

14/4/2026  
Execution Date

MARCO ALBERTI  
DELEGATED OFFICER  
COORDINATOR PLANNING  
ASSESSMENT (SOUTH)  
MORETON BAY CITY COUNCIL

Title Reference [To issue from 18225025]

This is the Schedule referred to in the Form 31 Covenant dated / / 2026

**1. DEFINITIONS AND INTERPRETATION**

- 1.1. **Council** means the Moreton Bay City Council
- 1.2. **Covenant** means the terms contained within this document and includes the Form 31 Covenant.
- 1.3. **Covenant Area** means the area to which this Covenant applies as described in Item 2 of the Form 31.
- 1.4. **Covenantor** means the Covenantor named in Item 1 of the Form 31 and the Covenantor's successors in title as owners of the Land from time to time.
- 1.5. **Development Approval** means the approval granted by the Council with the reference DA/2024/0338 and any change or amendment to such Development Approval.
- 1.6. **Item** means an item of the Form 31 of this Covenant.
- 1.7. **Land** means Lot 2 on RP 134799 containing the Covenant Area and any land created in lieu thereof by registration of any plan and howsoever described.
- 1.8. **Legislative Instrument** includes a local law as defined in the *Local Government Act 2009 (QLD)*.
- 1.9. **Planning Scheme** has the meaning given to it in the *Planning Act 2016 (QLD)*.
- 1.10. **Water Sensitive Residential House** means a Dwelling House\* that has an on-site water supply with a minimum capacity of at least 10,000 litres located within 10m of a Dwelling\* that is exclusively available for fire fighting purposes and not used for any other purpose. The on site water supply may be in the form of a swimming pool, accessible dam or tank with fire brigade tank fittings or other options acceptable to the relevant authority for water extraction from the water supply. \* As defined in Schedule 24 of the Planning Regulation 2017 as amended.
- 1.11. The headings in this Covenant are for convenience only and do not affect its interpretation.
- 1.12. References to:
  - (a) the singular includes the plural and the plural includes the singular;
  - (b) one gender includes each other gender;
  - (c) a person includes a body corporate;
  - (d) a party includes the party's executors, administrators, successors and any assignee of this Covenant.

**2. COVENANT**

This Covenant is entered into between the Covenantor and Covenantee pursuant to Section 97A(3)(a) of the *Land Title Act 1994 (Qld)* to ensure that the Land is to be used only for the purpose of construction of a Water Sensitive Residential House within the Covenant area.

**3. ACKNOWLEDGEMENTS**

The parties acknowledge and agree that the registration of the Covenant is a condition of the Development Approval.

**4. COVENANTOR'S OBLIGATIONS**

- 4.1. The Covenantor covenants and agrees with the Council that it will at all times comply with the conditions of the Development Approval and the Stormwater Management Plan with respect to the Covenant Area.
- 4.2. The Covenantor must:
  - (a) ensure a rainwater tank with a minimum capacity of 10,000 litres is installed on each of the lots;
  - (b) ensure the rainwater tank is fitted with fire brigade tank fittings or other options acceptable to the relevant authority
  - (c) Is located within 10.0metres of the Dwelling House\*; and
  - (d) is exclusively available for firefighting purposes and not used for any other purpose.
- 4.3. For the avoidance of doubt, the obligations under this clause 4 strictly rest with the Covenantor and are continuing obligations on the Covenantor and continue to apply to the Covenantor notwithstanding that the Covenantor may not have possession of the land.

**5. POWERS OF ENTRY**

- 5.1. The Council, Emergency Services and its members, officers, agents, servants, employees, contractors and sub-contractors and other persons authorised by it at all times, may enter into and upon the Land with any necessary plant and equipment for the following purposes:
  - (a) Examining, inspecting, testing and monitoring the state and condition of the Covenant Area;
  - (b) Ascertaining whether the obligations of the Covenantor in clause 4 have been duly performed and fulfilled;
  - (c) Making good any breach of the obligations of the Covenantor under clause 4, at the cost and expenses of the Covenantor; and
  - (d) Exercising the Council's rights under clause 6.
- 5.2. The Council must give reasonable notice of any intention to enter the Land, except in cases of emergency or where the Council believes on reasonable grounds that the delay in giving notice is prejudicial to its obligations or rights under this Covenant.

Title Reference [To issue from 18225025]

**6. REMEDY FOR NON-COMPLIANCE**

- 6.1. In the event of non-compliance with the obligations in clause 4, the Council may issue a written notice to the Covenantor requiring the Covenantor to rectify the non-compliance ("the Rectification Notice").
- 6.2. The Covenantor must comply with the Rectification Notice within fourteen (14) days of the issue of the Rectification Notice or such other reasonable time period as may be specified in the Rectification Notice, regardless of whether or not the Covenantor is responsible for the non-compliance.
- 6.3. If the Covenantor fails to comply with the Rectification Notice within the time allowed in accordance with clause 6.2, the Council may, by itself or by an agent or contractor, enter the Covenant Area, perform any works required to rectify the non-compliance and recover all of the costs of performing the work as a debt from the Covenantor payable on demand.
- 6.4. A liquidated debt referred to in clause 6.3 is taken to be rates of the Council which are levied and recoverable pursuant to the *Local Government Act 2009*.

**7. DEFAULT BY COVENANTOR**

- 7.1. The Council may exercise its power under the *Planning Act 2016* (Qld) and other statutory provisions in the event of a breach of this Covenant.
- 7.2. Subject to the Covenantor complying with the obligations in clause 4, the Covenantor shall not be responsible for any damage to the Covenant Area caused by any natural occurrence or significant weather event.
- 7.3. The Covenantor is liable only for breaches of this Covenant that occur while the Covenantor is the registered Covenantor of any interest in the Land.

**8. SERVICE**

- 8.1. A notice is sufficiently made, given or served by a party if left at or forwarded by prepaid post in an envelope addressed to the other party or any of them (where there are more persons than one comprising the other party) at the address of that party.
- 8.2. A notice if sent by prepaid post is deemed to have been made, given or served at the time when in the due course of the post it would be delivered at the address to which it is directed whether or not it is actually received.
- 8.3. In proving service of a notice made, given or served by the Council it is only necessary for the Council to certify to that effect under the hand of the Chief Executive Officer of the Council.
- 8.4. A notice given by a party must be in writing and signed by the party, an officer of that party or the solicitor of that party.
- 8.5. A party receiving a notice is not obliged to enquire as to the authority of the person signing the notice.

**9. COVENANT RUNS WITH THE LAND**

This Covenant burdens the Land and runs with the Land and binds the successors to title to the Land and to any parcel into which that Land is reconfigured by any means.

**10. NO EFFECT ON RATES AND CHARGES AND COMPLIANCE WITH LAWS**

- 10.1. For the avoidance of doubt, nothing in this Covenant:
  - (a) Affects the liability of the Covenantor to:
    - (i) Pay all taxes, rates, charges and levies lawfully imposed in respect of the Land; and
    - (ii) Comply with all relevant laws (including the Planning Scheme applying to the Land); and
  - (b) Imposes a liability on the Council to make a monetary payment to the Covenantor in the form of compensation or otherwise.

**11. REGISTRATION**

- 11.1. The Covenantor shall do everything necessary at the Covenantor's expense to ensure that this Covenant is registered against the title to the Land as soon as it is reasonably practicable.
- 11.2. The Council shall do everything necessary (including executing any documents) to give effect to this Covenant and the transactions contemplated by it.

**12. INDEMNITY**

The Covenantor hereby indemnifies and holds the Council harmless from and against any claim, right, actions, remedy, cause of action, loss, damage, expense or liability incurred, suffered or asserted by the Covenantor or anyone else in connection with the performance of this Covenant by the Covenantor or its breach by the Covenantor or in connection with any negligence or other legal wrong of the Covenantor.

**13. NO OBLIGATIONS ON COUNCIL**

**Title Reference [To issue from 18225025]**

The rights given to the Council by this Covenant are permissive only and nothing in this Covenant imposes any duty of any kind on the Council to anyone or obliges the Council to perform any act or incur any expense for any of the purposes set out in this Covenant.

**14. WAIVER**

No waiver by the Council of any breach by the Covenantor of any of the provisions of this Covenant shall be implied against the Council or be otherwise effective unless it is in writing under the hand of the Chief Executive Officer of the Council.

**15. LACHES AND DELAY**

No laches or delay by the Council at any time or times in enforcing any of its rights, powers and the like under this Covenant prejudice or affect those rights or powers.

**16. SEVERANCE**

If any provision of this Covenant cannot be given effect or full force and effect by reason of statutory invalidity that provision shall be severed or read down but so as to maintain and uphold so far as possible the remaining provisions of this Covenant.

**17. ENDUREMENT**

This Covenant binds the parties to it and their respective successors, assigns, heirs, executors and administrators.

**18. TIME**

Time shall, in all cases, be of the essence in this Covenant.

**19. CONFLICT**

Nothing in this Covenant will limit any right to the Council pursuant to any easement or other document granted to or that benefits the Council in the Covenant Area registered before or after the creation of this Covenant.

**20. INSPECTION OF DEVELOPMENT APPROVALS, ETC**

Any person wishing to inspect any plan, Development Approval or any other document available for public inspection by this Covenant may do so after making application to the Council on the conditions set from time to time by the Council including the payment of the Council's prescribed fees, adherence to the Council's prescribed time limits and provision of any other information that the Council may require to process the application.

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<b>1. Grantor</b> DOYLE FAMILY FARMS PTY LTD A.C.N. 616 538 419 TRUSTEE UNDER INSTRUMENT 718128305	<b>Lodger</b> (Name, address, E-mail & phone number) HOLLINGWORTH & SPENCER 9/8 MOUNT GLORIOUS ROAD, SAMFORD VILLAGE QLD 4520 (07) 3123 5750 adamr@hslawyers.com.au	<b>Lodger Code</b> BE 2769
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<b>2. Description of Easement/Lot on Plan</b> Servient Tenement (burdened land) EASEMENT A IN LOT 3 ON SP357506	<b>Title Reference</b>  TO ISSUE OUT OF 18225025
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#Dominant Tenement (benefited land) # not applicable if easement in gross LOT 2 ON SP357506	  TO ISSUE OUT OF 18225025
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<b>3. Interest being burdened</b> FEE SIMPLE	<b>#4. Interest being benefited</b> FEE SIMPLE # not applicable if easement in gross
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<b>5. Grantee</b> Given names	Surname/Company name and number (include tenancy if more than one) DOYLE FAMILY FARMS PTY LTD A.C.N. 616 538 419 TRUSTEE UNDER INSTRUMENT 718128305
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<b>6. Consideration</b> \$1.00	<b>7. Purpose of easement</b> WATER STORAGE AND ACCESS
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**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

DOYLE FAMILY FARMS PTY LTD A.C.N. 616 538 419

.....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)

13, 2, 26  
Execution Date

  
Sole Director and Secretary.....  
Grantor's Signature

DOYLE FAMILY FARMS PTY LTD A.C.N. 616 538 419

.....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)

13, 2, 26  
Execution Date

  
Sole Director and Secretary.....  
Grantee's Signature

**Title Reference to Issue out of 18225025**

This is the Schedule referred to in Easement dated the .....day of ..... 2026.

DOYLE FAMILY FARMS PTY LTD A.C.N. 616 538 419 TRUSTEE UNDER INSTRUMENT 718128305, the registered owner of the Servient Tenement described as Item 2 of the Form 9, (the "**Grantor**") and DOYLE FAMILY FARMS PTY LTD A.C.N. 616 538 419 TRUSTEE UNDER INSTRUMENT 718128305, the registered owner of the Dominant Tenement described at Item 2 of the Form 9, (the "**Grantee**") hereby covenant and agree with each other in the following terms:

**1. INTERPRETATION**

1.1 In this Easement, unless the context otherwise requires:

**Dam** means the existing dam located on the Dominant Land (and includes any associated inlet/outlet works and immediate surrounds reasonably required for operation and maintenance).

**Easement Area** means Easement A, including any access track and any area for pipes, pump, and fittings.

**Dominant Land** means the land described in Item 2 of the Form 9.

**Servient Land** means the land described in Item 2 of the Form 9.

**Grantee** means the registered owner from time to time of the Dominant Land.

**Grantor** means the registered owner from time to time of the Servient Land.

**Infrastructure** means any plant, equipment or Water Infrastructure including things for the purpose of supplying, passing or conveying water or for drainage purposes and also includes pipes, drains, surface manholes, vents, marker posts, plates and any plant, equipment or fittings connected with or appurtenant to any of those things.

**Permitted Use** means domestic purposes, for use only on the Dominant Land.

**Water** includes natural spring water, storm water, runoff, overflow and any impounded water within the Easement Area arising from the Dam and its operation.

**Water Infrastructure** means any pump, pipes, hoses, suction line, foot valve, filter, meter, power supply (if any), and associated fittings installed by the Grantee in the Easement Area for the Purpose.

1.2 If the Grantor or the Grantee consists of two or more persons at any time:

- a. a reference in this easement to that party is to be read as a reference to each of those persons individually, and each combination of them jointly; and
- b. those persons are bound and benefited by this easement both individually and in each combination of them jointly.

1.3 References to:

- a. a person includes a corporation, partnership, incorporated association, body corporate, unincorporated body, instrumentality of the Crown and any statutory, public or local authority;
- b. a corporation have the same meaning as in the Corporations Law; and
- c. any statute or statutory provision include all consolidations, re-enactments and substitutions thereof all as amended from time to time and the regulations, by-laws and orders for the time being in force thereunder.

1.4 Words importing:

- a. Any gender includes all other genders; and
- b. The singular includes the plural and vice versa.

**Title Reference to Issue out of 18225025**

1.5 Headings are inserted for guidance only and do not affect the content of any parts or clause. References to parts and clauses shall be construed as references to parts and clauses of this Easement.

1.6 This Easement shall be governed by the laws of Queensland.

**2. GRANT OF EASEMENT**

2.1 The Grantor grants to the Grantee an Easement over the Burdened Land to:

- a. permit the impoundment, storage, ponding and backwater effects of Water within the Easement Area as part of the operation of the Dam; and
- b. permit the overflow, discharge, flow, seepage and/or inundation of Water within and across the Easement Area associated with the Dam (including during rainfall events); and
- c. permit access and Works reasonably required to operate, inspect, maintain, repair, replace, upgrade and make safe the Dam and associated Works; and
- d. reserve to the Grantor a right to draw Water for the Grantor's use in accordance with clause 2.3 drawing water from Easement A;
- e. any other drainage purposes; and
- f. the exercise by the Grantee of the other rights given to the Grantee by this Easement including installation, operation and maintenance of the Infrastructure and necessary access associated with it.

2.2 The Grantee may, for the purposes in clause 2, do all things reasonably necessary within the Easement Area, including to:

- a. store, pond, impound, detain and retain Water within the Easement Area;
- b. allow Water to overflow and/or discharge into, across and from the Easement Area;
- c. inspect, monitor (including instrumentation), maintain, repair, replace, make safe the Dam insofar as they affect the Easement Area;

2.3 Subject to this Easement, the Grantor may:

- a. **Take water:** draw, take, and pump water from the Dam.
- b. **Install and keep infrastructure:** install, operate, inspect, maintain, repair, replace, and renew Water Infrastructure within the Easement Area reasonably necessary for the Purpose.
- c. **Access:** enter the Servient Land with people, vehicles, plant and equipment at reasonable times to exercise the rights under this Easement.
- d. **Ancillary rights:** do anything reasonably necessary for the effective use of the Easement, provided it is consistent with this Easement.

2.4 The Grantee must when exercising rights under this easement:

- a. minimise unnecessary interference with the Grantor's lawful use of the Servient Land; and
- b. as soon as practicable, reinstate disturbed areas to a condition reasonably similar to their condition immediately prior to the works, subject to reasonable wear and the nature of the Works.

**Title Reference to Issue out of 18225025**

- 2.5 Unless the Grantee gives prior written consent (which may be conditional), the Grantor must not within the Easement Area:
- a. erect buildings or structures, place fill, excavate, drill, or materially alter ground levels;
  - b. obstruct, interfere with, or damage the Dam, Works or Water flow paths (including spillway and overflow paths);
  - c. plant trees or deep-rooted vegetation likely to interfere with embankments, pipelines, seepage control measures or access;
  - d. fence, gate or otherwise restrict access in a way that prevents the Dominant Owner exercising its rights (except that stock-proof fencing may be installed if it includes an access gate and does not impede access);
  - e. carry out any activity that materially increases erosion, instability, contamination or sedimentation affecting the Easement Area or the Dam; or
  - f. take any action that materially reduces the storage or hydraulic performance of the Easement Area for the purpose in clause 2.
- 2.6 The Grantee acknowledges that the Easement Area may be inundated from time to time and accepts that inundation is a contemplated incident of this easement.
- 3. Compliance with law and water entitlements**
- 3.1 The Grantee must exercise the rights under this Easement in compliance with all applicable laws, approvals and requirements, including the Water Act 2000 (Qld) and any applicable water plan, licence, permit, development approval, or allocation.
- 3.2 Nothing in this Easement is to be construed as:
- a. granting a water entitlement; or
  - b. warranting that water may lawfully be taken, used or traded.
- 3.3 If any authority requires a licence/permit/approval for the taking or use of water for the Permitted Use, the Grantee must obtain and maintain it at the Grantee's cost.
- 3.4 The Grantee may take water only to the extent reasonably required for the Permitted Use, acting reasonably and in good faith, and must not take water in a way that materially interferes with the Grantor's reasonable requirements for domestic use including irrigation and firefighting on the Servient Land.
- 4. No contamination / biosecurity**
- 4.1 The Grantor and Grantee must not contaminate the Dam or surrounding land, and must ensure fuels, lubricants and chemicals are handled to prevent spills.
- 4.2 The Grantor and Grantee must comply with reasonable biosecurity measures notified by the Grantor (for example, wash-down of equipment) where those measures are reasonably necessary to prevent spread of pests, weeds or disease.
- 5. Interference and use by the Grantor**
- 5.1 The Grantor may continue to use the Servient Land and the Dam in any manner that does not materially and unreasonably interfere with the Grantee's rights under this Easement.
- 5.2 The Grantee must exercise rights so as to cause as little interference as reasonably practicable to the Grantor's use and enjoyment of the Servient Land.

**Title Reference to Issue out of 18225025**

**6. NO OBSTRUCTION**

The Grantor and the Grantee will not at any time or times obstruct the rights hereby granted to do anything which will or may at any time or from time to time prevent or restrict the Grantor, the Grantee or any other persons for the time being entitled to use the said rights.

**7. DAMAGE TO SURFACE OF SERVIENT TENEMENT**

Where the Grantee or their employees and invitees:

- a. cause damage to the surface of the servient tenement by overloading the same or reckless or negligent driving or by some other means; or
- b. cause damage to the structure of the surface (including but not limited to batters, formation and pavement) and any drains beside the surface and pipes beside or under the surface and their structures within the servient tenement,

the Grantee will at its own cost and expense repair the surface of the servient tenement to good and proper trafficable repair and condition and as reasonably required by the Grantor as soon as practicable and no later than twenty-eight (28) days from notice in that regard from the Grantor to the Grantee failing which the Grantor may attend to same and then the Grantee shall pay the cost thereof to the Grantor within twenty-eight (28) days of demand.

**8. FENCES NOT TO BE ERECTED**

- 8.1 Neither the Grantee nor Grantor will build or permit to be built or erected any fence or wall on any part of the boundary between the dominant tenement and servient tenement which would in any way restrict the rights hereunder.
- 8.2 The Grantor may build or permit to be built or erected a fence on a part of the boundary between the dominant tenement and servient tenement provided that it would not restrict the rights hereunder and the purpose of the fence must be one of the following reasons:
  - a. Keep in pets and/or livestock; or
  - b. Protecting the Grantor's privacy; and
- 8.3 the Grantor must:
  - a. Comply with all building requirements and local authority requirements in building the fence; and
  - b. Be responsible for the cost of the build of the fence and any repair, maintenance and replacement of the fence.

**9. No Merger; Running with Land**

- 9.1 The rights and obligations under these terms:
  - a. attach to and benefit the Dominant Land and burden the Servient Land; and
  - b. bind successors in title and persons claiming through them.
- 9.2 The easement rights are in addition to (and do not merge with) any rights the parties may have at law.

**10. NOTICES**

- a. A notice to be given under this Easement must be in writing.
- b. Notices are effectively given if:
  - i. delivered or posted to the other party; or

**Title Reference to Issue out of 18225025**

- ii. sent to the email address of the other party.
- c. Posted notices will be treated as given 6 business days after posting.
- d. Notices sent by email will be treated as given when the sender obtains a delivery report confirming that it has been delivered to the recipient's inbox.
- e. Notices given after 5.00pm will be treated as given on the next business day.

**11. DISPUTES**

11.1 Where a dispute arises under this Easement between the parties, the parties must comply with the following dispute resolution process:

- a. the complainant will notify the other party of the dispute by giving the other party written notice specifying:
  - i. the nature of the dispute;
  - ii. the outcome required by the complainant; and
  - iii. The action the complainant believes will settle the dispute.
- b. The parties will attempt to resolve the dispute by mutual negotiation.
- c. In the event that the parties are unable to reach a resolution of the dispute within two weeks either of the parties may by notice in writing advise the other of them it seeks to have the dispute resolved by mediation.
- d. Within 7 days thereafter, the parties may refer the matter to a mutually agreed mediator or, if the parties are unable to agree on the person to be appointed the mediator, then a person nominated by the President for the time being of the Queensland Law Society Inc.
- e. The mediator:
  - i. will have the right to determine the time, place and procedures for the mediation;
  - ii. may or may not allow the appearance of lawyers on behalf of the parties; and
  - iii. will be entitled to engage experts in other fields to assist in the determination where that is reasonably necessary having regard to the nature of the dispute.
- f. Both parties must attend the mediation and make a determined and genuine effort to resolve the dispute.
- g. The parties to the mediation will agree that in the absence of manifest error, the decisions of the mediator will be final and binding upon the parties.
- h. The costs of the mediator and any experts to the mediator must be borne by the Parties equally.
- i. This clause 8 does not prevent any party from seeking urgent interlocutory or declaratory relief from a court of competent jurisdiction where, in that party's reasonable opinion, that action is necessary to protect that party's rights.

**12. FURTHER ASSURANCES**

The Grantor and the Grantee shall each wherever reasonably required by the other party execute further documents and do all such other acts, deeds and things as may be necessary for the purpose of giving full effect to this Grant of Easement.

**Title Reference to Issue out of 18225025**

**13. JOINT AND SEVERAL**

Where the Grantor comprises more than one person then each such person shall be bound jointly and severally in respect of the covenants on the part of the Grantor herein.

Where the Grantee comprises more than one person then each such person shall be bound jointly and severally in respect of the covenants on the part of the Grantee herein.

Dealing Number



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<b>1. Grantor</b> DOYLE FAMILY FARMS PTY LTD A.C.N. 616 538 419 TRUSTEE UNDER INSTRUMENT 718128305	<b>Lodger</b> (Name, address, E-mail & phone number) HOLLINGWORTH & SPENCER 9/8 MOUNT GLORIOUS ROAD, SAMFORD VILLAGE QLD 4520 (07) 3123 5750 adamr@hslawyers.com.au	<b>Lodger Code</b> BE 2769
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<b>2. Description of Easement/Lot on Plan</b> Servient Tenement (burdened land) EASEMENT B IN LOT 4 ON SP357506  #Dominant Tenement (benefited land) # insert "Not applicable" if easement in gross LOTS 3 AND 5 ON SP357506	<b>Title Reference</b>  TO BE ISSUED FROM 18225025  TO BE ISSUED FROM 18225025
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<b>3. Interest being burdened</b> FEE SIMPLE	<b>#4. Interest being benefited</b> FEE SIMPLE # insert "Not applicable" if easement in gross
---	---

<b>5. Grantee</b> Given names	Surname/Company name and number (include tenancy if more than one) DOYLE FAMILY FARMS PTY LTD A.C.N. 616 538 419 TRUSTEE UNDER INSTRUMENT 718128305
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<b>6. Consideration</b> \$1.00	<b>7. Purpose of easement</b> RIGHT OF WAY, SERVICES AND DRAINAGE
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**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**

DOYLE FAMILY FARMS PTY LTD ACN 616 538 419

.....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)

  
 13 12 26  
 Execution Date Sole Director and Secretary .....  
 Grantor's Signature

DOYLE FAMILY FARMS PTY LTD ACN 616 538 419

.....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)

  
 13 12 26  
 Execution Date Sole Director and Secretary .....  
 Grantee's Signature

**Title Reference to Issue out of 18225025**

This is the Schedule referred to in Easement dated the                      day of                      2026.

The registered owners of the servient tenement described in Item 2 of the Form 9, hereinafter called (the "Grantor") and the registered owner of the dominant tenements described in Item 2 of the Form 9, hereinafter called (the "Grantee") hereby covenant and agree with each other in the following terms:

**1. GRANT OF EASEMENT – ACCESS**

The Grantor hereby grants to the Grantee the non-exclusive full and free right and liberty of way and passage at all times of the day and night at their will and pleasure to go, return, pass and repass with or without passenger motor vehicles, delivery vehicles, courier vehicles, trucks and similar use laden or unladen into along and over the servient tenement for all purposes whatsoever in connection with access to and the use and enjoyment of the dominant tenement.

**2. GRANT OF EASEMENT – SERVICES**

2.1 The Grantor hereby further grants to the Grantee the non-exclusive full and free right and liberty and uninterrupted passage and running of water, sewerage, drainage, gas, electricity, telephone, communications and any other services or supplies to or from the dominant tenement through, over and along the pipes, drains, mains, channels, gutters, water courses, wires, dabbles, conduits and all other conducting media together with all government authority and/or service provider. The Services include such Infrastructure which may be now or at any time in the future laid in, along, over or under the servient tenement for the use and enjoyment of the dominant tenement.

2.2 The rights granted by clause 2.1 specifically permit:

- a. the installation, maintenance, replacement and removal of the Services;
- b. the obtaining of free and uninterrupted access to the Services with or without agents, consultants or contractors;
- c. the utilisation of all necessary vehicles, equipment, machinery, tools and materials considered necessary by the Grantee doing as little damage as possible; and
- d. the excavation of the land in the servient tenement.

2.3 In exercising any rights granted under this Easement, the Grantee shall do so in a reasonable manner. In particular, the Grantee shall not make or allow any person to cause to unreasonable degree any noise, nuisance or disturbance likely to interfere in any way with the peaceful enjoyment of the Grantor's land or by any other owner in the vicinity of the servient tenement.

**3. DRAINAGE**

3.1 The Grantor grants to the Grantee an Easement over the Servient Tenement for the purposes of:

- a. supplying, passing or conveying water and drainage to, through or across Easement B;
- b. any other drainage purposes; and
- c. the exercise by the Grantee of the other rights given to the Grantee by this Easement.

3.2 The Grantee may:

- a. install, repair, remove, replace, clean, clear and alter any Infrastructure on, in or under the Servient Tenement from time to time;
- b. inspect or survey the Servient Tenement, or any Infrastructure on it, from time to time;
- c. undertake mowing, slashing and vegetation control or removal on the Servient Tenement from time to time;

**Title Reference to Issue out of 18225025**

- d. break open the soil of the Servient Tenement (both on the surface and subsurface) for the purpose of doing or getting ready to do any of the other things that the Grantee can do under this Easement;
- e. enter the Servient Tenement for the purpose of doing or getting ready to do any of those things;
- f. enter and traverse any land owned or occupied by the Grantor for the purpose of going to or from the Servient Tenement;
- g. pull down or break open any fencing on or adjacent to the Servient Tenement in order to enter it (but only after giving reasonable prior notice to the Grantor if any livestock are contained within the fenced area); and
- h. take anything onto the Servient Tenement (and any other land owned or occupied by the Grantor) when entering it and use and operate what has been taken onto the Servient Tenement.

3.3 The Grantee does not need to exercise its rights and powers under this easement personally. It may authorise other people to exercise those rights and powers.

3.4 In exercising its rights and powers under this Easement, the Grantee must:

- a. ensure that any work it does on the Servient Tenement is done properly;
- b. cause as little inconvenience as is reasonably practicable to the Grantor;
- c. restore the Servient Tenement as nearly as is reasonably practicable to its former condition if the Servient Tenement is damaged or changed by the Grantee; and
- d. make good any damage suffered by the Grantor to the extent that the damage results from the exercise by the Grantee of its rights and powers under this Easement.

3.5 The Grantor must:

- a. not erect any building, structure, pipeline, road, fence, driveway or paving on the Servient Tenement without the consent of the Grantee;
- b. maintain and repair, and not change, any building, structure, pipeline, road, fence, driveway or paving on the Servient Tenement (other than removing one erected on the Servient Tenement in breach of this Easement);
- c. not alter the ground level of the Servient Tenement or change its topography;
- d. not plant trees on the Servient Tenement;
- e. not crop, dig or plough Servient Tenement;
- f. exercise reasonable care to ensure that any Infrastructure on the Servient Tenement from time to time is not damaged;
- g. not trespass on any Infrastructure on the Servient Tenement from time to time;
- h. not cause a nuisance that adversely affects the Grantee's rights and powers under this Easement or any Infrastructure on the Servient Tenement from time to time;
- i. promptly abate any such nuisance; and
- j. use the Grantor's best endeavours to prevent anyone else doing any of the things that the Grantor is required not to do under this Easement and not allow anyone else to do any of those things.

**Title Reference to Issue out of 18225025**

**4. COSTS OF MAINTENANCE**

4.1 The costs of maintaining the Services and Infrastructure associated with the Services or Drainage will be borne in the following manner:

- a. where the Services or Infrastructure benefit the Dominant Tenements, the costs shall be borne by the registered owner of the Dominant Tenements solely;
- b. where the Services or Infrastructure benefit the Servient Tenement, the costs shall be borne by the registered owners of the Servient Tenement solely; and
- c. where the Services or Infrastructure benefit both the Dominant Tenements and Servient Tenement, the registered owner of the Dominant Tenement and Servient Tenement shall contribute in equal shares.

**5. NO OBSTRUCTION**

The Grantor and the Grantee will not at any time or times obstruct the rights hereby granted to do anything which will or may at any time or from time to time prevent or restrict the Grantor, the Grantee or any other persons for the time being entitled to use the said rights.

**6. NO PARKING**

Neither the Grantor nor the Grantee will:

- a. suffer, permit or allow any vehicle of any description or any obstruction of any kind to stand or remain in or upon the servient tenement in such a way that it may delay or interfere with the rights of the other users thereof except as permitted herein, nor
- b. suffer, permit or allow any damage other than fair wear and tear to occur to the servient tenement by overloading or otherwise.

**7. DAMAGE TO SURFACE OF SERVIENT TENEMENT**

Where the Grantees or their employees and invitees:

- a. cause damage to the surface of the servient tenement by overloading the same or reckless or negligent driving or by some other means; or
- b. causes damage to the structure of the surface (including but not limited to batters, formation and pavement) and any drains beside the surface and pipes beside or under the surface and their structures within the servient tenement,

the Grantee will at its own cost and expense repair the surface of the servient tenement to good and proper trafficable repair and condition and as reasonably required by the Grantor as soon as practicable and no later than twenty-eight (28) days from notice in that regard from the Grantor to the Grantee failing which the Grantor may attend to same and then the Grantee shall pay the cost thereof to the Grantor within twenty-eight (28) days of demand.

**8. FENCES NOT TO BE ERECTED**

Neither the Grantee nor Grantor will build or permit to be built or erected any fence or wall on any part of the boundary between the dominant tenement and servient tenement which would in any way restrict the rights hereunder.

The Grantor may build or permit to be built or erected a fence on a part of the boundary between the dominant tenement and servient tenement provided that it would not restrict the rights hereunder and the purpose of the fence must be one of the following reasons:

**Title Reference to Issue out of 18225025**

- a. Keep in pets and/or livestock; or
- b. Protecting the Grantor's privacy; and

the Grantor must:

- a. Comply with all building requirements and local authority requirements in building the fence; and
- b. Be responsible for the cost of the build of the fence and any repair, maintenance and replacement of the fence.

**9. COSTS OF REPAIR**

The Grantor and Grantee will equally bear the cost and expense of keeping the surface of the servient tenement in good and proper trafficable repair and condition and shall cause all necessary works to be carried out from time to time as become necessary from fair wear and tear. The Grantor shall not carry out any works without first giving to the Grantee notice except in the case of emergency or necessity of which the Grantor shall have the onus of proving.

**10. DISPUTES**

Where a dispute arises under this Easement between the parties, the parties must comply with the following dispute resolution process:

- a. the complainant will notify the other party of the dispute by giving the other party written notice specifying:
  - i. the nature of the dispute:
  - ii. the outcome required by the complainant; and
  - iii. The action the complainant believes will settle the dispute.
- b. The parties will attempt to resolve the dispute by mutual negotiation.
- c. In the event that the parties are unable to reach a resolution of the dispute within two weeks either of the parties may by notice in writing advise the other of them it seeks to have the dispute resolved by mediation.
- d. Within 7 days thereafter, the parties may refer the matter to a mutually agreed mediator or, if the parties are unable to agree on the person to be appointed the mediator, then a person nominated by the President for the time being of the Queensland Law Society Inc.
- e. The mediator:
  - i. will have the right to determine the time, place and procedures for the mediation;
  - ii. may or may not allow the appearance of lawyers on behalf of the parties; and
  - iii. will be entitled to engage experts in other fields to assist in the determination where that is reasonably necessary having regard to the nature of the dispute.
- f. Both parties must attend the mediation and make a determined and genuine effort to resolve the dispute.
- g. The parties to the mediation will agree that in the absence of manifest error, the decisions of the mediator will be final and binding upon the parties.
- h. The costs of the mediator and any experts to the mediator must be borne by the Parties equally.

**Title Reference to Issue out of 18225025**

- i. This clause 10 does not prevent any party from seeking urgent interlocutory or declaratory relief from a court of competent jurisdiction where, in that party's reasonable opinion, that action is necessary to protect that party's rights.

**11. INTERPRETATION**

11.1 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 and their and each of their employees, invitees and customers;
- b. the expression the "**Grantee**" shall include the respective transferees and assigns of the Grantee 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 dominant tenement and their and each of their employees, invitees and customers;
- c. words importing the singular number include the plural number and vice versa and words importing any gender include the other gender and words importing only persons include corporations and/or associations and/or bodies and vice versa in each respective case.

11.2 In this easement "**Infrastructure**" means any plant, equipment or things for the purpose of supplying, passing or conveying water or for drainage purposes and also includes pipes, drains, surface manholes, vents, marker posts, plates and any plant, equipment or fittings connected with or appurtenant to any of those things.

**12. FURTHER ASSURANCES**

The Grantor and the Grantee shall each wherever reasonably required by the other party execute further documents and do all such other acts, deeds and things as may be necessary for the purpose of giving full effect to this Grant of Easement.

**13. JOINT AND SEVERAL**

Where the Grantor comprises more than one person then each such person shall be bound jointly and severally in respect of the covenants on the part of the Grantor herein.

Where the Grantee comprises more than one person then each such person shall be bound jointly and severally in respect of the covenants on the part of the Grantee herein.

Dealing Number



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Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Titles Queensland website.

<b>1. Grantor</b> DOYLE FAMILY FARMS PTY LTD ACN 616 538 419 TRUSTEE UNDER INSTRUMENT 718128305	<b>Lodger</b> (Name, address, E-mail & phone number) HOLLINGWORTH & SPENCER LAWYERS 9/8 MOUNT GLORIOUS ROAD, SAMFORD VILLAGE QLD 4520 (07) 3123 5750 adamr@hslawyers.com.au	<b>Lodger Code</b> BE 2769
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<b>2. Description of Easement/Lot on Plan</b> Servient Tenement (burdened land) EASEMENT C ON LOT 7 ON SP357506	<b>Title Reference</b> TO BE ISSUED FROM 18225025
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#Dominant Tenement (benefited land)

# insert "Not applicable" if easement in gross

NOT APPLICABLE

<b>3. Interest being burdened</b> FEE SIMPLE	<b>#4. Interest being benefited</b> NOT APPLICABLE # insert "Not applicable" if easement in gross
---	---

<b>5. Grantee</b> Given names	Surname/Company name and number (include tenancy if more than one) ENERGEX LIMITED ACN 076 849 055	
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<b>6. Consideration</b> \$1.00	<b>7. Purpose of easement</b> ELECTRICITY SUPPLY
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**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. 708346714

\* delete if not applicable

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

.....signature

DOYLE FAMILY FARMS PTY LTD ACN 616 538  
419

.....full name

13/12/26 Execution Date

*M. Doyle* Sole Director and Secretary .....  
**Grantor's Signature**

.....qualification  
**Witnessing Officer**

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

SHANNON O'CONNOR

Energex Limited A.C.N. 078 849 055 by its attorney  
Samantha Goleby-Williams (A/Property Management  
Manager) of Energy Queensland Limited A.C.N. 612  
535 583 under Power of Attorney No. 722916228

*Melissa*.....signature

*MELISSA NICOLE COSMO*.....full name

*JP (QUAL) REG. NO. 111202*.....qualification

**Witnessing Officer**

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

19/12/26 Execution Date

*[Signature]*.....  
**Grantee's Signature**

Duty Imprint

Dealing Number



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<b>1. Grantor</b> DOYLE FAMILY FARMS PTY LTD A.C.N. 616 538 419 TRUSTEE UNDER INSTRUMENT 718128305	<b>Lodger</b> (Name, address, E-mail & phone number) HOLLINGWORTH & SPENCER LAWYERS 9/8 MOUNT GLORIOUS ROAD, SAMFORD VILLAGE QLD 4520 (07) 3123 5750 adamr@hslawyers.com.au	<b>Lodger Code</b> BE 2769
---	--	-------------------------------

<b>2. Description of Easement/Lot on Plan</b> Servient Tenement (burdened land) EASEMENT D IN LOT 11 ON SP357506 EASEMENT E IN LOT 16 ON SP357506 EASEMENT F IN LOT 2 ON SP357506 EASEMENT G IN LOT 2 ON SP357506 EASEMENT I IN LOT 5 ON SP357506 EASEMENT J IN LOT 5 ON SP357506 EASEMENT L IN LOT 12 ON SP357506 EASEMENT N IN LOT 13 ON SP357506  #Dominant Tenement (benefited land)	<b>Title Reference</b>  TO BE ISSUED FROM 18225025
---	---

# insert "Not applicable" if easement in gross  
NOT APPLICABLE

<b>3. Interest being burdened</b> FEE SIMPLE	<b>#4. Interest being benefited</b> NOT APPLICABLE
---	---

# insert "Not applicable" if easement in gross

<b>5. Grantee</b> Given names	Surname/Company name and number MORETON BAY CITY COUNCIL ABN 92 967 232 136	(include tenancy if more than one)
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<b>6. Consideration</b>	<b>7. Purpose of easement</b> DRAINAGE
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**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. 702748303

\* delete if not applicable

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

DOYLE FAMILY FARMS PTY LTD ACN 616 538 419

.....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  
 LLOYD CELERE .....full name  
 CDec Reg No 129305 .....qualification

**Witnessing Officer**

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

*[Signature]*  
 13/2/2016 Execution Date Sole Director and Secretary .....  
 Grantor's Signature

*[Signature]*  
 14/4/2016 Execution Date  
 MARCO ALBERTI DELEGATED OFFICER  
 COORDINATOR PLANNING ASSESSMENT  
 (SOUTH)  
 MORETON BAY CITY COUNCIL  
 Grantee's Signature

Dealing Number

Duty Imprint



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Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 and the Land Act 1994 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see <http://www.nrw.qld.gov.au/about/privacy/index.html>.

<b>1. Grantor</b>	<b>Lodger</b> (Name, address & phone number)	<b>Lodger Code</b>
DOYLE FAMILY FARMS PTY LTD A.C.N. 616 538 419 TRUSTEE UNDER INSTRUMENT 718128305	HOLLINGWORTH & SPENCER 9/8 MOUNT GLORIOUS ROAD, SAMFORD VILLAGE QLD 4520 (07) 3123 5750 adamr@hslawyers.com.au	BE 2769

<b>2. Description of Easement/Lot on Plan</b>	<b>Title Reference</b>
Servient Tenement (burdened land) Easement H in Lot 5 on SP357506	To issue out of 18225025
Dominant Tenement (benefited land) Lots 3 and 4 ON SP35706	To issue out of 18225025

<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)
		DOYLE FAMILY FARMS PTY LTD A.C.N. 616 538 419 AS TRUSTEE UNDER INSTRUMENT 718128305	

<b>6. Consideration</b>	<b>7. Purpose of easement</b>
\$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**

DOYLE FAMILY FARMS PTY LTD A.C.N. 616 538 419

..... 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)

13/2/26  
Execution Date

Sole Director and Secretary.....  
**Grantor's Signature**

DOYLE FAMILY FARMS PTY LTD A.C.N. 616  
538 419

..... 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)

13/2/26  
Execution Date

Sole Director and Secretary.....  
**Grantee's Signature**

Title Reference to issue out of 18225025

This is the Schedule referred to in Clause 8 of the Easement dated the \_\_\_\_\_ day of \_\_\_\_\_ 2026.

DOYLE FAMILY FARMS PTY LTD A.C.N. 616 538 419 TRUSTEE UNDER INSTRUMENT 718128305, the registered owner of the Servient Tenement described as Item 2 of the Form 9, (the "Grantor") and DOYLE FAMILY FARMS PTY LTD A.C.N. 616 538 419 TRUSTEE UNDER INSTRUMENT 718128305, the registered owner of the Dominant Tenement described at Item 2 of the Form 9, (the "Grantee") hereby covenant and agree with each other in the following terms:

1. INTERPRETATION

1.1. In this easement:

**Burdened Land** means the servient tenement (burdened land) identified in item 2 of the Form 9.

**Easement** means this Schedule and the Form 9 to which this Schedule is annexed and includes all annexures to this Schedule.

**Form 9** means the Form 9 under the *Land Title Act 1994* and *Land Act 1994* to which this schedule is attached.

**Grantee** means the grantee named in item 5 of the Form 9 and also includes the invitees, transferees, executors, administrators, successors and assigns of the Grantee and the registered proprietors of the Dominant Tenement and persons authorised by the Grantee.

**Grantor** means the grantor named in item 1 of the Form 9 and also includes the invitees, transferees, executors, administrators, successors and assigns of the Grantor and the registered proprietor from time to time of the Servient Tenement.

**Infrastructure** means any plant, equipment or things for the purpose of supplying, passing or conveying water or for drainage purposes and also includes pipes, drains, surface manholes, vents, marker posts, plates and any plant, equipment or fittings connected with or appurtenant to any of those things.

1.2 If the Grantor or the Grantee consists of two or more persons at any time:

- a. a reference in this easement to that party is to be read as a reference to each of those persons individually, and each combination of them jointly; and
- b. those persons are bound and benefited by this easement both individually and in each combination of them jointly.

1.3. References to:

- a. a person includes a corporation, partnership, incorporated association, body corporate, unincorporated body, instrumentality of the Crown and any statutory, public or local authority;
- b. a corporation have the same meaning as in the Corporations Law; and
- c. any statute or statutory provision include all consolidations, re-enactments and substitutions thereof all as amended from time to time and the regulations, by-laws and orders for the time being in force thereunder.

1.4 Words importing:-

- a. Any gender includes all other genders; and
- b. The singular includes the plural and vice versa.

1.5 Headings are inserted for guidance only and do not affect the content of any parts or clause. References to parts and clauses shall be construed as references to parts and clauses of this Easement.

**Title Reference to issue out of 18225025**

1.6 This Easement shall be governed by the laws of Queensland.

**2. GRANT**

2.1 The Grantor grants to the Grantee an Easement over the Burdened Land for the purposes of:

- a. supplying, passing or conveying water and drainage to, through or across Easement H;
- b. any other drainage purposes; and
- c. the exercise by the Grantee of the other rights given to the Grantee by this Easement.

**3. RIGHTS AND OBLIGATIONS OF GRANTEE**

3.1 The Grantee may:

- a. install, repair, remove, replace, clean, clear and alter any Infrastructure on, in or under the Burdened land from time to time;
- b. inspect or survey the Burdened Land, or any Infrastructure on it, from time to time;
- c. undertake mowing, slashing and vegetation control or removal on the Burdened Land from time to time;
- d. break open the soil of the Burdened Land (both on the surface and subsurface) for the purpose of doing or getting ready to do any of the other things that the Grantee can do under this Easement;
- e. enter the Burdened Land for the purpose of doing or getting ready to do any of those things;
- f. enter and traverse any land owned or occupied by the Grantor for the purpose of going to or from the Burdened Land;
- g. pull down or break open any fencing on or adjacent to the Burdened Land in order to enter it (but only after giving reasonable prior notice to the Grantor if any livestock are contained within the fenced area); and
- h. take anything onto the Burdened Land (and any other land owned or occupied by the Grantor) when entering it and use and operate what has been taken onto the Burdened Land.

3.2 The Grantee does not need to exercise its rights and powers under this easement personally. It may authorise other people to exercise those rights and powers.

3.3 In exercising its rights and powers under this Easement, the Grantee must:

- a. ensure that any work it does on the Burdened Land is done properly;
- b. cause as little inconvenience as is reasonably practicable to the Grantor;
- c. restore the Burdened Land as nearly as is reasonably practicable to its former condition if the Burdened Land is damaged or changed by the Grantee; and
- d. make good any damage suffered by the Grantor to the extent that the damage results from the exercise by the Grantee of its rights and powers under this Easement.

3.4 If the Grantor breaches this Easement, the Grantee may do anything the Grantee thinks is reasonably necessary to correct the breach (such as removing a structure erected on the Burdened Land in breach of this Easement).

**Title Reference to issue out of 18225025**

**4. RIGHTS AND OBLIGATIONS OF GRANTOR**

**4.1 The Grantor must:**

- a. not erect any building, structure, pipeline, road, fence, driveway or paving on the Burdened Land without the consent of the Grantee;
- b. maintain and repair, and not change, any building, structure, pipeline, road, fence, driveway or paving on the Burdened Land (other than removing one erected on the Burdened Land in breach of this Easement);
- c. not alter the ground level of the Burdened Land or change its topography;
- d. not plant trees on the Burdened Land;
- e. not crop, dig or plough the Burdened Land;
- f. exercise reasonable care to ensure that any Infrastructure on the Burdened Land from time to time is not damaged;
- g. not trespass on any Infrastructure on the Burdened Land from time to time;
- h. not cause a nuisance that adversely affects the Grantee's rights and powers under this Easement or any Infrastructure on the Burdened Land from time to time;
- i. promptly abate any such nuisance; and
- j. use the Grantor's best endeavours to prevent anyone else doing any of the things that the Grantor is required not to do under this Easement and not allow anyone else to do any of those things.

**4.2** The Grantor is responsible for the acts and omissions of anyone claiming through the Grantor (like tenants, licensees and mortgagees). An act or omission of any of those people is treated for the purposes of this Easement as if it was an act or omission of the Grantor personally.

**4.3** The Grantor must indemnify and release the Grantee from any claim, action, loss, expense, proceeding or liability by the Grantor or anyone else arising from:

- a. the use or occupation of the Burdened Land;
- b. any act or omission of any person on or affecting the Burdened Land or in any way relating to the Burdened Land or the Infrastructure on it from time to time;
- c. a breach by the Grantor of this Easement; or
- d. the Grantor's negligence,

except to the extent that the claim, action, loss, expense, proceeding or liability is a direct result of:

- e. a breach by the Grantee of this Easement; or
- f. the Grantee's negligence.

**5. OTHER MATTERS**

**5.1.** The Grantor promises the Grantee that the Grantor has full power to grant this Easement and the rights and powers intended to be conferred by it.

**Title Reference to issue out of 18225025**

5.2 All Infrastructure and other things brought onto or installed on the Burdened Land from time to time will, as between the Grantor and the Grantee, remain the property of the Grantee.

5.3 If the Grantee pulls down or breaks open any fencing under this Easement:

- a. the Grantee may either repair the fencing it has pulled down or broken open or install a gate in place of that fencing to at least a standard reasonably equivalent to that of the fencing before it was pulled down or broken open;
- b. the owner of the fencing that was pulled down or broken open will become the owner of the repaired fencing or gate; and
- c. that owner must maintain the repaired fencing or gate.

**6. RISK**

The Grantee uses the Servient Tenement and exercises its rights under this Easement at its own risk absolutely.

**7. PASSING OF OBLIGATIONS**

The burden and benefit of the covenants and obligations in this Easement pass with the servient Tenement and Dominant Tenement respectively so that any person is only liable to observe this easement while that person is the registered owner of the Servient Tenement or Dominant Tenement as the case may be.

**8. NOTICES**

- a. A notice to be given under this Easement must be in writing.
- b. Notices are effectively given if:
  - i. delivered or posted to the other party; or
  - ii. sent to the email address of the other party.
- c. Posted notices will be treated as given 6 business days after posting.
- d. Notices sent by e-mail will be treated as given when the sender obtains a delivery report confirming that it has been delivered to the recipient's inbox.
- e. Notices given after 5.00pm will be treated as given on the next business day.

**9. COSTS**

The costs of preparation, stamping and registration of this easement will be paid by the Grantor.

**10. GENERAL**

- a. The consent of any person having an interest in either the Dominant Tenement or Servient Tenement will be obtained by the party best able to seek the consent.
- b. Unless inconsistent with the subject matter or context:-
  - i. the benefit of this Easement will extend to and include the tenants, servants, agents, workmen, visitors, incenses and all other persons claiming through of under the Grantee as if each of those persons is the Grantee; and

**Title Reference to issue out of 18225025**

- ii. the Burden of this Easement will bind the Grantor's personal representatives, successors and assigns.
- c. If requested by the other, the Grantor and the Grantee will execute all documents and do all other things necessary to further assure to the Grantee the right intended to be conferred on the Grantee by this Easement.

Dealing Number



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Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Titles Queensland website.

<b>1. Grantor</b> DOYLE FAMILY FARMS PTY LTD A.C.N. 616 538 419 TRUSTEE UNDER INSTRUMENT 718128305	<b>Lodger</b> (Name, address, E-mail & phone number) HOLLINGWORTH & SPENCER 9/8 MOUNT GLORIOUS ROAD, SAMFORD VILLAGE QLD 4520 (07) 3123 5750 adamr@hslawyers.com.au	<b>Lodger Code</b> BE 2769
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<b>2. Description of Easement/Lot on Plan</b> Servient Tenement (burdened land) EASEMENT K IN LOT 12 ON SP357506	<b>Title Reference</b> TO BE ISSUED FROM 18225025
#Dominant Tenement (benefited land) # insert "Not applicable" if easement in gross LOT 13 ON SP357506	TO BE ISSUED FROM 18225025

<b>3. Interest being burdened</b> FEE SIMPLE	<b>#4. Interest being benefited</b> FEE SIMPLE # insert "Not applicable" if easement in gross
---	---

<b>5. Grantee</b> Given names	Surname/Company name and number (include tenancy if more than one) DOYLE FAMILY FARMS PTY LTD A.C.N. 616 538 419 TRUSTEE UNDER INSTRUMENT 718128305
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<b>6. Consideration</b> \$1.00	<b>7. Purpose of easement</b> RIGHT OF WAY, SERVICES AND DRAINAGE
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**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**

DOYLE FAMILY FARMS PTY LTD ACN 616 538 419

.....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)

13 12 26 Execution Date

M. Doyle Sole Director and Secretary .....  
**Grantor's Signature**

DOYLE FAMILY FARMS PTY LTD ACN 616 538 419

.....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)

13 12 26 Execution Date

M. Doyle Sole Director and Secretary .....  
**Grantee's Signature**



**Title Reference to Issue out of 18225025**

- c. the exercise by the Grantee of the other rights given to the Grantee by this Easement.

**3.2 The Grantee may:**

- a. install, repair, remove, replace, clean, clear and alter any Infrastructure on, in or under the Servient Tenement from time to time;
- b. inspect or survey the Servient Tenement, or any Infrastructure on it, from time to time;
- c. undertake mowing, slashing and vegetation control or removal on the Servient Tenement from time to time;
- d. break open the soil of the Servient Tenement (both on the surface and subsurface) for the purpose of doing or getting ready to do any of the other things that the Grantee can do under this Easement;
- e. enter the Servient Tenement for the purpose of doing or getting ready to do any of those things;
- f. enter and traverse any land owned or occupied by the Grantor for the purpose of going to or from the Servient Tenement;
- g. pull down or break open any fencing on or adjacent to the Servient Tenement in order to enter it (but only after giving reasonable prior notice to the Grantor if any livestock are contained within the fenced area); and
- h. take anything onto the Servient Tenement (and any other land owned or occupied by the Grantor) when entering it and use and operate what has been taken onto the Servient Tenement.

**3.3 The Grantee does not need to exercise its rights and powers under this easement personally. It may authorise other people to exercise those rights and powers.**

**3.4 In exercising its rights and powers under this Easement, the Grantee must:**

- a. ensure that any work it does on the Servient Tenement is done properly;
- b. cause as little inconvenience as is reasonably practicable to the Grantor;
- c. restore the Servient Tenement as nearly as is reasonably practicable to its former condition if the Servient Tenement is damaged or changed by the Grantee; and
- d. make good any damage suffered by the Grantor to the extent that the damage results from the exercise by the Grantee of its rights and powers under this Easement.

**3.5 The Grantor must:**

- a. not erect any building, structure, pipeline, road, fence, driveway or paving on the Servient Tenement without the consent of the Grantee;
- b. maintain and repair, and not change, any building, structure, pipeline, road, fence, driveway or paving on the Burdened Land (other than removing one erected on the Servient Tenement in breach of this Easement);
- c. not alter the ground level of the Servient Tenement or change its topography;
- d. not plant trees on the Servient Tenement;
- e. not crop, dig or plough Servient Tenement;
- f. exercise reasonable care to ensure that any Infrastructure on the Burdened Land from time to time is not damaged;
- g. not trespass on any Infrastructure on the Servient Tenement from time to time;

**Title Reference to Issue out of 18225025**

- h. not cause a nuisance that adversely affects the Grantee's rights and powers under this Easement or any Infrastructure on the Servient Tenement from time to time;
- i. promptly abate any such nuisance; and
- j. use the Grantor's best endeavours to prevent anyone else doing any of the things that the Grantor is required not to do under this Easement and not allow anyone else to do any of those things.

3.6 In this clause "Infrastructure" means any plant, equipment or things for the purpose of supplying, passing or conveying water or for drainage purposes and also includes pipes, drains, surface manholes, vents, marker posts, plates and any plant, equipment or fittings connected with or appurtenant to any of those things.

**4. NO OBSTRUCTION**

The Grantor and the Grantee will not at any time or times obstruct the rights hereby granted to do anything which will or may at any time or from time to time prevent or restrict the Grantor, the Grantee or any other persons for the time being entitled to use the said rights.

**5. NO PARKING**

Neither the Grantor nor the Grantee will:

- a. suffer, permit or allow any vehicle of any description or any obstruction of any kind to stand or remain in or upon the servient tenement in such a way that it may delay or interfere with the rights of the other users thereof except as permitted herein, nor
- b. suffer, permit or allow any damage other than fair wear and tear to occur to the servient tenement by overloading or otherwise.

**6. DAMAGE TO SURFACE OF SERVIENT TENEMENT**

Where the Grantees or their employees and invitees:

- a. cause damage to the surface of the servient tenement by overloading the same or reckless or negligent driving or by some other means; or
- b. causes damage to the structure of the surface (including but not limited to batters, formation and pavement) and any drains beside the surface and pipes beside or under the surface and their structures within the servient tenement,

the Grantee will at its own cost and expense repair the surface of the servient tenement to good and proper trafficable repair and condition and as reasonably required by the Grantor as soon as practicable and no later than twenty-eight (28) days from notice in that regard from the Grantor to the Grantee failing which the Grantor may attend to same and then the Grantee shall pay the cost thereof to the Grantor within twenty-eight (28) days of demand.

**7. FENCES NOT TO BE ERECTED**

Neither the Grantee nor Grantor will build or permit to be built or erected any fence or wall on any part of the boundary between the dominant tenement and servient tenement which would in any way restrict the rights hereunder.

The Grantor may build or permit to be built or erected a fence on a part of the boundary between the dominant tenement and servient tenement provided that it would not restrict the rights hereunder and the purpose of the fence must be one of the following reasons:

- a. Keep in pets and/or livestock; or
- b. Protecting the Grantor's privacy; and

**Title Reference to Issue out of 18225025**

the Grantor must:

- a. Comply with all building requirements and local authority requirements in building the fence; and
- b. Be responsible for the cost of the build of the fence and any repair, maintenance and replacement of the fence.

**8. COSTS OF REPAIR**

The Grantor and Grantee will equally bear the cost and expense of keeping the surface of the servient tenement in good and proper trafficable repair and condition and shall cause all necessary works to be carried out from time to time as become necessary from fair wear and tear. The Grantor shall not carry out any works without first giving to the Grantee notice except in the case of emergency or necessity of which the Grantor shall have the onus of proving.

**9. DISPUTES**

Where a dispute arises under this Easement between the parties, the parties must comply with the following dispute resolution process:

- a. the complainant will notify the other party of the dispute by giving the other party written notice specifying:
  - i. the nature of the dispute:
  - ii. the outcome required by the complainant; and
  - iii. The action the complainant believes will settle the dispute.
- b. The parties will attempt to resolve the dispute by mutual negotiation.
- c. In the event that the parties are unable to reach a resolution of the dispute within two weeks either of the parties may by notice in writing advise the other of them it seeks to have the dispute resolved by mediation.
- d. Within 7 days thereafter, the parties may refer the matter to a mutually agreed mediator or, if the parties are unable to agree on the person to be appointed the mediator, then a person nominated by the President for the time being of the Queensland Law Society Inc.
- e. The mediator:
  - i. will have the right to determine the time, place and procedures for the mediation;
  - ii. may or may not allow the appearance of lawyers on behalf of the parties; and
  - iii. will be entitled to engage experts in other fields to assist in the determination where that is reasonably necessary having regard to the nature of the dispute.
- f. Both parties must attend the mediation and make a determined and genuine effort to resolve the dispute.
- g. The parties to the mediation will agree that in the absence of manifest error, the decisions of the mediator will be final and binding upon the parties.
- h. The costs of the mediator and any experts to the mediator must be borne by the Parties equally.
- i. This clause 9 does not prevent any party from seeking urgent interlocutory or declaratory relief from a court of competent jurisdiction where, in that party's reasonable opinion, that action is necessary to protect that party's rights.

**10. INTERPRETATION**

Where the context so admits or requires:

**Title Reference to Issue out of 18225025**

- 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 and their and each of their employees, invitees and customers;
- b. the expression "the Grantee" shall include the respective transferees and assigns of the Grantee 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 dominant tenement and their and each of their employees, invitees and customers;
- c. words importing the singular number include the plural number and vice versa and words importing any gender include the other gender and words importing only persons include corporations and/or associations and/or bodies and vice versa in each respective case.

**11. FURTHER ASSURANCES**

The Grantor and the Grantee shall each wherever reasonably required by the other party execute further documents and do all such other acts, deeds and things as may be necessary for the purpose of giving full effect to this Grant of Easement.

**12. JOINT AND SEVERAL**

Where the Grantor comprises more than one person then each such person shall be bound jointly and severally in respect of the covenants on the part of the Grantor herein.

Where the Grantee comprises more than one person then each such person shall be bound jointly and severally in respect of the covenants on the part of the Grantee herein.

Dealing Number



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<b>1. Grantor</b> DOYLE FAMILY FARMS PTY LTD A.C.N. 616 538 419 TRUSTEE UNDER INSTRUMENT 718128305	<b>Lodger</b> (Name, address, E-mail & phone number) HOLLINGWORTH & SPENCER 9/8 MOUNT GLORIOUS ROAD, SAMFORD VILLAGE QLD 4520 (07) 3123 5750 adamr@hslawyers.com.au	<b>Lodger Code</b> BE 2769
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<b>2. Description of Easement/Lot on Plan</b> Servient Tenement (burdened land) EASEMENT M IN LOT 13 ON SP357506  #Dominant Tenement (benefited land) # insert "Not applicable" if easement in gross LOT 12 ON SP357506	<b>Title Reference</b>  TO BE ISSUED FROM 18225025  TO BE ISSUED FROM 18225025
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<b>3. Interest being burdened</b> FEE SIMPLE	<b>#4. Interest being benefited</b> FEE SIMPLE # insert "Not applicable" if easement in gross
---	---

<b>5. Grantee</b> Given names  Surname/Company name and number (include tenancy if more than one) DOYLE FAMILY FARMS PTY LTD A.C.N. 616 538 419 TRUSTEE UNDER INSTRUMENT 718128305
---

<b>6. Consideration</b> \$1.00	<b>7. Purpose of easement</b> RIGHT OF WAY, SERVICES AND 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**


DOYLE FAMILY FARMS PTY LTD ACN 616 538 419

.....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)

13/2/26  
**Execution Date**

  
 Sole Director and Secretary .....  
**Grantor's Signature**

DOYLE FAMILY FARMS PTY LTD ACN 616 538 419

.....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)

13,2,26  
**Execution Date**

  
 Sole Director and Secretary .....  
**Grantee's Signature**



**Title Reference to issue out of 18225025**

- c. the exercise by the Grantee of the other rights given to the Grantee by this Easement.

**3.2** The Grantee may:

- a. install, repair, remove, replace, clean, clear and alter any Infrastructure on, in or under the Servient Tenement from time to time;
- b. inspect or survey the Servient Tenement, or any Infrastructure on it, from time to time;
- c. undertake mowing, slashing and vegetation control or removal on the Servient Tenement from time to time;
- d. break open the soil of the Servient Tenement (both on the surface and subsurface) for the purpose of doing or getting ready to do any of the other things that the Grantee can do under this Easement;
- e. enter the Servient Tenement for the purpose of doing or getting ready to do any of those things;
- f. enter and traverse any land owned or occupied by the Grantor for the purpose of going to or from the Servient Tenement;
- g. pull down or break open any fencing on or adjacent to the Servient Tenement in order to enter it (but only after giving reasonable prior notice to the Grantor if any livestock are contained within the fenced area); and
- h. take anything onto the Servient Tenement (and any other land owned or occupied by the Grantor) when entering it and use and operate what has been taken onto the Servient Tenement.

**3.3** The Grantee does not need to exercise its rights and powers under this easement personally. It may authorise other people to exercise those rights and powers.

**3.4** In exercising its rights and powers under this Easement, the Grantee must:

- a. ensure that any work it does on the Servient Tenement is done properly;
- b. cause as little inconvenience as is reasonably practicable to the Grantor;
- c. restore the Servient Tenement as nearly as is reasonably practicable to its former condition if the Servient Tenement is damaged or changed by the Grantee; and
- d. make good any damage suffered by the Grantor to the extent that the damage results from the exercise by the Grantee of its rights and powers under this Easement.

**3.5** The Grantor must:

- a. not erect any building, structure, pipeline, road, fence, driveway or paving on the Servient Tenement without the consent of the Grantee;
- b. maintain and repair, and not change, any building, structure, pipeline, road, fence, driveway or paving on the Burdened Land (other than removing one erected on the Servient Tenement in breach of this Easement);
- c. not alter the ground level of the Servient Tenement or change its topography;
- d. not plant trees on the Servient Tenement;
- e. not crop, dig or plough Servient Tenement;
- f. exercise reasonable care to ensure that any Infrastructure on the Burdened Land from time to time is not damaged;
- g. not trespass on any Infrastructure on the Servient Tenement from time to time;

**Title Reference to Issue out of 18225025**

- h. not cause a nuisance that adversely affects the Grantee's rights and powers under this Easement or any Infrastructure on the Servient Tenement from time to time;
- i. promptly abate any such nuisance; and
- j. use the Grantor's best endeavours to prevent anyone else doing any of the things that the Grantor is required not to do under this Easement and not allow anyone else to do any of those things.

3.6 In this clause "**Infrastructure**" means any plant, equipment or things for the purpose of supplying, passing or conveying water or for drainage purposes and also includes pipes, drains, surface manholes, vents, marker posts, plates and any plant, equipment or fittings connected with or appurtenant to any of those things.

**4. NO OBSTRUCTION**

The Grantor and the Grantee will not at any time or times obstruct the rights hereby granted to do anything which will or may at any time or from time to time prevent or restrict the Grantor, the Grantee or any other persons for the time being entitled to use the said rights.

**5. NO PARKING**

Neither the Grantor nor the Grantee will:

- a. suffer, permit or allow any vehicle of any description or any obstruction of any kind to stand or remain in or upon the servient tenement in such a way that it may delay or interfere with the rights of the other users thereof except as permitted herein, nor
- b. suffer, permit or allow any damage other than fair wear and tear to occur to the servient tenement by overloading or otherwise.

**6. DAMAGE TO SURFACE OF SERVIENT TENEMENT**

Where the Grantees or their employees and invitees:

- a. cause damage to the surface of the servient tenement by overloading the same or reckless or negligent driving or by some other means; or
- b. causes damage to the structure of the surface (including but not limited to batters, formation and pavement) and any drains beside the surface and pipes beside or under the surface and their structures within the servient tenement,

the Grantee will at its own cost and expense repair the surface of the servient tenement to good and proper trafficable repair and condition and as reasonably required by the Grantor as soon as practicable and no later than twenty-eight (28) days from notice in that regard from the Grantor to the Grantee failing which the Grantor may attend to same and then the Grantee shall pay the cost thereof to the Grantor within twenty-eight (28) days of demand.

**7. FENCES NOT TO BE ERECTED**

Neither the Grantee nor Grantor will build or permit to be built or erected any fence or wall on any part of the boundary between the dominant tenement and servient tenement which would in any way restrict the rights hereunder.

The Grantor may build or permit to be built or erected a fence on a part of the boundary between the dominant tenement and servient tenement provided that it would not restrict the rights hereunder and the purpose of the fence must be one of the following reasons:

- a. Keep in pets and/or livestock; or
- b. Protecting the Grantor's privacy; and

**Title Reference to Issue out of 18225025**

the Grantor must:

- a. Comply with all building requirements and local authority requirements in building the fence; and
- b. Be responsible for the cost of the build of the fence and any repair, maintenance and replacement of the fence.

**8. COSTS OF REPAIR**

The Grantor and Grantee will equally bear the cost and expense of keeping the surface of the servient tenement in good and proper trafficable repair and condition and shall cause all necessary works to be carried out from time to time as become necessary from fair wear and tear. The Grantor shall not carry out any works without first giving to the Grantee notice except in the case of emergency or necessity of which the Grantor shall have the onus of proving.

**9. DISPUTES**

Where a dispute arises under this Easement between the parties, the parties must comply with the following dispute resolution process:

- a. the complainant will notify the other party of the dispute by giving the other party written notice specifying:
  - i. the nature of the dispute:
  - ii. the outcome required by the complainant; and
  - iii. The action the complainant believes will settle the dispute.
- b. The parties will attempt to resolve the dispute by mutual negotiation.
- c. In the event that the parties are unable to reach a resolution of the dispute within two weeks either of the parties may by notice in writing advise the other of them it seeks to have the dispute resolved by mediation.
- d. Within 7 days thereafter, the parties may refer the matter to a mutually agreed mediator or, if the parties are unable to agree on the person to be appointed the mediator, then a person nominated by the President for the time being of the Queensland Law Society Inc.
- e. The mediator:
  - i. will have the right to determine the time, place and procedures for the mediation;
  - ii. may or may not allow the appearance of lawyers on behalf of the parties; and
  - iii. will be entitled to engage experts in other fields to assist in the determination where that is reasonably necessary having regard to the nature of the dispute.
- f. Both parties must attend the mediation and make a determined and genuine effort to resolve the dispute.
- g. The parties to the mediation will agree that in the absence of manifest error, the decisions of the mediator will be final and binding upon the parties.
- h. The costs of the mediator and any experts to the mediator must be borne by the Parties equally.
- i. This clause 9 does not prevent any party from seeking urgent interlocutory or declaratory relief from a court of competent jurisdiction where, in that party's reasonable opinion, that action is necessary to protect that party's rights.

**10. INTERPRETATION**

Where the context so admits or requires:

**Title Reference to Issue out of 18225025**

- 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 and their and each of their employees, invitees and customers;
- b. the expression "the Grantee" shall include the respective transferees and assigns of the Grantee 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 dominant tenement and their and each of their employees, invitees and customers;
- c. words importing the singular number include the plural number and vice versa and words importing any gender include the other gender and words importing only persons include corporations and/or associations and/or bodies and vice versa in each respective case.

**11. FURTHER ASSURANCES**

The Grantor and the Grantee shall each wherever reasonably required by the other party execute further documents and do all such other acts, deeds and things as may be necessary for the purpose of giving full effect to this Grant of Easement.

**12. JOINT AND SEVERAL**

Where the Grantor comprises more than one person then each such person shall be bound jointly and severally in respect of the covenants on the part of the Grantor herein.

Where the Grantee comprises more than one person then each such person shall be bound jointly and severally in respect of the covenants on the part of the Grantee herein.