

Queensland



**ANZAC SQUARE  
DEVELOPMENT PROJECT  
ACT 1982**

**ANZAC SQUARE  
DEVELOPMENT PROJECT  
AGREEMENT**

**ANZAC SQUARE  
DEVELOPMENT PROJECT  
AMENDING AGREEMENT**

**Reprinted as in force on 4 April 1996**

**Reprint No. 1**

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the Office of the Queensland Parliamentary Counsel  
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Queensland



# **ANZAC SQUARE DEVELOPMENT PROJECT ACT 1982**

**Reprinted as in force on 4 April 1996  
(Act not amended up to this date)**

**Reprint No. 1**

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the Office of the Queensland Parliamentary Counsel  
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# Information about this reprint

This Act is reprinted as at 4 April 1996.

Minor editorial changes allowed under the provisions of the Reprints Act 1992 mentioned in the following list have also been made to—

- update citations and references (pt 4, div 2)
- express gender specific provisions in a way consistent with current drafting practice (s 24)
- use different spelling consistent with current drafting practice (s 26(2))
- use standard punctuation consistent with current drafting practice (s 27)
- use conjunctives and disjunctives consistent with current drafting practice (s 28)
- use expressions consistent with current drafting practice (s 29)
- reorder provisions consistent with current drafting practice (s 30A)
- relocate marginal or cite notes (s 34)
- use aspects of format and printing style consistent with current drafting practice (s 35)
- omit provisions that are no longer required (ss 37 and 39)
- omit the enacting words (s 42A)
- number and renumber certain provisions and references (s 43).

**See endnotes for information about—**

- **when provisions commenced**
- **editorial changes made in the reprint, including—**
  - **table of obsolete and redundant provisions**
  - **table of renumbered provisions.**

Queensland



**ANZAC SQUARE DEVELOPMENT  
PROJECT ACT 1982**

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# ANZAC SQUARE DEVELOPMENT PROJECT ACT 1982

[reprinted as in force on 4 April 1996]

**An Act to provide with respect to the development of an area between Queen Street and Ann Street, Brisbane, including Anzac Square and for related purposes**

## Short title

1. This Act may be cited as the *Anzac Square Development Project Act 1982*.

## Interpretation

3. In this Act—

“**this Act**” includes the provisions of the agreement.

## Making of agreement authorised

4.(1) Each of them Brisbane City Council and State Government Insurance Office (Queensland) is hereby empowered and authorised to make, with each other and Wales Properties Limited, an agreement substantially in accordance with the form of agreement set out in the schedule.

(2) The agreement made pursuant to the authority conferred by this section is in this Act referred to as “**the agreement**”.

## Executed agreement to have force of law

5.(1) Upon the making of the agreement the provisions thereof shall have the force of law as if the agreement were an enactment of this Act.

(2) The date of the making of the agreement shall be notified by proclamation.<sup>1</sup>

### **Statutory bodies authorised to perform agreement**

6. Notwithstanding the provisions of any other Act or rule of law each of them Brisbane City Council and State Government Insurance Office (Queensland) is hereby empowered and authorised to perform all acts and do all things necessary to or expedient for the proper performance of—

- (a) the agreement so far as the provisions of the agreement are binding upon it; and
- (b) any agreement entered into or contract made by it or undertaking given by it in the due performance of the agreement.

### **Minor variation of draft plans**

7.(1) Notwithstanding any provision of the agreement it is competent to the parties to the agreement to make (by mutual agreement) minor alterations to the plans and sketches forming part of the agreement without the approval of the Governor in Council.

(1A) Provided that the concept embodied in the plan or sketch so altered is not varied by reason of the alteration.

(2) Where an alteration of a description provided for by subsection (1) is made in accordance with this section the plan or sketch as so altered shall be deemed to be substituted in place of the plan or sketch actually appearing in the agreement and set forth in the schedule to this Act.

### **Statutory covenant on project land**

8.(1) The land referred to in the agreement as the Queen Street land shall, in the hands of State Government Insurance Office (Queensland) and successors in title to that land, be subject to a covenant that—

- (a) in the event that the circumstances provided for by the agreement

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<sup>1</sup> The date of the making of the agreement is 30 June 1982 (see proc pubd gaz 31 July 1982 p 2524).



*Anzac Square Development Project Act 1982*

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part 2, clause 16 and part 3, clause 1(3) arise—the registered proprietor for the time being of that land shall duly perform the obligations imposed by those clauses on State Government Insurance Office (Queensland); and

- (b) in the event that those circumstances do not arise—the registered proprietor for the time being of that land shall duly perform the obligations imposed by the agreement part 2, clause 8 on State Government Insurance Office (Queensland); and
- (c) the registered proprietor for the time being of that land shall duly perform the obligations (other than those referred to in paragraph (a) or (b)) imposed by the agreement on State Government Insurance Office (Queensland) in its capacity as owner of that land;

and shall remain so subject until the covenant herein provided for has been duly performed or is to be deemed to have been duly performed.

(2) Upon lodgment with the registrar of titles of an appropriate instrument of request by Brisbane City Council or Wales Properties Limited the registrar of titles shall make on the instrument or instruments of title relating to the land referred to in subsection (1) an endorsement to the effect that the land therein described is subject to the provisions of this Act.

(3) If the registered proprietor for the time being of the land referred to in the agreement as the Queen Street land defaults in performing the appropriate term of the covenant referred to in subsection (1) and continues in default for a period of 21 days—

- (a) where the default consists in a failure to duly perform an obligation referred to in subsection (1)(a)—the Governor in Council may by order in council vest the parcel of land in respect of which the default has occurred in the person in whom the parcel should be vested in the due performance of that obligation; and
- (b) where the default consists in a failure to duly perform an obligation referred to in subsection (1)(b)—that land shall vest, without further authority than this Act, in the person in whom it should be vested in the due performance of that obligation.

(4) Upon publication of the order in council referred to in

subsection (3)(a) the covenant referred to in subsection (1), so far as it secures an obligation in respect of the parcel of land specified in the order, shall be deemed to have been duly performed and upon the vesting of the land referred to in subsection (3)(b) the covenant referred to in subsection (1), so far as it secures an obligation imposed by the agreement part 2, clause 8, shall be deemed to have been duly performed.

### **Subdivision of project land**

9. If for the proper performance of the obligations arising under the agreement part 2, clause 16 or part 3, clause 1(3) it becomes necessary to subdivide the land referred to in the agreement as the Queen Street land, then for the purpose of registering the plan of survey relating to that subdivision under the *Real Property Act 1861* the registrar of titles shall be satisfied that the requirements of the *City of Brisbane Act 1924* in respect thereof have been complied with if there is produced with the plan a copy of the notification in the gazette of the making of an order in council that approves the plan and the registrar of titles shall not seek to be further satisfied in relation thereto.

### **Power to control project land**

#### **10. Subject to the agreement—**

- (a) State Government Insurance Office (Queensland) may exercise in relation to the land referred to in the agreement as the Queen Street land and improvements therein and thereon all the powers had by it under the *State Government Insurance Office (Queensland) Act 1960* that may be exercised by it in relation to land and improvements within its ownership or control; and
- (b) Brisbane City Council may exercise in relation to the Civic Square and Park referred to in the agreement all the powers had by it pursuant to the *City of Brisbane Act 1924* that may be exercised in relation to parkland within the City of Brisbane.

### **Closing off access to car park**

11. Notwithstanding that land comprising the servient tenement under the instrument of grant of easement set forth in the agreement, schedule 11 may

have been reserved and set apart under the *Land Act 1962* for a public purpose it is lawful for State Government Insurance Office (Queensland) as grantee referred to in that instrument to close off in accordance with clause 8 of that instrument right of way through the vehicular tunnels referred to in that clause.

### **Crown land to be considered in strata**

**12.** The power under the *Land Act 1962*—

- (a) to grant permits to occupy any Crown land or land comprised in any reserve or road;
- (b) to reserve and set apart any Crown land for a public purpose;
- (c) to grant easements in, over or through Crown land, reserves or roads;

shall for the purpose of performing or enabling to be performed the agreement, be construed to include and always to have included power to so treat of Crown land, reserves and roads in strata or layers above or below the surface of the land in question as the Governor in Council or, in the case of permits to occupy, the Minister within the meaning of that Act thinks fit.

### **Payment of duties and fees excluded**

**13.** No stamp duties shall be payable to the Commissioner of Stamp Duties and no fees of any description shall be payable to the registrar of titles in respect of—

- (a) the agreement;
- (b) any instrument made in the proper performance of the agreement or to rectify a situation created with a view to the proper performance of the agreement;
- (c) any instrument made to give effect to this Act or the agreement.

### **Registrar of titles authorised to register dealings**

**14.** The registrar of titles is hereby authorised to accept and to register in the appropriate manner all instruments lodged with the registrar that are

drawn in a form acceptable to the registrar to give effect to vesting of land or any interest therein by this Act or by order in council, the creation of statutory encumbrances or effecting any purpose provided for by the agreement with respect to land or any interest therein (other than a dealing with land or any interest therein that can be effected by instrument recognised by the *Real Property Act 1861* or the *Real Property Act 1877*) notwithstanding that such instruments are not in a form prescribed by any Act.

### **This Act to prevail**

**15.** Where there is inconsistency between any provision of this Act or the agreement and any other Act, this Act or, as the case may be, the agreement shall prevail and the other Act shall to the extent of the inconsistency cease to apply.

**SCHEDULE**

section 4

THIS AGREEMENT<sup>2</sup> is made this                    day of                    1982 between BRISBANE CITY COUNCIL a body corporate duly constituted by and under the *City of Brisbane Act* 1924-1980 of the first part WALES PROPERTIES LIMITED a company incorporated in the State of New South Wales and registered according to the laws of Queensland and having its registered office in Queensland at 260 Queen Street Brisbane of the second part and STATE GOVERNMENT INSURANCE OFFICE (QUEENSLAND) the corporation duly constituted by the *State Government Insurance Office (Queensland) Act* 1960-1979 of the third part

**WHEREAS:**

A. The Council is the registered proprietor of the Council Land; and

B. By a Memorandum of Agreement dated the Nineteenth day of October 1978 and Supplemental Agreements thereto dated the Eighteenth day of July 1979, the Seventeenth day of April 1980 the Ninth day of December 1980 and the Nineteenth day of October, 1981 between the Bank and the Council the Council agreed to acquire from the Bank the Bank's Land; and

C. It is intended that for the purposes of this Agreement the Bank's Land and the Council Land are together to form the Queen Street Land; and

D. At the date of execution of the First Agreement it was intended that the Council acquire the Bank's Land for the development of the Queen Street Land for the purpose of certain development as provided therein which development would have included, *inter alia*, a Civic Square and Park, shops and an off street car parking station to be constructed within the limits as nearly as may be to the reduced levels on Australian Height Data and as defined by metes and bounds as described by certain plans in the

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<sup>2</sup> The operative provisions of the agreement are not reprinted in this reprint. They are reprinted as part of the reprint of the Anzac Square Development Project Agreement which is bound with this reprint.

## SCHEDULE (continued)

First Schedule to the First Agreement; and

E. The Bank agreed to the acquisition of the Bank's Land by the Council pursuant to the First Agreement but only in consideration of—

- (a) the assurance given by the Council to the Bank (as the Council acknowledged by its execution of the First Agreement) that the Bank's Land would be acquired solely for the purpose of being included in such proposed development;
- (b) the grant by the Council to the Bank of the several easements therein referred to;
- (c) the execution of the First Agreement by the parties thereto; and

F. The concept of such development has now been altered as hereinafter set out and for the purposes thereof the S.G.I.O. will in lieu of the Council agree to acquire the Bank's Land on the basis as hereinafter provided; and

G. It is now proposed to proceed with a new concept to develop the Queen Street Land together with the Anzac Square Land as the Anzac Square Project; and

H. The S.G.I.O. agrees to cause the works to be carried out in accordance with the draft plans in consideration of the following:—

- (a) The Council transferring as provided herein an estate in fee simple in the Council Land to the S.G.I.O.; and
- (b) The Bank agreeing to transfer the Bank's Land to the S.G.I.O. in lieu of the Council for similar consideration and on similar terms and conditions and for similar purposes as in the First Agreement *mutatis mutandis*; and
- (c) The S.G.I.O. granting to the Council as hereinafter provided a lease for a term of 75 years of the Civic Square and Park and on the expiration of the period of the said lease the S.G.I.O. agreeing to convey as hereinafter provided an estate in fee simple in the Queen Street Land together with all improvements thereon to the Council.

NOW THIS AGREEMENT WITNESSES that in consideration of the premises the parties hereto DO COVENANT AND AGREE as follows:—



## ENDNOTES

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### 2 Date to which amendments incorporated

This is the reprint date mentioned in the Reprints Act 1992, section 5(c). However, no amendments have commenced operation on or before that day. Future amendments of the Anzac Square Development Project Act 1982 may be made in accordance with this reprint under the Reprints Act 1992, section 49.

### 3 Key

#### Key to abbreviations in list of legislation and annotations

AIA	=	Acts Interpretation Act 1954	(prev)	=	previously
amd	=	amended	proc	=	proclamation
ch	=	chapter	prov	=	provision
def	=	definition	pt	=	part
div	=	division	pubd	=	published
exp	=	expires/expired	R[X]	=	Reprint No.[X]
gaz	=	gazette	RA	=	Reprints Act 1992
hdg	=	heading	reloc	=	relocated
ins	=	inserted	renum	=	renumbered
lap	=	lapsed	rep	=	repealed
notfd	=	notified	s	=	section
om	=	omitted	sch	=	schedule
o in c	=	order in council	sdiv	=	subdivision
p	=	page	SIA	=	Statutory Instruments Act 1992
para	=	paragraph	SL	=	subordinate legislation
prec	=	preceding	sub	=	substituted
pres	=	present	unnum	=	unnumbered
prev	=	previous			



## **4 List of legislation**

### **Anzac Square Development Project Act 1982 No. 26**

date of assent 5 May 1982

ss 1–2 commenced on date of assent (see s 2(1))

remaining provisions commenced 29 June 1982 (proc pubd gaz 26 June 1982 p 2054)

## **5 List of annotations**

### **Commencement**

s 2 om R1 (see RA s 37)

## **6 Table of obsolete and redundant provisions**

### TABLE OF OBSOLETE AND REDUNDANT PROVISIONS under the Reprints Act 1992 s 39

Omitted provision	Provision making omitted provision obsolete/redundant
definitions to be read in context	Acts Interpretation Act 1954 s 32A

## **7 Table of renumbered provisions**

### TABLE OF RENUMBERED PROVISIONS under the Reprints Act 1992 s 43

Previous	Renumbered as
7(1), proviso .....	7(1A)



Queensland



*Anzac Square Development Project Act 1982*

# **ANZAC SQUARE DEVELOPMENT PROJECT AGREEMENT**

**Agreement as made on 30 June 1982**

**Reprint No. 1**

This reprint is prepared by  
the Office of the Queensland Parliamentary Counsel  
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# **Information about this reprint**

This agreement is reprinted as at 4 April 1996.

Minor editorial changes allowed under the provisions of the Reprints Act 1992 have been made to use aspects of format and printing style consistent with current drafting practice (s 35).

**See endnotes for information about when provisions commenced.**

Queensland



# ANZAC SQUARE DEVELOPMENT PROJECT AGREEMENT

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# ANZAC SQUARE DEVELOPMENT PROJECT AGREEMENT

[This is a reprint of the Anzac Square Development Project Agreement given the force of law as if it were an enactment of the Anzac Square Development Project Act 1982]

## PART I—PRELIMINARY

1. This Agreement<sup>1</sup> shall be divided into Parts as follows:—

PART I—PRELIMINARY;

PART II—THE ACQUISITION OF THE COUNCIL LAND;

PART III—THE ACQUISITION OF THE BANK’S LAND;

PART IV—GENERAL.

2.(1) In this Agreement unless the context otherwise requires the general terms following shall have the meanings respectively assigned to them—

“the Act”—The *Anzac Square Development Project Act 1982*;

“this Agreement”—shall mean and include this agreement and the Schedules hereto;

“the Anzac Square Land”—all that land described as allotments 23 and 24 of section 26 as shown on Plan B.3.2297 deposited in the Survey Office, Brisbane having an area of 5 284 square metres being reserved and set apart for Park, Anzac Square under the control of the Council as trustee being Reserves 14811 and 14812 and including, for the purposes hereof, such ancillary land thereto as is required for implementation of the Anzac Square Project as shown in the draft plans;

“the Anzac Square Project”—the project for the development of the Anzac

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<sup>1</sup> The non-operative provisions of the agreement are not reprinted in this reprint. They are reprinted as part of the reprint of the Anzac Square Development Project Act 1982 which is bound with this reprint.

Square Land, the Queen Street Land and certain lands appurtenant thereto in accordance with the draft plans and including all matters and things arising out of or in any way connected with such project;

“Australian Height Datum”—the datum surface derived in accordance with the formula for that datum as set out in The Australian Height Datum (AHD) National Mapping Council of Australia Special Publication 8 (1979) or in any Publication amending or in substitution thereof;

“the Bank”—Wales Properties Limited its successors and assigns;

“Bank of New South Wales”—Bank of New South Wales, a corporation incorporated by Act of Parliament in New South Wales and registered as a foreign Company in Queensland and having its registered Office at 260 Queen Street, Brisbane its successors and assigns;

“the Bank’s Land”—all that land situate in the County of Stanley Parish of North Brisbane City of Brisbane containing an area of 678 square metres being part of Lot 1 on Registered Plan 127671 and being part of the land contained in Certificate of Title Volume 4303 Folio 39 of which the Bank is the registered proprietor;

“the builder”—shall mean and include the builder its successors and assigns and any builder or building company which might during the course of construction of the works become the builder;

“Civic Square and Park”—that area of parkland to be constructed in the air space above the waterproof membrane of the building to be constructed on the Queen Street Land in accordance with the draft plans and including all landscaping and facilities in any way related thereto;

“the Council”—Brisbane City Council the body corporate duly constituted by and under the *City of Brisbane Act 1924-1980*;

“The Council Land”—all that land situate in the County of Stanley Parish of North Brisbane City of Brisbane containing 2 633 square metres being part of Lot 1 on Registered Plan 127671 and being part of the land contained in:—

Deed of Grant—Volume 4525 Folio 106; and

Certificates of Title—Volume 1915 Folio 233

Volume 3012 Folio 240



Volume 3871 Folio 248

Volume 3968 Folio 93

Volume 3991 Folio 105

Volume 3991 Folio 106; and

Volume 3991 Folio 107

of which the Council is the registered proprietor;

“the date of settlement”—the day on which the Council and the Bank contemporaneously hand over to the S.G.I.O. the relevant transfer documents in accordance with the provisions herein;

“the draft plans”—the plans drawings and other data as set out in the First Schedule hereto including all necessary variations thereto to meet the requirements of the Anzac Square Project;

“final completion”—the date of issue of a certificate in writing as to the completion of the works by an architect mutually agreed upon by the S.G.I.O. and the builder for that purpose;

“the First Agreement”—the Memorandum of Agreement dated the Nineteenth day of October 1978 and Supplemental Agreements thereto dated the Eighteenth day of July 1979, the Seventeenth day of April 1980, the Ninth day of December 1980 and the Nineteenth day of October, 1981 (and including any subsequent Supplemental Agreement) between the Bank and the Council whereby the Council agreed to acquire from the Bank the Bank’s Land on the terms and conditions as therein set forth;

“Minister”—the Treasurer of the State of Queensland or other Minister of the Crown for the time being charged with the administration of the Act. The term includes any Minister of the Crown who is temporarily performing the duties of the Minister;

“person” includes a corporation;

“practical completion”—the date of issue of the certificate of practical completion to be given in writing by an architect mutually agreed upon by the S.G.I.O. and the builder for the purpose of such certification upon the completion of that part of the works referred to in such certificate of practical completion to the stage of being reasonably fit for use or occupancy;

“the Queen Street Land”—that land formed by the amalgamation, for the purposes herein, of the Bank’s Land with the Council Land;

“R.L.”—means reduced level on “Australian Height Datum” and each R.L. shall be read subject to a tolerance in construction of 10 millimetres (plus or minus);

“the S.G.I.O.”—State Government Insurance Office (Queensland) the corporation duly constituted by the *State Government Insurance Office (Queensland) Act 1960-1979* and its successors and assigns;

“the Wales Building”—the building constructed upon the land described as Lot 1 on Registered Plan 119919 of which the Bank is the registered proprietor and which land adjoins the Queen Street Land;

“the works”—all construction works of any nature whatsoever necessarily required for the completion of the Anzac Square Project and as described in, but not limited to, any building agreement entered into pursuant to the provisions herein and shall include all excavations and demolitions preparatory to and associated with the works.

(2) The singular includes the plural and the plural includes the singular.

(3) Words importing any gender shall include all other genders.

(4) Any reference to any Act or Acts shall include that Act or those Acts and any Act amending or in substitution thereof.

3. The making of this Agreement is authorised by the Parliament of the State of Queensland expressed in an Act entitled the *Anzac Square Development Project Act 1982*.

4. This Agreement may be varied pursuant to agreement between the Minister the Council the S.G.I.O. and the Bank with the approval of the Governor in Council.

## **PART II—THE ACQUISITION OF THE COUNCIL LAND**

1. Within 14 days after the date hereof and subject to the receipt of the

undertakings referred to in Clause 1 of Part IV of this Agreement the Council shall cause the City Solicitor to hand to the S.G.I.O. or its Solicitors a duly executed memorandum of transfer of the Council's Land capable of immediate registration in the office of the Registrar of Titles at Brisbane and to be produced therewith the relevant Certificates of Title and other usual supporting transfer documents to enable such transfer to be registered free from all encumbrances (provided that such transfer and supporting documents are prepared by the S.G.I.O. or its Solicitors at the S.G.I.O.'s expense and are tendered to the City Solicitor within a reasonable time prior thereto to enable such documents to be completed by the Council).

**2.** Contemporaneously with the handing over of the documents as aforesaid and subject to the receipt of the undertakings referred to in Clause 1 of Part IV of this Agreement the Bank shall similarly hand over all documents to the S.G.I.O. or its Solicitors in accordance with the provisions of Clause 8 of Part III of this Agreement.

**3.(1)** The Bank and the S.G.I.O. agree that on the date of settlement the provisions of Part III of this Agreement shall come into full force and effect.

**(2)** Upon delivery on the date of settlement of all documents to the S.G.I.O. as aforesaid the Bank and the Council agree that—

- (a) the First Agreement shall be deemed to be thereby rescinded; and
- (b) they shall release and discharge each other from the observance of all agreements and obligations under and by virtue of the First Agreement; and
- (c) the Bank's Land being the land described in the First Agreement and more particularly referred to in recital B of this Agreement shall vest in the S.G.I.O. absolutely free from any right or claim thereto in the Council other than arising under and by virtue of this Agreement.

**4.(1)** The Anzac Square Project requires the carrying out of the following works—

- (a) development of the Queen Street Land; shops, commercial and other premises and car park under, Civic Square and Park over;
- (b) tunnels under Adelaide Street to provide vehicular access to car park and pedestrian access under Adelaide Street—one tunnel for

- pedestrians separating two tunnels for vehicles (one for entry, one for exit);
- (c) twin bridges over Adelaide Street for pedestrian access between the Civic Square and Park and proposed first level walkways on either side of Anzac Square, the exact location of such bridges within the zones marked and indicated on the draft plans to be determined by the S.G.I.O. in its sole discretion;
  - (d) twin first level pedestrian walkways one on each side of the existing Anzac Square—one of these walkways to have access and be connected to the existing tunnel under Ann Street and the other to have access and be connected to the proposed new pedestrian tunnel providing access to Central Railway Station under Ann Street at its north-western alignment and to Ann Street at its south-eastern footway;
  - (e) the provision of a new pedestrian tunnel under Ann Street separate from the existing tunnel;
  - (f) modifications to Shrine of Remembrance and Crypt areas necessitated by the development;
  - (g) alterations to and relocation of services (gas, stormwater, sewer, telecom, water supply, electricity) caused by the development, including possible major impact of changes on the stormwater drainage system;
  - (h) truncation of the Adelaide Street end of the existing square to accommodate relocated pedestrian footpath around vehicular access to car park.

(2) The S.G.I.O. shall as soon as practicable on or after the date of settlement enter into such building agreement or agreements as it considers necessary for the purposes of carrying out and with all due despatch shall cause to be constructed upon the Queen Street Land and the Anzac Square Land at the expense of the S.G.I.O. in a proper and workmanlike manner the works in accordance with the draft plans and all drawings and specifications relating thereto, and shall use its best endeavours with a view to achieving practical completion of the Civic Square and Park, the said twin first level pedestrian walkways and bridges and the pedestrian tunnels under Ann Street and Adelaide Street prior to the month of September 1982 and final completion prior to the month of September 1983.

**5.** Subject to the provisions of Part III of this Agreement the S.G.I.O. shall—

- (a) engage a qualified consultant or consultants from time to time for the purpose of supervising at the cost and expense of the S.G.I.O. the works in accordance with the draft plans drawings and specifications and for the purpose of preparing such additional plans drawings and specifications as may be required with respect thereto but shall before any such engagement submit to the Council the name of the proposed consultant for approval by the Council (such approval not to be unreasonably withheld);
- (b) at its own cost and expense construct the Civic Square and Park in accordance with plans which are to be prepared by the S.G.I.O. at its own cost and expense and submitted before commencement of the construction to the Council for the approval of its Building Surveyor or other duly authorised officer (such approval not to be unreasonably withheld).

**6.** The Council shall forthwith consider the plans referred to in the preceding paragraph (b) of Clause 5 and shall notify the S.G.I.O. or its consultants of its decision thereon and any amendments the Council requires to be made thereto.

**7.** As soon as practicable after practical completion of the Civic Square and Park the S.G.I.O. as Lessor and the Council as Lessee shall execute a Lease of the Civic Square and Park in the form as set out in the Second Schedule hereto for a period of 75 years and the S.G.I.O. shall at its own cost and expense do all things necessary to have the said Lease registered on the title or titles to the Queen Street Land in the Office of the Registrar of Titles at Brisbane.

**8.** The S.G.I.O. shall on the expiration or earlier determination of the term of the said Lease transfer free of all cost and expense to the Council an estate in fee simple in the Queen Street Land together with all improvements thereon to the Council free from all encumbrances other than the easements required to be granted hereunder by the S.G.I.O. to the Bank, such other easements as may be granted by the S.G.I.O. below the Civic Square and Park and those leases then subsisting which were previously granted by the S.G.I.O. and approved by the Council and shall do all things necessary on its part to have such land registered in the name of the Council in the office of the Registrar of Titles at Brisbane.

**9.** The Queen Street Land and all improvements shall subject to the provisions of this Agreement be at the risk of the S.G.I.O. from the date of settlement.

**10.** The S.G.I.O. shall make its own arrangements to obtain any necessary permits or authorisations to enter upon the Anzac Square Land for all purposes of this Agreement or in any way arising out of or in connection therewith and to obtain all such permits from the Council and such other authorities as may be necessary for the works and the Council agrees to use its best endeavours to ensure the expeditious issue on its part of any such permits or authorisations.

**11.** The Council warrants that it is seized of an estate in fee simple in the whole of the Council Land free from encumbrances and undertakes to do all such acts and things on its part as and when required to enable registration of the memorandum of transfer referred to in Clause 1 of this Part II to be effected.

**12.(1)** All rates (other than excess water charges) and outgoings with respect to the Council Land shall be paid and discharged by the Council up to and including 31 December, 1982 and from and after that date by the S.G.I.O.

**(2)** The S.G.I.O. shall pay all excess water charges with respect to the Council land from and after the date of settlement.

**13.** Vacant possession of the Council Land shall be given and taken at the date of settlement.

**14.** From and after practical completion of the Civic Square and Park the maintenance repair upkeep and control of all tunnels pedestrian walkways and vehicular ramps (hereinafter in this clause collectively called “the facilities”) included in the works and to which the public shall have ingress and egress shall be the responsibility of:—

- (a) In the case of any or all of the facilities—
  - (i) below the Civic Square and Park; and
  - (ii) below the surface of Adelaide Street; and
  - (iii) providing access from the carriageway of Adelaide Street to the areas referred to in the preceding sub-paragraphs (i) and (ii),

the S.G.I.O. at its expense; and

- (b) In the case of the pedestrian walkways from the North-Western alignment of Ann Street to the Queen Street Land (excluding those described in sub-paragraphs (ii) and (iii) of the preceding paragraph (a)) and the pedestrian tunnels from the North-Western alignment of Ann Street to the Anzac Square Land—

the Council at its expense; and the Council undertakes to take all reasonable steps to ensure that such maintenance repair and upkeep shall be carried out as required and in a proper and workmanlike manner.

**15.** The S.G.I.O. shall pay all costs of and incidental to the preparation of this Agreement but excluding any costs, fees, charges or other expenses whatsoever arising out of or in any way connected with any prior agreement documentation arrangement or commitment to which the S.G.I.O. was not a party.

**16.** Should—

- (a) the S.G.I.O. resolve to abandon its present intention of completing the works; or
- (b) the works not be completed within 3 years from the date of settlement provided always that and subject to subparagraph (c) hereof should such completion be delayed by any matter or thing not reasonably within the control of the S.G.I.O. including therein but without limiting the generality thereof strikes, lock-outs, civil commotion, enemy action, act of God and inclement weather then the said period of three years shall be extended by a period equal to the period of the delay (or if more than one by the aggregate thereof) so caused or so arising; or
- (c) the works not be completed within 10 years from the date of settlement or such further period as may be mutually agreed upon between the Council and the S.G.I.O.; or
- (d) the S.G.I.O. not have executed and submitted to the Council the Lease referred to in Clause 7 hereof in registrable form within 6 months of practical completion of the Civic Square and Park,

then the S.G.I.O. shall retransfer to the Council free of all cost to the Council an estate in fee simple in the Council land together with all

improvements thereon at the expense of the S.G.I.O. and the S.G.I.O. shall do all things necessary on its part to have such land registered in the name of the Council free from all encumbrances other than the easements required to be granted hereunder by the S.G.I.O. to the Bank in the office of the Registrar of Titles at Brisbane.

17. The S.G.I.O. shall within 30 days of final completion execute in favour of the Council a pedestrian easement of right of way along and over the area marked "G", more particularly set out and described in the draft plan in the Tenth Schedule hereto and otherwise upon the terms and conditions of the draft more particularly set out in the Ninth Schedule hereto.

### **PART III—THE ACQUISITION OF THE BANK'S LAND**

1.(1) For the consideration more specifically referred to in Recital H hereof and in order that the S.G.I.O. may obtain Title to the Bank's Land for the purpose of including it with the Council Land in the Anzac Square Project but for no other purposes, the Bank shall on date of settlement transfer to the S.G.I.O. the Bank's Land.

(2) (a) The S.G.I.O. shall at least 10 days prior to the date of settlement deliver to the Bank copies of the proposed building agreement for the works.

(b) The Bank shall be entitled to require amendments to the building agreement if in the opinion of the Bank the provisions of the building agreement are inconsistent with this agreement provided however that the Bank shall notify the S.G.I.O. of any such amendments within 5 days of the receipt by the Bank of the said building agreement, and the S.G.I.O. shall cause the said building agreement to be amended accordingly.

(3) If for any of the reasons referred to in Clause 16 of Part II of this agreement the works shall not be completed or if pursuant to sub-clause 4 of this Clause 1 of this Part III the works shall be deemed not to have been completed, the S.G.I.O. shall retransfer to the Bank the Bank's Land without any further cost or payment moving from the Bank to the S.G.I.O.



in accordance with sub-clause 6 of this Clause.

(4) Subject to the provisions of sub-clause (5) notwithstanding final completion or that the works may otherwise be or appear to be completed, the works shall be deemed not to have been completed on the happening of any one of the events following, that is to say:—

- (a) If the S.G.I.O. shall within 6 months after final completion or within 6 months of any announcement by the S.G.I.O. or other evidence that the works have been completed have failed to execute and deliver to the Bank duly executed easements, drafts of which are set out in the Third, Fifth, Sixth and Seventh Schedules hereof and do all such acts or things as may be required by the S.G.I.O. to enable such easements to become registered;
- (b)—
  - (i) If within 9 months from the date of settlement as herein defined the builder has not commenced the works; or
  - (ii) If having commenced such operations the builder shall for a continuous period of 9 months or more have ceased work on the site and the S.G.I.O. shall not within the further period of 9 months either by itself or by any builder appointed by the S.G.I.O. for the purpose have commenced or recommenced as the case may be such building operations.
- (c) If the S.G.I.O. shall not contemporaneously with or as soon as practicable after the execution of this Agreement itself enter into such agreements (which agreements shall mean and include all necessary contracts or sub-contracts ancillary thereto) necessary for the works;
- (d) If the S.G.I.O. shall resolve to abandon its present intention of completing the works;
- (e) If the Council or the S.G.I.O. shall, without the prior consent in writing of the Bank (such consent to be not unreasonably withheld), take or attempt to take appropriate steps to cause any part of the Queen Street Land to be rezoned for purposes which might permit such land to be used in a manner inconsistent with

the works;

- (f) If prior to final completion the S.G.I.O. shall without the prior consent in writing of the Bank enter into any contract or otherwise convey or transfer or agree to convey or transfer to any person or company or authorise or permit any person or company to use in a manner inconsistent with the Anzac Square Project any part of the lands comprising the Queen Street Land.
- (g) If the S.G.I.O. shall not have executed and submitted to the Council the lease referred to in Clause 7 of Part II hereof in registrable form within 6 months of practical completion of the Civic Square and Park.

(5) If but for this sub-clause the works shall be deemed not to have been completed pursuant to the provisions of the preceding sub-clause hereof and if the reason, or one of the reasons, for such non-completion shall have been a delay caused by any matter or thing not reasonably within the control of the S.G.I.O. including, but without limiting the generality thereof, strikes, lock-outs, civil commotion, enemy action, Act of God or inclement weather, then for the purpose of computing time pursuant to the relevant paragraphs of the preceding sub-clause hereof, the period of such delay shall be taken into account and such time shall to the extent of such delay be extended accordingly.

(6) If the works shall not be completed:—

- (a) The S.G.I.O. shall as soon as practicable thereafter cause the Queen Street Land to be resurveyed at its own cost and expense so as to enable a separate Certificate of Title to issue with respect to the Bank's Land and shall cause such plan of resurvey to be lodged with all necessary supporting documents in the Office of the Registrar of Titles at Brisbane;
- (b) The S.G.I.O. shall within 30 days of delivery to it by the Bank or its solicitors of a Memorandum of Transfer of the Bank's Land (as redefined by such resurvey) and all necessary supporting documents to enable the S.G.I.O. to retransfer title thereto to the Bank, duly execute and hand to the Bank such documents and a Certificate of Title thereof free of all encumbrances (save for easements and other encumbrances if any granted to the Bank pursuant to this Agreement).

**2.(1)** The S.G.I.O. shall within 30 days of final completion execute in favour of the Bank a grant of easement upon the terms and conditions of the draft grant of easement set out and described in the Third Schedule hereto over that part of the Queen Street Land as is described as Easement X and delineated in red on the draft plan particularised in the Fourth Schedule hereto with such modifications thereto as may be necessary to conform with any variations in the height data of the various floors of the building on the Queen Street Land consequent upon the completion of the construction thereof.

**(2)** It is the intention of the parties hereto that the grant of easement referred to in the preceding sub-clause hereof shall be over such part of the vehicular trafficway within the said building as will enable vehicles to go pass and repass between the point at which a door had previously been constructed on the lower floor level of the Wales Building through the said trafficway of the said building to the trafficway of Adelaide Street.

**(3)** Within 30 days of final completion the S.G.I.O. shall at its own cost and expense cause a registrable plan of the said easement to be prepared by an authorised surveyor and registered in the Office of the Registrar of Titles at Brisbane, such plan to conform as closely as possible to the said draft plan referred to in the Fourth Schedule hereto but to be subject to such amendments as may be necessary if it is found that the works when completed are not within the reduced levels calculated on Australian Height Data of the draft plans.

**3.** The S.G.I.O. shall on date of settlement and upon request by the Bank and in exchange for the Memorandum of Transfer of the Bank's Land referred to in Clause 8 and all necessary supporting documents execute a grant of easement for an ornamental plaque and certain architectural projections and features in accordance with the terms and conditions of the draft grant of easement more particularly set out in the Fifth Schedule hereto and more particularly described as Easement D in Lot 1 on Registered Plan 127671 on Registered Plan 178627 in the County and Parish aforesaid containing an area of 25 square metres and within the limits of R.L. 9.320 and R.L. 26.522 measured in a vertical plane and Easement C in Lot 1 on Registered Plan 127671 within the limits of R.L. 9.013 and R.L. 9.320 measured in a vertical plane containing an area of 4 square metres.

**4.** The S.G.I.O. shall also within 30 days of practical completion of the Civic Square and Park execute in favour of the Bank a grant of easement for

light and air over the land described as Easement B in Lot 1 on Registered Plan 127671 containing an area of 406 square metres above the R.L.'s as will be determined by the surface of that part of the Civic Square and Park as falls within the boundaries of the said Easement B in Lot 1 on Registered Plan 127671 upon the same terms and conditions as the draft grant of easement for light and air more particularly set out in the Sixth Schedule hereto. The S.G.I.O. shall ensure that the surface of that part of the Civic Square and Park within the perimeter of the said easement B in Lot 1 on Registered Plan 127671 and being not less than 3.6 metres from the common boundary of the Wales Building and the said easement B is not above R.L. 9.293 and that the surface level of the remainder of the Civic Square and Park within the perimeter of the said easement B except for certain seats, shrubs and trees, is not above R.L. 9.603. Prior to the carrying out of the landscaping of the Civic Square and Park the Council shall submit to the Bank the proposal plans for such landscaping and the Bank shall, within 14 days of receipt of the proposal plans, notify the Council of its decision thereon and any amendments the Bank requires to be made to those proposal plans in respect of the surface of the Civic Square and Park within the perimeter of the said Easement B in Lot 1 on Registered Plan 127671 and the S.G.I.O. shall carry out the landscaping of the Civic Square and Park in accordance with the plans approved by the Bank and the Council.

5. The S.G.I.O. shall also within 30 days of final completion:—

- (a) execute in favour of the Bank a pedestrian easement of right of way along and over the path marked "T", more particularly set out and described in the Eighth Schedule hereto or upon such other path as may be mutually agreed by the parties hereto prior to final completion and otherwise upon the terms and conditions of the draft more particularly set out in the Seventh Schedule hereto with such modifications thereto as may be necessary to conform with any variations in the height data of the various floors of the building on the Queen Street Land consequent upon the completion of the construction thereof; and
- (b) At its own cost and expense cause a registrable plan of the said easement to be prepared by an authorised surveyor and registered in the Office of the Registrar of Titles at Brisbane, such plan to conform as closely as possible to the said draft plan referred to in the Eighth Schedule hereto but to be subject to such amendments

as may be necessary if it is found that the works when completed are not within the reduced levels calculated on Australian Height Data of the draft plans.

6. The S.G.I.O. shall cause the works to be constructed in accordance with, and the building agreement shall contain, the following provisions, or provisions to the like intent:—

- (a) The S.G.I.O. and/or the builder shall prior to the commencement of the works submit to the Bank for perusal by the Bank, its architects and engineers, the proposed building agreement including the contract plans and specifications pertaining thereto to be executed by the S.G.I.O. and the builder and the S.G.I.O. and the builder shall accept such amendments thereto as shall be reasonably required by the Bank's architects or engineers for the protection of the Wales building or for the prevention of any nuisance or other tort to the Bank its licensees, invitees or other occupiers of the Wales Building.
- (b) The S.G.I.O. and/or the builder shall at no cost to the Bank construct a ramp from the existing level (at R.L. 3.67 approximately) of the former vehicular entrance of the Wales Building to the appropriate next lower level of the car park within the works being approximately at the point where Easement X on the draft plan in the Fourth Schedule hereto adjoins the Wales Building. The ramp shall be constructed to comply at least with the requirements of the minimum standards laid down by the *Building Act 1975-1979* and in accordance with the requirements of the Brisbane City Council's Traffic and Parking Planning Policy 8.1.1. The Bank's architects and engineers shall have access to the design and working drawings to ensure that this condition is fulfilled. The ramp shall be not less than 3.5 metres wide.
- (c) The S.G.I.O. and/or the builder shall make such provisions in the construction of the Civic Square and Park including the provision of cable ducts and access ways for wiring purposes so as to allow for the illumination of the whole of the podium area of that part of the Wales Building adjacent to the Civic Square and Park to a level of between 150 Lux and 200 Lux and so that the whole of that part of the facade of the Wales Building shall have the

luminous intensity evenly distributed over the whole of its area.

- (d) The S.G.I.O. and/or the builder shall take all reasonable measures to prevent spray or over-spray from any fountain or fountains constructed in connection with the Civic Square and Park coming into contact with any portion of the Wales Building and shall further take all reasonable measures to prevent such spray causing inconvenience to members of the public using or enjoying that part of the Civic Square and Park described as Easement B on Registered Plan 127671 containing an area of 406 square metres.
- (e) The S.G.I.O. and/or the builder shall prior to the commencement of the works, ascertain the locations of all drains, pipes, conduits and channels for the passage or conveyance of running water or waste or foul liquids, gas, oil or electricity connected to the Wales Building and which pass in over or upon the Council Land and the Bank's Land and shall take all reasonable measures to prevent the same being in any way damaged or the services enjoyed thereby damaged interrupted or diminished during the construction of the works. Without prejudice to any right of action which the Bank may have against the S.G.I.O. or the builder at law or otherwise for damage so caused or diminution in services suffered thereby, the S.G.I.O. and/or the builder shall make good to the satisfaction of the Bank any damage so caused and shall pay all costs incidental thereto.
- (f) The S.G.I.O. and/or the builder shall take all reasonable measures to prevent all exhausts, whether for the purpose of ventilation or for the purpose of emitting gas either from any building or from any machine on or within the Council Land and the Bank's Land being located in such positions as will cause emissions of any kind deleteriously to affect either the Wales Building or the lessees, tenants, invitees and licensees thereof or members of the public in and about the same and shall further ensure that all such exhausts comply with the requirements of the *Clean Air Act* 1963-1978.
- (g) The S.G.I.O. and/or the builder shall, before commencing the works, carry out at its own cost and expense a survey of the relevant parts of the Wales Building, such as will completely document the condition thereof. The survey shall include all such

photographs, diagrams and other material as may be necessary to show accurately the present condition of the structure of the Wales Building. One copy of the survey, signed by or on behalf of the Bank, the S.G.I.O. and the builder shall be deposited with the Bank prior to the commencement of the works. The S.G.I.O. shall give due notice to the Bank of its intention to make such survey. Photographs shall be taken by a commercial photographer or by the S.G.I.O.'s photographer if so directed by the S.G.I.O. The S.G.I.O. and/or the builder shall carry out such further photographic and other surveys as may be reasonably required by the Bank, its architects or engineers during the course of the works or upon their final completion.

(h)—

- (i) The S.G.I.O. and the builder shall comply with all by-laws, regulations, Acts and appropriate Codes of Practice and, without limiting the generality of the foregoing, in particular A.S. 2187-1979 SAA Explosives Code with respect to the use of explosives in connection with the works.
- (ii) All blasting shall be carried out by a person holding a current Shot Firer's Licence issued by the Department of Mines pursuant to the *Explosives Act* 1952-1980 as amended from time to time and a Blasting Permit from the Brisbane City Council and shall be executed in accordance with the Brisbane City Council Ordinances and, in particular, Chapter 5, Part 6 or any ordinances in amendment of or substitution therefor.
- (iii) Before the commencement of any blasting work the S.G.I.O. and/or the builder shall not later than 1.00 p.m. on the day preceding the day upon which it proposes to use explosives notify the Bank of its intention so to do indicating the method proposed to be used in carrying out the work, the spacing of drill holes, the type and weight of explosives per hole, the method of stemming and firing, the anticipated times of firing, face protection and such other relevant information as the Bank or its architects or engineers may require. In receiving such information the Bank shall not be deemed to have approved either the method or manner of

blasting or any of the engineering or other statistical or other data contained therein nor, in the event of subsequent damage, to have consented to any tortious act nor to any act which but for this sub-paragraph (iii) of this sub-clause (h) of Clause 6 may constitute a breach of contract or give rise to a right of action at the suit of the Bank against the S.G.I.O., the builder or any other person nor to have waived any right of action against the S.G.I.O., the builder or any other person.

- (iv) The S.G.I.O. and/or the builder shall use explosives only to fragment and loosen rock, which cannot practicably be excavated by other means. The amount of explosives to be used in any one charge shall be the minimum practicable for such work. The vibration resulting from the blasting shall be reduced by the use of a properly designed milisecond delay firing system.

(i)—

- (i) The S.G.I.O. and the builder shall before any underpinning work is commenced, thoroughly familiarise themselves with the site conditions, types of footing and footing levels of the Wales Building and of all other matters pertaining to the protection of the Wales Building and shall do all such acts and things and take all such steps as shall be necessary to ensure that at all times the Wales Building is properly and adequately shored and underpinned and that all such other works as may be necessary for the protection and support of the Wales Building are carried out.
- (ii) The S.G.I.O. and/or the builder shall notify and obtain the approval of the Bank prior to commencing such underpinning work. Such notice shall be given in sufficient time to enable the Bank to have the proposals checked by its own architect and/or engineer.
- (iii) The S.G.I.O. and/or the builder shall protect, support and maintain the Wales Building and the soil and space beneath such building abutting and/or adjacent to the Bank's Land.
- (iv) The S.G.I.O. and/or the builder shall at its or their own cost



provide full and adequate protection and, where necessary, cover for all surfaces of the Wales Building and shall ensure that all such surfaces shall not be injured or stained by the works. The S.G.I.O. and/or the builder shall take all necessary precautions to minimise dust.

- (j) The S.G.I.O. and/or the builder shall provide a stair or ramp from the existing entrance to the Lower Ground Floor level (at R.L. 5.051) of the Wales Building adjacent to the Bank's Land to meet the floor level of the easement referred to in the Seventh Schedule. Such stair or ramp shall be not less than 3 metres wide. The stair or ramp shall be constructed to comply at least with the minimum standards prescribed by the *Building Act* 1975-1979.
- (k) The S.G.I.O. and/or the builder shall ensure:—
  - (i) That the topmost finished level of that section of the Civic Square and Park adjoining the Wales Building shall not under any circumstances be above or at the finished level of the Ground Floor of the Wales Building, but shall in all cases be a minimum of 25 millimetres below the same;
  - (ii) that upon final completion of the works there shall be unimpeded pedestrian access from the topmost finished level of the Civic Square and Park to the ground floor level of the Wales Building;
  - (iii) that no surface water deposited on the topmost finished level of the Civic Square and Park shall intrude upon the Ground Floor of the Wales Building; and that adequate falls and drainage are provided to the topmost finished level of the Civic Square and Park to ensure against such happening.
- (l) The Bank and its architects and engineers may at any time and from time to time on notice to the S.G.I.O. enter upon the site for the purpose of inspecting the work in progress.
- (m) The S.G.I.O. and/or the builder shall be liable to the Bank for all and any damage howsoever arising caused to the Wales Building as a result of the development of the site and/or the construction of the works and the S.G.I.O. and/or the builder shall from time to time during the course of construction as such damage (if any) occurs or, if the Bank shall so agree, upon the completion of the

works, make good at its or their own cost and expense to the reasonable satisfaction of the Bank or its architect any damage so caused.

**7.(1)** The S.G.I.O. shall before the works are commenced convene a meeting of its insurance brokers and the insurance brokers nominated by the Bank for the purpose of determining the insurable risks contemplated (or which ought reasonably and properly to be or have been contemplated) by this Agreement and in respect of which the Bank (and where applicable Bank of New South Wales) and the S.G.I.O. ought to be protected and the amount of cover appropriate to each such risk.

**(2)** If the insurance brokers referred to in the preceding sub-clause shall be unable to agree to the type or types of policies required or the amount of cover appropriate in the circumstances such matters then in dispute shall be referred to a third independent insurance broker nominated by the Bank's insurance broker and the S.G.I.O.'s insurance broker jointly whose decision shall be final and binding upon the parties.

**(3)** The S.G.I.O. shall either—

- (a) effect at its own expense; or
- (b) cause the builder to effect at his own expense, the various policies of insurance so determined by the said insurance brokers and shall ensure that all such policies are maintained during the continuance of the works.

**(4)** The Bank (and where appropriate Bank of New South Wales) shall be named in all such policies for its (or their) respective rights and interests.

**(5)** Without prejudice to the generality of the foregoing such policies shall cover the works, risks contemplated by this Agreement, public liability and property damage of all kinds.

**(6)** Nothing in this Clause 7 nor in this Agreement nor in any of the said policies shall limit the liability of the S.G.I.O. or the builder to the Bank or Bank of New South Wales to the proceeds of insurance received by the Bank or Bank of New South Wales under any of the policies contemplated or effected pursuant to the preceding sub-clauses of this Clause and it is hereby expressly agreed that the Bank and Bank of New South Wales have agreed to be named in such policies without prejudice to their or each of their rights or to any right of action they or either of them might otherwise

have or acquire either in contract or in tort against the S.G.I.O. or the builder arising out of this Agreement or any matter incidental thereto or out of any act or matter incidental to the works and without prejudice to the generality of the foregoing it is expressly agreed and declared that neither the Bank nor Bank of New South Wales shall be deemed to have consented to any tortious act nor to any act which but for this clause might have constituted a breach of contract.

**8.** On the date of settlement the Bank shall cause its Solicitors to hand to the S.G.I.O. or its Solicitors a proper transfer of the Bank's Land in favour of the S.G.I.O. and other usual supporting transfer documents all duly completed by the Bank so as to render the said transfer capable of immediate registration in the Office of the Registrar of Titles at Brisbane (provided that such transfer and supporting documents are prepared by the S.G.I.O. or its Solicitors at the S.G.I.O.'s expense and are tendered to the Bank or its Solicitors within a reasonable time prior thereto to enable such documents to be completed by the Bank) and to produce or cause to be produced the relevant Certificate of Title to enable such transfer to be registered free from all encumbrances save as herein expressly provided and subject to such easement encumbrances as are presently endorsed upon such Certificate of Title and which will or may merge with the S.G.I.O.'s title upon registration of such transfer.

**9.** The Bank's Land is under the provisions of the Real Property Acts and is subject to the reservations (if any) in favour of the Crown.

**10.** The boundaries and area of the Bank's Land shall be taken as the same appear in the relevant Certificate of Title thereof and no compensation shall be paid or allowed for any error in or mis-description of the said boundaries or area.

**11.** All rates and taxes (including land tax) and outgoings with respect to the Bank's Land shall be paid and discharged by the Bank up to the date of settlement and from and after that date by the S.G.I.O. such rates taxes and outgoings if necessary being apportioned and the S.G.I.O. shall thereafter punctually pay all rates taxes and outgoings charged upon the said land or any part thereof or upon the owner or occupier thereof. Land Tax shall be apportioned on the basis that as at midnight on the previous 30th June the Bank owned no land other than the Bank's Land.

**12.** Vacant possession of the Bank's Land shall be given and taken at the date of settlement.

**13.** The S.G.I.O. shall pay all costs of and incidental to the preparation of this Agreement including any costs, fees, charges or other expenses whatsoever reasonably incurred (including, without limiting the generality of the foregoing, professional fees of any accountants, architects, engineers, photographers, solicitors, surveyors, or other consultants) arising out of or in any way connected with the works but excluding any prior agreement, arrangement or commitment related thereto to which the S.G.I.O. was not a party.

**14.** The S.G.I.O. shall pay all registration survey and planning fees of and incidental to this Agreement and of any transfer plan easement or other document executed pursuant hereto.

**15.** Any consent act matter or thing required to be provided executed carried out or performed by any party shall be given done executed carried out or performed as expeditiously as possible and in any event so as not to unreasonably delay the performance by the other parties or the builder in the carrying out of their obligations in connection with the works.

**16.** The Bank warrants that it is seized of an estate in fee simple in the whole of the Bank's Land free from encumbrances save for the easement encumbrances referred to in Clause 8 of this Part III and undertakes to do all such acts and things on its part as and when required to enable registration of the memorandum of transfer referred to in the said Clause to be effected.

**17.** On or before the commencement of the use of the car park for car parking purposes and from time to time thereafter until the expiration of the term of the said Lease referred to in Clause 7 of Part II hereof the S.G.I.O. (or the Council if the said Lease shall be earlier determined) shall cause to be allocated within the said car park 6 car parking bays for the exclusive use of the Bank free from all rentals and other charges. The S.G.I.O. (or the Council if the said Lease shall be earlier determined) shall also during such term as aforesaid cause to be allocated within the said car park a further fourteen car parking bays for the use of the Bank provided that such last mentioned car parking bays shall be paid for by the Bank at the prevailing rate charged from time to time for comparable car parking bays within the said car park. All of the aforesaid car parking bays shall be located as close as practicable to the vehicular access from the car park to the Wales Building.

## **PART IV—GENERAL**

1. The transfers of the Council Land and the Bank's Land in accordance with the provisions of Part II and Part III respectively of this agreement are subject to the granting of the several grants of easements in accordance with the plans referred to in the Thirteenth and Sixteenth Schedules hereto by the Minister for Lands and Forestry for the State of Queensland for the time being pursuant to the provisions of the *Land Act* 1962-1981 in favour of the Bank the Council and the S.G.I.O. in the forms as set out in the Eleventh, Twelfth, Fourteenth and Fifteenth Schedules hereto within 90 days of final completion provided that prior to the date of settlement an undertaking by the said Minister in a form satisfactory to each of the proposed grantees of the said easements to execute the said easements within such period has been received by each of the said grantees.

2. The parties hereto shall promptly do all such acts and things and sign and execute all such documents as may be necessary to obtain the registration in the office of the Registrar of Titles at Brisbane of the various dealings referred to herein.

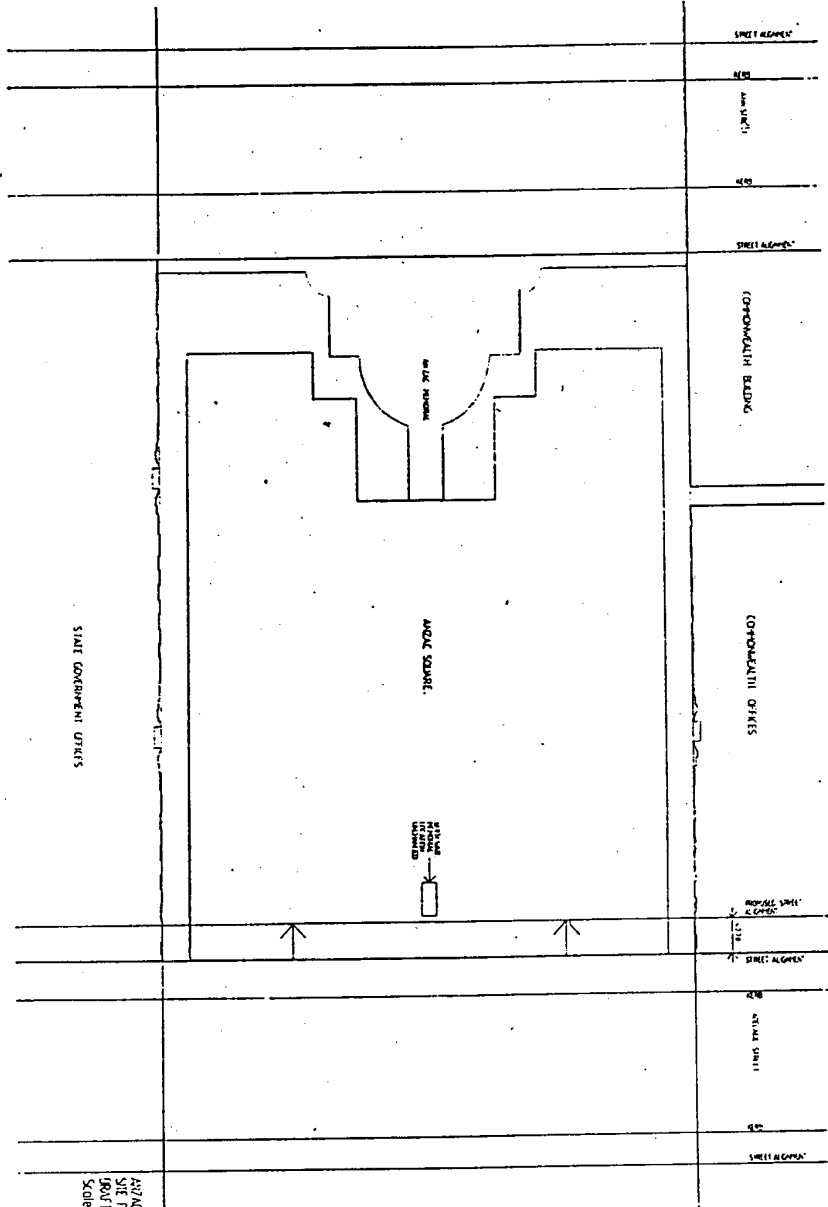
3. The plan of easement for vehicular right of way, a draft of which appears in the Fourth Schedule hereto, the grant of easement of vehicular right of way, a draft of which appears in the Third Schedule hereto, the plan for the pedestrian easement of right of way, a draft of which appears in the Eighth Schedule hereto, the grant of easement of pedestrian right of way, a draft of which appears in the Seventh Schedule hereto, the plan of easement for the pedestrian right of way a draft of which appears in the Tenth Schedule hereto and the grant of easement of pedestrian right of way, a draft of which appears in the Ninth Schedule hereto, shall all be lodged for registration in the office of the Registrar of Titles at Brisbane in priority to any lease or leases granted by the S.G.I.O. other than the lease a draft of which appears in the Second Schedule hereto.

**INDEX TO SCHEDULES**

- First Schedule . . . . . Draft Plans
- Second Schedule . . . . . Draft Lease—S.G.I.O. to the Council
- Third Schedule . . . . . Draft Easement for vehicular right of way over the Queen Street Land from the S.G.I.O. to the Bank
- Fourth Schedule . . . . . Draft Plan of Easement—Third Schedule
- Fifth Schedule . . . . . Draft Easement for ornamental plaque and certain architectural projections and features from the S.G.I.O. to the Bank
- Sixth Schedule . . . . . Draft Easement for light and air from the S.G.I.O. to the Bank
- Seventh Schedule . . . . . Draft Easement for pedestrian right of way to Adelaide Street from S.G.I.O. to the Bank
- Eighth Schedule . . . . . Draft Plan of Easement—Seventh Schedule
- Ninth Schedule . . . . . Draft Easement for pedestrian right of way to Adelaide Street from the S.G.I.O. to the Council
- Tenth Schedule . . . . . Draft Plan of Easement—Ninth Schedule
- Eleventh Schedule . . . . . Draft Easement for vehicular right of way under Adelaide Street from the Crown to the S.G.I.O.
- Twelfth Schedule . . . . . Draft Easement for vehicular right of way under Adelaide Street from the Crown to the Bank
- Thirteenth Schedule . . . . . Draft Plan of Easement—Eleventh and Twelfth Schedules
- Fourteenth Schedule . . . . . Draft Easement for pedestrian right of way under Adelaide Street from the Crown to the S.G.I.O.
- Fifteenth Schedule . . . . . Draft Easement for pedestrian right of way under Adelaide Street from the Crown to the Council
- Sixteenth Schedule . . . . . Draft Plan of Easements—Fourteenth and Fifteenth Schedules

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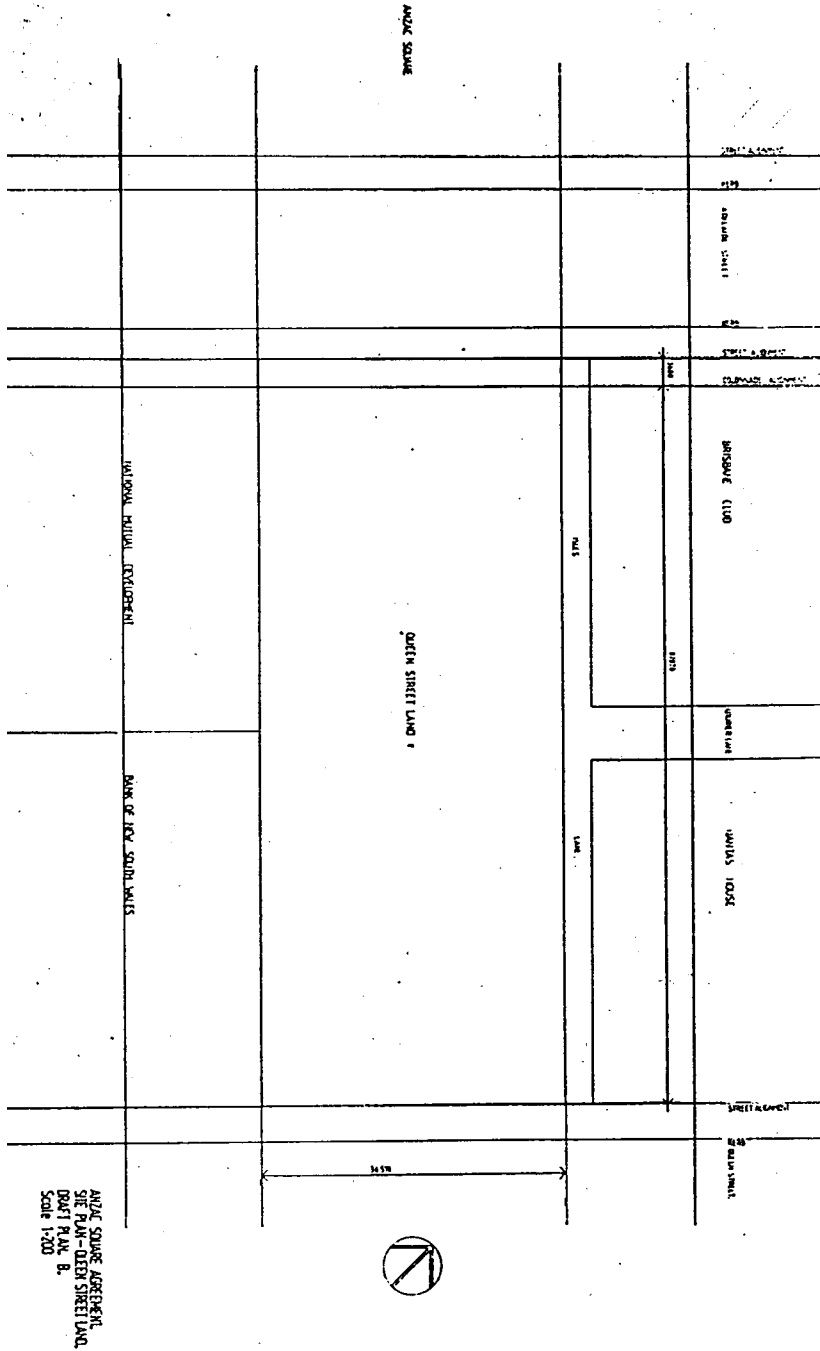
PLAN



ANZAC SQUARE DEVELOPMENT  
 SITE PLAN - ANZAC SQUARE  
 SOUTH PLAN, N1  
 SCALE 1:100

Anzac Square Development Project Agreement

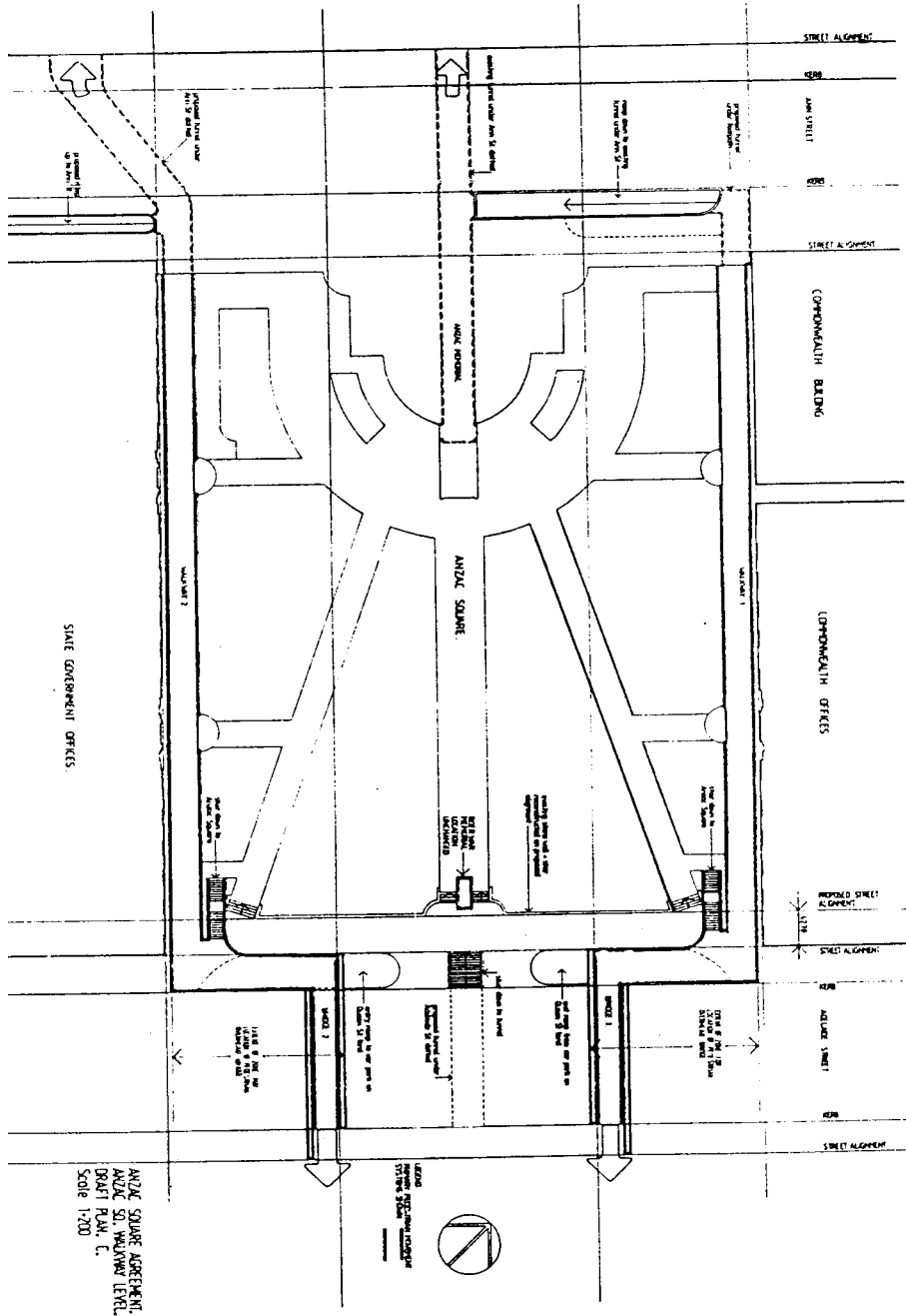
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Anzac Square Development Project Agreement

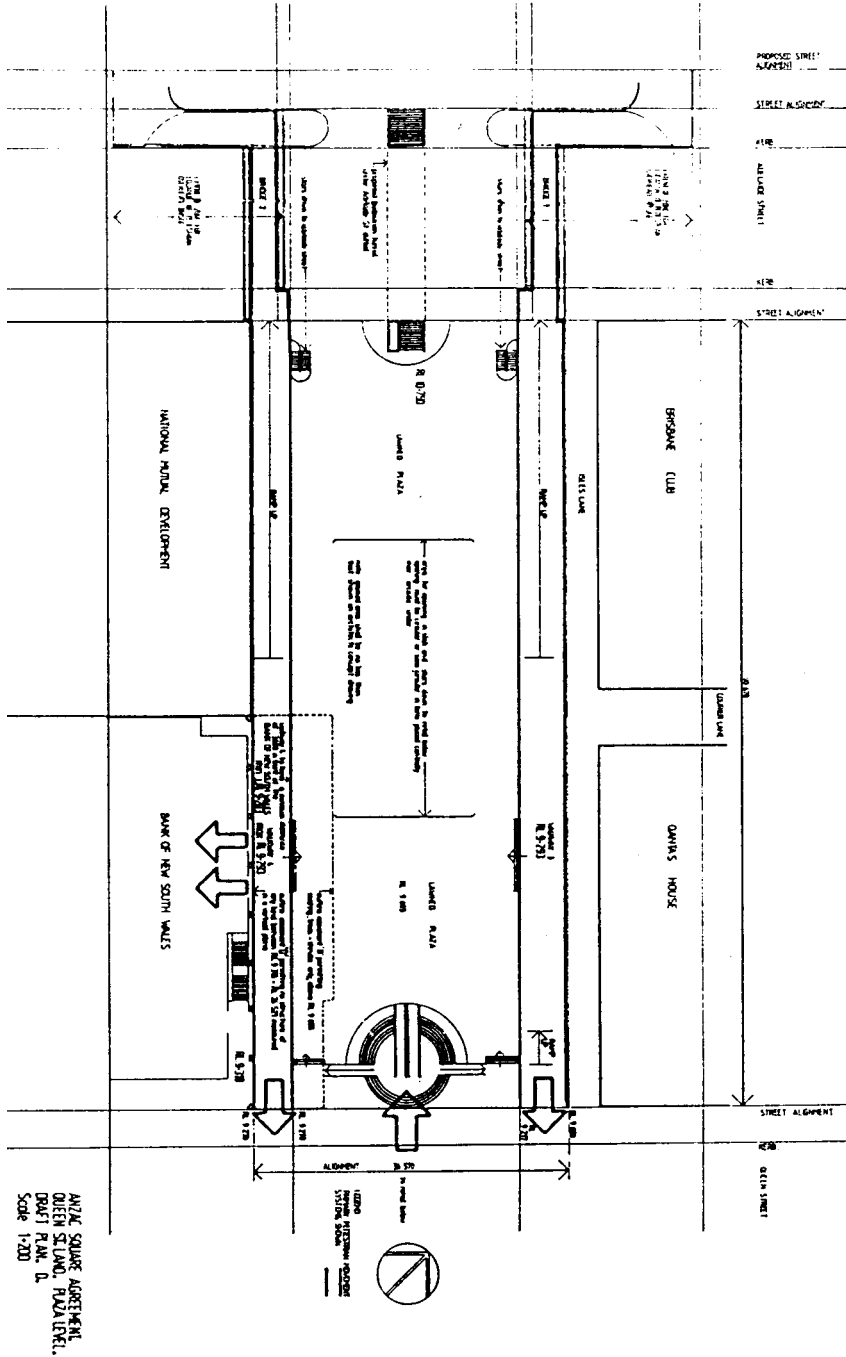
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ANZAC SQUARE AGREEMENT  
ANZAC SQUARE DEVELOPMENT  
DRAFT PLAN, C.  
SCALE 1:200

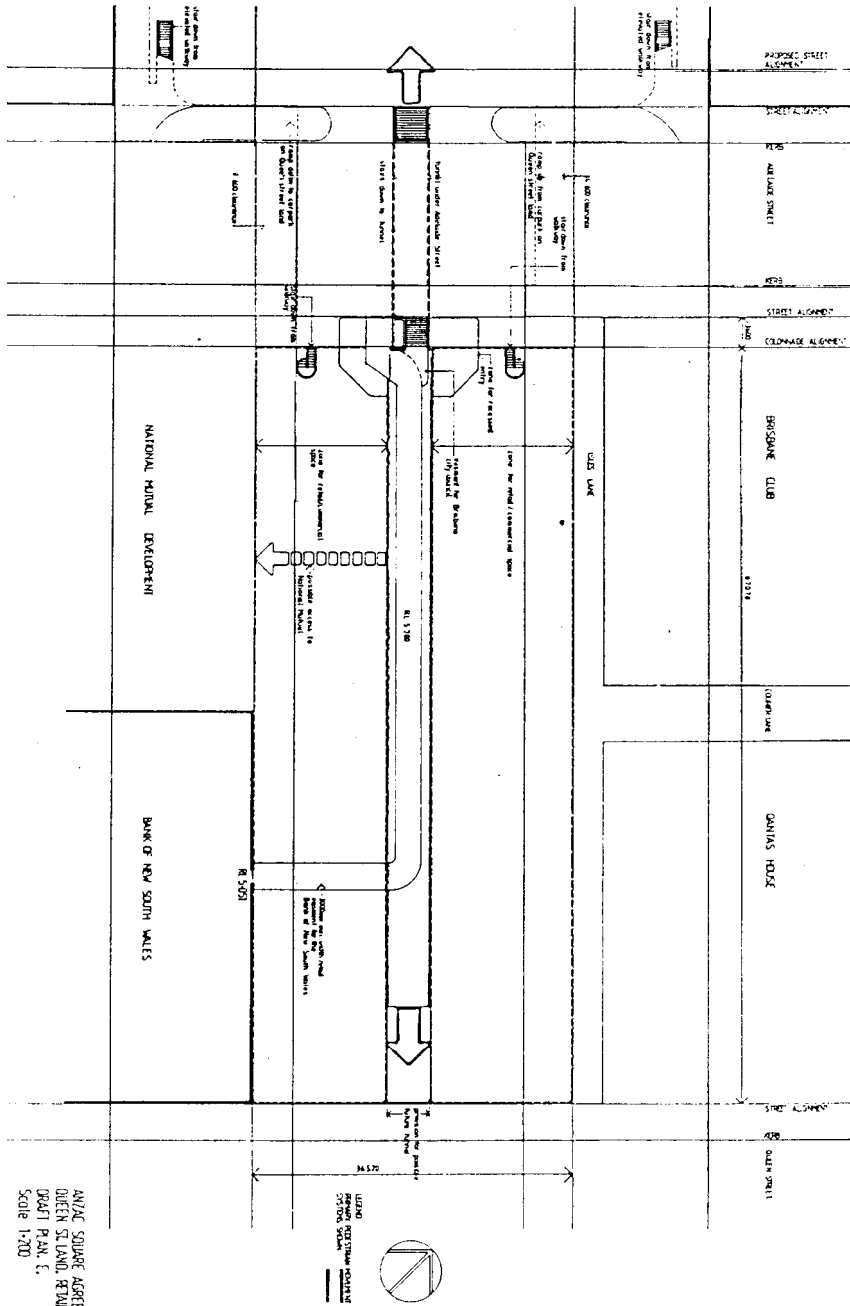
Anzac Square Development Project Agreement

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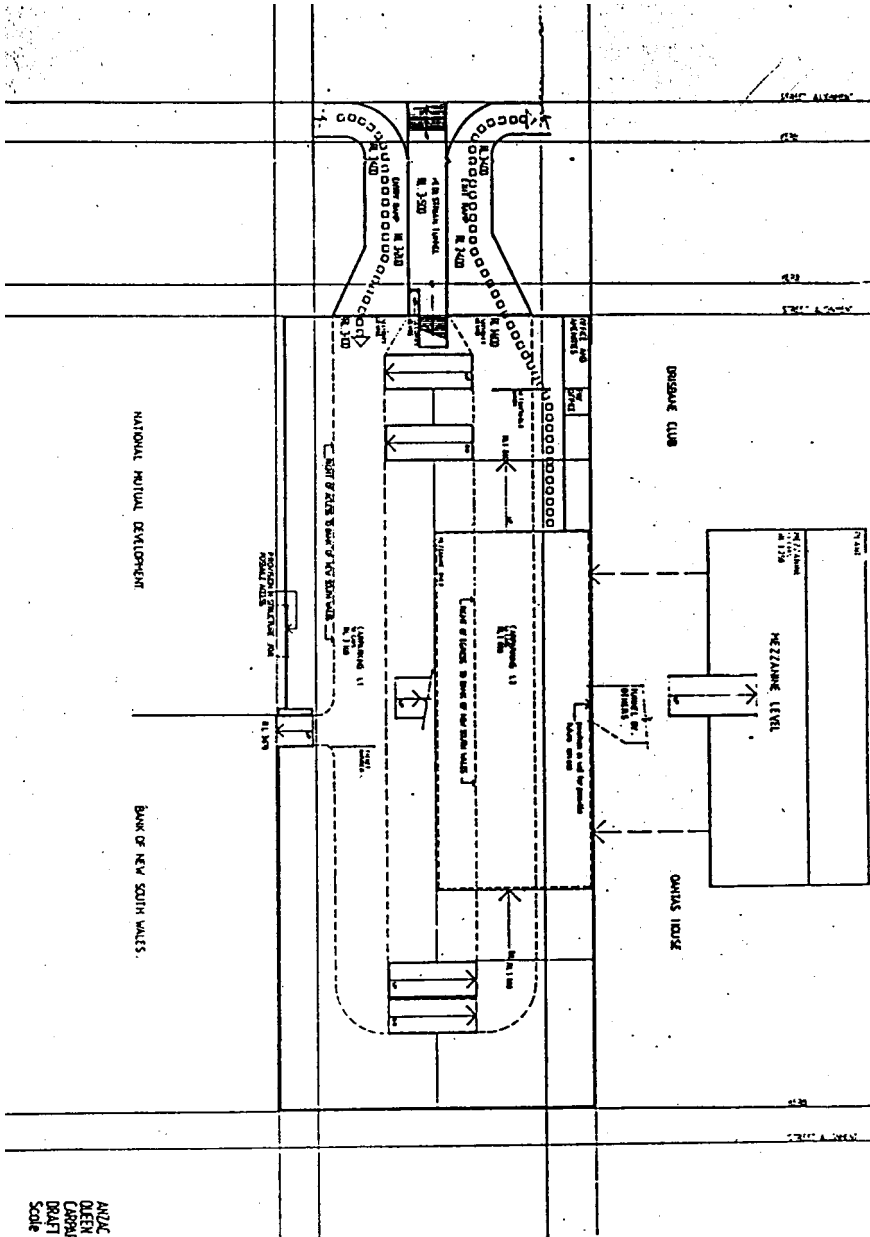
Anzac Square Development Project Agreement

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ANZAC SQUARE AGREEMENT,  
QUEEN ISLAND, RTM LEVEL,  
DRAFT PLAN, E,  
SCALE 1:200

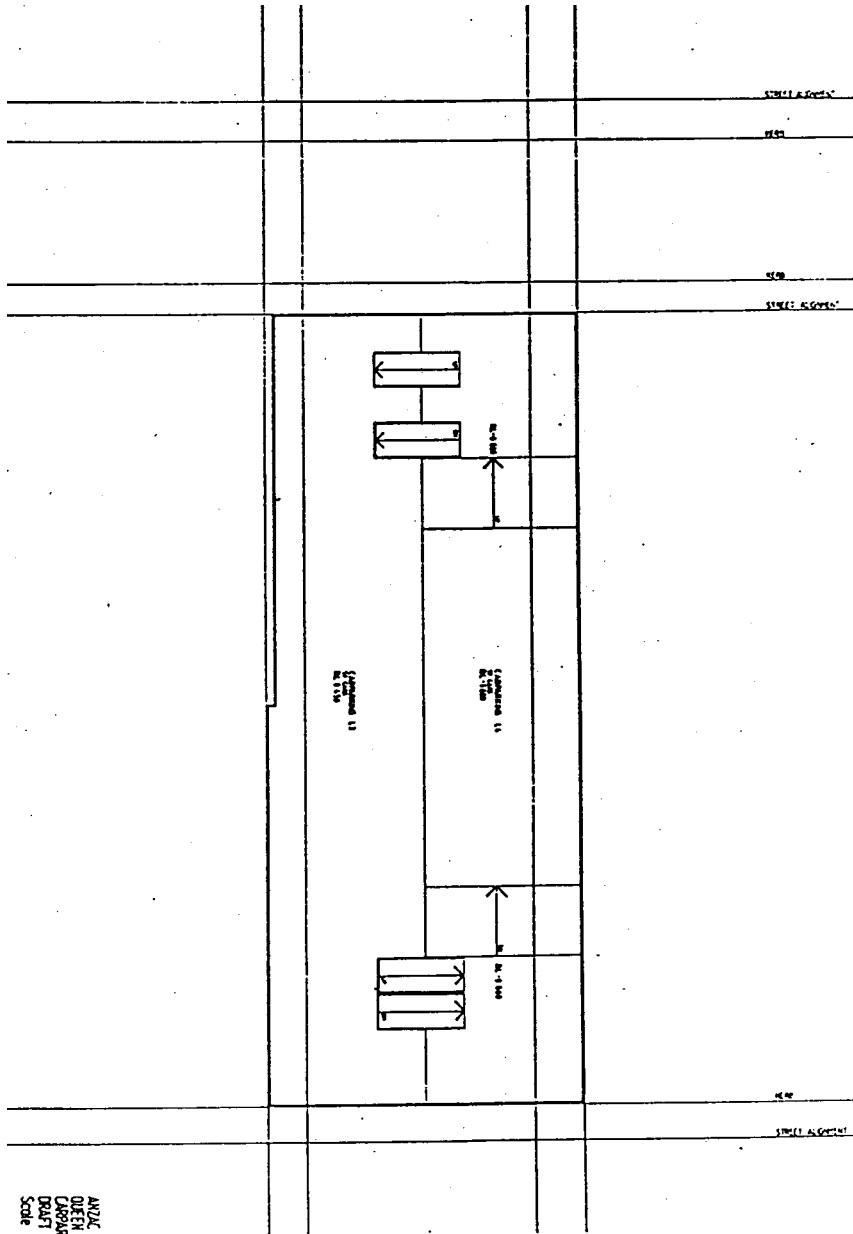
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ANZAC SQUARE AGREEMENT  
QUEEN SLAND  
CORPORATE 11 & 12.  
DRAWN PLAN 5  
Scale 1:200

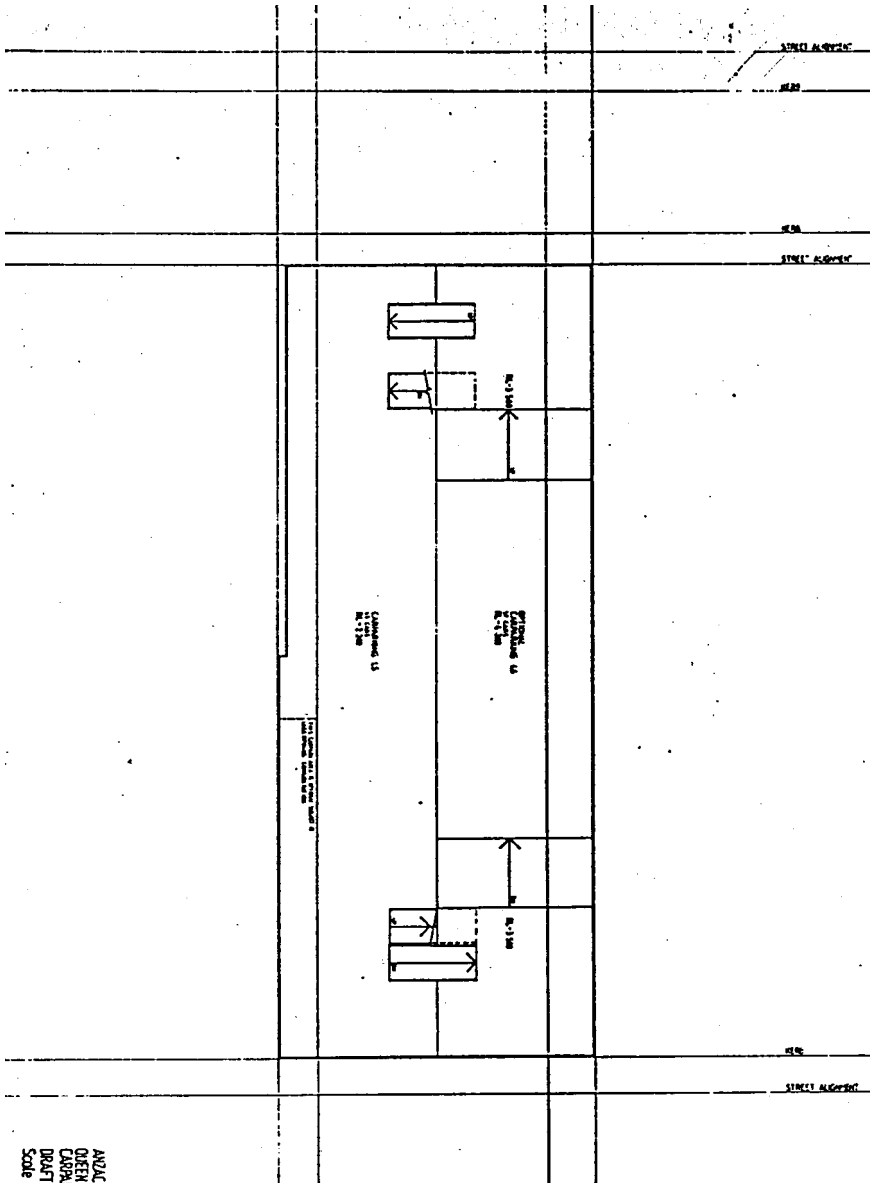
Anzac Square Development Project Agreement

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ANZAC SQUARE AGREEMENT  
QUEEN ST LAND  
CAROLAN (3 & 4)  
DRAFT PLAN G  
Scale 1:200

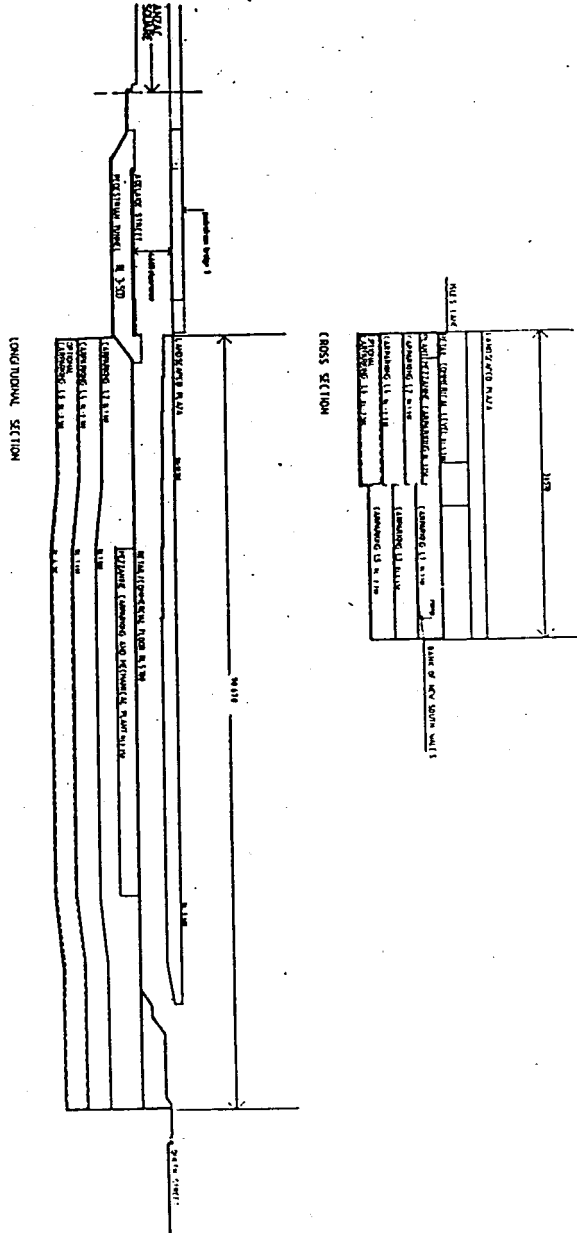
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ANZAC SQUARE AGREEMENT  
DEEN STANG  
CORPORATE & I.G.  
DRAFT PLAN, N.  
Scale 1:200



THE FIRST SCHEDULE HEREBEFORE REFERRED TO  
(continued)



ANZAC SQUARE AGREEMENT  
QUEEN ST LAND  
SECTION 5  
DRAFT PLAN 1  
Scale 1:200

**THE SECOND SCHEDULE HEREINBEFORE  
REFERRED TO**

**“E”**

**LEASE**

STATE GOVERNMENT INSURANCE OFFICE (QUEENSLAND) the corporation duly constituted by the *State Government Insurance Office (Queensland) Act 1960-1979* (hereinafter called “the Lessor”) being the registered proprietor of an estate in fee simple SUBJECT HOWEVER to such encumbrances liens and interests as are notified by memorandum endorsed hereon in all that piece or parcel of land situate in the County of Stanley Parish of North Brisbane City of Brisbane being Lot 1 on Registered Plan 127671 containing an area of 3 311 square metres and being the whole of the land contained in Certificate of Title Volume Folio (“the said land”) AND having caused to be constructed on the said land a building (“the Lessor’s building”) DOES HEREBY LEASE to BRISBANE CITY COUNCIL a body corporate duly constituted by and under the *City of Brisbane Act 1924-1980* (“the Lessee”) all that part of the said land above the levels defined by a line varying from R.L. to R.L. delineated in red on the Sketch contained in the Schedule hereto (hereinafter together with all improvements now or hereafter erected or to be erected thereon referred to as “the demised area”) TO BE HELD by the Lessee as tenant for the term of Seventy-five (75) years commencing (notwithstanding the date hereof) from and including the day of 198 at such rentals as are hereinafter set forth and subject to the following covenants conditions and restrictions namely:—

1. The Lessee covenants and agrees with the Lessor at all times during the demised term:—

1.1 To pay to the Lessor the yearly rent of TEN CENTS (10c) such rent to be paid yearly by the Lessee on demand therefor by the Lessor.

1.2 Not to assign its interest herein in the demised area or any part thereof.



THE SECOND SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

**1.3** Not to cause or permit to be caused any damage to or interference with any property or installations below the demised area nor to cause or permit to be caused any interference with the operation maintenance management and working of any section of the Lessor's building below that level.

**1.4** Not to do nor permit to be done upon the demised area or any part thereof anything which in the opinion of the Lessor is likely to obstruct inconvenience or annoy persons in the neighbourhood of the demised area or likely to impede the free flow of pedestrian traffic to or from the demised area to or from the Lessor's building below the demised area.

**1.5** Not to cause the flow or leakage of water or any fluid into or upon the Lessor's building below the demised area or any part thereof from any part of the demised area.

**1.6** From time to time and at all times during the demised term well and substantially to keep maintain and repair the demised area and including, without limiting the generality thereof, all additions, fixtures, installations, fittings and appurtenances thereon and thereto of whatsoever nature and the walls pipes wires drains and appurtenances thereof (which are provided for the exclusive use and enjoyment of the demised area) and together with the plant machinery and equipment referred to in Clause 2.4 hereof but otherwise limited to those within the demised area and to replace or renew all of the said additions, fixtures, installations, fittings, appurtenances, plant, machinery and equipment and any part or parts thereof as and when necessary or required to the satisfaction of the Lessor and also at all times during the demised term to bear and pay all costs and expenses payable in respect thereof and where any such costs and expenses as aforesaid are paid by the Lessor the same shall be repayable by the Lessee to the Lessor on demand and the Lessee shall keep the Lessor indemnified against all such costs and expenses as aforesaid.

**1.7** (a) To permit the Lessor by its agents with or without workmen and others at all reasonable times to enter upon and view the condition of the demised area and upon receipt of reasonable notice by the Lessor requiring the Lessee so to do the Lessee shall carry out all repairs and work specified

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

in that notice and required to be carried out by the Lessee pursuant to Clause 1.6 hereof.

(b) To permit the Lessor or the agents of the Lessor with or without workmen and others at all reasonable times and on reasonable notice to the Lessee to enter upon the demised area for the purpose of effecting at the cost and expense of the Lessor any alteration, remodelling or repairs (if any) which it may be incumbent upon the Lessor pursuant to law to carry out for ensuring the safety or preservation of the Lessor's building.

(c) To effect at the cost and expense of the Lessee any alteration, remodelling or repairs in respect of the demised area which it may be incumbent upon the Lessee pursuant to law to carry out for ensuring the safety or preservation of the Lessor's building and/or the demised area and the Lessee shall as soon as practicable after the coming to the knowledge of the Lessee of the requirement to effect any such alterations, remodelling or repairs give written notice thereof to the Lessor PROVIDED HOWEVER that the Lessor shall carry out such repairs, alterations, remodelling or work pursuant to sub-clause (b) of this Clause 1.7 doing as little damage to the demised area and the Lessee's fixtures, fittings, installations and appurtenances thereon and thereto and causing as little inconvenience and interruption to the Lessee as may be and shall make good any damage caused in the carrying out of such repairs, alterations, remodelling or work to the reasonable satisfaction of the Lessee.

**1.8** At all times during the demised term to keep and at the expiration of the said term to deliver up the demised area and all improvements thereon in good clean order condition and repair fair wear and tear and damage by earthquake act of God or enemy action or act of or in resisting enemy action without any neglect or default on the part of the Lessee excepted.

**1.9** To the extent that they are applicable to the Lessee duly and punctually to comply with and observe all statutes now or hereafter in force and all ordinances regulations and by-laws thereunder and orders and regulations of all other relevant authorities relating to the demised area and all requirements and orders lawfully given or made by any public body or authority relating to the demised area within the time required by the notice or order.

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

**1.10** The Lessee shall pay and discharge all accounts for water and electricity used or consumed by the Lessee in, on or upon the demised area and provided the Lessee is a local authority charged with the reticulation of water to the said land the quantity of water used in on or upon the demised area shall not be included in the calculations of the quantity of water used in on or upon the Lessor's building for the purpose of assessing water charges in respect of the Lessor's building.

**1.11** To indemnify and keep indemnified the Lessor against all damages losses costs and expenses which the Lessor may sustain expend or be put to by reason or on account of any neglect or default on the part of the Lessee to observe and perform any of the covenants or agreements on the part of the Lessee herein contained or implied.

**1.12** To indemnify and keep indemnified the Lessor in respect of any accident howsoever occurring other than through the negligence of the Lessor its servants or agents which may occur in connection with the use by the Lessee its agents employees licensees servants and members of the public of any part of the demised area and in connection with the use by the Lessee its agents employees and servants of any installation thereon and without limiting the generality of the foregoing including the stairways walkways passages and entrances of and to the demised area that have been dedicated for public use and to procure and maintain and from time to time and at all times during the term hereof a public liability insurance policy in respect of the demised area (extending nevertheless to any damage to adjoining or nearby premises) covering fire water or explosion and accident caused or contributed to by the Lessee its servants agents and employees for a sum not less than the sum of FIVE MILLION DOLLARS (\$5,000,000).

**2.** The Lessor hereby covenants and agrees with the Lessee as follows:—

**2.1** That if the Lessee shall promptly pay the rent hereby reserved and observe and perform the covenants and agreements of the Lessee herein throughout the demised term the Lessee shall peaceably hold and enjoy the demised area during the demised term without any interruption by the Lessor or any persons lawfully claiming under or in trust for the Lessor.

**2.2** The Lessor shall at all times during the demised term well and

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

substantially repair and carry out all maintenance whatsoever of all of the footings and foundations of the demised area and all of the Lessor's building below the demised area and all stairways, tunnels, subways, exits and entrances from and to the demised area to and from the Lessor's building below the demised area and all drainage, sewerage, water, electricity and other installations in on or through any part of the Lessor's building below the demised area (all of which are hereinafter in this clause called "the Lessor's improvements") as may be necessary for the safety and preservation of the Lessor's improvements and the demised area. The obligation of the Lessor under this clause shall include reinstatement, repair, replacement, structural alterations and additions required from time to time during the said term pursuant to the Ordinances of the City of Brisbane or the By-laws, rules or regulations of any other relevant authority or pursuant to orders or directions given under those Ordinances or By-laws.

**2.3** That the Lessor will pay all costs of and incidental to the preparation of this Lease and all fees necessary to effect registration thereof on the Certificate of Title to the said land in the office of the Registrar of Titles at Brisbane.

**2.4** (a) The Lessor shall at its own cost and expense provide such plant, machinery and equipment as are necessary for the efficient operation of any special feature constructed by the Lessor in the demised area and for the lighting of the demised area.

(b) In the event of any plant machinery and equipment as aforesaid being located in the Lessor's building below the demised area the Lessor hereby grants to the Lessee so long as the Lessee shall require the full free right and liberty from time to time and at all times to have and remain in the Lessor's building such plant, machinery and equipment as are referred to in Clause 1.6 hereof or as are necessary for the use and enjoyment of the demised area and for the purposes aforesaid and for the purposes of operating, using, maintaining, inspecting, replacing or repairing the aforesaid plant, machinery and equipment the Lessee and its servants, agents, workmen, contractors, subcontractors and others authorised by it together with all equipment and materials considered necessary by the Lessee shall have the full free and uninterrupted right and liberty by day or

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO  
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by night during such hours as that level of the Lessor's building is open for business to the public to enter upon, remain in and use the Lessor's building and to remove such lastmentioned equipment and materials and to do such other ancillary works and things as the Lessee shall in its discretion think fit doing as little damage as may be and restoring the Lessor's building to its former state and condition so far as practicable.

**3.** It is hereby agreed by and between the Lessor and the Lessee as follows:—

**3.1** It is hereby acknowledged that the demised area is to be controlled managed and maintained by the Lessee as a Civic Square and Park and for no other purpose whatsoever in accordance with the powers and duties of the Lessee under and by virtue of the provisions of the *City of Brisbane Act 1924-1980* and the City of Brisbane Ordinances in all respects as if it were a public park coming within those provisions and subject to the provisions herein contained the Lessee shall have the unfettered right during the demised term to exercise such powers and carry out such duties as may be necessary in accordance with the said Act and Ordinances AND the Lessee may give such name as it thinks fit to the Civic Square and Park provided that such name is to be separate from and in no way likely to be related to or associated with the Lessor's building below the demised area.

**3.2** The Lessor shall not be liable to the Lessee or any person claiming under or through the Lessee for any loss or damage whatever directly or indirectly caused by or arising from rain or other water or fluids flowing or leaking into or being on the demised area or any part thereof.

**3.3** That any waiver by the Lessor of any breach of any of the covenants of this Lease on the part of the Lessee shall not affect or prejudice the rights and remedies of the Lessor in respect of any future or other breach of the covenants and the agreements on the part of the Lessee herein contained and implied.

**3.4** That the Lessor shall have the right at all reasonable times (subject to the prior consent of the Lessee which consent is not to be unreasonably withheld) to have to lay and to maintain and to service and to repair and to replace and to alter and to add from time to time pipes wires conduits and

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO  
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channels through and across and into and out of the demised area for the purpose of conducting water air gas electricity telephone and sewerage and other cables and/or transmissions through the demised area and the right to alter and add to such pipes wires conduits channels cables and/or transmissions from time to time as may be necessary for the convenience of the Lessor or any occupier or occupiers of the Lessor's building below the demised area including the right to enter upon the demised area from time to time with or without workmen for the purpose of laying maintenance servicing repairing replacing altering or adding to any such pipes wires conduits channels cables and/or transmissions and that the Lessor shall carry out such laying maintenance servicing repairing altering or adding or work pursuant to this Clause 3.4 doing as little damage to the demised area and the Lessee's fixtures, fittings, installations and appurtenances thereon and thereto and causing as little inconvenience and interruption to the Lessee as may be and shall make good any damage caused in the carrying out of such laying maintenance servicing repairs alterations additions or work to the reasonable satisfaction of the Lessee PROVIDED HOWEVER that such reservation does not entail carry or imply any obligation on the part of the Lessor to so lay maintain service repair replace alter or add to as aforesaid other than as provided herein.

**3.5** That the Lessor shall not be responsible for any failure of the supply of electricity or water at any time arising from any cause known or unknown nor shall the Lessor be liable for any injury or damage sustained by the Lessee or by any other person at any time as a result of or arising in any way out of the failure of the electricity or water supply or any other services or facilities provided by the Lessor or enjoyed by the Lessee in conjunction with the demised area.

**3.6** The Lessee may, subject always to the provisions of the grant of easement for light and air granted by the Lessor to Wales Properties Limited over that part of the said land being Easement B on Registered Plan 127671, at its discretion, erect, construct, plant or cultivate seats, balustrades, shelter sheds, umbrellas, screens and structures for shade or amenity, lights and light standards, plaques, flower boxes, trees, shrubs, flowers, plants, gardens or other natural or artificial works of use or ornamentation or embellishment in, on or about the demised area but shall

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO  
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not without the prior consent of the Lessor erect, construct, effect or make any building improvement alteration or other addition (including, but not limited to, monuments, sculptures, fountains and ponds) to, in, on or about the demised area.

**3.7** That the Lessor may erect and affix in the demised area such identification signs as are approved by the Lessee.

**3.8** (a) If the whole or any part of the Lessor's building is destroyed or damaged by fire, flood, lightning, storm, tempest, or other disabling cause so as to render the demised area unfit for use as a public park then the Lessor shall within one year from the day on which such destruction or damage shall occur determine whether or not to rebuild or reinstate the Lessor's building and the Lessor shall forthwith upon making such determination give notice in writing thereof to the Lessee.

(b) Should the Lessor determine to rebuild or reinstate the Lessor's building in accordance with sub-clause (a) of this Clause 3.8 then the Lessor shall as soon as practicable thereafter rebuild or reinstate the Lessor's building so that the uppermost part of the waterproof membrane is constructed immediately below those R.L.'s which constitute the lower levels of the demised area and in such a manner as to restore the Lessor's building to its former state and condition as near as practicable and should the Lessor fail to rebuild or reinstate the Lessor's building in accordance with the provisions contained in this sub-clause (b) of this Clause 3.8 the Lessee may terminate the lease hereby granted by notice in writing given to the Lessor.

(c) In the event that the Lessor gives notice of its determination not to rebuild or reinstate the Lessor's building or if the Lessor has not given notice to the Lessee of its determination to rebuild or reinstate the Lessor's building within one year of any such destruction or damage as referred to in sub-clause (a) of this Clause 3.8 then in either case either of the parties hereto may terminate the lease hereby granted by notice in writing given to the other party.

(d) Any such termination as referred to in either sub-clause (b) or sub-clause (c) of this Clause 3.8 shall be without payment of any

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

compensation by either of the parties hereto to the other party but shall be without prejudice to the rights of either of the parties hereto in respect of any antecedent breach, matter or thing.

(e) Should the Lessor rebuild or reinstate the Lessor's building in accordance with the provisions of sub-clause (b) of this Clause 3.8 the Lessee shall as soon as practicable after the completion thereof at its own cost and expense rebuild or reinstate the demised area to its former state and condition as near as practicable.

**3.9** That if the demised area or any part thereof is damaged or destroyed because of or in consequence of—

- (a) structural faults in the demised area (which become apparent during the period of one year from the date of the commencement of this Lease); or
- (b) structural faults defects imperfections shrinkages or other faults in the Lessor's building below the demised area (which become apparent during the term hereof)

due to design, workmanship or materials, such damage or destruction to and structural faults in the demised area and such structural faults defects imperfections shrinkages or other faults in the Lessor's building below the demised area shall be rectified as soon as practicable by and at the cost and expense of the Lessor.

**3.10** Should any dispute arise between the Lessor and the Lessee in relation to this Lease or any matter arising hereunder such dispute may be referred by either the Lessor or the Lessee to the Honourable the Treasurer of Queensland and the Lord Mayor of the City of Brisbane to be resolved and in the case of disagreement arbitration shall be effected by a single arbitrator agreed upon between the said the Honourable the Treasurer of Queensland and the Lord Mayor of the City of Brisbane and failing agreement on such an arbitrator by a single arbitrator appointed by the Governor in Council.

**3.11** That if the Lessee shall make default in the observance, performance or fulfilment of any one or more of the covenants, conditions and



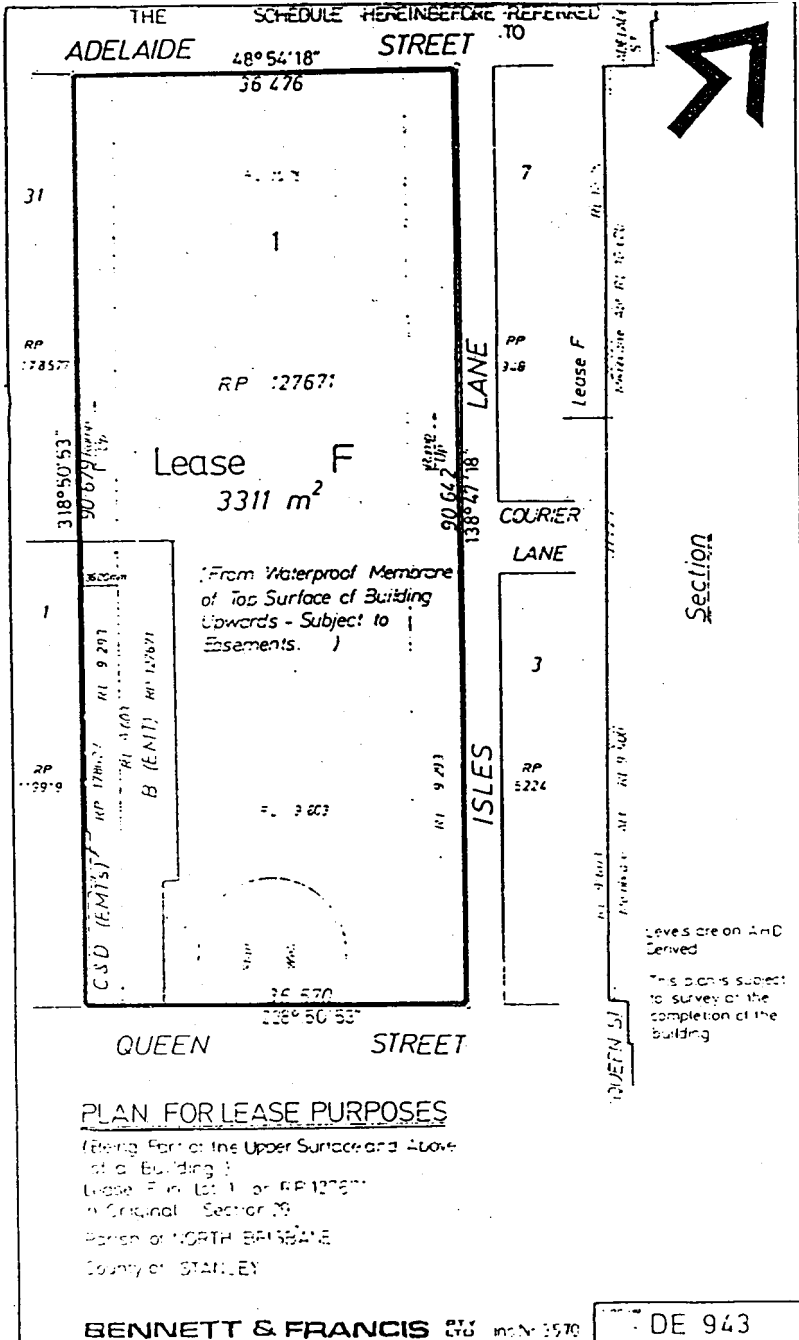
THE SECOND SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

restrictions herein contained (express or implied) whether positive or negative on the part of the Lessee to be observed and performed the Lessor's remedy against the Lessee shall in any such case be in damages only and no right or forfeiture or re-entry shall be exercisable by or accrue to the Lessor.

**3.12** That any notice to be given by the Lessor to the Lessee hereunder shall be deemed to be sufficiently given if the same be in writing for and on behalf of the Lessor by the General Manager, Deputy General Manager, Investment Manager or other authorised person and be delivered personally to the Lessee or left or sent by prepaid post addressed to the Town Clerk or the City Solicitor, Brisbane City Council, Brisbane and any notice to be given by the Lessee to the Lessor hereunder shall be deemed to be sufficiently given if the same be in writing for and on behalf of the Lessee by the Town Clerk of the Brisbane City Council or the City Solicitor and be delivered personally to the Lessor or left or sent by prepaid post addressed to the General Manager, State Government Insurance Office, Turbot Street, Brisbane AND any notice given or sent by post pursuant to this clause shall be deemed to have been received at the time when the letter containing such notice would in the ordinary course of post be delivered.

Anzac Square Development Project Agreement

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO  
(continued)



THE SECOND SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

BRISBANE CITY COUNCIL DOES HEREBY ACCEPT this Lease of the demised area to be held by it as tenant and subject to the covenants conditions and restrictions above set forth.

DATED the \_\_\_\_\_ day of \_\_\_\_\_ 1982.

The Common Seal of THE STATE )  
GOVERNMENT INSURANCE OFFICE )  
(QUEENSLAND) was hereto affixed by )  
the General Manager of STATE)

GOVERNMENT INSURANCE OFFICE )  
(QUEENSLAND) who also subscribed his )  
name hereto in the presence of )  
A Justice of the Peace

THE SEAL of BRISBANE CITY COUNCIL )  
was hereunto affixed by me )  
I being the proper officer to affix such seal in ) Town Clerk  
the presence of )  
A Justice of the Peace

Correct for the purpose of registration

---

Crown Solicitor

---

City Solicitor

**THE THIRD SCHEDULE HEREINBEFORE  
REFERRED TO**

**“QUEEN STREET LAND”**

**QUEENSLAND**

**GRANT OF EASEMENT**

THIS DEED is made the            day of            198    between STATE GOVERNMENT INSURANCE OFFICE (QUEENSLAND) the corporation duly constituted by the *State Government Insurance Office (Queensland) Act 1960-1979* (hereinafter with its successors and assigns called “the Grantor”) of the one part and WALES PROPERTIES LIMITED a company incorporated in New South Wales and registered according to the laws of Queensland and having its registered office in Queensland at 260 Queen Street, Brisbane (hereinafter with its successors and assigns called “the Grantee”) of the other part

**WHEREAS:**

A. The Grantor is or is entitled to be or become the registered proprietor under the provisions of the *Real Property Act 1861-1981* of an estate in fee simple subject however to such encumbrances liens and interests as are notified by memorandum endorsed on the title thereto in all that piece of land situated in the County of Stanley Parish of North Brisbane containing an area of 1 085 square metres more or less being the land described as Easement X in Lot 1 on Registered Plan 127671 on Registered Plan            and being part of the land contained in Certificate of Title Volume            Folio            (hereinafter called “the Servient Tenement”); and

B. The Grantee is the registered proprietor of an estate in fee simple subject however to such encumbrances liens and interests as are notified by memorandum endorsed on the title thereto in all that piece of land situated in the County of Stanley Parish of North Brisbane City of Brisbane

THE THIRD SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

containing 1 384 square metres be the same a little more or less being Lot 1 on Registered Plan 119919 and being the whole of the land contained in Certificate of Title Volume 4303 Folio 38 (hereinafter called “the Dominant Tenement”); and

C. The Grantee has caused to be erected a building upon the Dominant Tenement for the occupancy and use, *inter alia*, of Bank of New South Wales as its chief office in Queensland; and

D. Pursuant to an Agreement dated the                      day of                      1982 between the Grantee and the Grantor the Grantee agreed to transfer and assign to the Grantor the freehold lands situated in the County of Stanley Parish of North Brisbane containing an area of 678 square metres and formerly being part of Lot 2 on Registered Plan 119919 and now being part of Lot 1 on Registered Plan 127671 in consideration, *inter alia*, for the agreement by the Grantor to grant to the Grantee an easement of right of way upon the terms and conditions herein contained over the Servient Tenement; and

E. The Grantor has caused the Queen Street Land to be developed which development has included, *inter alia*, an off street car parking station constructed below or partly below the previous surface level of the Queen Street Land.

NOW THIS DEED WITNESSES that in pursuance of the premises and of the said Agreement, the parties hereto do hereby mutually covenant and agree as follows:—

1. That the Grantor HEREBY GRANTS to the Grantee and to the registered proprietor or proprietors owner or owners occupier or occupiers for the time being of the Dominant Tenement the FULL AND FREE RIGHT and liberty for it and them as such proprietor or proprietors owner or owners occupier or occupiers for the time being and from time to time of the Dominant Tenement and BANK OF NEW SOUTH WALES as occupier and its and their employees whilst upon the business of the said Bank of New South Wales forever to go pass and repass at all times hereafter by day or by night during such hours as the car parking station is

THE THIRD SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

open for business to the public and at such other times as the Grantee and such owner or owners occupier or occupiers for the time being of the Dominant Tenement and Bank of New South Wales and its and their employees may require and for all lawful purposes but only whilst in or upon motor and/or other vehicles bicycles and other means of transportation along and upon the Servient Tenement or any part thereof and in common with the rights of the Grantor and any lessee of the Grantor and their and each of their sub-lessees, licensees, agents and servants and in common with the rights of all persons from time to time lawfully using or enjoying the Servient Tenement and so that the use by the Grantee or the said Bank of New South Wales shall not cause any hindrance or nuisance or confer any right of parking any vehicle upon the Servient Tenement AND the further FULL AND FREE RIGHT and liberty for the Grantee and Bank of New South Wales as occupier its and such of their officers and employees as are pursuant to the provisions of Clause 3 hereof so authorised and notwithstanding the provisions of Clause 4 hereof forever to go pass and repass at all times hereafter by day or by night (whether the car parking station is opened for business or not) and for all lawful purposes but only whilst in or upon motor and/or other vehicles bicycles and other means of transportations along and over the Servient Tenement to the Dominant Tenement through the aperture marked "C" ("the Bank's Door") on Registered Plan.

2. That if the Grantee and such owner or owners occupier or occupiers for the time being of the Dominant Tenement and Bank of New South Wales and its and their employees may require to use and enjoy the rights hereby granted (other than the rights referred to in Clause 1 hereof to pass and repass along and over the Servient Tenement to the Dominant Tenement through the Bank's door) at any time or times when the car parking station is not open for business to the public the Grantee and/or such owner or owners occupier or occupiers for the time being of the Dominant Tenement and Bank of New South Wales and its and their employees shall comply with the requirements of the Grantor's reasonable security arrangements for after hours access and shall reimburse to the Grantor the cost to the Grantor of the provision of such after hours services or pay the Grantor's standard charges for such services (if there be standard

THE THIRD SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

charges for after hours opening of the parking station generally) whichever is the lesser.

3. That the Bank's Door shall be capable of being opened only by the Grantee and Bank of New South Wales or its officers and employees and control of access of vehicles (being not more than 6 vehicles at any one time) and people through the Bank's Door as aforesaid shall be the responsibility of the Grantee and Bank of New South Wales which shall in their unfettered discretion be entitled to allow access through the Bank's Door only to such vehicles (being not more than 6 at any one time), officers or employees of the Grantee and Bank of New South Wales from time to time as Bank of New South Wales shall authorise.

4. That the Grantor shall at all times keep the Servient Tenement or cause the same to be kept free from all obstructions except in connection with the normal user thereof which exception shall include the erection of such gates or barriers as the Grantor may reasonably require in the usual operation of the said car parking station and shall not cause or permit any hindrance or nuisance thereon or confer any right of parking any vehicle thereon such as might obstruct the free flow of traffic thereover or permit any rubbish or waste matter to be deposited or remain thereon.

5. That the Grantee and such owner or owners occupier or occupiers for the time being of the Dominant Tenement and Bank of New South Wales and its and their employees shall at all times conform with the direction of the traffic flow along and upon the Servient Tenement or any part thereof as regulated from time to time by the Grantor or by any lessee or sub-lessee of the Grantor of the said car parking station.

6. That the Grantor shall make keep and maintain the surface of the Servient Tenement in good reasonable and trafficable condition.

7. That if at any time Bank of New South Wales shall cease to use and enjoy the Dominant Tenement for the purposes, *inter alia*, of a Bank the Grantee shall upon request so to do from the Grantor forthwith execute and deliver up to the Grantor a release or surrender of the within Grant of Easement and shall do such further acts and things and execute all such documents as may be reasonably required by the Grantor to effect the

THE THIRD SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

registration of the said release or surrender in the office of the Registrar of Titles at Brisbane.

**8.** That the Grantor shall pay all costs (including the professional costs of any architect solicitor or surveyor reasonably incurred) of the preparation execution stamping and registration of this Grant of Easement and of any survey or sub-divisional or other plan required for registration in the office of the Registrar of Titles at Brisbane and all stamp duty and registration fees payable thereon.

**9.** That any notice to be given by the Grantee to the Grantor hereunder shall be deemed to be sufficiently given if the same be in writing for and on behalf of the Grantee by any Manager, Relieving Manager, Acting Manager or Secretary of the Grantee or by the Chief State Manager, any State Manager, Manager Legal or Manager Premises of Bank of New South Wales or by the Solicitors for the Grantee or Bank of New South Wales and be delivered personally to the Grantor or left or sent by prepaid post addressed to the General Manager, S.G.I.O., Turbot Street, Brisbane and any notice to be given by the Grantor to the Grantee hereunder shall be deemed to be sufficiently given if the same be in writing for and on behalf of the Grantor by the General Manager, Deputy General Manager Investment Manager or other authorised person addressed to the Manager of the Grantee or to the Chief State Manager, Bank of New South Wales, 260 Queen Street, Brisbane AND any notice given or sent by post pursuant to this clause shall be deemed to have been received at the time when the letter containing such notice would in the ordinary course of post be delivered.

**10.** That a reference in this Grant of Easement to Bank of New South Wales shall be read and construed as being a reference to the Bank of New South Wales or if the said Bank of New South Wales be subject to a take-over by any other company carrying on, *inter alia*, the business of banking, or amalgamate with any other company carrying on, *inter alia*, the business of banking, or if by virtue of any amalgamation, reconstruction or rearrangement of capital or if the said Bank of New South Wales shall change its name or if for any other reason whatsoever the share capital in the said Bank of New South Wales be represented by a different capital



THE THIRD SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

holding in another company or companies carrying on, *inter alia*, the business of banking, then to that other company.

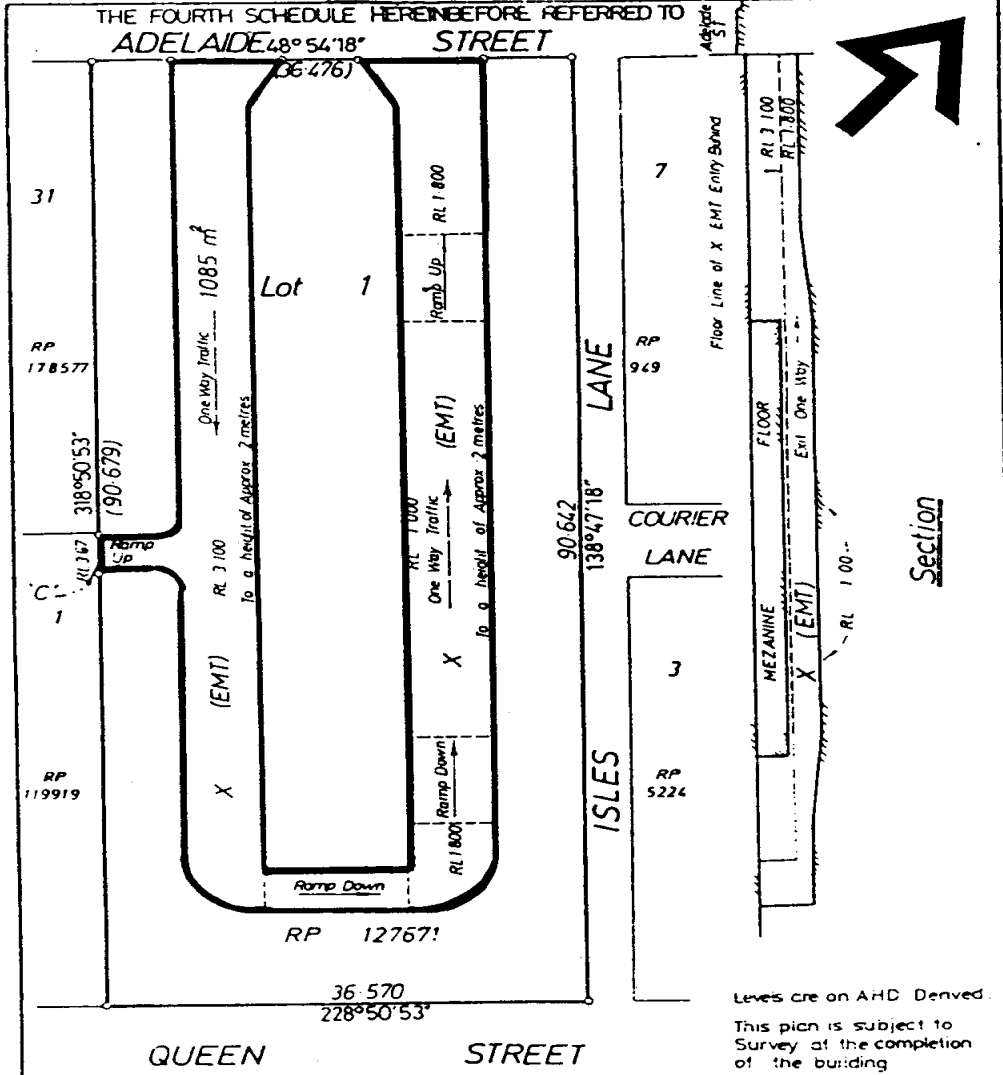
IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year first hereinbefore written.

The Common Seal of STATE )  
GOVERNMENT INSURANCE OFFICE )  
(QUEENSLAND) was hereto affixed by )  
the General Manager of )  
State Government Insurance Office )  
(Queensland) who also subscribed his name in )  
the presence of:— )

A Justice of the Peace

EXECUTED by WALES PROPERTIES )  
LIMITED by being SIGNED SEALED AND ) WALES PROPERTIES  
DELIVERED by its duly ) LIMITED by its duly  
authorised Attorney in the presence of:— ) authorised Attorney

# THE FOURTH SCHEDULE HEREINBEFORE REFERRED TO



## PLAN FOR PROPOSED EASEMENT

For Vehicle Access  
Easement X in Lot 1 on RP 12767;  
Original Allotments 4, 5, 14 to 16  
of Section 29  
Parish of NORTH BRISBANE  
County of STANLEY

**THE FIFTH SCHEDULE HEREINBEFORE  
REFERRED TO**

**EASEMENT FOR ORNAMENTAL PLAQUE AND  
CERTAIN ARCHITECTURAL PROJECTIONS AND  
FEATURES**

**QUEENSLAND**

**GRANT OF EASEMENT**

THIS DEED is made the                      day of                      1982 BETWEEN STATE GOVERNMENT INSURANCE OFFICE (QUEENSLAND) the corporation duly constituted by the *State Government Insurance Office (Queensland) Act 1960-1979* (hereinafter with its successors and assigns called "the Grantor") of the one part AND WALES PROPERTIES LIMITED a company incorporated in New South Wales and registered according to the laws of Queensland and having its registered office in Queensland at 260 Queen Street, Brisbane (hereinafter with its successors and assigns called "the Grantee") of the other part

**WHEREAS:**

A. Consequent upon the sale and transfer by the Grantee to the Grantor pursuant to an Agreement dated the                      day of                      1982 of the freehold lands situated in the County of Stanley Parish of North Brisbane City of Brisbane containing an area of 678 square metres and being part of Lot 1 on Registered Plan                      the Grantor is or is entitled to be or become the registered proprietor under the provisions of the *Real Property Act 1861-1981* of an estate in fee simple subject however to such encumbrances liens and interests as are notified by memorandum endorsed on the title thereto in all those pieces of land situated in the County and Parish aforesaid containing an area of 25 square metres being the land contained in Easement D in Lot 1 on Registered Plan 127671 on

THE FIFTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

Registered Plan 178627 within the limits of R.L. 9.320 and R.L. 26.522 measured in a vertical plane being part of the land in Certificate of Title Volume Folio and the land in the same County and Parish containing an area of 4 square metres more or less being the land contained in Easement C in Lot 1 on Registered Plan 127671 within the limits of R.L. 9.013 and R.L. 9.320 measured in a vertical plan being part of the land contained in Certificate of Title Volume Folio (hereinafter jointly called “the Servient Tenement”); and

B. The Grantee is the registered proprietor of an estate in fee simple subject however to such encumbrances liens and interests as are notified by memorandum endorsed on the title thereto in all that piece of land situated in the County of Stanley Parish of North Brisbane City of Brisbane containing 1 384 square metres be the same a little more or less being Lot 1 on Registered Plan 119919 and being the whole of the land contained in Certificate of Title Volume 4303 Folio 38 (hereinafter called “the Dominant Tenement”); and

C. The Grantee has caused to be erected a building (hereinafter called “the said Building”) upon the Dominant Tenement and the Servient Tenement for the occupancy and use, *inter alia*, of Bank of New South Wales as its chief office in Queensland; and

D. Consequent upon the transfer of the land first referred to in Recital A hereof from the Grantee to the Grantor an ornamental plaque and certain architectural projections and features attaching to the face of the said building now encroach upon that part of the Servient Tenement described as Easement D in Lot 1 on Registered Plan 127671 on Registered Plan 178627 within the limits of R.L. 9.320 and R.L. 26.522 measured in a vertical plane and containing an area of 25 square metres and part of the ground floor of the said Building encroaches upon that part of the Servient Tenement described as Easement C in Lot 1 on Registered Plan 127671 within the limits of R.L. 9.013 and R.L. 9.320 and containing 4 square metres more or less.

THE FIFTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

NOW THIS DEED WITNESSES that in pursuance of the premises and of the said Agreement, the parties hereto do hereby mutually covenant and agree as follows:—

1. That the Grantor as beneficial owner hereby grants unto the Grantee and to the registered proprietor or proprietors owner or owners occupier or occupiers for the time being of the Dominant Tenement the FULL AND FREE RIGHT to have the said plaque and architectural projections and features forever remain as attached to the face of the wall of the said Building as erected on the Dominant Tenement and to encroach upon the Servient Tenement within the limits of R.L. 9.320 and R.L. 26.522 in Easement D in Lot 1 on Registered Plan 127671 on Registered Plan 178627 abovementioned and upon the terms and conditions set out hereunder.

2. That the Grantor as beneficial owner hereby grants unto the Grantee and to the registered proprietor or proprietors owner or owners occupier or occupiers for the time being of the Dominant Tenement the FULL AND FREE RIGHT to have the said ground floor of the said Building as erected on the Dominant Tenement encroach upon the Servient Tenement within the limits of R.L. 9.013 and R.L. 9.320 within Easement C in Lot 1 on Registered Plan 127671 abovementioned and upon the term and conditions set out hereunder.

3. That the Grantee its servants agents licensees and invitees shall be at liberty whilst this easement remains in force at any time and from time to time to enter upon the Servient Tenement to inspect the said plaque the said architectural projections and features and the said floor encroachment and to ascertain and ensure that the said plaque architectural projections and features and the said floor encroachment are secure and safe and to carry out all necessary maintenance and repairs.

4. That the Grantee shall at all times and from time to time whilst this easement remains in force ensure that the said plaque the said architectural projections and features and the said floor encroachment do not in any way cause injury or risk to any person using the said Lot 1 on Registered Plan 127671 and shall indemnify and hold the Grantor harmless in respect thereof.

THE FIFTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

5. That the Grantee shall repair and maintain and keep the said plaque the said architectural projections and features and the said floor encroachment in a safe and secure condition and shall save harmless and indemnify the Grantor against all claims and demands losses charges costs and expenses which the Grantor may suffer as a consequence of this grant of easement or as a consequence of the Grantee failing to perform or observe any of the obligations of the Grantee hereunder.

6. That the Grantee may from time to time make such additions or alterations to the said plaque the said architectural projections and features and the said floor encroachment as it may deem necessary or desirable provided however that no additions or alterations shall be made which shall increase the size of the encroachment of the said plaque the said architectural projections and features and the said floor encroachment upon the land of the Grantor without the prior written approval of the Grantor.

7. That nothing herein contained shall be taken or construed to operate as a grant for any time after the date when the said wall or the said face thereof or the said Building is wholly or substantially demolished by the Grantee or its successors and assigns.

8. That the Grantor shall pay all costs (including the professional costs of any architect solicitor or surveyor reasonably incurred) of the preparation execution stamping and registration of this Grant of Easement and of any survey or sub-divisional or other plan required for registration in the office of the Registrar of Titles at Brisbane and all stamp duty and registration fees payable thereon.

9. That any notice to be given by the Grantee to the Grantor hereunder shall be deemed to be sufficiently given if the same shall be in writing for and on behalf of the Grantee by any Manager, Relieving Manager, Acting Manager, or Secretary of the Grantee or by the Chief State Manager, any State Manager, Manager Legal or Manager Premises of Bank of New South Wales or by the Solicitors for the Grantee or Bank of New South Wales and be delivered personally to the Grantor or left or sent by prepaid post addressed to the General Manager, S.G.I.O., Turbot Street, Brisbane and any notice to be given by the Grantor to the Grantee hereunder shall be deemed to be sufficiently given if the same be in writing for and on behalf

THE FIFTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

of the Grantor by the General Manager, Deputy General Manager, Investment Manager or other authorised person addressed to the Manager of the Grantee or to the Chief State Manager, Bank of New South Wales, 260 Queen Street, Brisbane AND any notice given or sent by post pursuant to this clause shall be deemed to have been received at the time when the letter containing such notice would in the ordinary course of post be delivered.

**10.** A reference in this Grant of Easement to Bank of New South Wales shall be read and construed as being a reference to the Bank of New South Wales or if the said Bank of New South Wales be subject to a take-over by any other company carrying on, *inter alia*, the business of banking, or amalgamate with any other company carrying on, *inter alia*, the business of banking or, if by virtue of any amalgamation, reconstruction or rearrangement of capital or if the said Bank of New South Wales shall change its name or if for any other reason whatsoever the share capital in the said Bank of New South Wales be represented by a different capital holding in another company or companies carrying on, *inter alia*, the business of banking, then to that other company.

THE FIFTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

IN WITNESS WHEREOF the parties hereto have executed these presents  
on the day and year first hereinbefore written.

The Common Seal of STATE )  
GOVERNMENT INSURANCE OFFICE )  
(QUEENSLAND) was hereto affixed by )  
the General Manager of )  
State Government Insurance Office )  
(Queensland) who also subscribed his name in )  
the presence of )

A Justice of the Peace

EXECUTED by WALES PROPERTIES )  
LIMITED by being SIGNED SEALED AND ) WALES PROPERTIES  
DELIVERED by its duly ) LIMITED by its duly  
authorised Attorney in the presence of ) authorised Attorney



**THE SIXTH SCHEDULE HEREINBEFORE  
REFERRED TO**

**EASEMENT FOR LIGHT AND AIR**

**QUEENSLAND**

**GRANT OF EASEMENT**

THIS DEED is made the            day of            198 BETWEEN STATE GOVERNMENT INSURANCE OFFICE (QUEENSLAND) the corporation duly constituted by the *State Government Insurance Office (Queensland) Act 1960-1979* (hereinafter with its successors and assigns called “the Grantor”) of the one part AND WALES PROPERTIES LIMITED a company incorporated in New South Wales and registered according to the laws of Queensland and having its registered office in Queensland at 260 Queen Street, Brisbane (hereinafter with its successors and assigns called “the Grantee”) of the other part

**WHEREAS:**

A. The Grantor is or is entitled to be or become the registered proprietor under the provisions of the *Real Property Act 1861-1981* of an estate in fee simple subject however to such encumbrances liens and interests as are notified by memorandum endorsed on the title thereto in all that piece of land situated in the County of Stanley Parish of North Brisbane City of Brisbane containing a surface area of 406 square metres more or less and being that part of the land described as Easement B in Lot 1 on Registered Plan 127671 above the R.L.’s referred to in Clause 2 hereof (hereinafter called “the Servient Tenement”); and

B. The Grantee is the registered proprietor of an estate in fee simple subject however to such encumbrances liens and interests as are notified by memorandum endorsed on the title thereto in all that piece of land situated in the County of Stanley Parish of North Brisbane City of Brisbane

THE SIXTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

containing 1 384 square metres be the same a little more or less being Lot 1 on Registered Plan 119919 and being the whole of the land contained in Certificate of Title Volume 4303 Folio 38 (hereinafter called “the Dominant Tenement”); and

C. The Grantee has caused to be erected a building upon the Dominant Tenement the wall on the north east side of which abuts on to the Servient Tenement which said building was erected for the occupancy and use, *inter alia*, of Bank of New South Wales as its chief office in Queensland; and

D. Pursuant to an Agreement dated the                      day of                      1982 between the Grantee and the Grantor the Grantee agreed to transfer and assign to the Grantor the freehold lands situated in the County of Stanley Parish of North Brisbane City of Brisbane containing an area of 678 square metres formerly being part of Lot 2 on Registered Plan 119919 and now being part of Lot 1 on Registered Plan 127671 in consideration, *inter alia*, for the Agreement by the Grantor to grant to the Grantee this easement of light and air upon the terms and conditions herein contained over the Servient Tenement herein described; and

E. The Grantor is or is entitled to be or become the registered proprietor of the land contained in the County and Parish aforesaid being Lot 1 on Registered Plan 127671 of which the Servient Tenement forms part and in and upon which the Grantor has caused to be constructed a Civic Square and Park; and

F. It is a term of the Agreement pursuant to which the Grantee agreed to transfer to the Grantor land referred to in Recital D hereof that the surface level of that part of the Civic Square and Park within the perimeter of the servient tenement being not less than 3.6 metres from the common boundary with the dominant tenement shall not be above R.L. 9.293 and that the surface level of the remainder of the Civic Square and Park within the perimeter of the servient tenement except for certain seats, shrubs and trees, the plan of which the Grantee has agreed to prior to the execution hereof, shall not be above R.L. 9.603.

THE SIXTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

NOW THIS DEED WITNESSES that in pursuance of the premises and of the said Agreement, the parties hereto do hereby mutually covenant and agree as follows:—

1. That the Grantor HEREBY GRANTS to the Grantee and to the registered proprietor or proprietors owner or owners occupier or occupiers for the time being of the Dominant Tenement the FULL AND FREE RIGHT to it and them as such proprietor or proprietors owner or owners occupier or occupiers for the time being and from time to time of the Dominant Tenement to the access and enjoyment of light and air to through and for the windows lights and apertures of the wall on the north east side of the said building erected by the Grantee upon the Dominant Tenement over and across the Servient Tenement without any obstruction or interruption caused by or consequent upon the erection raising making or suffering to stand of any building structure or thing whatsoever upon the Servient Tenement save and except as provided in Clause 2 of this Deed.

2. That the surface level of that part of the said Civic Square and Park within the perimeter of the Servient Tenement being not less than 3.6 metres from the common boundary with the Dominant Tenement shall not be above R.L. 9.293 and that the surface level of the remainder of the said Civic Square and Park within the perimeter of the Servient Tenement except for seats, shrubs and trees, the plan of which the Grantee has agreed to prior to the execution hereof, shall not be above R.L. 9.603.

3. That nothing herein contained shall be taken or be construed to prevent or hinder the Grantor from laying, erecting or constructing any monuments, sculptures, fountains, ponds, seats, balustrades, shelter sheds, umbrellas, screens and structures for shade or amenity, lights and light standards, plaques, trees, shrubs, flowers, flower boxes, plants, gardens or other natural or artificial works of use or ornamentation or embellishment within that part of the Servient Tenement being not less than 3.6 metres from its common boundary with the Dominant Tenement but save and except as hereinbefore provided the Grantee shall not erect or cause permit or suffer to be erected or placed upon the Servient Tenement any building or structure or other form of improvement which shall in any way obstruct or interfere with the access of light and air the right to which is hereinbefore reserved.

THE SIXTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

4. That if at any time Bank of New South Wales shall cease to use and enjoy the Dominant Tenement for the purposes, *inter alia*, of a Bank, the Grantee shall upon request so to do from the Grantor forthwith execute and deliver up to the Grantor a release or surrender of the within Grant of Easement and shall do such further acts and things and execute all such documents as may be reasonably required by the Grantor to effect the registration of the said release or surrender in the office of the Registrar of Titles at Brisbane.

5. That the Grantor shall pay all costs (including the professional costs of any architect solicitor or surveyor reasonably incurred) of the preparation execution stamping and registration of this Grant of Easement and of any survey or sub-divisional or other plan required for registration in the office of the Registrar of Titles at Brisbane and all stamp duty and registration fees payable thereon.

6. That any notice to be given by the Grantee to the Grantor hereunder shall be deemed to be sufficiently given if the same shall be in writing for and on behalf of the Grantee by any Manager, Relieving Manager, Acting Manager, or Secretary of the Grantee or by the Chief State Manager, any State Manager, Manager Legal or Manager Premises of Bank of New South Wales or by the Solicitors for the Grantee or Bank of New South Wales and be delivered personally to the Grantor or left or sent by prepaid post addressed to the General Manager, S.G.I.O., Turbot Street, Brisbane and any notice to be given by the Grantor to the Grantee hereunder shall be deemed to be sufficiently given if the same be in writing for and on behalf of the Grantor by the General Manager, Deputy General Manager, Investment Manager or other authorised person addressed to the Manager of the Grantee or to the Chief State Manager, Bank of New South Wales, 260 Queen Street, Brisbane AND any notice given or sent by post pursuant to this clause shall be deemed to have been received at the time when the letter containing such notice would in the ordinary course of post be delivered.

7. A reference in this Grant of Easement to Bank of New South Wales shall be read and construed as being a reference to the Bank of New South Wales or if the said Bank of New South Wales be subject to a take-over by

THE SIXTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

any other company carrying on, *inter alia*, the business of banking, or amalgamate with any other company carrying on, *inter alia*, the business of banking or, if by virtue of any amalgamation, reconstruction or rearrangement of capital or if the said Bank of New South Wales shall change its name or if for any other reason whatsoever the share capital in the said Bank of New South Wales be represented by a different capital holding in another company or companies carrying on, *inter alia*, the business of banking, then to that other company.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year first hereinbefore written.

The Common Seal of STATE )  
GOVERNMENT INSURANCE OFFICE )  
(QUEENSLAND) was hereto affixed by )  
the General Manager of )  
State Government Insurance Office )  
(Queensland) who also subscribed his name in )  
the presence of )

A Justice of the Peace

EXECUTED by WALES PROPERTIES )  
LIMITED by being SIGNED SEALED AND ) WALES PROPERTIES  
DELIVERED by its duly ) LIMITED by its duly  
authorised Attorney in the presence of ) authorised Attorney

**THE SEVENTH SCHEDULE HEREINBEFORE  
REFERRED TO**

**EASEMENT FOR PEDESTRIAN RIGHT OF WAY**

**QUEENSLAND**

**GRANT OF EASEMENT**

THIS DEED is made the \_\_\_\_\_ day of \_\_\_\_\_ 198 BETWEEN STATE GOVERNMENT INSURANCE OFFICE (QUEENSLAND) the corporation duly constituted by the *State Government Insurance Office (Queensland) Act 1960-1979* (hereinafter with its successors and assigns called “the Grantor”) of the one part AND WALES PROPERTIES LIMITED a company incorporated in New South Wales and registered according to the laws of Queensland and having its registered office in Queensland at 260 Queen Street, Brisbane (hereinafter with its successors and assigns called “the Grantee”) of the other part

WHEREAS:

A. The Grantor is or is entitled to be or become the registered proprietor under the provisions of the *Real Property Act 1861-1981* of an estate in fee simple subject however to such encumbrances liens and interests as are notified by memorandum endorsed on the title thereto in all that piece of land situated in the County of Stanley Parish of North Brisbane containing an area of 241 square metres more or less being the land contained in Easement T in Lot 1 on Registered Plan 127671 on Registered Plan \_\_\_\_\_ being part of the land in Certificate of Title Volume \_\_\_\_\_ Folio \_\_\_\_\_ hereinafter called “the Servient Tenement”); and

B. The Grantee is the registered proprietor of an estate in fee simple subject however to such encumbrances liens and interests as are notified by memorandum endorsed on the title thereto in all that piece of land situated in the County of Stanley Parish of North Brisbane City of Brisbane

THE SEVENTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

containing 1 384 square metres be the same a little more or less being Lot 1 on Registered Plan 119919 and being the whole of the land contained in Certificate of Title Volume 4303 Folio 38 (hereinafter called “the Dominant Tenement”); and

C. The Grantee has caused to be erected a building upon the Dominant Tenement for the occupancy and use, *inter alia*, of Bank of New South Wales as its chief office in Queensland; and

D. The Grantor has caused the land of which the Servient Tenement forms part to be developed which development has included, *inter alia*, an off street car parking station and which includes certain shops constructed below or partly below the previous surface level of the land described as Lot 1 on Registered Plan 127671; and

E. Pursuant to an Agreement dated the                      day of                      1982 between the Grantee and the Grantor the Grantee agreed to transfer and assign to the Grantor the freehold lands situated in the County of Stanley Parish of North Brisbane containing an area of 678 square metres and formerly being part of Lot 2 on Registered Plan 119919 and now being part of Lot 1 on Registered Plan 127671 in consideration, *inter alia*, for the agreement by the Grantor to grant to the Grantee an easement of right of way for pedestrian use upon the terms and conditions herein contained over the Servient Tenement; and

F. It is the intention of the parties hereto that the purpose of the grant of easement herein contained is to enable the customers employees licensees and invitees of the Grantee, Bank of New South Wales as occupier and the lessees and sub-lessees of the said building erected upon the Dominant Tenement to go pass and repass and have access to Adelaide Street by means of a pedestrian way from a doorway in the building on the Dominant Tenement.

NOW THIS DEED WITNESSES that in pursuance of the premises and of the said Agreement, the parties hereto do hereby mutually covenant and agree as follows:—

1. That the Grantor HEREBY GRANTS to the Grantee and to the

THE SEVENTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

registered proprietor or proprietors owner or owners occupier or occupiers for the time being of the Dominant Tenement the FULL AND FREE RIGHT and liberty for it and them as such proprietor or proprietors owner or owners occupier or occupiers for the time being and from time to time of the Dominant Tenement and BANK OF NEW SOUTH WALES as occupier and its and their customers employees licensees and invitees and the lessees and sub-lessees and its and their servants agents licensees and invitees of the building erected upon the Dominant Tenement forever to go pass and repass at all times hereafter by day or by night on foot during such hours as that level of the building erected on the Servient Tenement of which this Easement forms part is open for business to the public and at such other times as the Grantee and such owner or owners occupier or occupiers for the time being of the Dominant Tenement (including Bank of New South Wales) and its and their employees may require and for all lawful purposes over along and upon the Servient Tenement or any part thereof and in common with the rights of the Grantor and any lessee or sub-lessee of the Grantor and their and each of their sub-lessees licensees invitees servants and agents and in common with the rights of all persons from time to time lawfully using or enjoying the Servient Tenement.

2. That if the Grantee and such owner or owners occupier or occupiers for the time being of the Dominant Tenement (including Bank of New South Wales) or its and their employees or any of them require to use and enjoy the rights hereby granted at any time or times when that level of the building erected on the Servient Tenement of which this easement forms part is not open for business to the public the Grantee and/or such owner or owners occupier or occupiers for the time being of the Dominant Tenement and Bank of New South Wales and its and their employees shall comply with the requirements of the Grantor's reasonable security arrangements for after hours access and shall reimburse to the Grantor the cost to the Grantor of the provision of such after hours services or pay the Grantor's standard charges for such services (if there be standard charges for after hours opening of that level of the said building generally) whichever is the lesser.

3. That the Grantor shall at all times keep the Servient Tenement or cause the same to be kept free from all obstructions except in connection with the normal user thereof and shall not cause or permit any hindrance or nuisance



THE SEVENTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

thereon or confer any right of parking any vehicle thereon such as might obstruct the free flow of pedestrian traffic thereover or permit any rubbish or waste matter to be deposited or remain thereon.

4. That the Grantor shall make keep and maintain the surface of the Servient Tenement in good reasonable and trafficable condition.

5. That if at any time Bank of New South Wales shall cease to use and enjoy the Dominant Tenement for the purposes, *inter alia*, of a Bank, the Grantee shall upon request so to do from the Grantor forthwith execute and deliver up to the Grantor a release or surrender of the within Grant of Easement and shall do such further acts and things and execute all such documents as may be reasonably required by the Grantor to effect the registration of the said release or surrender in the office of the Registrar of Titles at Brisbane.

6. That if at any time the circumstances are such that it becomes necessary in the opinion of the Grantor for the within Grant of Easement (and any grant of easement substituted as hereinafter provided) to be extinguished the Grantor shall if so requested by the Grantee grant to the Grantee an easement in lieu thereof for the same purposes and on the same terms and conditions in all respects as herein contained as may be applicable to provide an alternate right of way to either Isles Lane or Adelaide Street and in consideration thereof the Grantee shall execute and deliver up to the Grantor a release or surrender of the within Grant of Easement (and any grant of easement so substituted) and the parties hereto shall do such further acts and things and execute all such documents as may be reasonably required to effect the registration of all or any substituted grants of easement and such releases or surrenders in the office of the Registrar of Titles at Brisbane.

7. That the Grantor shall pay all costs (including the professional costs of any architect solicitor or surveyor reasonably incurred) of the preparation execution stamping and registration of this Grant of Easement, any substituted grant of easement, the release or surrender of this Grant of Easement or any substituted grant of easement and of any survey or sub-divisional or other plan required for registration in the office of the

THE SEVENTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

Registrar of Titles at Brisbane and all stamp duty and registration fees payable thereon.

**8.** That any notice to be given by the Grantee to the Grantor hereunder shall be deemed to be sufficiently given if the same shall be in writing for and on behalf of the Grantee by any Manager, Relieving Manager, Acting Manager or Secretary of the Grantee or by the Chief State Manager, any State Manager, Manager Legal or Manager Premises of Bank of New South Wales or by the Solicitors for the Grantee or Bank of New South Wales and be delivered personally to the Grantor or left or sent by prepaid post addressed to the General Manager, S.G.I.O., Turbot Street, Brisbane and any notice to be given by the Grantor to the Grantee hereunder shall be deemed to be sufficiently given if the same be in writing for and on behalf of the Grantor by the General Manager, Deputy General Manager, Investment Manager or other authorised person addressed to the Manager of the Grantee or to the Chief State Manager, Bank of New South Wales, 260 Queen Street, Brisbane AND any notice given or sent by post pursuant to this clause shall be deemed to have been received at the time when the letter containing such notice would in the ordinary course of post be delivered.

**9.** That a reference in this Grant of Easement to Bank of New South Wales shall be read and construed as being a reference to the Bank of New South Wales or if the said Bank of New South Wales be subject to a take-over by any other company carrying on, *inter alia*, the business of banking, or amalgamate with any other company carrying on, *inter alia*, the business of banking, or if by virtue of any amalgamation, reconstruction or rearrangement of capital or if the said Bank of New South Wales shall change its name or if for any other reason whatsoever the share capital in the said Bank of New South Wales be represented by a different capital holding in another company or companies carrying on, *inter alia*, the business of banking, then to that other company.

THE SEVENTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

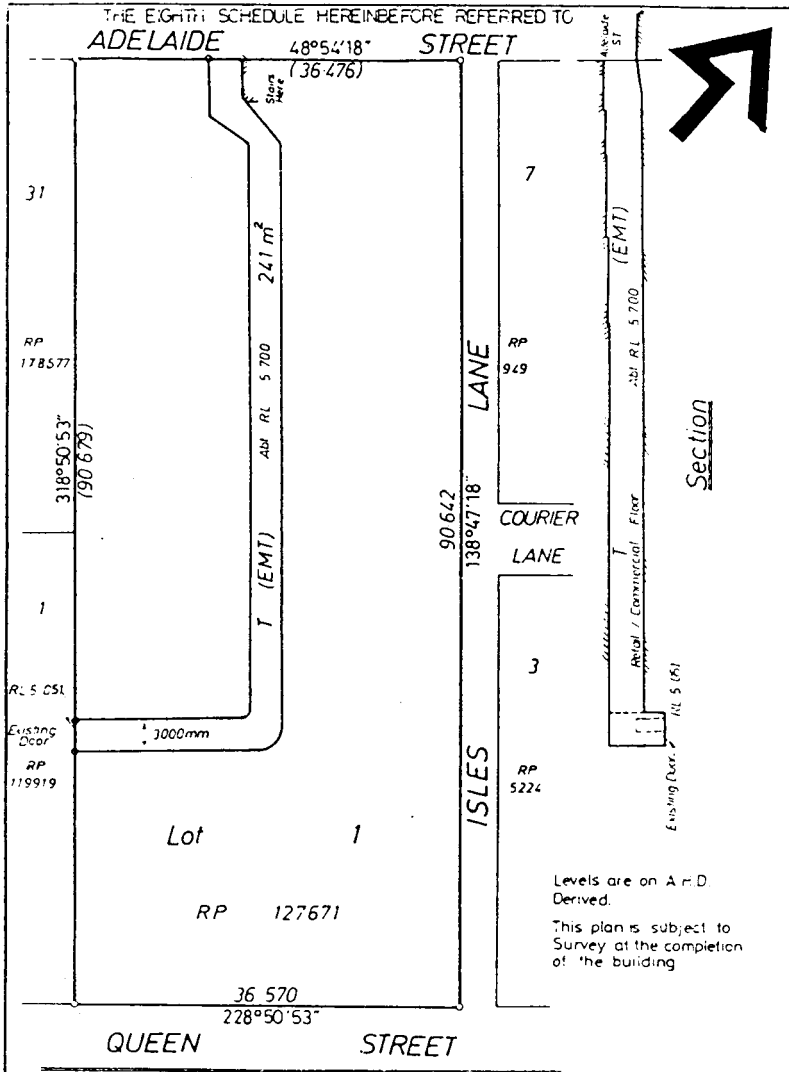
IN WITNESS WHEREOF the parties hereto have executed these presents  
on the day and year first hereinbefore written.

The Common Seal of STATE )  
GOVERNMENT INSURANCE OFFICE )  
(QUEENSLAND) was hereto affixed by )  
the General Manager of )  
State Government Insurance Office )  
(Queensland) who also subscribed his name in )  
the presence of:— )

A Justice of the Peace

EXECUTED by WALES PROPERTIES )  
LIMITED by being SIGNED SEALED AND ) WALES PROPERTIES  
DELIVERED by its duly ) LIMITED by its duly  
authorised Attorney in the presence of:— ) authorised Attorney

# THE EIGHTH SCHEDULE HEREINBEFORE REFERRED TO



## PLAN FOR PROPOSED EASEMENT

For Pedestrian Access.  
 Easement T in Lot 1 on RP127671  
 in Original Allots 4, 5, 14, 15 & 16  
 Section 29.

Parish of NORTH BRISBANE  
 County of STANLEY,

**THE NINTH SCHEDULE HEREINBEFORE  
REFERRED TO**

**EASEMENT FOR PEDESTRIAN RIGHT OF WAY**

**QUEENSLAND**

**GRANT OF EASEMENT**

THIS DEED is made the            day of            198    BETWEEN STATE GOVERNMENT INSURANCE OFFICE (QUEENSLAND) the corporation duly constituted by the *State Government Insurance Office (Queensland) Act 1960-1979* (hereinafter with its successors and assigns called “the Grantor”) of the one part AND BRISBANE CITY COUNCIL a body corporate duly constituted by and under the *City of Brisbane Act 1924-1980* (hereinafter with its successors and assigns called “the Grantee”) of the other part

**WHEREAS:**

A. The Grantor is or is entitled to be or become the registered proprietor under the provisions of the *Real Property Act 1861-1981* of an estate in fee simple subject however to such encumbrances liens and interests as are notified by memorandum endorsed on the title thereto in all that piece of land situated in the County of Stanley Parish of North Brisbane containing an area of 44 square metres being the land contained in Easement G in Lot 1 on Registered Plan 127671 on Registered Plan            being part of the land in Certificate of Title Volume            Folio            (hereinafter called “the Servient Tenement”);

B. The Grantor is causing or has caused to be erected and constructed on the land of which the Servient Tenement forms part a car park, shops, commercial and other premises and a civic square and park; and

C. Pursuant to an Agreement dated the            day of            1982 between the Grantee and the Grantor the Grantee agreed to transfer and

THE NINTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

assign to the Grantor the freehold lands situated in the County of Stanley Parish of North Brisbane containing an area of 2 633 square metres being part of Lot 1 on Registered Plan 127671 in consideration, *inter alia*, for the agreement by the Grantor to grant to the Grantee for the use and enjoyment of the Grantee an easement of right of way for pedestrian purposes upon the terms and conditions herein contained over the Servient Tenement; and

D. It is the intention of the parties hereto that the purpose of the grant of easement herein contained is to enable the Grantee, its officers, employees, agents, servants, invitees and licensees to go pass and repass over, along, across, in and through the Servient Tenement by means of a pedestrian way.

NOW THIS DEED WITNESSES that in pursuance of the premises and of the said Agreement, the parties hereto do hereby mutually covenant and agree as follows:—

1. That the Grantor hereby grants to the Grantee, its officers, employees, agents, servants, invitees and licensees the FULL AND FREE RIGHT and liberty for it and them forever to go pass and repass at all times hereafter by day or by night on foot and for all lawful purposes over along and upon the Servient Tenement or any part thereof and in common with the rights of the Grantor and any lessee or sub-lessee of the Grantor and their and each of their sub-lessees, licencees, invitees, servants and agents and in common with the rights of all persons from time to time lawfully using or enjoying the Servient Tenement.

2. That the Grantor shall at all times keep the Servient Tenement or cause the same to be kept free from all obstructions except in connection with the normal user thereof and shall not cause or permit any hindrance or nuisance thereon or do or cause to be done anything thereon such as might obstruct the free flow of pedestrian traffic thereover or permit any rubbish or waste matter to be deposited or remain thereon.

3. That the Grantor shall at all times keep and maintain the surface of the Servient Tenement in good reasonable and trafficable condition.

4. That the Grantor shall pay all costs (including the professional costs of

THE NINTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

any architect solicitor or surveyor reasonably incurred) of the preparation, execution, stamping and registration of this Grant of Easement and of any survey or sub-divisional or other plan required for registration in the office of the Registrar of Titles at Brisbane and all stamp duty and registration fees payable thereon.

5. That if at any time the circumstances are such that it becomes necessary in the opinion of the Grantor for the within Grant of Easement (and any grant of easement substituted as hereinafter provided) to be extinguished the Grantor will if so requested by the Grantee grant to the Grantee an easement in lieu thereof for the same purposes and on the same terms and conditions in all respects as herein contained as may be applicable to provide an alternate right of way for pedestrian purposes and in consideration thereof the Grantee will execute and deliver up to the Grantor a release or surrender of the within Grant of Easement (and any grant of easement so substituted) and the parties hereto shall do such further acts and things and execute all such documents as may be reasonably required to effect the registration of all or any substituted grants of easement and such releases or surrenders in the office of the Registrar of Titles at Brisbane.

6. That the Grantor shall pay all costs (including the professional costs of any architect solicitor or surveyor reasonably incurred) of the preparation, execution, stamping and registration of this Grant of Easement, any substituted grant of easement, the release or surrender of this Grant of Easement or any substituted grant of easement and of any survey or sub-divisional or other plan required for registration in the office of the Registrar of Titles at Brisbane and all stamp duty and registration fees payable thereon.

7. That any notice to be given by the Grantee to the Grantor hereunder shall be deemed to be sufficiently given if the same shall be in writing for and on behalf of the Grantee by the Town Clerk of the Brisbane City Council or the City Solicitor and be delivered personally to the Grantor or left or sent by prepaid post addressed to the General Manager, S.G.I.O., Turbot Street, Brisbane and any notice to be given by the Grantor to the Grantee hereunder shall be deemed to be sufficiently given if the same be in writing for and on behalf of the Grantor by the General Manager, Deputy

THE NINTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

General Manager, Investment Manager or other authorised person addressed to the Town Clerk or the City Solicitor Brisbane City Council Brisbane AND any notice given or sent by post pursuant to this clause shall be deemed to have been received at the time when the letter containing such notice would in the ordinary course of post be delivered.

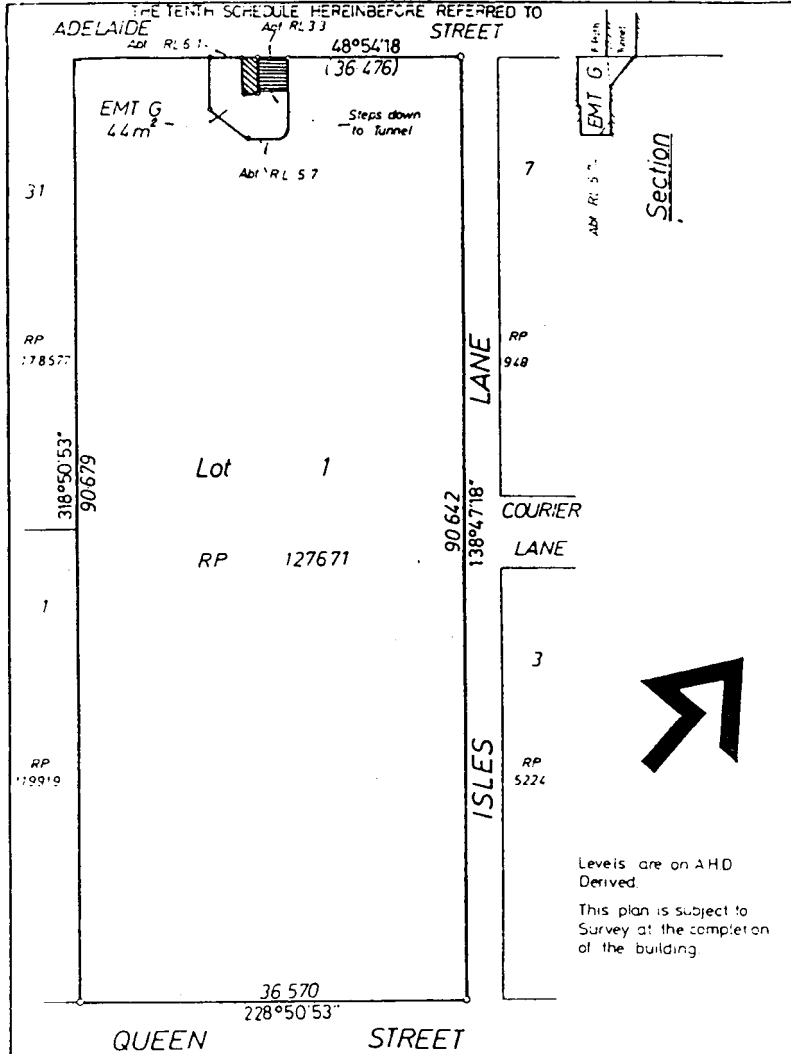
IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year first hereinbefore written.

The Common Seal of STATE )  
GOVERNMENT INSURANCE OFFICE )  
(QUEENSLAND) was hereto affixed by )  
the General Manager of )  
State Government Insurance Office )  
(Queensland) who also subscribed his name in )  
the presence of )  
A Justice of the Peace

THE SEAL of BRISBANE CITY COUNCIL )  
was hereunto affixed by me I )  
being the proper officer to affix such Seal, in ) Town Clerk  
the presence of )  
A Justice of the Peace



# THE TENTH SCHEDULE HEREINBEFORE REFERRED TO



## PLAN FOR PROPOSED EASEMENT

For Pedestrian Access

Easement G in Lot 1 on RP 127671  
in Original Allotments 4, 5, 14, 15 & 16  
Section 29

Parish of NORTH BRISBANE  
County STANLEY

**BENNETT & FRANCIS** LTD. Ins. No. 3570

DE 945

**THE ELEVENTH SCHEDULE HEREINBEFORE  
REFERRED TO**

**GRANT OF EASEMENT**

THIS DEED is made this                    day of                    , 198    BETWEEN THE MINISTER FOR LANDS AND FORESTRY FOR THE STATE OF QUEENSLAND for and on behalf of THE CROWN IN RIGHT OF THE STATE OF QUEENSLAND (“the Grantor”) of the one part AND STATE GOVERNMENT INSURANCE OFFICE (QUEENSLAND) the Corporation duly constituted by the *State Government Insurance Office (Queensland) Act 1960-1979* (hereinafter with its successors and assigns called “the Grantee”) of the other part.

WHEREAS an area of 376 square metres more or less described as                    Portion                    in the County of Stanley, Parish of North Brisbane, City of Brisbane was reserved and set apart as a Reserve (R.                    ) for easement and right of way purposes by Order in Council of the                    day of                    198    published in the Government Gazette of the                    day of                    198    at page                    under and pursuant to the *Land Act 1962-1981* (“the Reserve”).

AND WHEREAS the Grantee is or is entitled to be or become the registered proprietor under the provisions of the *Real Property Act 1861-1981* of an estate in fee simple subject however to such encumbrances, liens and interests as are notified by memorandum endorsed on the title thereto in all that piece of land situated in the County of Stanley, Parish of North Brisbane, containing an area of 3 311 square metres being the land contained in Lot 1 on Registered Plan 127671 being the whole of the land contained in Certificate of Title Volume                    Folio                    (“the Dominant Tenement”).

AND WHEREAS under and pursuant to an agreement (“the said Agreement”) executed pursuant to the provisions of the *Anzac Square Development Project Act 1982* (“the said Act”) certain erections and constructions for the purpose of a car park, shops, commercial and other premises and a civic square and park are being erected by the Grantee on the

THE ELEVENTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

Dominant Tenement and in, upon, over, across, under and beneath other lands immediately adjoining being Reserves 14811 and 14812 and above, over, under and beneath Adelaide Street (some of which are in and upon the Reserve) and under and beneath Ann Street and over and above Isles Lane (which erections and constructions are known as “the Anzac Square Project”).

AND WHEREAS included in the Anzac Square Project under the provisions of the said Act are two vehicular tunnels over, through, in, upon and within that part of the Reserve described as easements Y and Z a plan of which easements is hereto annexed and marked with the letter A (“the Servient Tenement”) from the roadway on the Anzac Square side of Adelaide Street under and below Adelaide Street to the Dominant Tenement.

AND WHEREAS the Servient Tenement lies in strata between levels and under Adelaide Street as shown on the said plan.

AND WHEREAS it is desirable that the Grantee be granted the easements herein set out to go pass and repass, over, along, across, in and through the Servient Tenement by means of vehicular way.

AND WHEREAS it is intended that Wales Properties Limited or other the registered proprietor or proprietors, owner or owners, occupier or occupiers for the time being of all that piece of land situated in the County of Stanley, Parish of North Brisbane, City of Brisbane, containing an area of 1 384 square metres and being the same, a little more or less, being Lot 1 on Registered Plan 119919 and being the whole of the land contained in Certificate of Title Volume 4303 Folio 38 on which is erected a multi-storey building for the occupancy and use, *inter alia*, of Bank of New South Wales as its chief office in Queensland and the Bank of New South Wales as occupier and its and their servants, agents, licensees and invitees of the building erected thereon (hereafter, for convenience, referred to collectively as “Wales Properties Limited” or “Bank of New South Wales” respectively) be also granted easements to go pass and repass over along across in and through the Servient Tenement by means of vehicular way.

THE ELEVENTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

NOW THIS DEED WITNESSES that in pursuance of the premises and in consideration of the sum of \$10.00 this day paid by the Grantee to the Grantor, the receipt of which sum is hereby acknowledged, the parties hereto do hereby mutually covenant and agree as follows:—

1. The Grantor hereby grants to the Grantee or to the registered proprietor or proprietors, owner or owners, occupier or occupiers for the time being of the Dominant Tenement the full and free right and liberty for it and them as such proprietor or proprietors, owner or owners, occupier or occupiers for the time being and from time to time of the Dominant Tenement and its and their customers and its and their servants, agents, licensees and invitees for the period of seventy-five years from the            day of            198    to go pass and repass at all times hereafter by day or by night with motor cars or other vehicles of any description laden or unladen for all lawful purposes over, along and upon the Servient Tenement or any part thereof in common with the Grantor and all other persons having the like right.

2. That the Grantee shall at all times keep the Servient Tenement and cause the same to be kept free from all obstructions except in connection with the normal user thereof and will not cause or permit any hindrance or nuisance thereon or confer any right of parking any vehicle thereon such as might obstruct the free flow of vehicular traffic thereover or permit any rubbish or waste matter to be deposited or remain thereon.

3. That the Grantee shall not affix anything to the interior of the said vehicular tunnels whether signs, banners, advertisements, billboards or any other matter or thing of any kind or nature whatsoever without the written consent of the Minister for Lands and Forestry for the State of Queensland for the time being, being acquired prior to the placement of such sign banner or other thing as aforesaid.

4. That the Grantee shall at all times hereafter at the Grantee's own cost and expense keep the said vehicular tunnels in a good and safe repair, order and condition and shall forthwith repair any damage or remedy any defect thereto or therein.

5. That the Grantee shall at all times hereafter at the Grantee's own cost and expense keep the said vehicular tunnels properly supported and stayed

THE ELEVENTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

and shall not in any way weaken, injure or destroy such vehicular tunnels or any part thereof or cause or permit or suffer such vehicular tunnels to carry any greater weight or load than they can safely carry.

6. That the Grantee shall at all times keep and maintain the surface of the Servient Tenement in good reasonable and trafficable condition.

7. The Grantee shall at the Grantee's own cost and expense whenever maintenance or repair is such as to disturb the public free use and enjoyment of Adelaide Street, Brisbane or is such as to interfere, alter or change any services of gas, water, electricity, telephone or any other service favourable or unfavourable and whether within or without the reserve before commencing such maintenance or repair, obtain the consent thereto of the Brisbane City Council and of any other relevant authority and shall carry out such maintenance and repair to the requirements and to the satisfaction of the Brisbane City Council and any other relevant authority.

8. That the Grantee may at any time with the prior consent of the Grantor erect or fix at the cost and expense of the Grantee at or near any end or ends of the said vehicular tunnels any doors, gates or other barriers of such nature or kind as the Grantee may determine and may cause such doors, gates or barriers to be closed or locked during such hours as the car park erected on the Dominant Tenement is not open for business to the public PROVIDED that the provisions for after hours access to the said car park as set out in Clause 1 of the Grant of Easement more particularly set out and described in the Third Schedule to the said Agreement given by the Grantee herein to Wales Properties Limited in respect of Easement X in Lot 1 on Registered Plan \_\_\_\_\_ registered or to be registered on the Certificate of Title to the Dominant Tenement shall extend to and be applicable *mutatis mutandis* to the easement granted herein.

9. Should the vehicular tunnels or either of them or any part thereof at any time be destroyed or damaged by any means whatsoever so as to render it or them unfit or unsafe for the purpose for which they were constructed or should the vehicular tunnels or either of them for any other reason whatsoever become or be unfit or unsafe for the purpose for which they were constructed or should the Grantee fail to observe, perform or comply with any of the covenants on the part of the Grantee herein

THE ELEVENTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

contained then this easement may at any time thereafter upon notice by the Grantor to the Grantee be surrendered and without prejudice to any action or claim the Grantor may have against the Grantee and the Grantee hereby irrevocably appoints the Minister for Lands and Forestry for the State of Queensland for the time being its true and lawful attorney for the purpose of executing a surrender of this easement AND further that the determination of fitness or unfitness of the vehicular tunnels or either of them for the purpose for which they were constructed shall be determined by the Minister for Lands and Forestry for the State of Queensland for the time being PROVIDED HOWEVER that if at or immediately prior to the time of such destruction, damage or breach there is or was conducted or required for use by the Grantee or any person deriving title from the Grantee a car parking station upon the Dominant Tenement and if in the opinion of the Grantor the vehicular tunnels or if one of them then that tunnel can be restored to a safe and workable condition or that the breach or breaches of the covenants herein can be satisfactorily remedied the Grantor may in lieu of the surrender as aforesaid give notice in writing to the Grantee to carry out at the cost and expense of the Grantee all necessary repairs or to remedy such breach or breaches to the satisfaction of the Grantor within a period of one year from the date of the said notice and should such repairs restoration or rebuilding not be commenced or such breach or breaches not be remedied within the time specified in the said notice the Grantor may at the cost and expense of the Grantee carry out the said repairs restoration or rebuilding or remedy the said breach or breaches and the said cost and expense shall be repaid by the Grantee to the Grantor on demand.

**10.** Notwithstanding anything to the contrary hereinbefore contained the Grantee may surrender this easement if a car parking station is not conducted or required for use by the Grantee or any person deriving title from the Grantee upon the Dominant Tenement.

**11.** Where this easement has been surrendered by the Grantee or by the Minister for Lands and Forestry for the State of Queensland for the time being as the attorney for the Grantee pursuant to his powers contained herein, the Grantee shall undertake and carry out, at the Grantee's own cost and expense, the demolition, removal and filling in of the vehicular tunnel and so carry out such demolition, removal and filling in to the requirements

THE ELEVENTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

of and to the satisfaction of the Minister for Lands and Forestry for the State of Queensland for the time being, the Brisbane City Council and any other relevant authority.

**12.** That any notice to be given to the Grantee hereunder shall be deemed to be sufficiently given if the same be in writing for and on behalf of the Grantor by the Minister for Lands and Forestry for the State of Queensland for the time being and be delivered personally to the Grantee or left or sent by prepaid post addressed to the General Manager, State Government Insurance Office, Turbot Street, Brisbane or other the Grantee for the time being hereunder AND any notice to be given by the Grantee to the Grantor shall be deemed to be sufficiently given if the same be in writing for and on behalf of the Grantee by the General Manager, Deputy General Manager, Investment Manager or other authorised person and be delivered personally to the Grantor or sent by post addressed to the Minister for Lands and Forestry for the State of Queensland AND any notice given or sent by post pursuant to this clause shall be deemed to have been received at the time when the letter containing such notice would in the ordinary course of post be delivered.

**13.** The Grantee shall be deemed to be the sole occupier of the Servient Tenement and shall arrange a public risk insurance policy to cover any liability arising from such occupancy.

**14.** The Grantee shall bear all costs (including the professional costs of any architect, solicitor or surveyor reasonably incurred) of the preparation, execution, stamping and registration of this Grant of Easement and of any survey or subdivisional or other plan required for registration in any office or Department of the Government in Queensland and all stamp duty and registration fees payable thereon.

THE ELEVENTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

IN WITNESS WHEREOF the parties hereto have executed these presents  
on the day first here and before written.

Signed, sealed and delivered by William Hamline)  
Glasson, Minister for Lands and Forestry for the )  
State of Queensland for and on behalf of the )  
Crown in right of the State of Queensland in the )  
presence of )

The Common Seal of STATE GOVERNMENT)  
INSURANCE OFFICE (QUEENSLAND) was)  
hereto affixed by the General )  
Manager of State Government Insurance Office )  
(Queensland) who also subscribed his name in )  
the presence of )



**THE TWELFTH SCHEDULE HEREINBEFORE  
REFERRED TO**

**GRANT OF EASEMENT**

THIS DEED is made this            day of            198    between THE MINISTER FOR LANDS AND FORESTRY FOR THE STATE OF QUEENSLAND for and on behalf of THE CROWN IN RIGHT OF THE STATE OF QUEENSLAND (“the Grantor”) of the one part and WALES PROPERTIES LIMITED a company incorporated in New South Wales and registered according to the laws of Queensland and having its registered office in Queensland at 260 Queen Street, Brisbane in the said State (hereinafter with its successors and assigns called “the Grantee”) of the other part.

WHEREAS an area of 376 square metres more or less described as Portion            in the County of Stanley, Parish of North Brisbane, City of Brisbane, was reserved and set apart as a Reserve (R.            ) for easement and right of way purposes by Order in Council of the            day of            198    published in the Government Gazette of the            day of            198    at page            under and pursuant to the *Land Act* 1962-1981, (“the Reserve”)

AND WHEREAS the Grantee is the registered proprietor of an estate in fee simple subject however to such encumbrances, liens and interests as are notified by memorandum endorsed on the title thereto in all that piece of land situated in the County of Stanley, Parish of North Brisbane, City of Brisbane, containing an area of 1 384 square metres, more or less, being Lot 1 on Registered Plan 119919 and being the whole of the land contained in Certificate of Title Volume 4303 Folio 38 (“the Wales Land”) upon which the Grantee has caused to be erected a multi-storey building for the occupancy and use, *inter alia*, of Bank of New South Wales as its chief office in Queensland (“the Wales Building”)

AND WHEREAS under and pursuant to an agreement (“the said Agreement”) executed pursuant to the provisions of the *Anzac Square Development Project Act* 1982 (“the said Act”) certain erections and

THE TWELFTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

constructions for the purposes of a car park, shops, commercial and other premises and a civic square and park are being erected by the State Government Insurance Office (Queensland) on land owned by the said State Government Insurance Office (Queensland) and described as Lot 1 on Registered Plan 127671 being the whole of the land contained in Certificate of Title Volume Folio (“the Queen Street Land”) and in, upon, over, across, under and beneath certain other lands immediately adjoining being Reserve for Park—Anzac Square, being Reserves 14811 and 14812 and above, over, under and beneath Adelaide Street (some of which are in and upon the Reserve) and under and beneath Ann Street and over and above Isles Lane (which erections and constructions are known as “the Anzac Square Project”)

AND WHEREAS included in the Anzac Square Project under the provisions of the said Act are two vehicular tunnels over through in upon and within that part of the Reserve described as Easements Y and Z a plan of which easements is hereto annexed and marked with the letter “A” (“the Servient Tenement”) from the roadway on the Anzac Square side of Adelaide Street under and below Adelaide Street to the Queen Street Land

AND WHEREAS the Servient Tenement lies in strata between levels and under Adelaide Street, as shown on the said plan

AND WHEREAS it is desirable that the Grantee be granted the easement herein set out to go pass and repass over along across in and through the Servient Tenement by means of vehicular way.

AND WHEREAS pursuant to the provisions of s. 282 of the *Land Act* 1962-1981, the Grantor is empowered to grant the said easement

AND WHEREAS it is intended that the said State Government Insurance Office (Queensland) or other the registered proprietor or proprietors, owner or owners, occupier or occupiers for the time being of the Queen Street Land (hereafter, for convenience, referred to collectively as “the S.G.I.O.”) be also granted an easement to go, pass and repass over along across in and through the Servient Tenement by means of vehicular way (“the S.G.I.O. easement”)

THE TWELFTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

NOW THIS DEED WITNESSES that in pursuance of the premises and in consideration of the sum of \$10.00 this day paid by the Grantee to the Grantor, the receipt of which sum is hereby acknowledged, the parties hereto do hereby mutually covenant and agree as follows:—

1. The Grantor hereby grants to the Grantee or to the registered proprietor or proprietors, owner or owners, occupier or occupiers for the time being of the Wales Land the full and free right and liberty for it and them as such proprietor or proprietors, owner or owners, occupier or occupiers for the time being and from time to time of the Wales Land and Bank of New South Wales as occupier and its and their servants, agents, licensees and invitees of the Wales Building forever to go pass and repass at all times hereafter by day or by night with motor cars or other vehicles of any description laden or unladen for all lawful purposes over along and upon the Servient Tenement or any part thereof in common with the Grantor and all other persons having a like right.

2. That the Grantor and the Grantee shall at all times keep the Servient Tenement and cause the same to be kept free from all obstructions except in connection with the normal user thereof and shall not cause or permit any hindrance or nuisance thereon or confer any right of parking any vehicle thereon such as might obstruct the free flow of vehicular traffic thereover or permit any rubbish or waste matter to be deposited or remain thereon.

3. That the Grantee shall not permit anything being affixed to the interior of the said vehicular tunnel whether signs, banners, advertisements, billboards or any other matter or thing of any kind or nature whatsoever.

4. The Grantee acknowledges that the S.G.I.O. easement has been granted for the purpose of enabling the S.G.I.O. and its servants, agents, licensees and invitees to go pass and repass over along and upon the Servient Tenement, *inter alia*, for the purpose of gaining access to and from Adelaide Street to the car park erected upon the Queen Street Land and notwithstanding the provisions of Clause 1 hereof, the Grantee hereby consents to the Grantor, should it choose to do so at any time, permitting the S.G.I.O. to erect or fix at or near any end or ends of the Servient Tenement doors, gates or other barriers of such nature or kind as the S.G.I.O. may determine and to cause such doors, gates or barriers to be

THE TWELFTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

closed or locked during such hours as the said car park is not open for business to the public PROVIDED that the Grantee may at any time or from time to time require that such doors, gates or barriers be not closed or locked as aforesaid whereupon the provisions for after hours access to the said car park as set out in Clause 1 of the Grant of Easement more particularly set out and described in the Third Schedule to the said Agreement given by the said State Government Insurance Office (Queensland) to the Grantee herein in respect of Easement X in Lot 1 on Registered Plan        registered or to be registered on the Certificate of Title to the Queen Street Land shall extend to and be applicable *mutatis mutandis* to this easement.

5. That the Grantor shall pursuant to the powers granted to it under the S.G.I.O. easement, cause the S.G.I.O. at all times hereafter, at its own cost and expense to keep the said vehicular tunnels in a good and safe repair, order and condition and shall cause the S.G.I.O. forthwith to repair any damage or remedy any defect thereto or therein.

6. That the Grantor shall pursuant to the powers granted to it under the S.G.I.O. easement, cause the S.G.I.O. at all times hereafter at its own cost and expense to keep the said vehicular tunnels properly supported and stayed and neither the Grantor nor the Grantee shall in any way weaken, injure or destroy the said vehicular tunnels nor any part thereof nor cause nor permit nor suffer the said vehicular tunnels to carry any greater weight or load than they can safely carry.

7. That the Grantor shall pursuant to the powers granted to it under the S.G.I.O. easement cause the S.G.I.O. at all times to keep and maintain the surface of the Servient Tenement in good reasonable and trafficable condition.

8. Should the said vehicular tunnels or any part thereof at any time within 75 years from the date hereof (and provided Wales Properties Limited and/or Bank of New South Wales shall then be the registered proprietor of the Wales Land) be destroyed or damaged by any means whatsoever so as to render the said vehicular tunnels unfit or unsafe for the purpose for which they were constructed and PROVIDED THAT if at or immediately prior to the time of such destruction or damage there is or was constructed or

THE TWELFTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

required for use by the S.G.I.O. or any person deriving title from the S.G.I.O. a car parking station upon the Queen Street Land, the Grantor will when reasonably required by the Grantee, pursuant to the powers granted to it under the S.G.I.O. easement, cause the S.G.I.O. at the cost and expense of the S.G.I.O. to repair, restore or rebuild the said vehicular tunnels, such repair, restoration or rebuilding to be commenced within one year of such destruction or damage and to be carried out continuously thereafter.

**9.** If at any time a car parking station is not conducted or required for use upon the Queen Street Land by the S.G.I.O. or any person deriving title from the S.G.I.O. or should at any time after 75 years from the date hereof either of the said vehicular tunnels or any part thereof be destroyed or damaged by any means whatsoever so as to render the said vehicular tunnels unfit or unsafe for the purpose for which they were constructed or should the said vehicular tunnels for any other reason whatsoever become or be unfit or unsafe for the purpose for which they were constructed or should the Grantee at that time fail to observe, perform or comply with any of the covenants on the part of the Grantee herein contained then this easement may at any time thereafter upon notice by the Grantor to the Grantee be surrendered and without prejudice to any action or claim the Grantor may have against the Grantee and the Grantee hereby irrevocably appoints the Minister for Lands and Forestry for the State of Queensland for the time being its true and lawful attorney for the purpose of executing a surrender of this easement AND further that the determination of fitness or unfitness of the said vehicular tunnels for the purpose for which they were constructed shall be determined by the Minister for Lands and Forestry for the State of Queensland for the time being.

**10.** That any notice to be given to the Grantee hereunder shall be deemed to be sufficiently given if the same be in writing for and on behalf of the Grantor by the Minister for Lands and Forestry for the State of Queensland for the time being and be delivered personally to the Grantee or left or sent by prepaid post addressed to the Chief State Manager, Bank of New South Wales, 260 Queen Street, Brisbane AND any notice to be given by the Grantee to the Grantor hereunder shall be deemed to be sufficiently given if the same be in writing for and on behalf of the Grantee by any Manager, Relieving Manager, Acting Manager, or Secretary of the Grantee or by the

THE TWELFTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

Chief State Manager, any State Manager, Manager Legal or Manager Premises of Bank of New South Wales or by the Solicitors for the Grantee or Bank of New South Wales and be delivered personally or sent by post addressed to the Minister for Lands and Forestry for the State of Queensland AND any notice given or sent by post pursuant to this clause shall be deemed to have been received at the time when the letter containing such notice would in the ordinary course of post be delivered.

**11.** That if at any time Bank of New South Wales shall cease to use and enjoy the Wales Building for the purposes, *inter alia*, of a bank the Grantee will upon request so to do from the Grantor forthwith execute and deliver up to the Grantor a release or surrender of the within Grant of Easement and will do such further acts and things and execute all such documents as may be reasonably required by the Grantor to effect the registration of the said release or surrender in the office of the Registrar of Titles at Brisbane.

**12.** The Grantor and the Grantee shall each bear their own professional costs of and incidental to the preparation, execution and registration of this Grant of Easement but all stamp duty and registration fees thereon shall be paid by the Grantee.

**13.** A reference in this grant of easement to Bank of New South Wales shall be read and construed as being a reference to the Bank of New South Wales or if the said Bank of New South Wales be subject to a take-over by any other company carrying on, *inter alia*, the business of banking, or amalgamate with any other company carrying on, *inter alia*, the business of banking or, if by virtue of any amalgamation, reconstruction or rearrangement of capital or if the said Bank of New South Wales shall change its name or if for any other reason whatsoever the share capital in the said Bank of New South Wales be represented by a different capital holding in another company or companies carrying on, *inter alia*, the business of banking, then to that other company.

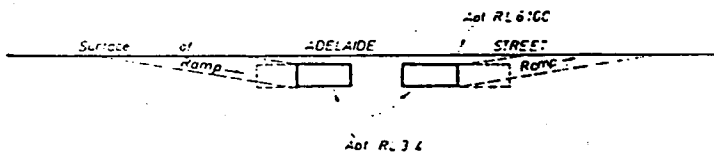
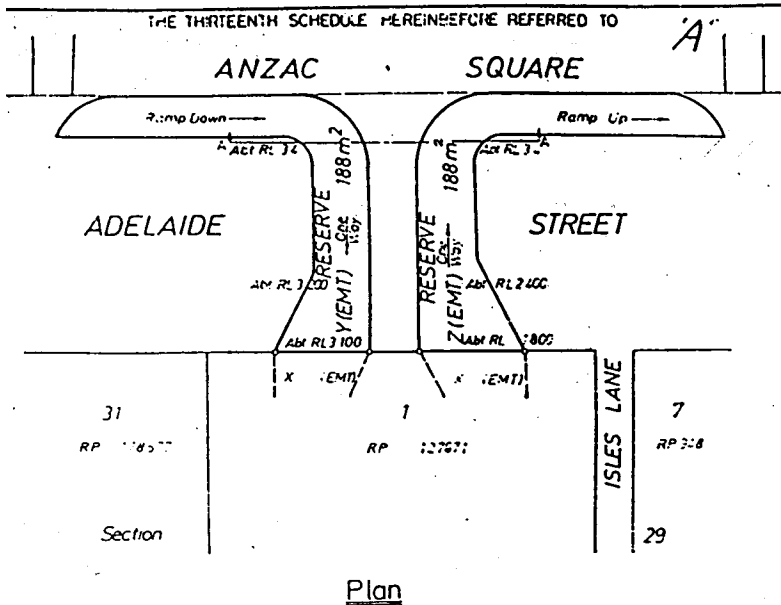
THE TWELFTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

IN WITNESS WHEREOF the parties hereto have executed these presents  
on the day first hereinbefore written.

SIGNED SEALED AND DELIVERED by )  
WILLIAM HAMLIN GLASSON, Minister)  
for Lands and Forestry for the State of )  
Queensland for and on behalf of the Crown in )  
Right of the State of Queensland in the )  
presence of:— )

EXECUTED by WALES PROPERTIES )  
LIMITED by being SIGNED SEALED AND) WALES PROPERTIES  
DELIVERED by ) its duly ) LIMITED by its duly  
authorised attorney in the presence of:— ) authorised Attorney:

# THE THIRTEENTH SCHEDULE HEREINBEFORE REFERRED TO



## PLAN OF PROPOSED EASEMENT

For Vehicular Ramp and Tunnel under  
ADELAIDE STREET  
Easements Y & Z in Reserves in Part of  
Adelaide Street Brisbane Between Existing  
Anzac Square and Lot 1 on RP 127671  
Sections 26 & 29 Respectively  
Parish of North Brisbane  
County of Stanley  
Levels on A.H.D. Derived

This plan is subject to survey of the  
Ramps and Tunnels after Construction.

**BENNETT & FRANCIS** Pty. Ltd. Ins No 3570

DE 948



**THE FOURTEENTH SCHEDULE HEREINBEFORE  
REFERRED TO**

**GRANT OF EASEMENT**

THIS DEED is made this            day of            198    BETWEEN THE MINISTER FOR LANDS AND FORESTRY FOR THE STATE OF QUEENSLAND for and on behalf of THE CROWN IN RIGHT OF THE STATE OF QUEENSLAND (“the Grantor”) of the one part AND STATE GOVERNMENT INSURANCE OFFICE (QUEENSLAND) the Corporation duly constituted by the *State Government Insurance Office (Queensland) Act* 1960-1979 (hereinafter with its successors and assigns called “the Grantee”) of the other part

WHEREAS an area of 97 square metres more or less described as Portion            in the County of Stanley Parish of North Brisbane City of Brisbane was reserved and set apart as a Reserve (R.            ) for easement and right of way purposes by Order in Council of the            day of            198    published in the Government Gazette of the            day of            198    at page            under and pursuant to the *Land Act* 1962-1981 (“the Reserve”)

AND WHEREAS the Grantee is or is entitled to be or become the registered proprietor under the provisions of the *Real Property Act* 1861-1981 of an estate in fee simple subject however to such encumbrances, liens and interests as are notified by memorandum endorsed on the title thereto in all that piece of land situated in the County of Stanley Parish of North Brisbane containing an area of 3 311 square metres being the land contained in Lot 1 on Registered Plan 127671 being the whole of the land contained in Certificate of Title Volume            Folio            (“the Dominant Tenement”)

AND WHEREAS under and pursuant to an agreement (“the said Agreement”) executed pursuant to the provisions of the *Anzac Square Development Project Act* 1982 (“the said Act”) certain erections and constructions for the purpose of a car park, shops, commercial and other premises and a civic square and park are being erected by the Grantee on the

THE FOURTEENTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

Dominant Tenement and in, upon, over, across, under and beneath other lands immediately adjoining being Reserves 14811 and 14812 and above, over, under and beneath Adelaide Street (some of which are in and upon the Reserve) and under and beneath Ann Street and over and above Isles Lane (which erections and constructions are known as “the Anzac Square Project”)

AND WHEREAS included in the Anzac Square Project under the provisions of the said Act is a pedestrian tunnel over, through, in, upon and within that part of the Reserve described as Easement W a plan of which Easement is hereto annexed and marked with the letter A (“the Servient Tenement”) from the Anzac Square side of Adelaide Street under and below Adelaide Street to the Dominant Tenement

AND WHEREAS the Servient Tenement lies in strata between levels and under Adelaide Street as shown on the said plan

AND WHEREAS it is desirable that the Grantee be granted the easement herein set out to go pass and repass over, along, across, in and through the Servient Tenement by means of a pedestrian way

AND WHEREAS it is intended that the BRISBANE CITY COUNCIL be also granted an easement to go pass and repass over, along, across, in and through the Servient Tenement by means of a pedestrian way (“the Council easement”)

NOW THIS DEED WITNESSES that in pursuance of the premises and in consideration of the sum of \$10.00 this day paid by the Grantee to the Grantor, the receipt of which sum is hereby acknowledged, the parties hereto do hereby mutually covenant and agree as follows:—

1. The Grantor hereby grants to the Grantee or to the registered proprietor or proprietors, owner or owners, occupier or occupiers for the time being of the Dominant Tenement the full and free right and liberty for it and them as such proprietor or proprietors, owner or owners, occupier or occupiers for the time being and from time to time of the Dominant Tenement and its and their customers and its and their servants, agents, licensees and invitees of the Dominant Tenement for the period of 75 years from the day

THE FOURTEENTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

of 198 to go, pass and repass at all times hereafter by day or by night but on foot only and for all lawful purposes over, along and upon the Servient Tenement or any part thereof in common with the Grantor and all other persons having the like right.

2. That the Grantee shall at all times keep the Servient Tenement and cause the same to be kept free from all obstructions except in connection with the normal user thereof and will not cause or permit any hindrance or nuisance thereon or confer any right of parking any vehicle thereon such as might obstruct the free flow of pedestrian traffic thereover or permit any rubbish or waste matter to be deposited or remain thereon.

3. That the Grantee shall not affix anything to the interior of the said pedestrian tunnel whether signs, banners, advertisements, billboards or any other matter or thing of any kind or nature whatsoever without the written consent of the Minister for Lands and Forestry for the State of Queensland for the time being being acquired prior to the placement of such sign banner or other thing as aforesaid.

4. That the Grantee shall at all times hereafter at the Grantee's own cost and expense keep the said pedestrian tunnel in a good and safe repair, order and condition and shall forthwith repair any damage or remedy any defect thereto or therein.

5. That the Grantee shall at all times hereafter at the Grantee's own cost and expense keep the said pedestrian tunnel properly supported and stayed and shall not in any way weaken injure or destroy such pedestrian tunnel or any part thereof or cause or permit or suffer such pedestrian tunnel to carry any greater weight or load than it can safely carry.

6. That the Grantee shall at all times keep and maintain the surface of the Servient Tenement in good reasonable and trafficable condition.

7. The Grantee shall at the Grantee's own cost and expense whenever maintenance or repair of the Servient Tenement is such as to disturb the public free use and enjoyment of Adelaide Street, Brisbane or is such as to interfere, alter or change any services of gas, water, electricity, telephone or any other service favourable or unfavourable and whether within or without the Reserve before commencing such maintenance or repair, obtain the

THE FOURTEENTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

consent thereto of the Brisbane City Council and of any other relevant authority and shall carry out such maintenance and repair to the requirements and to the satisfaction of Brisbane City Council and any other relevant authority.

8. Should the said pedestrian tunnel or any part thereof at any time be destroyed or damaged by any means whatsoever so as to render the said pedestrian tunnel unfit or unsafe for the purpose for which it was constructed or should the said pedestrian tunnel for any other reason whatsoever become or be unfit or unsafe for the purpose for which it was constructed or should the Grantee fail to observe, perform or comply with any of the covenants on the part of the Grantee herein contained then this easement may at any time thereafter upon notice by the Grantor to the Grantee be surrendered and without prejudice to any action or claim the Grantor may have against the Grantee and the Grantee hereby irrevocably appoints the Minister for Lands and Forestry for the State of Queensland for the time being its true and lawful attorney for the purpose of executing a surrender of this easement AND further that the determination of fitness or unfitness of the said pedestrian tunnel for the purpose for which it was constructed shall be determined by the Minister for Lands and Forestry for the State of Queensland for the time being PROVIDED HOWEVER that if in the opinion of the Grantor the said pedestrian tunnel can be restored to a safe and workable condition or that the breach or breaches of the covenants herein can be satisfactorily remedied the Grantor may in lieu of the surrender as aforesaid give notice in writing to the Grantee to carry out at the cost and expense of the Grantee all necessary repairs or to remedy such breach or breaches to the satisfaction of the Grantor within a period of one year from the date of the said notice and should such repairs restoration or rebuilding not be commenced or such breach or breaches not be remedied within the time specified in the said notice the Grantor may at the cost and expense of the Grantee carry out the said repairs restoration or rebuilding or remedy the said breach or breaches and the said cost and expense shall be repaid by the Grantee to the Grantor on demand.

9. Where this easement has been surrendered by the Grantee or by the Minister for Lands and Forestry for the State of Queensland for the time being as the attorney for the Grantee pursuant to his powers contained

THE FOURTEENTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

herein, the Grantee shall undertake and carry out, at the Grantee's own cost and expense, the demolition, removal and filling in of the said pedestrian tunnel and so carry out such demolition, removal and filling in to the requirements of and to the satisfaction of the Minister for Lands and Forestry for the State of Queensland for the time being, Brisbane City Council and any other relevant authority.

**10.** That any notice to be given to the Grantee hereunder shall be deemed to be sufficiently given if the same be in writing for and on behalf of the Grantor by the Minister for Lands and Forestry for the State of Queensland for the time being and be delivered personally to the Grantee or left or sent by prepaid post addressed to the General Manager, State Government Insurance Office, Turbot Street, Brisbane or other the Grantee for the time being hereunder AND any notice to be given by the Grantee to the Grantor shall be deemed to be sufficiently given if the same be in writing for and on behalf of the Grantee by the General Manager, Deputy General Manager, Investment Manager or other authorised person and be delivered personally to the Grantor or sent by post addressed to the Minister for Lands and Forestry for the State of Queensland AND any notice given or sent by post pursuant to this clause shall be deemed to have been received at the time when the letter containing such notice would in the ordinary course of post be delivered.

**11.** The Grantee shall be deemed to be the sole occupier of the Servient Tenement and shall arrange a public risk insurance policy to cover any liability arising from such occupancy.

**12.** The Grantee shall bear all costs (including the professional costs of any architect, solicitor or surveyor reasonably incurred) of the preparation, execution, stamping and registration of this grant of easement and of any survey or subdivisional or other plan required for registration in any office or Department of the Government in Queensland and all stamp duty and registration fees payable thereon.



**THE FIFTEENTH SCHEDULE HEREINBEFORE  
REFERRED TO**

**GRANT OF EASEMENT**

THIS DEED is made this                    day of                    198 between THE MINISTER FOR LANDS AND FORESTRY FOR THE STATE OF QUEENSLAND for and on behalf of THE CROWN IN RIGHT OF THE STATE OF QUEENSLAND (“the Grantor”) of the one part and BRISBANE CITY COUNCIL a body corporate duly constituted by and under the *City of Brisbane Act* 1924-1980 (hereinafter with its successors and assigns called “the Grantee”) of the other part.

WHEREAS an area of 97 square metres more or less described as Portion            in the County of Stanley, Parish of North Brisbane, City of Brisbane, was reserved and set apart as a Reserve (R.    ) for easement and right of way purposes by Order in Council of the                    day of 198 published in the Government Gazette of the                    day of 198 at page            and pursuant to the *Land Act* 1962-1981, (“the Reserve”)

AND WHEREAS under and pursuant to an agreement (“the said Agreement”) executed pursuant to the provisions of the *Anzac Square Development Project Act* 1982 (“the said Act”) certain erections and constructions for the purpose of a car park, shops, commercial and other premises and a civic square and park are being erected by the State Government Insurance Office (Queensland) on land owned by the said State Government Insurance Office (Queensland) and described as Lot 1 on Registered Plan 127671 being the whole of the land contained in Certificate of Title Volume            Folio            (“the Queen Street Land”) and in, upon, over, across, under and beneath other lands immediately adjoining being Reserves 14811 and 14812 and above, over, under and beneath Adelaide Street (some of which are in and upon the Reserve) and under and beneath Ann Street and over and above Isles Lane (which erections and constructions are known as “the Anzac Square Project”)

AND WHEREAS included in the Anzac Square Project under the provisions of the said Act is a pedestrian tunnel over through in upon and

THE FIFTEENTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

within that part of the Reserve described as Easement W a plan of which easement is hereto annexed and marked with the letter "A" ("the Servient Tenement") from the Anzac Square side of Adelaide Street under and below Adelaide Street to the Queen Street Land

AND WHEREAS the Servient Tenement lies in strata between levels and under Adelaide Street, as shown on the said plan

AND WHEREAS it is desirable that the Grantee be granted the easement herein set out to go pass and repass over along across in and through the Servient Tenement by means of a pedestrian way.

AND WHEREAS pursuant to the provisions of s. 282 of the *Land Act* 1962-1981, the Grantor is empowered to grant the said easement

AND WHEREAS it is intended that the said State Government Insurance Office (Queensland) or other the registered proprietor or proprietors, owner or owners, occupier or occupiers for the time being (hereafter, for convenience, referred to collectively as "the S.G.I.O.") of the Queen Street Land be also granted an easement to go, pass and repass over along across in and through the Servient Tenement by means of pedestrian way ("the S.G.I.O. easement")

NOW THIS DEED WITNESSES that in pursuance of the premises and in consideration of the sum of \$10.00 this day paid by the Grantee to the Grantor, the receipt of which sum is hereby acknowledged, the parties hereto do hereby mutually covenant and agree as follows:—

1. The Grantor hereby grants to the Grantee its officers, employees, agents, servants, invitees and licensees the full and free right and liberty for it and them forever to go pass and repass at all times hereafter by day or by night but on foot only and for all lawful purposes over along and upon the Servient Tenement or any part thereof in common with the Grantor and all other persons from time to time lawfully using or enjoying the Servient Tenement.

2. That the Grantee shall not affix anything to the interior of the said pedestrian tunnel whether signs, banners, advertisements, billboards or any



THE FIFTEENTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

other matter or thing of any kind or nature whatsoever without the written consent of the Minister for Lands and Forestry for the State of Queensland for the time being being acquired prior to the placement of such sign banner or other thing as aforesaid.

3. That the Grantee shall at all times keep the Servient Tenement and cause the same to be kept free from all obstructions except in connection with the normal user thereof and shall not cause or permit any hindrance or nuisance thereon.

4. That the Grantor shall pursuant to the powers granted to it under the S.G.I.O. easement, cause the S.G.I.O. at all times hereafter, at its own cost and expense to keep the said pedestrian tunnel in a good and safe repair, order and condition and shall cause the S.G.I.O. forthwith to repair any damage or remedy any defect thereto or therein.

5. That the Grantor shall pursuant to the powers granted to it under the S.G.I.O. easement, cause the S.G.I.O. at all times hereafter at its own cost and expense to keep the said pedestrian tunnel properly supported and stayed and neither the Grantor nor the Grantee shall in any way weaken, injure or destroy such pedestrian tunnel nor any part thereof nor cause nor permit not suffer such pedestrian tunnel to carry any greater weight or load than it can safely carry.

6. That the Grantor shall pursuant to the powers granted to it under the S.G.I.O. easement cause the S.G.I.O. at all times to keep and maintain the surface of the Servient Tenement in good reasonable and trafficable condition.

7. Should the said pedestrian tunnel or any part thereof at any time within 75 years from the date hereof be destroyed or damaged by any means whatsoever so as to render the said pedestrian tunnel unfit or unsafe for the purpose for which it was constructed the Grantor shall when reasonably required by the Grantee, pursuant to the powers granted to it under the S.G.I.O. easement, cause the S.G.I.O. at the cost and expense of the S.G.I.O. to repair, restore or rebuild the said pedestrian tunnel, such repair, restoration or rebuilding to be commenced within one year of such destruction or damage and to be carried out continuously thereafter.

THE FIFTEENTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

**8.** Should the pedestrian tunnel or any part thereof at any time after 75 years from the date hereof be destroyed or damaged by any means whatsoever so as to render the pedestrian tunnel unfit or unsafe for the purpose for which it was constructed or should the pedestrian tunnel for any other reason whatsoever become or be unfit or unsafe for the purpose for which it was constructed or should the Grantee at that time fail to observe, perform or comply with any of the covenants on the part of the Grantee herein contained then this easement may at any time thereafter upon notice by the Grantor to the Grantee be surrendered and without prejudice to any action or claim the Grantor may have against the Grantee and the Grantee hereby irrevocably appoints the Minister for Lands and Forestry for the State of Queensland for the time being its true and lawful attorney for the purpose of executing a surrender of this easement AND further that the determination of fitness or unfitness of the pedestrian tunnel for the purpose for which it was constructed shall be determined by the Minister for Lands and Forestry for the State of Queensland for the time being.

**9.** That any notice to be given to the Grantee hereunder shall be deemed to be sufficiently given if the same be in writing for and on behalf of the Grantor by the Minister for Lands and Forestry for the State of Queensland for the time being and be delivered personally to the Grantee or left or sent by prepaid post addressed to the Town Clerk or the City Solicitor, Brisbane City Council, Brisbane, or other the Grantee for the time being hereunder AND any notice to be given by the Grantee to the Grantor shall be deemed to be sufficiently given if the same be in writing for and on behalf of the Grantee by the Town Clerk of the Brisbane City Council or the City Solicitor or other authorised person and be delivered personally to the Grantor or sent by post addressed to the Minister for Lands and Forestry for the State of Queensland AND any notice given or sent by post pursuant to this clause shall be deemed to have been received at the time when the letter containing such notice would in the ordinary course of post be delivered.

**10.** The Grantor and the Grantee shall each bear their own professional costs of and incidental to the preparation, execution and registration of this Grant of Easement but all stamp duty and registration fees thereon shall be paid by the Grantee.

THE FIFTEENTH SCHEDULE HEREINBEFORE REFERRED TO  
(continued)

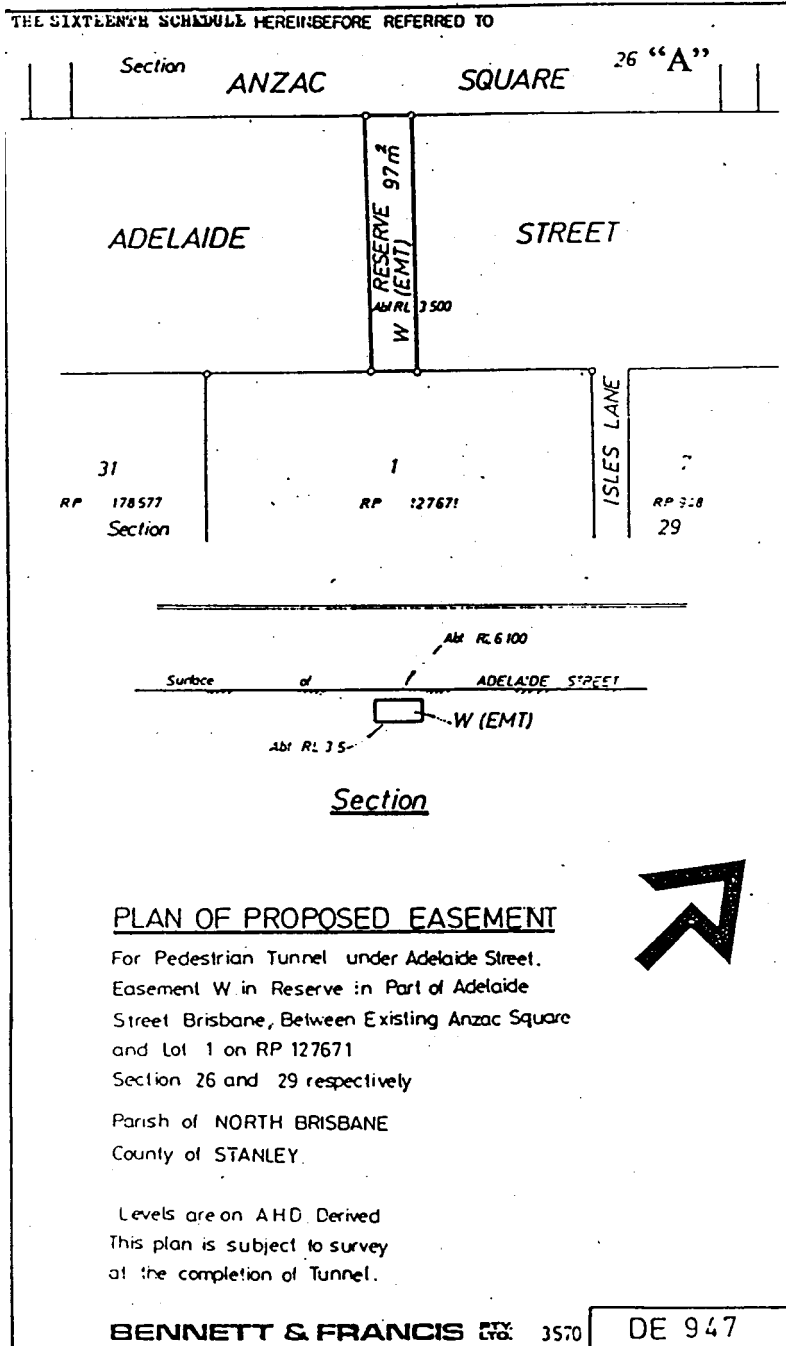
IN WITNESS WHEREOF the parties hereto have executed these presents  
on the day first hereinbefore written.

SIGNED SEALED AND DELIVERED by )  
WILLIAM HAMLIN GLASSON, Minister )  
for Lands and Forestry for the State of )  
Queensland for and on behalf of the Crown in )  
Right of the State of Queensland in the presence )  
of:— )

The Seal of BRISBANE CITY COUNCIL was )  
hereunto affixed this day of )  
198 , by me, Neil Macpherson, I being the )  
proper officer to affix such Seal, in the presence )  
of:— )

A Justice of the Peace

**THE SIXTEENTH SCHEDULE HEREINBEFORE REFERRED TO**



## ENDNOTES

### 1 Index to endnotes

		Page
2	Date to which amendments incorporated . . . . .	105
3	Key . . . . .	105
4	List of legislation . . . . .	106

### 2 Date to which amendments incorporated

This is the reprint date mentioned in the Reprints Act 1992, section 5(c). Future amendments of the Anzac Square Development Project Agreement may be made in accordance with this reprint under the Reprints Act 1992, section 49.

### 3 Key

#### Key to abbreviations in list of legislation and annotations

AIA	=	Acts Interpretation Act 1954	(prev)	=	previously
amd	=	amended	proc	=	proclamation
ch	=	chapter	prov	=	provision
def	=	definition	pt	=	part
div	=	division	pubd	=	published
exp	=	expires/expired	R[X]	=	Reprint No.[X]
gaz	=	gazette	RA	=	Reprints Act 1992
hdg	=	heading	reloc	=	relocated
ins	=	inserted	renum	=	renumbered
lap	=	lapsed	rep	=	repealed
notfd	=	notified	s	=	section
om	=	omitted	sch	=	schedule
o in c	=	order in council	sdiv	=	subdivision
p	=	page	SIA	=	Statutory Instruments Act 1992
para	=	paragraph	SL	=	subordinate legislation
prec	=	preceding	sub	=	substituted
pres	=	present	unnum	=	unnumbered
prev	=	previous			

## **4 List of legislation**

### **Anzac Square Development Project Agreement [1982] (Anzac Square Development Project Act 1982 No. 26 sch)**

date of assent of Act 5 May 1982

ss 1–2 of Act commenced on date of assent (see s 2(1))

remaining provisions commenced 29 June 1982 (proc pubd gaz 26 June 1982 p 2054)

Queensland



*Anzac Square Development Project Act 1982*

# **ANZAC SQUARE DEVELOPMENT PROJECT AMENDING AGREEMENT 1984**

**Amending agreement as made on 2 October 1984**

**Reprint No. 1**

This reprint is prepared by  
the Office of the Queensland Parliamentary Counsel  
Warning—This reprint is not an authorised copy

# **Information about this reprint**

This agreement is reprinted as at 4 April 1996.

Minor editorial changes allowed under the provisions of the Reprints Act 1992 have been made to use aspects of format and printing style consistent with current drafting practice (s 35).



Queensland



# ANZAC SQUARE DEVELOPMENT PROJECT AMENDING AGREEMENT 1984

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## **ANZAC SQUARE DEVELOPMENT PROJECT AMENDING AGREEMENT 1984**

[This is a reprint of an agreement amending the Anzac Square Development Project Agreement given the force of law as if it were an enactment of the Anzac Square Development Project Act 1982]

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_  
 One thousand nine hundred and eightyfour BETWEEN THE  
 HONOURABLE SIR JOHANNES BJELKE-PETERSEN in his capacity  
 as the Treasurer of the State of Queensland for and on behalf of the State of  
 Queensland (“the Minister”) of the first part, BRISBANE CITY  
 COUNCIL (“the Council”) a body corporate duly constituted by and under  
 the City of Brisbane Act 1924 as amended of the second part, WESTPAC  
 PROPERTIES LIMITED (formerly Wales Properties Limited) (“the  
 Bank”) a company incorporated in the State of New South Wales and  
 registered according to the laws of Queensland and having its registered  
 office in Queensland at 260 Queen Street, Brisbane of the third part AND  
 STATE GOVERNMENT INSURANCE OFFICE (QUEENSLAND)  
 (“the S.G.I.O.”) the corporation duly constituted by the State Government  
 Insurance Office (Queensland) Act 1960-1979 of the fourth part

### **WHEREAS:**

- (a) The Council and the Bank on the Thirtieth day of June, 1982 entered into an agreement (“the Agreement”) with the S.G.I.O. to provide for the carrying out of certain works (“the works”) for the development of the lands defined in the Agreement on the terms and conditions as set out in the Agreement.
- (b) The making of the Agreement was authorised by the Parliament of the State of Queensland expressed in the Anzac Square Development Project Act 1982 (“the Act”).
- (c) The name of the Bank has since been altered from WALES PROPERTIES LIMITED to WESTPAC PROPERTIES LIMITED.

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Agreement 1984*

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- (d) The Agreement may, in accordance with the provisions of Clause 4 of Part I thereof be varied pursuant to agreement between the Minister, the Council, the S.G.I.O. and the Bank with the approval of the Governor in Council.
- (e) In the carrying out of the works by the S.G.I.O. it has come to the notice of the parties hereto that there are a number of amendments required to be made to the draft plans which will also necessitate amendments to the draft forms of the Lease and the Easements as set out in certain Schedules to the Agreement.
- (f) Although the Act provides for minor alterations to be made to the draft plans there is no provision in either the Act or the Agreement for alterations to be made to the draft form of Lease or the draft forms of Easements and the parties are desirous of varying the Agreement to enable those lastmentioned alterations to be made.
- (g) Under the provisions of the Agreement the S.G.I.O. is required to retransfer the Council land (as defined in the Agreement) to the Council if the Lease of the Civic Square and Park is not executed and submitted by the S.G.I.O. to the Council in registrable form within six (6) months of practical completion of the Civic Square and Park and the S.G.I.O. has requested an extension of that period of time in which to submit to the Council the aforesaid lease and for the Agreement to be varied accordingly and the parties are agreeable to grant that request and to make the necessary variations to the Agreement.
- (h) Under the provisions of the Agreement, the S.G.I.O. is required to execute in favour of the Bank a certain Grant of Easement for light and air within thirty (30) days of practical completion of the Civic Square and Park and the S.G.I.O. has requested an extension of that period of time in which to execute the aforesaid Easement and for the Agreement to be varied accordingly and the parties are agreeable to grant that request and to make the necessary variation to the Agreement.
- (i) Pursuant to the terms of the Agreement the S.G.I.O. is bound on the expiration or earlier determination of the said Lease to transfer the Queen Street land (as defined in the Agreement) to the

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Council free from all encumbrances other than certain easements and leases granted pursuant to the Agreement and it has now become advisable to take steps to rectify a certain easement presently registered on the Certificate of Title to the Queen Street land and to make provision in respect thereof in the Agreement to which the parties are agreeable.

- (j) The parties now desire by the execution of this Agreement to formally record the necessary variations as aforesaid.

NOW THEREFORE IT IS HEREBY AGREED that the Agreement be varied as follows:-

A. By including after Clause 4 of Part I thereof a new Clause 5 to read as follows:-

“5.(1) Where in this Agreement it is provided that a Lease or Easement shall be executed in the form as set out in any Schedule hereto, it is competent to the parties to this Agreement to make (by mutual agreement) minor alterations to any such form provided that the concept embodied in the form so altered is not varied by reason of the alteration.

(2) Where an alteration of a form is made in accordance with this clause, the form as so altered shall be deemed to be substituted in place of the form actually appearing in the Agreement and set forth in the Schedule to the Act.”

B. By inserting after the word “Park” in Clause 8 of Part II thereof the following words:-

“and such other easements as may be granted by the S.G.I.O. with the consent of the Council endorsed thereon”.

C. By deleting the figure “6” in subclause (d) of Clause 16 of Part II and in subparagraph (g) of subclause (4) of Clause 1 of Part III thereof and substituting in each case the figure “12”.

D. By deleting the figures and word “30 days” in Clause 4 of Part III thereof and substituting the figure and word “7 months”.

E. By including after Clause 3 of Part IV thereof a new Clause 4 to read as follows:-

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“4. The form of Easement contained in the Fifth Schedule hereto or other Easement granted by S.G.I.O. to the Bank with the consent of the Council endorsed thereon in substitution for that Easement, together with the Plan of Easement relating thereto, and the form of Easement contained in the Sixth Schedule hereto, together with the Plan of Easement relating thereto, shall be lodged for registration in the Office of the Registrar of Titles at Brisbane in priority to the Lease a draft of which appears in the Second Schedule hereto.”

IN WITNESS WHEREOF the parties have executed these presents on the day and year first hereinbefore written.

SIGNED by THE HONOURABLE SIR           )  
JOHANNES BJELKE-PETERSEN in his       ) John Bjelke-Petersen  
capacity as Treasurer of the State of       )  
Queensland in the presence of:           )

A Justice of the Peace.

The Seal of BRISBANE CITY COUNCIL       )  
was hereunto affixed this Second day of       ) A T Philbrick  
October 1984 by me, Antony Thomas       ) Town Clerk  
Cameron Philbrick, I being the proper officer   )  
to affix such Seal, in the presence of:       )

A Justice of the Peace.

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EXECUTED by WESTPAC PROPERTIES )Westpac Properties Limited  
LIMITED by being SIGNED SEALED )By its duly authorised  
AND DELIVERED by WILLIAM )Attorney:  
ARTHUR PALMER its duly authorised )W A Palmer  
Attorney in the presence of: )

A Justice of the Peace.

The Common Seal of STATE )  
GOVERNMENT INSURANCE OFFICE )  
(QUEENSLAND) was hereto affixed by )  
SIDNEY MAURICE HALL the ACTING ) S M Hall  
DEPUTY General Manager of STATE )  
GOVERNMENT INSURANCE OFFICE )  
(QUEENSLAND) who also subscribed his )  
name hereto in the presence of:

A Justice of the Peace.

## ENDNOTES

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### 2 Date to which amendments incorporated

This is the reprint date mentioned in the Reprints Act 1992, section 5(c).

### 3 Key

#### Key to abbreviations in list of legislation and annotations

Agr	=	Agreement	prev	=	previous
AIA	=	Acts Interpretation Act 1954	(prev)	=	previously
amd	=	amended	proc	=	proclamation
ch	=	chapter	prov	=	provision
def	=	definition	pt	=	part
div	=	division	pubd	=	published
exp	=	expires/expired	R[X]	=	Reprint No.[X]
gaz	=	gazette	RA	=	Reprints Act 1992
hdg	=	heading	reloc	=	relocated
ins	=	inserted	renum	=	renumbered
lap	=	lapsed	rep	=	repealed
notfd	=	notified	s	=	section
om	=	omitted	sch	=	schedule
o in c	=	order in council	sdiv	=	subdivision
p	=	page	SIA	=	Statutory Instruments Act 1992
para	=	paragraph	SL	=	subordinate legislation
prec	=	preceding	sub	=	substituted
pres	=	present	unnum	=	unnumbered



## **4 List of legislation**

**Anzac Square Development Project Amending Agreement [1984]—“1984 Agr”**  
agr made 2 October 1984