

GENERAL REQUEST

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22/11/2023 15:42:30

Dealing Number

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Duty Imprint

Client No: 3 2 6 7 8 4 9 Duties Act 2001
 Transaction No: 5 2 2-2 2 0-0 3 5
 Duty Paid \$ 0.00 ☐ Exempt
 UTI \$
 Date: 10 / 11 / 23 Signed: [Signature]

1. Nature of request

REQUEST TO RECORD RESUMPTION

Lodger (Name, address, E-mail & phone number)

LOGAN CITY COUNCIL
 150 Wembley Road
 Logan Central Qld 4114
 Tel: (07) 3412 3412

Lodger Code

BE2859

Email: ProjectAcquisitions@logan.qld.gov.au

2. Lot on Plan Description

EASEMENT A ON SP335969

Title Reference

To issue from 50883921

3. Registered Proprietor/State Lessee

EJC RIVERBEND PTY LTD ACN 163 826 079

4. Interest

FEE SIMPLE

5. Applicant

LOGAN CITY COUNCIL
 PO BOX 3226
 LOGAN CENTRAL DC QLD 4114

6. Request

I hereby request that the resumption described in Item 2 is taken by Logan City Council as constructing authority for Sewerage Purposes as per attached gazette notice effective 13 October 2023, and vests in Logan City Council for an estate in fee simple.

7. Execution by applicant

LOGAN CITY COUNCIL by its duly
 authorised delegate – Jessica Steel
 Project Acquisition Team Leader

2 / 11 / 23
 Execution Date

[Signature]
 Applicant's or Solicitor's Signature

*Note: A Solicitor is required to print full name if signing on behalf of the Applicant

Acquisition of Land Act 1967

**TAKING OF EASEMENT NOTICE BY THE MINISTER
(No 07) 2023**

Short title

1. This notice may be cited as the *Taking of Easement Notice by the Minister (No 07) 2023*.

Easement taken [ss.6 and 9(7) of the Act]

2. The easements described in Schedule 2 are taken by Logan City Council for sewerage purposes and purposes incidental thereto and vests in Logan City Council on and from 13 October 2023.

Rights and obligations

3. That the rights and obligations conferred and imposed by each easement include the matters set out in Schedule 1.

SCHEDULE 1

The Council holds an easement for the purposes, powers, rights and liberties set out below.

1. RIGHTS AND LIBERTIES

1.1 Subject to the terms of this document the Council has the full, free and uninterrupted right and liberty at all times of the day and the night and from time to time at the Council's pleasure:

- (a) to enter upon and traverse the Burdened Land for any purpose whatsoever connected with the Council's Sewerage Powers and whether or not such entry or traversement is for the benefit or detriment of the Burdened Land and whether or not it is for the benefit of the Owner's Land or any neighbouring or other lands;
- (b) to carry out such works on the Burdened Land and do such things including, without limiting the generality of the foregoing, digging, sinking shafts, erecting scaffolding, opening and breaking up the soil both surface and subsurface, constructing manholes, placing and operating machinery and equipment, storing soil and gravel, laying Pipes, digging trenches and laying concrete on or within the Burdened Land as Council in its absolute discretion considers necessary or desirable for any purpose whatsoever connected with Council's Sewerage Powers and whether or not such works and things:
 - (i) are for the benefit or detriment of the Burdened Land; and
 - (ii) are for the benefit of the Owner's Land or any neighbouring or other lands; and
- (c) to effect the uninterrupted flow of Sewage and whether flowing continuously, intermittently or occasionally, above or beneath the surface of the Burdened Land and through or along the Pipes.

2. LIMITATION

2.1 The powers, rights and liberties contained in clause 1 shall in all respects be limited to:

- (a) the surveying, testing and excavating for the Drains or Pipes, the laying and constructing of the Drains or

permitted and upon such terms and conditions as Council or the Director imposes or stipulates in the event of such permission being granted.

- 4.2 Without limiting clause 4.1, the Owner must ensure that any works which are constructed on or in the Burdened Land pursuant to an approval given under the Planning Scheme do not obstruct, interfere with, damage or cause any change or alteration to any works constructed by Council within the Burdened Land.
- 4.3 For the purpose of gaining access to the Burdened Land, Council may demolish or break open any fencing on or adjacent to the Burdened Land, but where livestock are contained within the fenced area sufficient notice must be given to the Owner to enable the livestock to be secured.
- 4.4 Provided the Owner is not in breach of clause 4.1 and Council is not exercising its rights under clause 5, Council must either:
 - (a) reinstate all fences damaged by it in the exercise of any of its rights granted under this document; or
 - (b) in lieu of reinstating any such fence, install a gate the quality and materials of workmanship of which, except with the Owner's consent, must be not less than the quality and materials of workmanship of the existing fence. A gate so installed becomes the property of the Owner and thereafter must (subject to clause 4.4) be maintained by the Owner.

5. COUNCIL MAY REMEDY BREACH

- 5.1 If the Owner or any occupier of the Burdened Land or part of it breaches any part of clause 4, Council or Council's Agents may (without prejudice to any other remedy which Council might have) remedy such breach by:
 - (a) demolishing, removing or otherwise disposing of any Structure, paving, vegetation or thing whatsoever;
 - (b) performing any works or doing anything necessary for restoring, repairing or reinstating the Drains or Pipes and the Burdened Land (including re-grassing it) and reforming the natural or artificial features containing or assisting in containing the flow of water and other matter, as the case may be, above under or through the Burdened Land to their former state and condition;
 - (c) altering, grading, paving, preparing, grassing and fertilising or mowing the surface of the Burdened Land or placing, installing, establishing or constructing and keeping any earthworks and any other works whatsoever (whether of the class just mentioned or not) on or in the Burdened Land.
- 5.2 Should Council or Council's Agents exercise any of the rights, powers and remedies contained in clause 5.1, then the cost of exercising those rights, powers and remedies and the doing and performing of any works, making alterations, grading, paving, preparing, grassing, fertilising, mowing, demolishing, removing or disposing of any Structure, paving, vegetation or anything whatsoever shall be at the cost of the Owner of the Burdened Land.

- (a) any infrastructure which is installed pursuant to the Third Party Easement must be approved in writing by Council or the Director upon such terms and conditions as Council or the Director imposes or stipulates in the event of such permission being granted;
- (b) the rights and interests of the grantee under the Third Party Easement must not interfere with Council's rights and interests under this document; and
- (c) in the event of any inconsistency between this document and the Third Party Easement, this document prevails.

9. DEFINITIONS AND INTERPRETATION

9.1 Definitions

In this document unless the context or subject matter otherwise indicates or requires:

Burdened Land means the part of the Owner's Land subject to the Easement and includes the airspace above that land.

Council means Logan City Council and its successors, transferees and assigns.

Council's Agents includes the employees, agents, licensees, contractors, sub-contractors and professional consultants of Council.

Council's Sewerage Powers includes the sewerage powers given to Council by its Local Laws, the *Local Government Act 2009* (Qld), the Planning Act, the *Water Supply (Safety and Reliability) Act 2008* (Qld), the *South-East Queensland Water (Distribution and Retail Restructuring) Act 2009* (Qld) and the powers, rights and liberties conferred on Council by this document and any other relevant statute.

Director means the Director for the time being responsible for the delivery of Council's road and water infrastructure requirements.

Drain includes a drain (open or closed), Pipe, conduit or channel (including, if applicable any overland flow path) above or below ground level, with or without embankments, for the passage or conveyance of water or other matter and any manhole, manhole chamber, inlet, any equipment (whether mechanical or otherwise including water reservoirs) and any fittings or works in support of or in connection with it.

Easement means the easement over the Owner's Land in favour of Council, described on survey plan.

Owner means the registered owner of the Owner's Land and includes the respective transferees and assignees of the Owner and the registered owner or owners (and their and each of their respective successors, executors, administrators and assigns as the case may be) and the occupier or occupiers for the time being of the Burdened Land.

Owner's Land means the Lot burdened by the easement.

Pipe includes a pipe, Drain, conduit or channel above or below ground level for the passage or conveyance of water or other matter and any manholes, manhole chamber, surface box, inlet, valve, main, equipment

- (g) An inclusive definition, or an example or particularisation of a provision, does not limit but may extend that definition or provision.
- (h) Where a word or expression is defined, other parts of speech and grammatical forms of that word or expression have a corresponding definition.
- (i) If at any time a provision of this document is or becomes illegal, invalid or unenforceable in any respect, during that time the illegality, invalidity or unenforceability will not affect or impair the legality, validity or enforceability of any other provision of this document.

SCHEDULE 2

Beenleigh Office

Easements Taken

Easement A in Lot 3 on SP203522 on SP335967 (to be registered in the Titles Registry), area 8704 m², part of Title Reference 50702953.

079/0031867

Easement AF in Lot 104 on SP254145 on SP335970 (to be registered in the Titles Registry), area 2737 m², part of Title Reference 50930069.

079/0031868 (Part 1)

Easement A in Lot 800 on SP247625 on SP335969 (to be registered in the Titles Registry), area 1.987 ha, part of Title Reference 50883921.

079/0031868 (Part 2)

ENDNOTES

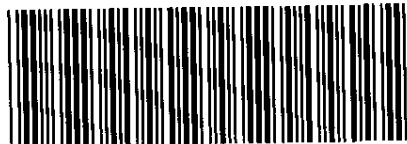
1. Made by the delegate of the Minister under Acquisition of Land (Ministerial) Delegation (No 1) 2021 on 5 September 2023.
2. Published in the Gazette on 13 October 2023.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Resources.

Gov. Gaz., 13 October 2023, No. 38 pages 301-303

Brisbane

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GENERAL REQUEST



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BE 601

\$120.50
19/05/2009 14:23

Duty Imprint

Client No.: 1050399 Duties Act 2001
 Transaction No.: 000-263-121
 Duty Paid \$...10,378.50... ☐ Exempt
 UTI \$.....
 Date: 15/5/09 Signed: *[Signature]*

16

1. Nature of request

REQUEST TO REGISTER A RESUMPTION OF EASEMENT

Lodger (Name, address & phone number)

THE COORDINATOR-GENERAL

PO Box 15009
 CITY EAST QLD 4002
 Attn: Ms Sarah Faulks
 Phone: (07) 3405 8555
 Acquisition@dip.qld.gov.au

Lodger
Code

373

2. Lot on Plan Description

County

Parish

Title Reference

Easement AE in Lot 310 on Crown Plan S311660 on SP 209571

Stanley

Maclean

10536250

3. Registered Proprietor/State Lessee

Anthony Charles Gittins

4. Interest

FEE SIMPLE

5. Applicant

THE COORDINATOR-GENERAL on behalf of Queensland Water Infrastructure Pty Ltd A.C.N 119 634 427
 PO Box 15009, City East QLD 4002, Attn: Land Acquisition Division

6. Request

I hereby request that: in accordance with the Gazette Resumption Notice dated 7 March 2008, Amending Gazette Resumption Notice dated 5 September 2008 deposited herewith, you register a resumption of easement for water storage/water infrastructure over the easement described in Item 2, in the name of Queensland Water Infrastructure Pty Ltd A.C.N 119 634 427

7. Execution by applicant

Colin Leslie Bunker

Department of Infrastructure and Planning

As delegate of The Coordinator-General under s 11 of the
 State Development and Public Works Organisation Act 1971

11/5/09
 Execution Date

Colin Bunker
 Applicant's or Solicitor's Signature

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

DEPARTMENT OF INFRASTRUCTURE AND PLANNING

Acquisition of Land Act 1967
State Development and Public Works Organisation Act 1971

A NOTICE

The Council recommends to Her Excellency the Governor that, the enclosed Taking of Land Notice, taking freehold land and easements for the Cedar Grove Weir and Northern Pipeline Inter-connector, be made.

(MINUTE ENDS)

State Development and Public Works Organisation Act 1971
Acquisition of Land Act 1967

TAKING OF LAND NOTICE (No. 1) 2008

Short title

1. This notice may be cited as the *Taking of Land Notice (No. 1) 2008*.

Land taken

2. The Land described in Schedule 1 is taken by The Coordinator-General pursuant to the *State Development and Public Works Organisation Act 1971* for the purpose of works to be undertaken for the Cedar Grove Weir, and vests as freehold in Queensland Water Infrastructure Pty Ltd ACN 119 634 427 on and from 6 March 2008.

Easements taken

3. The Easements described in Schedule 2 are taken by The Coordinator-General pursuant to the *State Development and Public Works Organisation Act 1971* for the purpose of works to be undertaken for the Cedar Grove Weir, and vest in Queensland Water Infrastructure Pty Ltd ACN 119 634 427 on and from 6 March 2008.
4. The Easements described in Schedule 3 are taken by The Coordinator-General pursuant to the *State Development and Public Works Organisation Act 1971* for the purpose of works to be undertaken for the Northern Pipeline Inter-connector, and vest in The Coordinator-General on and from 6 March 2008.

Rights and obligations

5. That the rights and obligations conferred and imposed by the Easements in Schedule 2 includes the matters set out in Schedule 4.
6. That the rights and obligations conferred and imposed by the Easement in Schedule 3 includes the matters set out in Schedule 5.

SCHEDULE 1

Land Taken

~~An area of about 94 580 square metres being the whole of Lot 200 on Registered Plan 200030 contained in Title Reference 16963141 and shown on Plan RP200030 dated 16/10/1986 held in the office of the Registrar of Titles.~~

(SCHEDULE ENDS).

SCHEDULE 2

Easement Taken

~~An area of about 19 575 square metres being part of Lot 66 on Crown Plan W3123 contained in Title Reference 14604022 and shown on Plan 13075-6-1 dated 8/10/2007 held in the office of The Coordinator-General.~~

An area of about 10 606 square metres being part of Lot 141 on CP S312748 contained in Title Reference 14604023 and shown on Plan 13075-6-1 dated 8/10/2007 held in the office of The Coordinator-General.

An area of about 4 128 square metres being part of 1 on Registered Plan 25779 contained in Title Reference 14604022 and shown on Plan 13075-6-1 dated 8/10/2007 held in the office of The Coordinator-General.

~~An area of about 19 464 square metres being part of Lot 146 on Crown Plan SL11068 contained in Title Reference 16086188 and shown on Plan 13075-6-17 dated 31/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 4 128 square metres being part of Lot 2 on Registered Plan 25779 contained in Title Reference 14604022 and shown on Plan 13075-6-1 dated 8/10/2007 held in the office of The Coordinator-General.~~

An area of about 6 246 square metres being part of Lot 310 on Crown Plan S311660 contained in Title Reference 10536250 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General.

~~An area of about 17 699 square metres being part of Lot 3 on Registered Plan 25779 contained in Title Reference 11511078 and shown on Plan 13075-6-8 dated 16/10/2007 held in the office of The Coordinator-General.~~

An area of about 17 524 square metres being part of Lot 306 on Crown Plan S311476 contained in Title Reference 10482161 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General.

An area of about 10 727 square metres being part of Lot 153 on Crown Plan SL11068 contained in Title Reference 11569193 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General.

An area of about 28 936 square metres being part of Lot 4 on Registered Plan 25779 contained in Title Reference 11511078 and shown on Plan 13075-6-8 dated 16/10/2007 held in the office of The Coordinator-General.

An area of about 69 181 square metres being part of Lot 156 on Crown Plan SL11068 contained in Title Reference 10252222 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General.

An area of about 4 670 square metres being part of Lot 5 on Registered Plan 25779 contained in Title Reference 11320101 and shown on Plan 13075-6-8 dated 16/10/2007 held in the office of The Coordinator-General.

An area of about 5 398 square metres being part of Lot 157 on Crown Plan SL11068 contained in Title Reference 10252222 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General.

An area of about 16 498 square metres being part of Lot 299 on Crown Plan S311316 contained in Title Reference 10556033 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General.

An area of about 5 584 square metres being part of Lot 168 on Crown Plan SL11068 contained in Title Reference 10556032 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General.

An area of about 5 497 square metres being part of Lot 169 on Crown Plan SL11068 contained in Title Reference 13829085 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General.

An area of about 27 898 square metres being part of Lot 23 on Survey Plan 142997 contained in Title Reference 50378293 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General.

An area of about 11 259 square metres being part of Lot 25 on Survey Plan 142997 contained in Title Reference 50378295 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General.

An area of about 4 590 square metres being part of Lot 7 on Crown Plan S31536 contained in Title Reference 11874020 and shown on Plan 13075-6-4 dated 30/10/2007 held in the office of The Coordinator-General.

An area of about 5 315 square metres being part of Lot 6 on Crown Plan S31536 contained in Title Reference 11874019 and shown on Plan 13075-6-4 dated 30/10/2007 held in the office of The Coordinator-General.

~~An area of about 6 856 square metres being part of Lot 12 on Crown Plan S31468 contained in Title Reference 11504081 and shown on Plan 13075-6-4 dated 30/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 19 813 square metres being part of Lot 16 on Crown Plan W3120 contained in Title Reference 15384223 and shown on Plan 13075-6-8 dated 16/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 11 036 square metres being part of Lot 17 on Crown Plan W3120 contained in Title Reference 15384223 and shown on Plan 13075-6-8 dated 16/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 9 191 square metres being part of Lot 18 on Crown Plan W3120 contained in Title Reference 15384223 and shown on Plan 13075-6-8 dated 16/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 3 139 square metres being part of Lot 1 on Registered Plan 193780 contained in Title Reference 16562162 and shown on Plan 13075-6-16 dated 25/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 2 015 square metres being part of Lot 2 on Registered Plan 193780 contained in Title Reference 16562163 and shown on Plan 13075-6-16 dated 25/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 5 300 square metres being part of Lot 2 on Registered Plan 85989 contained in Title Reference 12986098 and shown on Plan 13075-6-7 dated 8/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 22 602 square metres being part of Lot 10 on Registered Plan 25779 contained in Title Reference 12497214 and shown on Plan 13075-6-7 dated 8/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 28 800 square metres being part of Lot 11 on Registered Plan 25779 contained in Title Reference 11381117 and shown on Plan 13075-6-7 dated 8/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 12 646 square metres being part of Lot 12 on Registered Plan 25779 contained in Title Reference 16043205 and shown on Plan 13075-6-7 dated 8/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 6 904 square metres being part of Lot 13 on Registered Plan 25779 contained in Title Reference 11556203 and shown on Plan 13075-6-9 dated 8/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 5 692 square metres being part of Lot 14 on Registered Plan 850622 contained in Title Reference 18416054 and shown on Plan 13075-6-10 dated 8/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 4 630 square metres being part of Lot 55 on Crown Plan W3123 contained in Title Reference 11948145 and shown on Plan 13075-6-11 dated 17/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 11 292 square metres being part of Lot 54 on Crown Plan W3123 contained in Title Reference 50035028 and shown on Plan 13075-6-11 dated 17/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 11 246 square metres being part of Lot 53 on Crown Plan W3123 contained in Title Reference 50035029 and shown on Plan 13075-6-11 dated 17/10/2007 held in the office of The Coordinator-General.~~

(SCHEDULE ENDS).

SCHEDULE 3

Easement Taken

~~An area of about 3 000 square metres being part of Lot 31 on Registered Plan 126959 contained in Title Reference 14581105 and shown on Plan NPI001-L-MAP-11225-1 dated 3/9/2007 held in the office of The Coordinator-General.~~

~~An area of about 7 800 square metres being part of Lot 25 on Survey Plan 100435 contained in Title Reference 50190126 and shown on Plan NPI001-L-MAP-112102-1 dated 31/8/2007 held in the office of The Coordinator-General.~~

~~An area of about 1 500 square metres being part of Lot 4 on Registered Plan 145519 contained in Title Reference 15311113 and shown on Plan NPI001-L-MAP-11734 dated 29/8/2007 held in the office of The Coordinator-General.~~

~~An area of about 1 900 square metres being part of Lot 5 on Registered Plan 145519 contained in Title Reference 15311114 and shown on Plan NPI001-L-MAP-11735 dated 29/8/2007 held in the office of The Coordinator-General.~~

~~An area of about 14 600 square metres being part of Lot 3 on Registered Plan 189548 contained in Title Reference 16625004 and shown on Plan NPI001-L-MAP-11736 dated 29/8/2007 held in the office of The Coordinator-General.~~

~~An area of about 10 800 square metres being part of Lot 2 on Registered Plan 189548 contained in Title Reference 16625003 and shown on Plan NPI001-L-MAP-11737 dated 29/8/2007 held in the office of The Coordinator-General.~~

~~An area of about 1 000 square metres being part of Lot 1 on Registered Plan 230643 contained in Title Reference 17483053 and shown on Plan NPI001-L-MAP-11738 dated 15/11/2007 held in the office of The Coordinator-General.~~

~~An area of about 1 300 square metres being part of Lot 16 on Registered Plan 847696 contained in Title Reference 18527197 and shown on Plan NPI001-L-MAP-11739 dated 26/9/2007 held in the office of The Coordinator-General.~~

~~An area of about 380 square metres being part of Lot 2 on Registered Plan 189426 contained in Title Reference 16522030 and shown on Plan NPI001-L-MAP-11803a dated 30/8/2007 held in the office of The Coordinator-General.~~

~~An area of about 330 square metres being part of Lot 4 on Registered Plan 881346 contained in Title Reference 50040370 and shown on Plan NPI001-L-MAP-11804 dated 30/8/2007 held in the office of The Coordinator-General.~~

~~An area of about 100 square metres being part of Lot 42 on Registered Plan 199901 contained in Title Reference 50664927 and shown on Plan NPI001-L-MAP-11224-1 dated 26/9/2007 held in the office of The Coordinator-General.~~

~~An area of about 1 200 square metres being part of Lot 2 on Survey Plan 162170 contained in Title Reference 50479708 and shown on Plan NPI001-L-MAP-11229 dated 30/8/2007 held in the office of The Coordinator-General.~~

~~An area of about 3 400 square metres being part of Lot 7 on Registered Plan 94509 contained in Title Reference 13526131 and shown on Plan NPI001-L-MAP-11231-1 dated 26/9/2007 held in the office of The Coordinator-General.~~

~~An area of about 90 square metres being part of Lot 201 on Survey Plan 156678 contained in Title Reference 50474654 and shown on Plan NPI001-L-MAP-11652 dated 30/8/2007 held in the office of The Coordinator-General.~~

~~An area of about 16 900 square metres being part of Lot 21 on Survey Plan 111155 contained in Title Reference 50215401 and shown on Plan NPI001-L-MAP-11716-1 dated 31/8/2007 held in the office of The Coordinator-General.~~

~~An area of about 1 340 square metres being part of Lot 3 on Registered Plan 189426 contained in Title Reference 16522031 and shown on Plan NPI001-L-MAP-11804a-1 dated 26/9/2007 held in the office of The Coordinator-General.~~

~~An area of about 17 750 square metres being part of Lot 24 on Registered Plan 126491 contained in Title Reference 50364434 and shown on Plan NPI001-L-MAP-11805 dated 26/9/2007 held in the office of The Coordinator-General.~~

(SCHEDULE ENDS)

SCHEDULE 4

*State Development and Public Works Organisation Act 1971
Rights and Obligations Under Easement*

**Section 125 and 125A Easement
Cedar Grove Weir**

1. Definition

In this Schedule:

"Authorisation" means any consent, authorisation, registration, certificate, permission, licence, approval, authority or exemption from or by a Government Agency.

"Coordinator-General" means The Coordinator-General, the corporation sole constituted under the *State Development and Public Works Organisation Act 1971* and where the context permits, the servants, agents, contractors, subcontractors and licensees of the Coordinator-General.

"Easement" means this easement taken over the Easement Land.

"Easement Holder" means the Coordinator-General or if this Easement is transferred to another entity, the entity to which the Easement is transferred and where the context permits, the servants, agents, contractors, subcontractors and licensees of the Easement Holder.

"Easement Land" means the land over which the Easement is taken.

"Fencing and/or Related Work" means fencing, gates or other related, associated or incidental works.

"Government Agency" means a government or a governmental, semi-governmental or judicial entity or authority and includes a self regulatory organisation established under statute or a stock exchange.

"Infrastructure" means infrastructure required for and/or incidental to the Water Infrastructure and for the purposes of the Water Infrastructure includes without limitation:

- (a) infrastructure of any kind required by the Easement Holder for the exercise by the Easement Holder of the Easement Holder's rights under this Easement;
- (b) any plant, equipment, fixtures or fittings, attachments or improvements of any kind forming part of or relating to the infrastructure and including without limitation pipes, conduits, channels, drains, manholes, stopcocks, pumps, meters and pressure control devices.

"Landowner" means the registered owner of the Easement Land, from time to time.

"Law" means any statute, regulation, order, rule, subordinate legislation or other document enforceable under any statute, regulation, rule or subordinate legislation.

"Operation" means existence, operation, construction, alteration, maintenance, repair, renewal or replacement.

"Other Land" means land other than the Easement Land over which the Easement Holder has an easement or other right. Other Land does not include the Landowner's land comprising land not subject to an easement.

"State" means the State of Queensland.

"Structure" means improvement, building, structure, pipeline, pump and pump housing, service road, driveway, concrete or paving of any kind.

"Water Infrastructure" means the infrastructure and water comprising the Cedar Grove Weir as defined in section 83 of the *Water Regulation 2002* and includes all Infrastructure.

2. Interpretation

In this Schedule:

headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;

"person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

a reference to a party includes that party's executors, administrators, successors and permitted transferee and, in the case of a trustee, includes a substituted or an additional trustee;

a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

"includes" in any form is not a word of limitation.

3. Rights of Easement Holder

- (a) The Easement Holder may use the Easement Land for water storage including overland flow and inundation of the Easement Land which results from the Operation of the Water Infrastructure.
- (b) The Easement Holder may carry on and carry out, construct, alter, maintain, repair, renew or replace and/or place and keep on the Easement Land the following works:
 - (i) Water Infrastructure (whether on the Easement Land or Other Land);
 - (ii) subject to clause 6, Fencing and/or Related Work (whether on the Easement Land or Other Land);

which the Easement Holder deems necessary for:

- (iii) the proper Operation of the Water Infrastructure (whether or not such Water Infrastructure is on the Easement Land);
- (iv) the maintenance or enhancement of the quality of water stored or to be stored in the Water Infrastructure including water stored or to be stored on the Easement Land;
- (v) erosion prevention or minimisation or repair of erosion which has occurred (whether or not such erosion relates to the Easement Land or Other Land);
- (vi) prevention or amelioration of the impacts of inundation of land by water or to repair the impacts of inundation (whether or not such impacts of inundation relates to the Easement Land or Other Land); or
- (vii) protection of humans or animals or livestock.

If the Easement Holder exercises rights under this clause 3(b) then the Easement Holder must, so far as practicable having regard to the works done, placed or kept on the Easement Land, reinstate the Easement Land to the condition it was in prior to the exercise of rights by the Easement Holder under this clause 3(b).

- (c) The Easement Holder may from time to time and at all times (with or without vehicles, equipment, materials and Infrastructure) enter, exit, pass and re-pass on, over or through the Easement Land and use the Easement Land for the purpose of exercising all rights of the Easement Holder under this Easement including for the following purposes which form rights of the Easement Holder:
 - (i) to survey, study, inspect and test the Easement Land;
 - (ii) to assess compliance by the Landowner with this Easement;

- (iii) to clean and maintain, remove waste, contaminated soil, litter and other accumulations from the Easement Land where the same may adversely affect the Operation of the Water Infrastructure or the quality of water stored or to be stored in the Water Infrastructure or on the Easement Land;
 - (iv) to remove, from the Easement Land, any Structures which the Easement Holder assesses will adversely affect the Operation of the Water Infrastructure or the quality of water stored or to be stored in the Water Infrastructure or on the Easement Land;
 - (v) to plant and maintain trees and vegetation reasonably necessary for the prevention or minimisation of erosion or other impacts of inundation or as required by any Authorisation relevant to the Operation of the Water Infrastructure;
 - (vi) to access the adjacent water course or Other Land and any Water Infrastructure of the Easement Holder in the water course or on Other Land;
 - (vii) to undertake mowing, slashing and vegetation (including without limitation timber, trees and crops) control or removal;
 - (viii) to break open the soil of the Easement Land (both on the surface and subsurface);
 - (ix) to pull down, remove or break open any fencing or Structure on, in or through the Easement Land (where the Easement Holder considers such action is necessary or desirable for the Easement Holder to exercise its rights under this Easement);
 - (x) to take anything on to or away from the Easement Land as is deemed necessary or desirable by the Easement Holder to exercise its rights under this Easement; and
 - (xi) to do on the Easement Land anything which the Easement Holder considers necessary or desirable for, or incidental to, exercising the Easement Holder's rights under this Easement, including, but without limitation:
 - A. stockpiling Infrastructure or items required by the Easement Holder; and
 - B. stockpiling soil dug up on or under the Easement Land or on or under Other Land.
 - (d) If the Landowner breaches the provisions of this Easement, the Easement Holder or any person employed, engaged or authorised in writing by the Easement Holder may do anything that is reasonably necessary to correct the breach (e.g. removing a Structure erected on the Easement Land in breach of the Easement).
- 4. Obligations of Landowner**
- (a) The Landowner must not without the prior written consent of the Easement Holder:
 - (i) carry out noxious and other weed control on the Easement Land unless it is carried out in accordance with manufacturer's instructions for use, applicable licence conditions and all Law;
 - (ii) kill or remove native vegetation on the Easement Land or ringbark, cut or remove any other timber, trees or vegetation (other than to create fire breaks or to carry out noxious and other weed control permitted by this Easement);
 - (iii) erect fences, electric wires and/or gates on the Easement Land (unless these are required for boundary structures or stock access or management) and once erected the Landowner must maintain such fences, electric wires and/or gates (and any fence or gate on the Easement Land as a consequence of the operation of clause 10) in working order and operate it in accordance with conditions of consent notified to the Landholder by the Easement Holder from time to time;
 - (b) The Landowner must:
 - (i) exercise reasonable care to ensure that Water Infrastructure on the Easement Land is not damaged; and
 - (ii) allow the Easement Holder and all persons employed, engaged or authorised in writing by the Easement Holder to exercise the rights afforded to the Easement Holder under this Easement and if in the exercise of those rights any such persons need to pull down, remove or break open any Structure or fencing or gate then the Easement Holder and all persons employed, engaged or authorised in writing may effect such works causing as little damage as practicable in all the circumstances.
- (iv) construct, alter or add to Structures (except fencing, electric wires or gates complying with clause 4(a)(iii)) on the Easement Land;
 - (v) store chemicals or fertiliser on the Easement Land;
 - (vi) pump or take water from the Easement Land unless the pumping or taking of water is carried out pursuant to an Authorisation or is permitted by Law and then only in accordance with sound industry practice;
 - (vii) cause disturbance of the Easement Land by quarrying, mining, excavating or taking sand or other materials from the Easement Land;
 - (viii) permit trail biking or access by vehicles on the Easement Land for a recreational pursuit;
 - (ix) set baits for feral animal control on the Easement Land;
 - (x) dump rubbish or allow the accumulation of rubbish on the Easement Land;
 - (xi) treat stock including dipping of stock and the open spraying of stock on the Easement Land;
 - (xii) burn off vegetation on the Easement Land other than in accordance with an Authorisation or as permitted by Law;
 - (xiii) carry out any industrial activity on the Easement Land;
 - (xiv) operate intensive animal husbandry on the Easement Land;
 - (xv) carry out any other use on the Easement Land as determined by the Easement Holder and notified in writing to the Landowner to be inconsistent with the safe and efficient Operation of the Water Infrastructure and/or the maintenance of quality of water stored or to be stored on the Easement Land or in the Water Infrastructure;
 - (xvi) alter the ground level of the Easement Land from that existing as at the date this Easement is taken or change its topography;
 - (xvii) interfere with, damage or place at risk the Water Infrastructure on the Easement Land or interfere with anything that the Easement Holder stores or places or keeps on the Easement Land in accordance with this Easement;
 - (xviii) do anything that adversely affects the Easement Holder's exercise of rights under this Easement or any Infrastructure on the Easement Land;
 - (xix) interfere with or obstruct the Easement Holder, or any person employed, engaged or authorised in writing by the Easement Holder, in the exercise of rights under this Easement; and
 - (xx) grant any rights to any person in relation to the Easement Land to the extent the granting of those other rights will conflict with or interfere with or adversely affect the exercise of any of the Easement Holder's rights under this Easement.

5. Landowner's Rights

Subject to the terms of this Easement, the Landowner may, on the Easement Land, in accordance with all Authorisations, Law and sound industry practice:

- (a) subject to clause 6, graze stock on a free range or call basis at low stocking density levels providing the Landowner:
 - (i) restricts stock access to water on the Easement Land or the Water Infrastructure to low stocking density levels;
 - (ii) restricts stock access to eroded areas by fencing stock off from eroded areas to allow successful revegetation;
- (b) manage and improve pasture;
- (c) carry out fertilising in accordance with manufacturer's instructions for use, applicable licence conditions and all Law;
- (d) carry out animal health treatment not otherwise contrary to the terms of this Easement; and
- (e) carry out any other use with the prior written consent of the Easement Holder which shall not be unreasonably withheld where the Landowner reasonably satisfies the Easement Holder that any other use is not likely to cause or contribute to:
 - (i) any adverse impact on the quality of water stored or to be stored in the Water Infrastructure or on the Easement Land;
 - (ii) damage to the Water Infrastructure or other property of the Easement Holder or other persons;
 - (iii) risk to public health or the environment; or
 - (iv) erosion where the erosion is likely to release sediment to water stored or to be stored in the Water Infrastructure or on the Easement Land.

6. Fencing and/or Related Work and Stock Grazing

For so long as the Landowner wishes to exercise the right under clause 5(a) to graze stock on the Easement Land as permitted by clause 5(a), the Easement Holder's right under clause 3(b)(ii) (to carry on and carry out, construct, alter, maintain, repair, renew or replace and/or place and keep on the Easement Land, Fencing and/or Related Work as permitted by clause 3(b)(ii)) must be exercised by the Easement Holder on the basis that either:

- (a) the Fencing and/or Related Work is not placed or kept on the Easement Land in such a manner as will totally prevent the stock accessing water on the Easement Land or in the Water Infrastructure; or
- (b) should the Fencing and/or Related Work be placed or kept on the Easement Land in such a manner as will totally prevent the stock accessing water on the Easement Land or in the Water Infrastructure, then for so long as the Fencing and/or Related Work placed or kept on the Easement Land has that effect, the Easement Holder must provide to the Landowner a water facility on the Easement Land (in a location selected by the Easement Holder) of sufficient size and capacity as will allow water storage sufficient to support drinking water for stock permitted to graze on the Easement Land in accordance with clause 5(a).

7. Indemnity

The Easement Holder indemnifies the Landowner against all actions, suits, proceedings, demands, claims, losses, damages, costs and expenses, excluding any indirect or consequential loss ("Claims") arising from:

- (a) any breach by the Easement Holder of the terms of the Easement; and
- (b) any act or omission of the Easement Holder in the exercise of its rights under the Easement;

except to the extent that any Claims are:

- (c) caused; or
 - (d) contributed to (but only to the extent of that contribution);
- by the act or omission of the Landowner or its officers, agents, contractors, subcontractors, tenants or licensees or by act of God, flood, storm or tempest.

8. Other persons for whom Landowner is responsible

The Landowner is responsible to do all reasonable acts and things in an effort to ensure that persons on the Easement Land or neighbouring land owned by the Landowner do not do or omit to do anything that will cause the Landowner to be in breach of this Easement.

9. Ownership of Infrastructure

The Easement Holder is the owner of the Water Infrastructure on the Easement Land, where that Infrastructure is constructed by or on behalf of or with the authority of the Easement Holder.

10. Fences

If the Easement Holder or a person employed, engaged or authorised in writing by the Easement Holder pulls down, removes or breaks open any fence or gate on the Easement Land (which the Easement Holder is authorised to do), the Easement Holder may (in its absolute discretion) either:

- (a) repair or reinstate the fencing or gate it has pulled down, removed or broken open; or
- (b) install a gate in place of that fencing (in whole or part);

to at least a standard reasonably equivalent to that of the fencing or gate before it was pulled down, removed or broken open.

The Easement Holder need do neither of (a) or (b) where the fence or gate pulled down, removed or broken existed contrary to the terms of this Easement.

11. Stamping and registering of Easement

The Easement Holder will pay all stamp duty and registration fees on this Easement.

12. Governing law

The laws of Queensland govern this document.

13. Severability

If a provision of this Easement is illegal or unenforceable it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this Easement.

14. GST

(a) Interpretation

- (i) Except where the context suggests otherwise, terms used in this clause have the meanings given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999* (as amended from time to time).
- (ii) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause.
- (iii) Any reference in this clause to GST payable by an entity includes any GST payable by the representative member of any GST group of which that entity is a member. Any reference in this clause to input tax credits to which an entity is entitled will include input tax credits to which the representative member of any GST group of which that entity is a member is entitled.

(b) Reimbursements and similar payments

Any payment or reimbursement required to be made under this Easement for a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

(c) GST payable

If GST is payable in relation to a supply made under or in connection with this Easement then:

- (i) any party ("**Recipient**") that is required to provide consideration to another party ("**Supplier**") for that supply must pay an additional amount to the Supplier equal to the amount of GST payable on the supply;
- (ii) the additional amount is payable at the same time as any of the consideration is to be first provided for the supply or, if later, after the Supplier provides a valid tax invoice to the Recipient.

(d) Variation

If the GST payable in relation to a supply made under or in connection with this Easement varies from the additional amount paid by the Recipient under clause 14(c) in relation to that supply then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this paragraph is deemed to be a payment, credit or refund of the additional amount payable under clause 14(c).

(SCHEDULE ENDS).

SCHEDULE 5

State Development and Public Works Organisation Act 1971
Rights and Obligations Under Easement

1 INTERPRETATION

1.1 In this Schedule:

"**Burdened Land**" means the land over which the Easement is taken.

"**Coordinator-General**" means The Coordinator-General, the corporation sole constituted under the *State Development and Public Works Organisation Act 1971* and where the context permits, the servants, agents, contractors, subcontractors and licensees of the Coordinator-General and other persons authorised by the Coordinator-General to exercise the Coordinator-General's rights under the Easement, and, where applicable, means the assignee or transferee of the Coordinator-General.

"**Easement**" means the easement proposed to be taken by the Coordinator-General pursuant to the Notice of Intention to Resume including but not limited to the terms and conditions contained in this Schedule.

"**Easement Area**" means that portion of the Burdened Land over which the Easement is to be obtained (and which is substantially identified in Schedule 3 of the Notice of Intention to Resume).

"**Infrastructure**" means infrastructure of any kind required for and/or incidental to the Project and without limitation includes infrastructure relating to the transportation, movement, transmission or flow of anything, including, for example, goods, material, substances, matter, particles with or without charge, light, energy, information and anything generated or produced.

"**Landowner**" means the person who is a registered owner of the Burdened Land from time to time.

"**Project**" means the Northern Pipeline Inter-connector as referred to in the *Water Regulation 2002*.

1.2 If the Landowner or the party having the benefit of the Easement consists of two or more persons at any time:

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

~~1.3 A reference in the Easement to a person includes a reference to a body corporate (including a local government) and every other kind of legal person.~~

~~1.4 The Easement is intended to burden the land described in Schedule 1 and in accordance with the *State Development and Public Works Organisation Act 1971* and the process set out in section 6(2) of the *Acquisition of Land Act 1967*. The Coordinator-General is a public utility provider under the *Land Title Act 1994* and the *Land Act 1994*. The Easement may be registered as a public utility easement.~~

2 RIGHTS AND OBLIGATIONS OF COORDINATOR-GENERAL

2.1 The Coordinator-General may:

- (a) install, repair, maintain, remove, replace, clean, clear, add to and alter any Infrastructure on, in or through the Easement Area from time to time;
- (b) inspect or survey the Easement Area, or any Infrastructure on it, from time to time;
- (c) undertake mowing, slashing and vegetation (including without limitation timber, trees and crops) control or removal in relation to the Easement Area from time to time;
- (d) break open the soil of the Easement Area (both on the surface and subsurface) for the purpose of doing or getting ready to do any of the other things that the Coordinator-General can do under the Easement;
- (e) enter, exit and traverse by whatever means, and remain on (for so long as is necessary) the Easement Area for the purpose of doing or getting ready to do any of the things the Coordinator-General can do under the Easement;
- (f) pull down or break open any fencing on the Easement Area in order to enter or exit it (but only after, except in the case of an emergency, giving reasonable prior notice to the Landowner if any livestock are contained within the fenced area);
- (g) take anything onto the Easement Area and use and operate what has been taken onto the Easement Area; and
- (h) do on the Easement Area anything which in the Coordinator-General's opinion is necessary or convenient for, or incidental to, exercising the Coordinator-General's rights under the Easement, including, as examples but without limitation:
 - (1) stockpiling Infrastructure or items required for or relating to the installation, repair, maintenance, removal, replacement, cleaning, clearing, addition or alteration of Infrastructure;
 - (2) stockpiling soil dug up on or from under the Easement Area; and
 - (3) temporarily restricting access to the Easement Area or parts of it, by whatever means the Coordinator-General thinks fit including fencing off the Easement Area or parts of it, and doing other things to provide for the security of Infrastructure or persons or livestock, items referred to in subparagraph (1) or soil referred to in subparagraph (2).

~~2.2 The Coordinator-General shall have the right to authorise, permit or license other parties to use the Easement Area for all or any of the purposes as the Coordinator-General may do so under the Easement, and otherwise to exercise the same rights and powers as the Coordinator-General under the Easement subject to all the conditions and restrictions upon such rights as are set out in the Easement.~~

~~2.3 In exercising rights and powers under the Easement, the Coordinator-General and/or persons authorised, permitted or licensed from time to time by the Coordinator-General to use the Easement Area for the purposes of the Easement must:~~

- (a) ~~ensure that any work done on the Easement Area is done properly;~~

(b) ~~cause as little inconvenience as is reasonably practicable to the Landowner;~~

(c) ~~restore the Easement Area as nearly as is reasonably practicable to its former condition if the Easement Area is damaged or changed by the work done on the Easement Area; and~~

(d) ~~comply with all applicable laws regarding occupational, health and safety in the undertaking of any work done on the Easement Area.~~

2.4 ~~If the Landowner breaches the Easement, the Coordinator-General may do anything that is reasonably necessary to correct the breach (such as removing a structure erected on the Easement Area in breach of the Easement). Any action in rectifying such breach shall be taken without the Coordinator-General incurring any liability to the Landowner.~~

3 RIGHTS AND OBLIGATIONS OF LANDOWNER

3.1 The Landowner must:

(a) ~~not erect or permit to be erected any improvement, building, structure, pipeline, services, road, fence, driveway or paving on or through the Easement Area without the prior written consent of the Coordinator-General;~~

(b) ~~maintain and repair, and not change, any existing improvement, building, structure, pipeline, services, road, fence, driveway or paving on or through the Easement Area (other than the Infrastructure);~~

(c) ~~not alter the ground level of the Easement Area or change its topography or do anything to cause inundation of the Easement Area by water without the prior written consent of the Coordinator-General;~~

(d) ~~not plant trees on the Easement Area without the prior written consent of the Coordinator-General;~~

(e) ~~not crop, dig or plough the Easement Area or cause the lighting of fires on or adjacent the Easement Area without the prior written consent of the Coordinator-General;~~

(f) ~~exercise reasonable care to ensure that any Infrastructure on the Easement Area is not damaged;~~

(g) ~~not interfere with, damage or place at risk any Infrastructure on the Easement Area from time to time or interfere with anything that the Coordinator-General is storing or has placed on the Easement Area from time to time (including plant and equipment, stockpiles of soil dug up from or from under the Easement Area or any other stockpiles) without the prior written consent of the Coordinator-General;~~

(h) ~~not cause a nuisance that adversely affects the Coordinator-General's rights and powers under the Easement or any Infrastructure on the Easement Area from time to time, but if any nuisance is caused, then promptly abate such nuisance;~~

(i) ~~use the Landowner's best endeavours to prevent anyone else doing any of the things that the Landowner is required not to do under the Easement and not allow or authorise anyone else to do any of those things;~~

(j) ~~not interfere with or obstruct the Coordinator-General in the exercise or enjoyment of its rights and powers under the Easement; and~~

(k) ~~not grant any rights to any person in relation to the Easement Area to the extent the granting of those other rights could or will conflict or interfere with the Infrastructure or the exercise of any of the Coordinator-General's rights and powers under the Easement.~~

4 OTHER MATTERS

4.1 Ownership of Infrastructure

All Infrastructure and other things brought onto or installed on, in or through the Easement Area from time to time by the Coordinator-General will, as between the Landowner and the Coordinator-General, notwithstanding any affixation to the

Easement Area, remain the property of the Coordinator-General (unless otherwise assigned).

4.2 Fences

If the Coordinator-General pulls down or breaks open any fencing under the Easement:

(a) the Coordinator-General may either repair the fencing it has pulled down or broken open or install a gate in place of that fencing to at least a standard reasonably equivalent to that of the fencing before it was pulled down or broken open;

(b) the owner of the fencing that was pulled down or broken open will become the owner of the repaired fencing or gate; and

(c) that owner must maintain the repaired fencing or gate.

4.3 Stamping and registering of Easement

The Coordinator-General must stamp (if required) and register the Easement and pay all duty and registration fees on the Easement.

4.5 Mining or petroleum tenement

The Landowner is to use their best endeavours to give the Coordinator-General a copy of any notification received by the Landowner in respect of any application for a mining or petroleum tenement under the *Mineral Resources Act 1989*, the *Petroleum Act 1923*, the *Petroleum and Gas (Production and Safety) Act 2004* or any similar or replacement legislation, in respect of land which includes all or any part of the Easement Area, within 7 days after the Landowner receives such notification.

4.6 Further assurances

The Landowner will execute every deed, instrument, assurance or other document and do all such things as may be necessary to secure the rights of the Coordinator-General conferred by the Easement as the Coordinator-General may reasonably require, including (without limitation) obtaining the consent of any person necessary and producing the title document for the Easement Area and executing all documents necessary to give effect to any proposed assignment, transfer, encumbrance or other dealing by the Coordinator-General in respect of the Easement Area.

5 NOTICE

5.1 General

Any notice, demand, certification, process or other communication given in relation to the Easement must be in writing in English and may be signed by an authorised officer or agent of the party giving the notice.

5.2 How to give a communication

A communication may be given by being:

(a) personally delivered;

(b) left at the party's current address for notices;

(c) sent to the party's current address for notices by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail; or

(d) sent by fax to the party's current fax number for notices.

5.3 Particulars for delivery of notices

The address and facsimile number of the Coordinator-General and Landowner is that specified below or that which a party specifies by written notice to the other party from time to time:

The Coordinator-General:

Address: The Coordinator-General
PO Box 15009
Brisbane City East QLD 40

Fax: (07) 3224 2978

Attention: Executive Director,
Land Acquisition,
Department of
Infrastructure and Planning

Landowner:**6 COORDINATOR-GENERAL'S CONSENT**

- (a) Subject to clause 6(b), the Coordinator-General may conditionally or unconditionally give or withhold any consent to be given under the Easement and is not obliged to give reasons for doing so.
- (b) The Coordinator-General will not unreasonably refuse or withhold its consent to the Landowner:
- maintaining any existing road across the Easement Area; and
 - subject to clause 6(c), erecting and maintaining any fence across the Easement Area if:
 - each fence includes a lockable gate in a location agreed with the Coordinator-General; and
 - the Landowner supplies a set of keys to the lockable gate to the Coordinator-General.
- (c) It will be reasonable for the Coordinator-General to refuse or withhold its consent if the actions of the Landowner are, in the Coordinator-General's opinion, likely to jeopardise the safety, security or operation of, or interfere with the infrastructure or restrict the Coordinator-General's access or other rights under the Easement along or across the Easement Area.

7 SEVERABILITY

- (a) Subject to clause 7(b), if a provision of the Easement is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of the Easement.
- (b) Clause 7(a) does not apply if severing the provision materially alters the scope and nature of the Easement or the relative commercial or financial positions of the parties, or would be contrary to public policy.

8 INDEMNITY FOR LANDOWNER

The Coordinator-General indemnifies the Landowner including any successors in title to the Burdened Land, against all actions, suits, proceedings, demands, claims, losses, damages, costs and expenses, excluding any indirect or consequential loss ("Claims") arising from:

- any breach by the Coordinator-General of the terms of the Easement; and
- any act or omission of the Coordinator-General in the exercise of its rights under the Easement;

except to the extent that any Claims are:

- caused; or
- contributed to (but only to the extent of that contribution), by the act or omission of the Landowner or its employees, officers, agents or contractors.

(SCHEDULE ENDS)

ENDNOTES

- Made by the Governor in Council on 6 March 2008.
- Published in the Gazette on 7 March 2008.
- Not required to be laid before the Legislative Assembly.
- The administering agency is the Department of Infrastructure and Planning.

Department of Justice and Attorney General
Brisbane, 7 March 2008

ASSOCIATIONS INCORPORATION ACT 1981

Notice is hereby given that pursuant to Section 94(a) of the *Associations Incorporation Act 1981*, the property of the former associations listed below is vested in the Public Trustee as at 8.00am, 10 March 2008.

Dated this 7 March 2008.

Peter Harten

DELEGATE OF THE CHIEF EXECUTIVE

Name of association**Former no.**

Atherton Squash Rackets Association Inc.	IA10019
Australian Conservation Foundation Gold Coast Inc.	IA12024
Australian Society for Education through the Arts Inc.	IA1907
Catholic Solo Parents Association	
Toowoomba Branch Inc.	IA9114
Clermont National Fitness Club - Gymnastics	
- Kindygyim Inc.	IA28381
Croydon Landcare Group Inc.	IA15425
Cultural Solidarity of Logan Inc.	IA30440
Emerald Basketball Association Incorporated	IA13272
Family 24/7 Inc.	IA32591
Laguna Kayak/Canoe Club Inc.	IA29363
Lotus Glen Pistol Club Inc.	IA15802
Maryborough-Hervey Bay Life Education Centre Inc.	IA16072
North Queensland Trail Horse Riders Club Inc.	IA2024
North West Queensland Life Education Association Inc.	IA13807
Project Challenge Incorporated	IA4682
Qld Otter Trawl Owners Association Inc.	IA17453
Queensland Dear Basketball Association Inc.	IA20839
Queensland Volunteer Mounted Search Organisation Inc.	IA18709
Salvadorean Association of North Queensland Inc.	IA16388
South Queensland Samoan Islands Residents & Students Association Inc.	IA18397
Sporting Shooters' Association of Australia (Greenvale & District Branch) Inc.	IA18843
St George Sports Club Inc.	IA183
Sunshine Coast and Redcliffe Leagues Junior Cricket Association Incorporated	IA19734
Tablelands Adult Literacy League Inc.	IA11671
The Lone Parent Club of Queensland Incorporated	IA5880
Vietnamese Professionals Society - Queensland Chapter Inc.	IA20146
Yorkeys Knob Sports Centre Incorporated	IA2550

*Classification of Films Act 1991***APPLICATION AS AN APPROVED ORGANISATION**

Applicant: Life Eternal Trust (Sahaja Yoga Meditation)

Requirements: Section 56(2)

- (a) In its application submitted by the Life Eternal Trust (Sahaja Yoga Meditation), the applicant clearly demonstrates the primary purpose of the organisation is to:
- Help facilitate the teachings of Sahaja Yoga Meditation by its founder Mataji Nirmala Devi; and
 - Organise public programs, music events and participation in festivals where the general public can attend and learn meditation techniques free of charge.
- (b) It is clear the organisation intends to screen films for their cultural and educational value.
- (c) The applicant has become familiar with the film classification guidelines, and understands the criteria for the screening of films publicly.
- (d) The applicant also appears to have knowledge of the restrictions applying to the different classifications and will not screen films unsuitable for persons aged under 15 years.

The purpose of Part 7 of the Act is to allow organisations to show films subject to conditions. This enables films to be shown which may not otherwise be screened due to financial constraints, and the lack of a dedicated audience, particularly, those films depicting a certain artistic type.

The applicant satisfies the requirements demanded by the legislation, and there is nothing to suggest the applicant should not be approved as an Approved Organisation. Therefore, I consider the application approved and hereby do so.

Mark Zgrajewski
Films Classification Officer
03/03/2008

State Development and Public Works Organisation Act
1971

Acquisition of Land Act 1967

AMENDING TAKING OF LAND NOTICE (No. 6) 2008

Short title

1. This notice may be cited as the *Amending Taking of Land Notice (No. 6) 2008*.

Amendment of Land to be taken [s.11(1) of the Acquisition of Land Act 1967]

2. Paragraph 2 to the Taking of Land Notice (No. 8) 2007 dated 10 August 2007 and published in the Queensland Government Gazette No. 98 at page 1897 relating to the taking of easements by the Coordinator-General pursuant to the *State Development and Public Works Organisation Act 1971* for the purpose of works to be undertaken for the Cedar Grove Weir, is amended as described in the Schedule 1.
3. Paragraph 2 to the Taking of Land Notice (No.8) 2008 dated 23 May 2008 and published in the Queensland Government Gazette No. 23 at page 527 relating to the taking of easements by the Coordinator-General pursuant to the *State Development and Public Works Organisation Act 1971* for the purpose of works to be undertaken for the Cedar Grove Weir, is amended as described in the Schedule 2.
4. Schedule 2 to the Taking of Land Notice (No.1) 2008 dated 7 March 2008 and published in the Queensland Government Gazette No. 60 at page 1140 relating to the taking of easements by the Coordinator-General pursuant to the *State Development and Public Works Organisation Act 1971* for the purpose of works to be undertaken for the Cedar Grove Weir, is amended as described in the Schedule 3.
5. Schedule 1 to the Taking of Land Notice (No.3) 2008 dated 28 March 2008 and published in the Queensland Government Gazette No. 77 at page 1703 relating to the taking of easements by the Coordinator-General pursuant to the *State Development and Public Works Organisation Act 1971* for the purpose of works to be undertaken for the Cedar Grove Weir, is amended as described in the Schedule 4.

6. Schedule 1 to the Taking of Land Notice (No.8) 2008 dated 23 May 2008 and published in the Queensland Government Gazette No. 23 at page 527 relating to the taking of easements by the Coordinator-General pursuant to the *State Development and Public Works Organisation Act 1971* for the purpose of works to be undertaken for the Cedar Grove Weir, is amended as described in the Schedule 5.

7. Schedule 2 to the Taking of Land Notice (No.8) 2008 dated 23 May 2008 and published in the Queensland Government Gazette No. 23 at page 527 relating to the taking of easements by the Coordinator-General pursuant to the *State Development and Public Works Organisation Act 1971* for the purpose of works to be undertaken for the Cedar Grove Weir, is amended as described in the Schedule 6.

8. Paragraph 3 to the Taking of Land Notice (No. 9) 2008 dated 23 May 2008 and published in the Gazette No. 23 at page 535 relating to the taking of easements by The Coordinator-General pursuant to the *State Development and Public Works Organisation Act 1971* for the purpose of works to be undertaken for the Western Corridor Recycled Water Scheme, is amended as described in the Schedule 7.

(SCHEDULE ENDS).

SCHEDULE 1

Amend paragraph 2 of the Taking of Land Notice (No. 8) 2007 dated 10 August 2007 and published in the Queensland Government Gazette No. 98 at page 1897, as follows:

Omit - "Southern Regional Water Pipeline"

Insert - "Cedar Grove Weir"

(SCHEDULE ENDS).

SCHEDULE 2

Amend paragraph 2 of the Taking of Land Notice (No. 8) 2008 dated 23 May 2008 and published in the Queensland Government Gazette No. 23 at page 527, as follows:

Omit - "The Easements described in Schedule 1 are taken by The Coordinator-General pursuant to the *State Development and Public Works Organisation Act 1971* for the purpose of works to be undertaken for the Cedar Grove Weir, and vest in Queensland Water Infrastructure Pty Ltd ACN 119 634 427 on and from 23 May 2008."

Insert – “The Easements described in Schedules 1 and 2 are taken by The Coordinator-General pursuant to the State Development and Public Works Organisation Act 1971 for the purpose of works to be undertaken for the Cedar Grove Weir, and vest in Queensland Water Infrastructure Pty Ltd ACN 119 634 427 on and from 23 May 2008.”

(SCHEDULE ENDS).

SCHEDULE 3

~~Amend Schedule 2 to the Taking of Land Notice (No. 1) 2008 dated 7 March 2008 and published in the Queensland Government Gazette No. 60 at page 140, as follows:~~

~~Omit – “An area of about 19 575 square metres being part of Lot 66 on Crown Plan W3123 contained in Title Reference 14604022 and shown on Plan 13075-6-1 dated 8/10/2007 held in the office of The Coordinator-General.”~~

~~Insert – “Easement AK & AL in Lot 66 on Crown Plan W3123 on SP209577 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 14604022.”~~

~~Omit – “An area of about 10 606 square metres being part of Lot 141 on CP S12748 contained in Title Reference 14604023 and shown on Plan 13075-6-1 dated 8/10/2007 held in the office of The Coordinator-General.”~~

~~Insert – “Easement AG in Lot 141 on S312748 on SP209573 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Stanley Parish of Maclean being part of the land contained in Title Reference 14604023.”~~

~~Omit – “An area of about 4 128 square metres being part of Lot 1 on Registered Plan 25779 contained in Title Reference 14604022 and shown on Plan 13075-6-1 dated 8/10/2007 held in the office of The Coordinator-General.”~~

~~Insert – “Easement AM in Lot 1 on RP25779 on SP209577 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of land contained in Title Reference 14604022.”~~

~~Omit – “An area of about 19 464 on SL11068 square metres being part of Lot 146 on Crown Plan SL11068~~

~~contained in Title Reference 16086188 and shown on Plan 13075-6-17 dated 31/10/2007 held in the office of The Coordinator-General.”~~

~~Insert – “Easement AF in Lot 146 on SP209572 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Stanley Parish of Maclean contained in Title Reference 16086188.”~~

~~Omit – “An area of about 1 128 square metres being part of Lot 2 on Registered Plan 25779 contained in Title Reference 14604022 and shown on Plan 13075-6-1 dated 8/10/2007 held in the office of The Coordinator-General.”~~

~~Insert – “Easement AN in Lot 2 on RP25779 on SP209577 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan contained in Title Reference 14604022.”~~

~~* Omit – “An area of about 6 246 square metres being part of Lot 310 on Crown Plan S311660 contained in Title Reference 10536250 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General.”~~

~~* Insert – “Easement AE in Lot 310 on S311660 on SP209571 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Stanley Parish of Maclean contained in Title Reference 10536250.”~~

~~Omit – “An area of about 17 699 square metres being part of Lot 3 on Registered Plan 25779 contained in Title Reference 11511078 and shown on Plan 13075-6-8 dated 16/10/2007 held in the office of The Coordinator-General.”~~

~~Insert – “Easement AR in Lot 3 on RP25779 on SP209579 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 11511078.”~~

~~Omit – “An area of about 17 524 square metres being part of Lot 306 on Crown Plan S311476 contained in Title Reference 10482161 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General.”~~

~~Insert – “Easement AD in Lot 306 on S311476 on SP209571 (being a plan to be registered in Queensland Land Registry, Department of Natural~~

Resources and Water), County of Stanley Parish of Maclean being part of the land contained in Title Reference 10482161."

Omit – "An area of about 10 727 square metres being part of Lot 153 on Crown Plan SL11068 contained in Title Reference 11569193 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General."

Insert – "Easement AC in Lot 153 on SL11068 on SP209569 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Stanley Parish of Maclean being part of the land contained in Title Reference 11569193."

Omit – "An area of about 28 936 square metres being part of Lot 4 on Registered Plan 25779 contained in Title Reference 11511078 and shown on Plan 13075-6-8 dated 16/10/2007 held in the office of The Coordinator-General."

Insert – "Easement AS in Lot 4 on RP25779 on SP209579 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 11511078."

Omit – "An area of about 69 181 square metres being part of Lot 156 on Crown Plan SL11068 contained in Title Reference 10252222 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General."

Insert – "Easement AB in Lot 156 on SL11068 on SP209569 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Stanley Parish of Maclean being part of the land contained in Title Reference 10252222."

Omit – "An area of about 4 670 square metres being part of Lot 5 on Registered Plan 25779 contained in Title Reference 11320101 and shown on Plan 13075-6-8 dated 16/10/2007 held in the office of The Coordinator-General."

Insert – "Easement AT in Lot 5 on RP25779 on SP209579 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 11320101."

Omit – "An area of about 5 398 square metres being part of Lot 157 on Crown Plan SL11068 contained in Title Reference 10252222 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General."

Insert – "Easement AA in Lot 157 on SL11068 on SP209570 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Stanley Parish of Undullah & Maclean being part of the land contained in Title Reference 10252222."

Omit – "An area of about 16 498 square metres being part of Lot 299 on Crown Plan S311316 contained in Title Reference 10556033 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General."

Insert – "Easement Z in Lot 299 on SL311316 on SP209570 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Stanley Parish of Undullah & Maclean being part of the land contained in Title Reference 10556033."

Omit – "An area of about 5 584 square metres being part of Lot 168 on Crown Plan SL11068 contained in Title Reference 10556032 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General."

Insert – "Easement Y in Lot 168 on SL11068 on SP209569 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Stanley Parish of Maclean being part of the land contained in Title Reference 10556032."

Omit – "An area of about 5 497 square metres being part of Lot 169 on Crown Plan SL11068 contained in Title Reference 13829085 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General."

Insert – "Easement X in Lot 169 on SL11068 on SP209570 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Stanley Parish of Undullah & Maclean being part of the land contained in Title Reference 13829085."

Omit – "An area of about 27 898 square metres being part of Lot 23 on Survey Plan 142997 contained in Title Reference 50378293 and shown on Plan 13075-

~~6-5 dated 30/10/2007 held in the office of The Coordinator-General."~~

~~Insert – "Easement W in Lot 23 on SP142997 on SP209570 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Stanley Parish of Undullah & Maclean being part of the land contained in Title Reference 50378293."~~

~~Omit – "An area of about 11 259 square metres being part of Lot 25 on Survey Plan 142997 contained in Title Reference 50378295 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General."~~

~~Insert – "Easement U in Lot 25 on SP142997 on SP209567 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Stanley Parish of Undullah being part of the land contained in Title Reference 50378295."~~

~~Omit – "An area of about 4 590 square metres being part of Lot 7 on Crown Plan S31536 contained in Title Reference 11874020 and shown on Plan 13075-6-4 dated 30/10/2007 held in the office of The Coordinator-General."~~

~~Insert – "Easement T in Lot 7 on S31536 on SP209565 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Stanley Parish of Undullah being part of the land contained in Title Reference 11874020."~~

~~Omit – "An area of about 5 315 square metres being part of Lot 6 on Crown Plan S31536 contained in Title Reference 11874019 and shown on Plan 13075-6-4 dated 30/10/2007 held in the office of The Coordinator-General."~~

~~Insert – "Easement R in Lot 6 on S31536 on SP209565 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Stanley Parish of Undullah being part of the land contained in Title Reference 11874019."~~

~~Omit – "An area of about 6 856 square metres being part of Lot 12 on Crown Plan S31468 contained in Title Reference 11504081 and shown on Plan 13075-6-4 dated 30/10/2007 held in the office of The Coordinator-General."~~

~~Insert – "Easements P & Q in Lot 12 on S31468 on SP209564 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Stanley Parish of Undullah being part of the land contained in Title Reference 11504081."~~

~~Omit – "An area of about 19 813 square metres being part of Lot 16 on Crown Plan W3120 contained in Title Reference 15384223 and shown on Plan 13075-6-8 dated 16/10/2007 held in the office of The Coordinator-General."~~

~~Insert – "Easement C in Lot 16 on W3120 on SP209560 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Teviot being part of the land contained in Title Reference 15384223."~~

~~Omit – "An area of about 11 036 square metres being part of Lot 17 on Crown Plan W3120 contained in Title Reference 15384223 and shown on Plan 13075-6-8 dated 16/10/2007 held in the office of The Coordinator-General."~~

~~Insert – "Easement B in Lot 17 on W3120 on SP209560 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Teviot being part of the land contained in Title Reference 15384223."~~

~~Omit – "An area of about 9 191 square metres being part of Lot 18 on Crown Plan W3120 contained in Title Reference 15384223 and shown on Plan 13075-6-8 dated 16/10/2007 held in the office of The Coordinator-General."~~

~~Insert – "Easement A in Lot 18 on W3120 on SP209560 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Teviot being part of the land contained in Title Reference 15384223."~~

~~Omit – "An area of about 3 139 square metres being part of Lot 1 on Registered Plan 193780 contained in Title Reference 16562162 and shown on Plan 13075-6-16 dated 25/10/2007 held in the office of The Coordinator-General."~~

~~Insert – "Easement BL in Lot 1 on RP193780 on SP209588 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of~~

Teviot being part of the land contained in Title Reference 16562162."

Omit – "An area of about 2 015 square metres being part of Lot 2 on Registered Plan 193780 contained in Title Reference 16562163 and shown on Plan 13075-6-16 dated 25/10/2007 held in the office of The Coordinator-General."

Insert – "Easement BK in Lot 2 on RP193780 on SP209588 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Teviot being part of the land contained in Title Reference 16562163."

Omit – "An area of about 5 300 square metres being part of Lot 2 on Registered Plan 85989 contained in Title Reference 12986098 and shown on Plan 13075-6-7 dated 8/10/2007 held in the office of The Coordinator-General."

Insert – "Easement AY in Lot 2 on RP85989 on SP209581 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 12986098."

Omit – "An area of about 22 602 square metres being part of Lot 10 on Registered Plan 25779 contained in Title Reference 12497214 and shown on Plan 13075-6-7 dated 8/10/2007 held in the office of The Coordinator-General."

Insert – "Easement AZ in Lot 10 on RP25779 on SP209559 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan & Teviot being part of the land contained in Title Reference 12497214."

Omit – "An area of about 28 800 square metres being part of Lot 11 on Registered Plan 25779 contained in Title Reference 11381117 and shown on Plan 13075-6-7 dated 8/10/2007 held in the office of The Coordinator-General."

Insert – "Easement BA in Lot 11 on RP25779 on SP209559 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan & Teviot being part of the land contained in Title Reference 11381117."

Omit – "An area of about 12 646 square metres being part of Lot 12 on Registered Plan 25779 contained in Title Reference 16043205 and shown on Plan 13075-6-7 dated 8/10/2007 held in the office of The Coordinator-General."

Insert – "Easement BB in Lot 12 on RP25779 on SP209582 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 16043205."

Omit – "An area of about 6 904 square metres being part of Lot 13 on Registered Plan 25779 contained in Title Reference 11556203 and shown on Plan 13075-6-9 dated 8/10/2007 held in the office of The Coordinator-General."

Insert – "Easement BC in Lot 13 on RP25779 on SP209583 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 11556203."

Omit – "An area of about 5 692 square metres being part of Lot 14 on RP850622 contained in Title Reference 18416054 and shown on Plan 13075-6-10 dated 8/10/2007 held in the office of The Coordinator-General."

Insert – "Easement BD in Lot 14 on RP850622 on SP209584 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 18416054."

Omit – "An area of about 4 630 square metres being part of Lot 55 on Crown Plan W3123 contained in Title Reference 11948145 and shown on Plan 13075-6-11 dated 17/10/2007 held in the office of The Coordinator-General."

Insert – "Easement BE in Lot 55 on W3123 on SP209585 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 11948145."

Omit – "An area of about 11 292 square metres being part of Lot 54 on Crown Plan W3123 contained in Title Reference 50035028 and shown on Plan 13075-

~~6-11 dated 17/10/2007 held in the office of The Coordinator-General."~~

Insert – "Easement BF in Lot 54 on W3123 on SP209585 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 50035028."

Omit – "An area of about 11 246 square metres being part of Lot 53 on Crown Plan W3123 contained in Title Reference 50035029 and shown on Plan 13075-6-11 dated 17/10/2007 held in the office of The Coordinator-General."

Insert – "Easement BG in Lot 53 on W3123 on SP209585 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 50035029."

(SCHEDULE ENDS).

SCHEDULE 4

Amend Schedule 1 to the Taking of Land Notice (No.3) 2008 dated 28 March 2008 and published in the Queensland Government Gazette No. 77 at page 1703, as follow:

Omit – "An area of about 8 574 square metres being part of lot 20 on Crown Plan W3120 contained in Title Reference 15605008 and shown on Plan 13075-6-15 held in the office of The Coordinator-General."

Insert – "Easement BJ in Lot 20 on W3120 on SP209587 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Teviot being part of the land contained in Title Reference 15605008."

(SCHEDULE ENDS).

SCHEDULE 5

Amend Schedule 1 to the Taking of Land Notice (No.8) 2008 dated 23 May 2008 and published in the Queensland Government Gazette No. 23 at page 527, as follows:

Omit – "An area of about 9 275sqm being part of Lot 6 on RP25779 contained in Title Reference 15596218 and shown on Plan CGW018 held in the office of The Coordinator-General."

~~Insert – "Easements AU & AV in Lot 6 on RP25779 on SP209580 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 15596218."~~

~~Omit – "An area of about 28 048sqm being part of Lot 7 on RP25779 contained in Title Reference 15596218 and shown on Plan CGW019 held in the office of The Coordinator-General."~~

~~Insert – "Easement AW in Lot 7 on RP25779 on SP209580 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 15596218."~~

~~Omit – "An area of about 13 945sqm being part of Lot 8 on RP25779 contained in Title Reference 15596219 and shown on Plan CGW020 held in the office of The Coordinator-General."~~

~~Insert – "Easement AX in Lot 8 on RP25779 on SP209580 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 15596219."~~

~~Omit – "An area of about 2 993sqm being part of Lot 2 on CPW3120 contained in Title Reference 15162080 and shown on Plan CGW028 held in the office of The Coordinator-General."~~

~~Insert – "Easements H & J in Lot 2 on W3120 on SP209561 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Teviot being part of the land contained in Title Reference 15162080."~~

~~Omit – "An area of about 9 461 square metres being part of Lot 1 on RP48366 contained in Title Reference 11845031 and shown on Plan CGW029 held in the office of The Coordinator-General."~~

~~Insert – "Easement K in Lot 1 on RP48366 on SP209562 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Teviot being part of the land contained in Title Reference 11845031."~~

~~Omit - "An area of about 7 124sqm being part of Lot 3 on RP48366 contained in Title Reference 11845031 and shown on Plan CGW032 held in the office of The Coordinator-General."~~

~~Insert - "Easements M & N in Lot 3 on RP48366 on SP209562 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Teviot being part of the land contained in Title Reference 11845031."~~

~~Omit - "An area of about 9 540sqm being part of Lot 1 on CPW3120 contained in Title Reference 50273167 and shown on Plan CGW036 held in the office of The Coordinator-General."~~

~~Insert - "Easement G in Lot 1 on W3120 on SP209561 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Teviot being part of the land contained in Title Reference 50273167."~~

~~Omit - "An area of about 32 973sqm being part of Lot 13 on SP118637 contained in Title Reference 50273167 and shown on Plan CGW037 held in the office of The Coordinator-General."~~

~~Insert - "Easement F in Lot 13 on SP118637 on SP209561 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Teviot being part of the land contained in Title Reference 50273167."~~

~~Omit - "An area of about 48 040sqm being part of Lot 14 on CPW3120 contained in Title Reference 16529057 and shown on Plan CGW038 held in the office of The Coordinator-General."~~

~~Insert - "Easement E in Lot 14 on W3120 on SP209561 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Teviot being part of the land contained in Title Reference 16529057."~~

~~Omit - "An area of about 36 611sqm being part of Lot 15 on CPW3120 contained in Title Reference 16529057 and shown on Plan CGW039 held in the office of The Coordinator-General."~~

~~Insert - "Easement D in Lot 15 on W3120 on SP209559 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of~~

~~Logan & Teviot being part of the land contained in Title Reference 16529057."~~

(SCHEDULE ENDS).

SCHEDULE 6

Amend Schedule 2 to the Taking of Land Notice (No.8) 2008 dated 23 May 2008 and published in the Queensland Government Gazette No. 23 at page 527, as follows:

~~Omit - "An area of about 2 564 square metres being part of Lot 21 on CP W3120 contained in Title Reference 11550081 and shown on Plan CGW046 held in the office of The Coordinator-General."~~

~~Insert - "An area of 6 807 square metres being Easement BH in Lot 21 on W3120 on SP209586 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Teviot being part of the land contained in Title Reference 11550081."~~

(SCHEDULE ENDS).

SCHEDULE 7

Amend Paragraph 3 to the Taking of Land Notice (No. 9) 2008 dated 23 May 2008 and published in the Queensland Government Gazette No. 23 at page 535, as follows:

~~Omit - "The Easements described in Schedule 2 are taken by The Coordinator-General pursuant to the State Development and Public Works Organisation Act 1971 for the purpose of works to be undertaken for the Western Corridor Recycled Water Scheme, and vest in The Coordinator-General on and from 23 May 2008."~~

~~Insert - "The Easements described in Schedules 2 and 3 are taken by The Coordinator-General pursuant to the State Development and Public Works Organisation Act 1971 for the purpose of works to be undertaken for the Western Corridor Recycled Water Scheme, and vest in The Coordinator-General on and from 23 May 2008."~~

(SCHEDULE ENDS).

ENDNOTES

1. Made by the Governor in Council on 28 August 2008.
2. Published in the Gazette on 5 September 2008.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Infrastructure and Planning.

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Sealing Number

EL 210 \$224.32
22/11/2023 15:43:32**OFFICE USE ONLY**This form is authorised by legislation and is
used to maintain publicly searchable records. For more information see
the Department's website.

Duty Imprint

Client No: 3 2 6 8 8 4 9 Duties Act 2001
 Transaction No: 5 2 7 - 2 2 8 - 0 7 6
 Duty Paid \$ 0.00 ☐ Exempt
 UTI \$
 Date: 10 11 23 Signed: [Signature]

1. Nature of request

REQUEST TO RECORD RESUMPTION

Lodger (Name, address, E-mail & phone number)

LOGAN CITY COUNCIL
 150 Wembley Road
 Logan Central Qld 4114
 Tel: (07) 3412 3412

Email: ProjectAcquisitions@logan.qld.gov.au

**Lodger
Code**
 BE2859

2. Lot on Plan Description

EASEMENT AF ON SP335970

Title Reference

To issue from 50930069

3. Registered Proprietor/State Lessee

EJC RIVERBEND PTY LTD ACN 163 826 079

4. Interest

FEE SIMPLE

5. Applicant

LOGAN CITY COUNCIL
 PO BOX 3226
 LOGAN CENTRAL DC QLD 4114

6. Request

I hereby request that the resumption described in Item 2 is taken by Logan City Council as constructing authority for
 Sewerage Purposes as per attached gazette notice effective 13 October 2023, and vests in Logan City Council for
 an estate in fee simple.

7. Execution by applicant

LOGAN CITY COUNCIL by its duly
 authorised delegate – Jessica Steel
 Project Acquisition Team Leader

2 11 23
Execution Date

[Signature]
Applicant's or Solicitor's Signature

*Note: A Solicitor is required to print full name if signing on behalf of the Applicant

Acquisition of Land Act 1967

**TAKING OF EASEMENT NOTICE BY THE MINISTER
(No 07) 2023**

Short title

1. This notice may be cited as the *Taking of Easement Notice by the Minister (No 07) 2023*.

Easement taken [ss.6 and 9(7) of the Act]

2. The easements described in Schedule 2 are taken by Logan City Council for sewerage purposes and purposes incidental thereto and vests in Logan City Council on and from 13 October 2023.

Rights and obligations

3. That the rights and obligations conferred and imposed by each easement include the matters set out in Schedule 1.

SCHEDULE 1

The Council holds an easement for the purposes, powers, rights and liberties set out below.

1. RIGHTS AND LIBERTIES

1.1 Subject to the terms of this document the Council has the full, free and uninterrupted right and liberty at all times of the day and the night and from time to time at the Council's pleasure:

- (a) to enter upon and traverse the Burdened Land for any purpose whatsoever connected with the Council's Sewerage Powers and whether or not such entry or traversement is for the benefit or detriment of the Burdened Land and whether or not it is for the benefit of the Owner's Land or any neighbouring or other lands;
- (b) to carry out such works on the Burdened Land and do such things including, without limiting the generality of the foregoing, digging, sinking shafts, erecting scaffolding, opening and breaking up the soil both surface and subsurface, constructing manholes, placing and operating machinery and equipment, storing soil and gravel, laying Pipes, digging trenches and laying concrete on or within the Burdened Land as Council in its absolute discretion considers necessary or desirable for any purpose whatsoever connected with Council's Sewerage Powers and whether or not such works and things:
 - (i) are for the benefit or detriment of the Burdened Land; and
 - (ii) are for the benefit of the Owner's Land or any neighbouring or other lands; and
- (c) to effect the uninterrupted flow of Sewage and whether flowing continuously, intermittently or occasionally, above or beneath the surface of the Burdened Land and through or along the Pipes.

2. LIMITATION

2.1 The powers, rights and liberties contained in clause 1 shall in all respects be limited to:

- (a) the surveying, testing and excavating for the Drains or Pipes, the laying and constructing of the Drains or

permitted and upon such terms and conditions as Council or the Director imposes or stipulates in the event of such permission being granted.

- 4.2 Without limiting clause 4.1, the Owner must ensure that any works which are constructed on or in the Burdened Land pursuant to an approval given under the Planning Scheme do not obstruct, interfere with, damage or cause any change or alteration to any works constructed by Council within the Burdened Land.
- 4.3 For the purpose of gaining access to the Burdened Land, Council may demolish or break open any fencing on or adjacent to the Burdened Land, but where livestock are contained within the fenced area sufficient notice must be given to the Owner to enable the livestock to be secured.
- 4.4 Provided the Owner is not in breach of clause 4.1 and Council is not exercising its rights under clause 5, Council must either:
- (a) reinstate all fences damaged by it in the exercise of any of its rights granted under this document; or
 - (b) in lieu of reinstating any such fence, install a gate the quality and materials of workmanship of which, except with the Owner's consent, must be not less than the quality and materials of workmanship of the existing fence. A gate so installed becomes the property of the Owner and thereafter must (subject to clause 4.4) be maintained by the Owner.

5. COUNCIL MAY REMEDY BREACH

- 5.1 If the Owner or any occupier of the Burdened Land or part of it breaches any part of clause 4, Council or Council's Agents may (without prejudice to any other remedy which Council might have) remedy such breach by:
- (a) demolishing, removing or otherwise disposing of any Structure, paving, vegetation or thing whatsoever;
 - (b) performing any works or doing anything necessary for restoring, repairing or reinstating the Drains or Pipes and the Burdened Land (including re-grassing it) and reforming the natural or artificial features containing or assisting in containing the flow of water and other matter, as the case may be, above under or through the Burdened Land to their former state and condition;
 - (c) altering, grading, paving, preparing, grassing and fertilising or mowing the surface of the Burdened Land or placing, installing, establishing or constructing and keeping any earthworks and any other works whatsoever (whether of the class just mentioned or not) on or in the Burdened Land.
- 5.2 Should Council or Council's Agents exercise any of the rights, powers and remedies contained in clause 5.1, then the cost of exercising those rights, powers and remedies and the doing and performing of any works, making alterations, grading, paving, preparing, grassing, fertilising, mowing, demolishing, removing or disposing of any Structure, paving, vegetation or anything whatsoever shall be at the cost of the Owner of the Burdened Land.

- (a) any infrastructure which is installed pursuant to the Third Party Easement must be approved in writing by Council or the Director upon such terms and conditions as Council or the Director imposes or stipulates in the event of such permission being granted;
- (b) the rights and interests of the grantee under the Third Party Easement must not interfere with Council's rights and interests under this document; and
- (c) in the event of any inconsistency between this document and the Third Party Easement, this document prevails.

9. DEFINITIONS AND INTERPRETATION

9.1 Definitions

In this document unless the context or subject matter otherwise indicates or requires:

Burdened Land means the part of the Owner's Land subject to the Easement and includes the airspace above that land.

Council means Logan City Council and its successors, transferees and assigns.

Council's Agents includes the employees, agents, licensees, contractors, sub-contractors and professional consultants of Council.

Council's Sewerage Powers includes the sewerage powers given to Council by its Local Laws, the *Local Government Act 2009* (Qld), the Planning Act, the *Water Supply (Safety and Reliability) Act 2008* (Qld), the *South-East Queensland Water (Distribution and Retail Restructuring) Act 2009* (Qld) and the powers, rights and liberties conferred on Council by this document and any other relevant statute.

Director means the Director for the time being responsible for the delivery of Council's road and water infrastructure requirements.

Drain includes a drain (open or closed), Pipe, conduit or channel (including, if applicable any overland flow path) above or below ground level, with or without embankments, for the passage or conveyance of water or other matter and any manhole, manhole chamber, inlet, any equipment (whether mechanical or otherwise including water reservoirs) and any fittings or works in support of or in connection with it.

Easement means the easement over the Owner's Land in favour of Council, described on survey plan.

Owner means the registered owner of the Owner's Land and includes the respective transferees and assignees of the Owner and the registered owner or owners (and their and each of their respective successors, executors, administrators and assigns as the case may be) and the occupier or occupiers for the time being of the Burdened Land.

Owner's Land means the Lot burdened by the easement.

Pipe includes a pipe, Drain, conduit or channel above or below ground level for the passage or conveyance of water or other matter and any manholes, manhole chamber, surface box, inlet, valve, main, equipment

- (g) An inclusive definition, or an example or particularisation of a provision, does not limit but may extend that definition or provision.
- (h) Where a word or expression is defined, other parts of speech and grammatical forms of that word or expression have a corresponding definition.
- (i) If at any time a provision of this document is or becomes illegal, invalid or unenforceable in any respect, during that time the illegality, invalidity or unenforceability will not affect or impair the legality, validity or enforceability of any other provision of this document.

SCHEDULE 2

Beenleigh Office

Easements Taken

Easement A in Lot 3 on SP203522 on SP335967 (to be registered in the Titles Registry), area 8704 m², part of Title Reference 50702953.

079/0031867

Easement AF in Lot 104 on SP254145 on SP335970 (to be registered in the Titles Registry), area 2737 m², part of Title Reference 50930069.

079/0031868 (Part 1)

Easement A in Lot 800 on SP247625 on SP335969 (to be registered in the Titles Registry), area 1.987 ha, part of Title Reference 50883921.

079/0031868 (Part 2)

ENDNOTES

1. Made by the delegate of the Minister under Acquisition of Land (Ministerial) Delegation (No 1) 2021 on 5 September 2023.
2. Published in the Gazette on 13 October 2023.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Resources.

Gov. Gaz., 13 October 2023, No. 38 pages 301-303

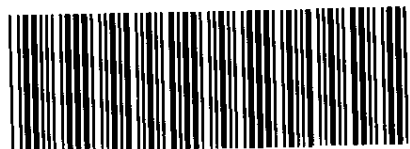
Brisbane

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QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

GENERAL REQUEST

120 50 (16)
FORM 14 Version 4
Page 1 of 1



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\$120.50
19/05/2009 14:23

BE 601

Duty Imprint

Client No.: 1050399 Duties Act 2001
Transaction No.: 000-263-121
Duty Paid \$.....NIL ☐ Exempt
UTI \$.....
Date: 15/5/09 Signed: *[Signature]*

1. Nature of request

REQUEST TO REGISTER A RESUMPTION OF EASEMENT

Lodger (Name, address & phone number)

THE COORDINATOR-GENERAL

PO Box 15009

CITY EAST QLD 4002

Attn: Ms Sarah Faulks

Phone: (07) 3405 8555

Acquisition@dip.qld.gov.au

Lodger
Code

373

2. Lot on Plan Description

County

Parish

Title Reference

Easement AD in Lot 306 on Crown Stanley
Plan S311476 on SP 209571

Maclean

10482161

3. Registered Proprietor/State Lessee

Anthony Charles Gittins

4. Interest

FEE SIMPLE

5. Applicant

THE COORDINATOR-GENERAL on behalf of Queensland Water Infrastructure Pty Ltd A.C.N 119 634 427

PO Box 15009, City East QLD 4002, Attn: Land Acquisition Division

6. Request

I hereby request that: in accordance with the Gazette Resumption Notice dated 7 March 2008, Amending Gazette Resumption Notice dated 5 September 2008 deposited herewith, you register a resumption of easement for water storage/water infrastructure over the easement described in Item 2, in the name of Queensland Water Infrastructure Pty Ltd A.C.N 119 634 427

7. Execution by applicant

Colin Leslie Bunker

Department of Infrastructure and Planning

As delegate of The Coordinator-General under s 11 of the
State Development and Public Works Organisation Act 1971

11/5/09
Execution Date

[Signature]
Applicant's or Solicitor's Signature

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

DEPARTMENT OF INFRASTRUCTURE AND PLANNING

Acquisition of Land Act 1967
State Development and Public Works Organisation Act 1971

A NOTICE

The Council recommends to Her Excellency the Governor that, the enclosed Taking of Land Notice, taking freehold land and easements for the Cedar Grove Weir and Northern Pipeline Inter-connector, be made.

(MINUTE ENDS)

State Development and Public Works Organisation Act 1971
Acquisition of Land Act 1967

TAKING OF LAND NOTICE (No. 1) 2008

Short title

1. This notice may be cited as the *Taking of Land Notice (No. 1) 2008*.

Land taken

2. The Land described in Schedule 1 is taken by The Coordinator-General pursuant to the *State Development and Public Works Organisation Act 1971* for the purpose of works to be undertaken for the Cedar Grove Weir, and vests as freehold in Queensland Water Infrastructure Pty Ltd ACN 119 634 427 on and from 6 March 2008.

Easements taken

3. The Easements described in Schedule 2 are taken by The Coordinator-General pursuant to the *State Development and Public Works Organisation Act 1971* for the purpose of works to be undertaken for the Cedar Grove Weir, and vest in Queensland Water Infrastructure Pty Ltd ACN 119 634 427 on and from 6 March 2008.
4. The Easements described in Schedule 3 are taken by The Coordinator-General pursuant to the *State Development and Public Works Organisation Act 1971* for the purpose of works to be undertaken for the Northern Pipeline Inter-connector, and vest in The Coordinator-General on and from 6 March 2008.

Rights and obligations

5. That the rights and obligations conferred and imposed by the Easements in Schedule 2 includes the matters set out in Schedule 4.
6. That the rights and obligations conferred and imposed by the Easement in Schedule 3 includes the matters set out in Schedule 5.

SCHEDULE 1

Land Taken

An area of about 04 590 square metres being the whole of Lot 200 on Registered Plan 200030 contained in Title Reference 16963141 and shown on Plan RP200030 dated 16/10/1986 held in the office of the Registrar of Titles.

(SCHEDULE ENDS).

SCHEDULE 2

Easement Taken

An area of about 19 575 square metres being part of Lot 66 on Crown Plan W3123 contained in Title Reference 14604022 and shown on Plan 13075-6-1 dated 8/10/2007 held in the office of The Coordinator-General.

An area of about 10 606 square metres being part of Lot 141 on CP S312748 contained in Title Reference 14604023 and shown on Plan 13075-6-1 dated 8/10/2007 held in the office of The Coordinator-General.

An area of about 4 128 square metres being part of 1 on Registered Plan 25779 contained in Title Reference 14604022 and shown on Plan 13075-6-1 dated 8/10/2007 held in the office of The Coordinator-General.

~~An area of about 19 464 square metres being part of Lot 146 on Crown Plan SL11068 contained in Title Reference 16086188 and shown on Plan 13075-6-17 dated 31/10/2007 held in the office of The Coordinator-General.~~

An area of about 4 128 square metres being part of Lot 2 on Registered Plan 25779 contained in Title Reference 14604022 and shown on Plan 13075-6-1 dated 8/10/2007 held in the office of The Coordinator-General.

An area of about 6 246 square metres being part of Lot 310 on Crown Plan S311660 contained in Title Reference 10536250 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General.

An area of about 17 699 square metres being part of Lot 3 on Registered Plan 25779 contained in Title Reference 11511078 and shown on Plan 13075-6-8 dated 16/10/2007 held in the office of The Coordinator-General.

An area of about 17 524 square metres being part of Lot 306 on Crown Plan S311476 contained in Title Reference 10482161 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General.

~~An area of about 10 727 square metres being part of Lot 153 on Crown Plan SL11068 contained in Title Reference 11569193 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General.~~

An area of about 28 936 square metres being part of Lot 4 on Registered Plan 25779 contained in Title Reference 11511078 and shown on Plan 13075-6-8 dated 16/10/2007 held in the office of The Coordinator-General.

An area of about 69 181 square metres being part of Lot 156 on Crown Plan SL11068 contained in Title Reference 10252222 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General.

An area of about 4 670 square metres being part of Lot 5 on Registered Plan 25779 contained in Title Reference 11320101 and shown on Plan 13075-6-8 dated 16/10/2007 held in the office of The Coordinator-General.

An area of about 5 398 square metres being part of Lot 157 on Crown Plan SL11068 contained in Title Reference 10252222 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General.

An area of about 16 498 square metres being part of Lot 299 on Crown Plan S311316 contained in Title Reference 10556033 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General.

An area of about 5 584 square metres being part of Lot 168 on Crown Plan SL11068 contained in Title Reference 10556032 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General.

An area of about 5 497 square metres being part of Lot 169 on Crown Plan SL11068 contained in Title Reference 13829085 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General.

An area of about 27 898 square metres being part of Lot 23 on Survey Plan 142997 contained in Title Reference 50378293 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General.

An area of about 11 259 square metres being part of Lot 25 on Survey Plan 142997 contained in Title Reference 50378295 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General.

An area of about 4 590 square metres being part of Lot 7 on Crown Plan S31536 contained in Title Reference 11874020 and shown on Plan 13075-6-4 dated 30/10/2007 held in the office of The Coordinator-General.

An area of about 5 315 square metres being part of Lot 6 on Crown Plan S31536 contained in Title Reference 11874019 and shown on Plan 13075-6-4 dated 30/10/2007 held in the office of The Coordinator-General.

~~An area of about 6 856 square metres being part of Lot 12 on Crown Plan W31468 contained in Title Reference 11504081 and shown on Plan 13075-6-4 dated 30/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 19 813 square metres being part of Lot 16 on Crown Plan W3120 contained in Title Reference 15384223 and shown on Plan 13075-6-8 dated 16/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 11 036 square metres being part of Lot 17 on Crown Plan W3120 contained in Title Reference 15384223 and shown on Plan 13075-6-8 dated 16/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 9 191 square metres being part of Lot 18 on Crown Plan W3120 contained in Title Reference 15384223 and shown on Plan 13075-6-8 dated 16/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 3 139 square metres being part of Lot 1 on Registered Plan 193780 contained in Title Reference 16562162 and shown on Plan 13075-6-16 dated 25/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 2 015 square metres being part of Lot 2 on Registered Plan 193780 contained in Title Reference 16562163 and shown on Plan 13075-6-16 dated 25/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 5 300 square metres being part of Lot 2 on Registered Plan 85989 contained in Title Reference 12986098 and shown on Plan 13075-6-7 dated 8/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 22 602 square metres being part of Lot 10 on Registered Plan 25779 contained in Title Reference 12497214 and shown on Plan 13075-6-7 dated 8/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 28 800 square metres being part of Lot 11 on Registered Plan 25779 contained in Title Reference 11381117 and shown on Plan 13075-6-7 dated 8/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 12 646 square metres being part of Lot 12 on Registered Plan 25779 contained in Title Reference 16043205 and shown on Plan 13075-6-7 dated 8/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 6 904 square metres being part of Lot 13 on Registered Plan 25779 contained in Title Reference 11556203 and shown on Plan 13075-6-9 dated 8/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 5 692 square metres being part of Lot 14 on Registered Plan 850622 contained in Title Reference 18416054 and shown on Plan 13075-6-10 dated 8/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 4 630 square metres being part of Lot 55 on Crown Plan W3123 contained in Title Reference 11948145 and shown on Plan 13075-6-11 dated 17/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 11 292 square metres being part of Lot 54 on Crown Plan W3123 contained in Title Reference 50035028 and shown on Plan 13075-6-11 dated 17/10/2007 held in the office of The Coordinator-General.~~

~~An area of about 11 246 square metres being part of Lot 53 on Crown Plan W3123 contained in Title Reference 50035029 and shown on Plan 13075-6-11 dated 17/10/2007 held in the office of The Coordinator-General.~~

(SCHEDULE ENDS).

SCHEDULE 3

Easement Taken

~~An area of about 3 000 square metres being part of Lot 31 on Registered Plan 126039 contained in Title Reference 14581105 and shown on Plan NPI001-L-MAP-11225-1 dated 3/9/2007 held in the office of The Coordinator-General.~~

~~An area of about 7 800 square metres being part of Lot 25 on Survey Plan 100435 contained in Title Reference 50190126 and shown on Plan NPI001-L-MAP-112102-1 dated 31/8/2007 held in the office of The Coordinator-General.~~

~~An area of about 1 500 square metres being part of Lot 4 on Registered Plan 145519 contained in Title Reference 15311113 and shown on Plan NPI001-L-MAP-11734 dated 29/8/2007 held in the office of The Coordinator-General.~~

~~An area of about 1 900 square metres being part of Lot 5 on Registered Plan 145519 contained in Title Reference 15311114 and shown on Plan NPI001-L-MAP-11735 dated 29/8/2007 held in the office of The Coordinator-General.~~

~~An area of about 14 600 square metres being part of Lot 3 on Registered Plan 189548 contained in Title Reference 16625004 and shown on Plan NPI001-L-MAP-11736 dated 29/8/2007 held in the office of The Coordinator-General.~~

~~An area of about 10 800 square metres being part of Lot 2 on Registered Plan 189548 contained in Title Reference 16625003 and shown on Plan NPI001-L-MAP-11737 dated 29/8/2007 held in the office of The Coordinator-General.~~

~~An area of about 1 000 square metres being part of Lot 1 on Registered Plan 230643 contained in Title Reference 17483053 and shown on Plan NPI001-L-MAP-11738 dated 15/11/2007 held in the office of The Coordinator-General.~~

~~An area of about 1 300 square metres being part of Lot 16 on Registered Plan 847696 contained in Title Reference 18527197 and shown on Plan NPI001-L-MAP-11739 dated 26/9/2007 held in the office of The Coordinator-General.~~

~~An area of about 380 square metres being part of Lot 2 on Registered Plan 189426 contained in Title Reference 16522030 and shown on Plan NPI001-L-MAP-11803a dated 30/8/2007 held in the office of The Coordinator-General.~~

~~An area of about 330 square metres being part of Lot 4 on Registered Plan 881346 contained in Title Reference 50040370 and shown on Plan NPI001-L-MAP-11804 dated 30/8/2007 held in the office of The Coordinator-General.~~

~~An area of about 100 square metres being part of Lot 42 on Registered Plan 199901 contained in Title Reference 50664927 and shown on Plan NPI001-L-MAP-11224-1 dated 26/9/2007 held in the office of The Coordinator-General.~~

~~An area of about 1 200 square metres being part of Lot 2 on Survey Plan 162170 contained in Title Reference 50479708 and shown on Plan NPI001-L-MAP-11229 dated 30/8/2007 held in the office of The Coordinator-General.~~

~~An area of about 3 400 square metres being part of Lot 7 on Registered Plan 94509 contained in Title Reference 13526131 and shown on Plan NPI001-L-MAP-11231-1 dated 26/9/2007 held in the office of The Coordinator-General.~~

~~An area of about 90 square metres being part of Lot 201 on Survey Plan 156678 contained in Title Reference 50474654 and shown on Plan NPI001-L-MAP-11652 dated 30/8/2007 held in the office of The Coordinator-General.~~

~~An area of about 16 900 square metres being part of Lot 21 on Survey Plan 111155 contained in Title Reference 50215401 and shown on Plan NPI001-L-MAP-11716-1 dated 31/8/2007 held in the office of The Coordinator-General.~~

~~An area of about 1 340 square metres being part of Lot 3 on Registered Plan 189426 contained in Title Reference 16522031 and shown on Plan NPI001-L-MAP-11804a-1 dated 26/9/2007 held in the office of The Coordinator-General.~~

~~An area of about 17 750 square metres being part of Lot 24 on Registered Plan 126491 contained in Title Reference 50364434 and shown on Plan NPI001-L-MAP-11805 dated 26/9/2007 held in the office of The Coordinator-General.~~

(SCHEDULE ENDS)

SCHEDULE 4

*State Development and Public Works Organisation Act 1971
Rights and Obligations Under Easement***Section 125 and 125A Easement
Cedar Grove Weir****1. Definition**

In this Schedule:

"Authorisation" means any consent, authorisation, registration, certificate, permission, licence, approval, authority or exemption from or by a Government Agency.

"Coordinator-General" means The Coordinator-General, the corporation sole constituted under the *State Development and Public Works Organisation Act 1971* and where the context permits, the servants, agents, contractors, subcontractors and licensees of the Coordinator-General.

"Easement" means this easement taken over the Easement Land.

"Easement Holder" means the Coordinator-General or if this Easement is transferred to another entity, the entity to which the Easement is transferred and where the context permits, the servants, agents, contractors, subcontractors and licensees of the Easement Holder.

"Easement Land" means the land over which the Easement is taken.

"Fencing and/or Related Work" means fencing, gates or other related, associated or incidental works.

"Government Agency" means a government or a governmental, semi-governmental or judicial entity or authority and includes a self regulatory organisation established under statute or a stock exchange.

"Infrastructure" means infrastructure required for and/or incidental to the Water Infrastructure and for the purposes of the Water Infrastructure includes without limitation:

- (a) infrastructure of any kind required by the Easement Holder for the exercise by the Easement Holder of the Easement Holder's rights under this Easement;
- (b) any plant, equipment, fixtures or fittings, attachments or improvements of any kind forming part of or relating to the infrastructure and including without limitation pipes, conduits, channels, drains, manholes, stopcocks, pumps, meters and pressure control devices.

"Landowner" means the registered owner of the Easement Land, from time to time.

"Law" means any statute, regulation, order, rule, subordinate legislation or other document enforceable under any statute, regulation, rule or subordinate legislation.

"Operation" means existence, operation, construction, alteration, maintenance, repair, renewal or replacement.

"Other Land" means land other than the Easement Land over which the Easement Holder has an easement or other right. Other Land does not include the Landowner's land comprising land not subject to an easement.

"State" means the State of Queensland.

"Structure" means improvement, building, structure, pipeline, pump and pump housing, service road, driveway, concrete or paving of any kind.

"Water Infrastructure" means the infrastructure and water comprising the Cedar Grove Weir as defined in section 83 of the *Water Regulation 2002* and includes all Infrastructure.

2. Interpretation

In this Schedule:

headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;

"person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

a reference to a party includes that party's executors, administrators, successors and permitted transferee and, in the case of a trustee, includes a substituted or an additional trustee;

a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

"includes" in any form is not a word of limitation.

3. Rights of Easement Holder

- (a) The Easement Holder may use the Easement Land for water storage including overland flow and inundation of the Easement Land which results from the Operation of the Water Infrastructure.
- (b) The Easement Holder may carry on and carry out, construct, alter, maintain, repair, renew or replace and/or place and keep on the Easement Land the following works:
 - (i) Water Infrastructure (whether on the Easement Land or Other Land);
 - (ii) subject to clause 6, Fencing and/or Related Work (whether on the Easement Land or Other Land);

which the Easement Holder deems necessary for:

- (iii) the proper Operation of the Water Infrastructure (whether or not such Water Infrastructure is on the Easement Land);
- (iv) the maintenance or enhancement of the quality of water stored or to be stored in the Water Infrastructure including water stored or to be stored on the Easement Land;
- (v) erosion prevention or minimisation or repair of erosion which has occurred (whether or not such erosion relates to the Easement Land or Other Land);
- (vi) prevention or amelioration of the impacts of inundation of land by water or to repair the impacts of inundation (whether or not such impacts of inundation relates to the Easement Land or Other Land); or
- (vii) protection of humans or animals or livestock.

If the Easement Holder exercises rights under this clause 3(b) then the Easement Holder must, so far as practicable having regard to the works done, placed or kept on the Easement Land, reinstate the Easement Land to the condition it was in prior to the exercise of rights by the Easement Holder under this clause 3(b).

- (c) The Easement Holder may from time to time and at all times (with or without vehicles, equipment, materials and Infrastructure) enter, exit, pass and re-pass on, over or through the Easement Land and use the Easement Land for the purpose of exercising all rights of the Easement Holder under this Easement including for the following purposes which form rights of the Easement Holder:
 - (i) to survey, study, inspect and test the Easement Land;
 - (ii) to assess compliance by the Landowner with this Easement;

- (iii) to clean and maintain, remove waste, contaminated soil, litter and other accumulations from the Easement Land where the same may adversely affect the Operation of the Water Infrastructure or the quality of water stored or to be stored in the Water Infrastructure or on the Easement Land;
 - (iv) to remove, from the Easement Land, any Structures which the Easement Holder assesses will adversely affect the Operation of the Water Infrastructure or the quality of water stored or to be stored in the Water Infrastructure or on the Easement Land;
 - (v) to plant and maintain trees and vegetation reasonably necessary for the prevention or minimisation of erosion or other impacts of inundation or as required by any Authorisation relevant to the Operation of the Water Infrastructure;
 - (vi) to access the adjacent water course or Other Land and any Water Infrastructure of the Easement Holder in the water course or on Other Land;
 - (vii) to undertake mowing, slashing and vegetation (including without limitation timber, trees and crops) control or removal;
 - (viii) to break open the soil of the Easement Land (both on the surface and subsurface);
 - (ix) to pull down, remove or break open any fencing or Structure on, in or through the Easement Land (where the Easement Holder considers such action is necessary or desirable for the Easement Holder to exercise its rights under this Easement);
 - (x) to take anything on to or away from the Easement Land as is deemed necessary or desirable by the Easement Holder to exercise its rights under this Easement; and
 - (xi) to do on the Easement Land anything which the Easement Holder considers necessary or desirable for, or incidental to, exercising the Easement Holder's rights under this Easement, including, but without limitation:
 - A. stockpiling Infrastructure or items required by the Easement Holder; and
 - B. stockpiling soil dug up on or under the Easement Land or on or under Other Land.
 - (d) If the Landowner breaches the provisions of this Easement, the Easement Holder or any person employed, engaged or authorised in writing by the Easement Holder may do anything that is reasonably necessary to correct the breach (e.g. removing a Structure erected on the Easement Land in breach of the Easement).
- 4. Obligations of Landowner**
- (a) The Landowner must not without the prior written consent of the Easement Holder:
 - (i) carry out noxious and other weed control on the Easement Land unless it is carried out in accordance with manufacturer's instructions for use, applicable licence conditions and all Law;
 - (ii) kill or remove native vegetation on the Easement Land or ringbark, cut or remove any other timber, trees or vegetation (other than to create fire breaks or to carry out noxious and other weed control permitted by this Easement);
 - (iii) erect fences, electric wires and/or gates on the Easement Land (unless these are required for boundary structures or stock access or management) and once erected the Landowner must maintain such fences, electric wires and/or gates (and any fence or gate on the Easement Land as a consequence of the operation of clause 10) in working order and operate it in accordance with conditions of consent notified to the Landholder by the Easement Holder from time to time;
 - (iv) construct, alter or add to Structures (except fencing, electric wires or gates complying with clause 4(a)(iii)) on the Easement Land;
 - (v) store chemicals or fertiliser on the Easement Land;
 - (vi) pump or take water from the Easement Land unless the pumping or taking of water is carried out pursuant to an Authorisation or is permitted by Law and then only in accordance with sound industry practice;
 - (vii) cause disturbance of the Easement Land by quarrying, mining, excavating or taking sand or other materials from the Easement Land;
 - (viii) permit trail biking or access by vehicles on the Easement Land for a recreational pursuit;
 - (ix) set baits for feral animal control on the Easement Land;
 - (x) dump rubbish or allow the accumulation of rubbish on the Easement Land;
 - (xi) treat stock including dipping of stock and the open-spraying of stock on the Easement Land;
 - (xii) burn off vegetation on the Easement Land other than in accordance with an Authorisation or as permitted by Law;
 - (xiii) carry out any industrial activity on the Easement Land;
 - (xiv) operate intensive animal husbandry on the Easement Land;
 - (xv) carry out any other use on the Easement Land as determined by the Easement Holder and notified in writing to the Landowner to be inconsistent with the safe and efficient Operation of the Water Infrastructure and/or the maintenance of quality of water stored or to be stored on the Easement Land or in the Water Infrastructure;
 - (xvi) alter the ground level of the Easement Land from that existing as at the date this Easement is taken or change its topography;
 - (xvii) interfere with, damage or place at risk the Water Infrastructure on the Easement Land or interfere with anything that the Easement Holder stores or places or keeps on the Easement Land in accordance with this Easement;
 - (xviii) do anything that adversely affects the Easement Holder's exercise of rights under this Easement or any Infrastructure on the Easement Land;
 - (xix) interfere with or obstruct the Easement Holder, or any person employed, engaged or authorised in writing by the Easement Holder, in the exercise of rights under this Easement; and
 - (xx) grant any rights to any person in relation to the Easement Land to the extent the granting of those other rights will conflict with or interfere with or adversely affect the exercise of any of the Easement Holder's rights under this Easement.
 - (b) The Landowner must:
 - (i) exercise reasonable care to ensure that Water Infrastructure on the Easement Land is not damaged; and
 - (ii) allow the Easement Holder and all persons employed, engaged or authorised in writing by the Easement Holder to exercise the rights afforded to the Easement Holder under this Easement and if in the exercise of those rights any such persons need to pull down, remove or break open any Structure or fencing or gate then the Easement Holder and all persons employed, engaged or authorised in writing may effect such works causing as little damage as practicable in all the circumstances.

5. Landowner's Rights

Subject to the terms of this Easement, the Landowner may, on the Easement Land, in accordance with all Authorisations, Law and sound industry practice:

- (a) subject to clause 6, graze stock on a free range or call basis at low stocking density levels providing the Landowner:
 - (i) restricts stock access to water on the Easement Land or the Water Infrastructure to low stocking density levels;
 - (ii) restricts stock access to eroded areas by fencing stock off from eroded areas to allow successful revegetation;
- (b) manage and improve pasture;
- (c) carry out fertilising in accordance with manufacturer's instructions for use, applicable licence conditions and all Law;
- (d) carry out animal health treatment not otherwise contrary to the terms of this Easement; and
- (e) carry out any other use with the prior written consent of the Easement Holder which shall not be unreasonably withheld where the Landowner reasonably satisfies the Easement Holder that any other use is not likely to cause or contribute to:
 - (i) any adverse impact on the quality of water stored or to be stored in the Water Infrastructure or on the Easement Land;
 - (ii) damage to the Water Infrastructure or other property of the Easement Holder or other persons;
 - (iii) risk to public health or the environment; or
 - (iv) erosion where the erosion is likely to release sediment to water stored or to be stored in the Water Infrastructure or on the Easement Land.

6. Fencing and/or Related Work and Stock Grazing

For so long as the Landowner wishes to exercise the right under clause 5(a) to graze stock on the Easement Land as permitted by clause 5(a), the Easement Holder's right under clause 3(b)(ii) (to carry on and carry out, construct, alter, maintain, repair, renew or replace and/or place and keep on the Easement Land, Fencing and/or Related Work as permitted by clause 3(b)(ii)) must be exercised by the Easement Holder on the basis that either:

- (a) the Fencing and/or Related Work is not placed or kept on the Easement Land in such a manner as will totally prevent the stock accessing water on the Easement Land or in the Water Infrastructure; or
- (b) should the Fencing and/or Related Work be placed or kept on the Easement Land in such a manner as will totally prevent the stock accessing water on the Easement Land or in the Water Infrastructure, then for so long as the Fencing and/or Related Work placed or kept on the Easement Land has that effect, the Easement Holder must provide to the Landowner a water facility on the Easement Land (in a location selected by the Easement Holder) of sufficient size and capacity as will allow water storage sufficient to support drinking water for stock permitted to graze on the Easement Land in accordance with clause 5(a).

7. Indemnity

The Easement Holder indemnifies the Landowner against all actions, suits, proceedings, demands, claims, losses, damages, costs and expenses, excluding any indirect or consequential loss ("Claims") arising from:

- (a) any breach by the Easement Holder of the terms of the Easement; and
- (b) any act or omission of the Easement Holder in the exercise of its rights under the Easement;

except to the extent that any Claims are:

- (c) caused; or
 - (d) contributed to (but only to the extent of that contribution);
- by the act or omission of the Landowner or its officers, agents, contractors, subcontractors, tenants or licensees or by act of God, flood, storm or tempest.

8. Other persons for whom Landowner is responsible

The Landowner is responsible to do all reasonable acts and things in an effort to ensure that persons on the Easement Land or neighbouring land owned by the Landowner do not do or omit to do anything that will cause the Landowner to be in breach of this Easement.

9. Ownership of Infrastructure

The Easement Holder is the owner of the Water Infrastructure on the Easement Land, where that Infrastructure is constructed by or on behalf of or with the authority of the Easement Holder.

10. Fences

If the Easement Holder or a person employed, engaged or authorised in writing by the Easement Holder pulls down, removes or breaks open any fence or gate on the Easement Land (which the Easement Holder is authorised to do), the Easement Holder may (in its absolute discretion) either:

- (a) repair or reinstate the fencing or gate it has pulled down, removed or broken open; or
- (b) install a gate in place of that fencing (in whole or part);

to at least a standard reasonably equivalent to that of the fencing or gate before it was pulled down, removed or broken open.

The Easement Holder need do neither of (a) or (b) where the fence or gate pulled down, removed or broken existed contrary to the terms of this Easement.

11. Stamping and registering of Easement

The Easement Holder will pay all stamp duty and registration fees on this Easement.

12. Governing law

The laws of Queensland govern this document.

13. Severability

If a provision of this Easement is illegal or unenforceable it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this Easement.

14. GST

(a) Interpretation

- (i) Except where the context suggests otherwise, terms used in this clause have the meanings given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999* (as amended from time to time).
- (ii) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause.
- (iii) Any reference in this clause to GST payable by an entity includes any GST payable by the representative member of any GST group of which that entity is a member. Any reference in this clause to input tax credits to which an entity is entitled will include input tax credits to which the representative member of any GST group of which that entity is a member is entitled.

(b) Reimbursements and similar payments

Any payment or reimbursement required to be made under this Easement for a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

(c) GST payable

If GST is payable in relation to a supply made under or in connection with this Easement then:

- (i) any party ("**Recipient**") that is required to provide consideration to another party ("**Supplier**") for that supply must pay an additional amount to the Supplier equal to the amount of GST payable on the supply;
- (ii) the additional amount is payable at the same time as any of the consideration is to be first provided for the supply or, if later, after the Supplier provides a valid tax invoice to the Recipient.

(d) Variation

If the GST payable in relation to a supply made under or in connection with this Easement varies from the additional amount paid by the Recipient under clause 14(c) in relation to that supply then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this paragraph is deemed to be a payment, credit or refund of the additional amount payable under clause 14(c).

(SCHEDULE ENDS).

SCHEDULE 5

State Development and Public Works Organisation Act 1971 Rights and Obligations Under Easement

1 INTERPRETATION

1.1 In this Schedule:

"**Burdened Land**" means the land over which the Easement is taken.

"**Coordinator-General**" means The Coordinator-General, the corporation sole constituted under the *State Development and Public Works Organisation Act 1971* and where the context permits, the servants, agents, contractors, subcontractors and licensees of the Coordinator-General and other persons authorised by the Coordinator-General to exercise the Coordinator-General's rights under the Easement, and, where applicable, means the assignee or transferee of the Coordinator-General.

"**Easement**" means the easement proposed to be taken by the Coordinator-General pursuant to the Notice of Intention to Resume including but not limited to the terms and conditions contained in this Schedule.

"**Easement Area**" means that portion of the Burdened Land over which the Easement is to be obtained (and which is substantially identified in Schedule 3 of the Notice of Intention to Resume).

"**Infrastructure**" means infrastructure of any kind required for and/or incidental to the Project and without limitation includes infrastructure relating to the transportation, movement, transmission or flow of anything, including, for example, goods, material, substances, matter, particles with or without charge, light, energy, information and anything generated or produced.

"**Landowner**" means the person who is a registered owner of the Burdened Land from time to time.

"**Project**" means the Northern Pipeline Inter-connector as referred to in the *Water Regulation 2002*.

1.2 If the Landowner or the party having the benefit of the Easement consists of two or more persons at any time:

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

1.3 ~~A reference in the Easement to a person includes a reference to a body corporate (including a local government) and every other kind of legal person.~~

1.4 The Easement is intended to burden the land described in Schedule 1 and in accordance with the *State Development and Public Works Organisation Act 1971* and the process set out in section 6(2) of the *Acquisition of Land Act 1967*. The Coordinator-General is a public utility provider under the *Land Title Act 1994* and the *Land Act 1994*. The Easement may be registered as a public utility easement.

2 RIGHTS AND OBLIGATIONS OF COORDINATOR-GENERAL

2.1 The Coordinator-General may:

- (a) install, repair, maintain, remove, replace, clean, clear, add to and alter any Infrastructure on, in or through the Easement Area from time to time;
- (b) inspect or survey the Easement Area, or any Infrastructure on it, from time to time;
- (c) undertake mowing, slashing and vegetation (including without limitation timber, trees and crops) control or removal in relation to the Easement Area from time to time;
- (d) break open the soil of the Easement Area (both on the surface and subsurface) for the purpose of doing or getting ready to do any of the other things that the Coordinator-General can do under the Easement;
- (e) enter, exit and traverse by whatever means, and remain on (for so long as is necessary) the Easement Area for the purpose of doing or getting ready to do any of the things the Coordinator-General can do under the Easement;
- (f) pull down or break open any fencing on the Easement Area in order to enter or exit it but only after, except in the case of an emergency, giving reasonable prior notice to the Landowner if any livestock are contained within the fenced area;
- (g) take anything onto the Easement Area and use and operate what has been taken onto the Easement Area; and
- (h) do on the Easement Area anything which in the Coordinator-General's opinion is necessary or convenient for, or incidental to, exercising the Coordinator-General's rights under the Easement, including, as examples but without limitation:

- (1) stockpiling Infrastructure or items required for or relating to the installation, repair, maintenance, removal, replacement, cleaning, clearing, addition or alteration of Infrastructure;
- (2) stockpiling soil dug up on or from under the Easement Area; and
- (3) temporarily restricting access to the Easement Area or parts of it, by whatever means the Coordinator-General thinks fit including fencing off the Easement Area or parts of it, and doing other things to provide for the security of Infrastructure or persons or livestock, items referred to in subparagraph (1) or soil referred to in subparagraph (2).

2.2 The Coordinator-General shall have the right to authorise, permit or license other parties to use the Easement Area for all or any of the purposes as the Coordinator-General may do so under the Easement, and otherwise to exercise the same rights and powers as the Coordinator-General under the Easement subject to all the conditions and restrictions upon such rights as are set out in the Easement.

2.3 In exercising rights and powers under the Easement, the Coordinator-General and/or persons authorised, permitted or licensed from time to time by the Coordinator-General to use the Easement Area for the purposes of the Easement must:

- (a) ~~ensure that any work done on the Easement Area is done properly;~~

- (b) ~~cause as little inconvenience as is reasonably practicable to the Landowner;~~
- (c) restore the Easement Area as nearly as is reasonably practicable to its former condition if the Easement Area is damaged or changed by the work done on the Easement Area; and
- (d) comply with all applicable laws regarding occupational, health and safety in the undertaking of any work done on the Easement Area.

2.4 If the Landowner breaches the Easement, the Coordinator-General may do anything that is reasonably necessary to correct the breach (such as removing a structure erected on the Easement Area in breach of the Easement). Any action in rectifying such breach shall be taken without the Coordinator-General incurring any liability to the Landowner.

3 RIGHTS AND OBLIGATIONS OF LANDOWNER

3.1 The Landowner must:

- (a) not erect or permit to be erected any improvement, building, structure, pipeline, services, road, fence, driveway or paving on or through the Easement Area without the prior written consent of the Coordinator-General;
- (b) maintain and repair, and not change, any existing improvement, building, structure, pipeline, services, road, fence, driveway or paving on or through the Easement Area (other than the Infrastructure);
- (c) not alter the ground level of the Easement Area or change its topography or do anything to cause inundation of the Easement Area by water without the prior written consent of the Coordinator-General;
- (d) not plant trees on the Easement Area without the prior written consent of the Coordinator-General;
- (e) not crop, dig or plough the Easement Area or cause the lighting of fires on or adjacent the Easement Area without the prior written consent of the Coordinator-General;
- (f) exercise reasonable care to ensure that any Infrastructure on the Easement Area is not damaged;
- (g) not interfere with, damage or place at risk any Infrastructure on the Easement Area from time to time or interfere with anything that the Coordinator-General is storing or has placed on the Easement Area from time to time (including plant and equipment, stockpiles of soil dug up from or from under the Easement Area or any other stockpiles) without the prior written consent of the Coordinator-General;
- (h) not cause a nuisance that adversely affects the Coordinator-General's rights and powers under the Easement or any Infrastructure on the Easement Area from time to time, but if any nuisance is caused, then promptly abate such nuisance;
- (i) use the Landowner's best endeavours to prevent anyone else doing any of the things that the Landowner is required not to do under the Easement and not allow or authorise anyone else to do any of those things;
- (j) not interfere with or obstruct the Coordinator-General in the exercise or enjoyment of its rights and powers under the Easement; and
- (k) not grant any rights to any person in relation to the Easement Area to the extent the granting of those other rights could or will conflict or interfere with the Infrastructure or the exercise of any of the Coordinator-General's rights and powers under the Easement.

4 OTHER MATTERS

4.1 Ownership of Infrastructure

All Infrastructure and other things brought onto or installed on, in or through the Easement Area from time to time by the Coordinator-General will, as between the Landowner and the Coordinator-General, notwithstanding any affixation to the

~~Easement Area, remain the property of the Coordinator-General (unless otherwise assigned).~~

4.2 Fences

If the Coordinator-General pulls down or breaks open any fencing under the Easement:

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

4.3 Stamping and registering of Easement

The Coordinator-General must stamp (if required) and register the Easement and pay all duty and registration fees on the Easement.

4.5 Mining or petroleum tenement

The Landowner is to use their best endeavours to give the Coordinator-General a copy of any notification received by the Landowner in respect of any application for a mining or petroleum tenement under the *Mineral Resources Act 1989*, the *Petroleum Act 1923*, the *Petroleum and Gas (Production and Safety) Act 2004* or any similar or replacement legislation, in respect of land which includes all or any part of the Easement Area, within 7 days after the Landowner receives such notification.

4.6 Further assurances

The Landowner will execute every deed, instrument, assurance or other document and do all such things as may be necessary to secure the rights of the Coordinator-General conferred by the Easement as the Coordinator-General may reasonably require, including (without limitation) obtaining the consent of any person necessary and producing the title document for the Easement Area and executing all documents necessary to give effect to any proposed assignment, transfer, encumbrance or other dealing by the Coordinator-General in respect of the Easement Area.

5 NOTICE

5.1 General

Any notice, demand, certification, process or other communication given in relation to the Easement must be in writing in English and may be signed by an authorised officer or agent of the party giving the notice.

5.2 How to give a communication

A communication may be given by being:

- (a) personally delivered;
- (b) left at the party's current address for notices;
- (c) sent to the party's current address for notices by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail; or
- (d) sent by fax to the party's current fax number for notices.

5.3 Particulars for delivery of notices

The address and facsimile number of the Coordinator-General and Landowner is that specified below or that which a party specifies by written notice to the other party from time to time:

The Coordinator-General:

Address: The Coordinator-General
PO Box 15009
Brisbane City East QLD 40

Fax: (07) 3224 2978

Attention: Executive Director,
Land Acquisition,
Department of
Infrastructure and Planning

Landowner:**6 COORDINATOR-GENERAL'S CONSENT**

- (a) ~~Subject to clause 6(b), the Coordinator-General may conditionally or unconditionally give or withhold any consent to be given under the Easement and is not obliged to give reasons for doing so.~~
- (b) The Coordinator-General will not unreasonably refuse or withhold its consent to the Landowner:
- (i) maintaining any existing road across the Easement Area; and
 - (ii) subject to clause 6(c), erecting and maintaining any fence across the Easement Area if:
 - (A) each fence includes a lockable gate in a location agreed with the Coordinator-General; and
 - (B) the Landowner supplies a set of keys to the lockable gate to the Coordinator-General.
- (c) It will be reasonable for the Coordinator-General to refuse or withhold its consent if the actions of the Landowner are, in the Coordinator-General's opinion, likely to jeopardise the safety, security or operation of, or interfere with the Infrastructure or restrict the Coordinator-General's access or other rights under the Easement along or across the Easement Area.

7 SEVERABILITY

- (a) Subject to clause 7(b), if a provision of the Easement is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of the Easement.
- (b) Clause 7(a) does not apply if severing the provision materially alters the scope and nature of the Easement or the relative commercial or financial positions of the parties, or would be contrary to public policy.

8 INDEMNITY FOR LANDOWNER

The Coordinator-General indemnifies the Landowner including any successors in title to the Burdened Land, against all actions, suits, proceedings, demands, claims, losses, damages, costs and expenses, excluding any indirect or consequential loss ("Claims") arising from:

- (a) any breach by the Coordinator-General of the terms of the Easement; and
 - (b) any act or omission of the Coordinator-General in the exercise of its rights under the Easement;
- except to the extent that any Claims are:
- (c) caused; or
 - (d) contributed to (but only to the extent of that contribution), by the act or omission of the Landowner or its employees, ~~officers, agents or contractors.~~

(SCHEDULE ENDS).

ENDNOTES

1. Made by the Governor in Council on 6 March 2008.
2. Published in the Gazette on 7 March 2008.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Infrastructure and Planning.

Department of Justice and Attorney General
Brisbane, 7 March 2008

ASSOCIATIONS INCORPORATION ACT 1981

Notice is hereby given that pursuant to Section 94(a) of the *Associations Incorporation Act 1981*, the property of the former associations listed below is vested in the Public Trustee as at 8.00am, 10 March 2008.

Dated this 7 March 2008.

Peter Harten
DELEGATE OF THE CHIEF EXECUTIVE

Name of association**Former no.**

Atherton Squash Rackets Association Inc.	IA10019
Australian Conservation Foundation Gold Coast Inc.	IA12024
Australian Society for Education through the Arts Inc.	IA1907
Catholic Solo Parents Association Toowoomba Branch Inc.	IA9114
Clermont National Fitness Club - Gymnastics - Kindygyim Inc.	IA28381
Croydon Landcare Group Inc.	IA15425
Cultural Solidarity of Logan Inc.	IA30440
Emerald Basketball Association Incorporated	IA13272
Family 24/7 Inc.	IA32591
Laguna Kayak/Canoe Club Inc.	IA29363
Lotus Glen Pistol Club Inc.	IA15802
Maryborough - Hervey Bay Life Education Centre Inc.	IA16072
North Queensland Trail Horse Riders Club Inc.	IA2024
North West Queensland Life Education Association Inc.	IA13807
Project Challenge Incorporated	IA4682
Qld Otter Trawl Owners Association Inc.	IA17453
Queensland Dear Basketball Association Inc.	IA20839
Queensland Volunteer Mounted Search Organisation Inc.	IA18709
Salvadorean Association of North Queensland Inc.	IA16388
South Queensland Samoan Islands Residents & Students Association Inc.	IA18397
Sporting Shooters' Association of Australia (Greenvale & District Branch) Inc.	IA18843
St George Sports Club Inc.	IA183
Sunshine Coast and Redcliffe Leagues Junior Cricket Association Incorporated	IA19734
Tablelands Adult Literacy League Inc.	IA11671
The Lone Parent Club of Queensland Incorporated	IA5880
Vietnamese Professionals Society - Queensland Chapter Inc.	IA20146
Yorkeys Knob Sports Centre Incorporated	IA2550

*Classification of Films Act 1991***APPLICATION AS AN APPROVED ORGANISATION****Applicant:** Life Eternal Trust (Sahaja Yoga Meditation)**Requirements:** Section 56(2)

- (a) In its application submitted by the Life Eternal Trust (Sahaja Yoga Meditation), the applicant clearly demonstrates the primary purpose of the organisation is to:
- Help facilitate the teachings of Sahaja Yoga Meditation by its founder Mataji Nirmala Devi; and
 - Organise public programs, music events and participation in festivals where the general public can attend and learn meditation techniques free of charge.
- (b) It is clear the organisation intends to screen films for their cultural and educational value.
- (c) The applicant has become familiar with the film classification guidelines, and understands the criteria for the screening of films publicly.
- (d) The applicant also appears to have knowledge of the restrictions applying to the different classifications and will not screen films unsuitable for persons aged under 15 years.

The purpose of Part 7 of the Act is to allow organisations to show films subject to conditions. This enables films to be shown which may not otherwise be screened due to financial constraints, and the lack of a dedicated audience, particularly, those films depicting a certain artistic type.

The applicant satisfies the requirements demanded by the legislation, and there is nothing to suggest the applicant should not be approved as an Approved Organisation. Therefore, I consider the application approved and hereby do so.

Mark Zgrajewski
Films Classification Officer
03/03/2008

State Development and Public Works Organisation Act

1971

Acquisition of Land Act 1967

AMENDING TAKING OF LAND NOTICE (No. 6) 2008

Short title

1. This notice may be cited as the *Amending Taking of Land Notice (No. 6) 2008*.

Amendment of Land to be taken [s.11(1) of the Acquisition of Land Act 1967]

2. Paragraph 2 to the Taking of Land Notice (No. 8) 2007 dated 10 August 2007 and published in the Queensland Government Gazette No. 98 at page 1897 relating to the taking of easements by the Coordinator-General pursuant to the *State Development and Public Works Organisation Act 1971* for the purpose of works to be undertaken for the Cedar Grove Weir, is amended as described in the Schedule 1.

3. Paragraph 2 to the Taking of Land Notice (No.8) 2008 dated 23 May 2008 and published in the Queensland Government Gazette No. 23 at page 527 relating to the taking of easements by the Coordinator-General pursuant to the *State Development and Public Works Organisation Act 1971* for the purpose of works to be undertaken for the Cedar Grove Weir, is amended as described in the Schedule 2.

4. Schedule 2 to the Taking of Land Notice (No.1) 2008 dated 7 March 2008 and published in the Queensland Government Gazette No. 60 at page 1140 relating to the taking of easements by the Coordinator-General pursuant to the *State Development and Public Works Organisation Act 1971* for the purpose of works to be undertaken for the Cedar Grove Weir, is amended as described in the Schedule 3.

5. Schedule 1 to the Taking of Land Notice (No.3) 2008 dated 28 March 2008 and published in the Queensland Government Gazette No. 77 at page 1703 relating to the taking of easements by the Coordinator-General pursuant to the *State Development and Public Works Organisation Act 1971* for the purpose of works to be undertaken for the Cedar Grove Weir, is amended as described in the Schedule 4.

6. Schedule 1 to the Taking of Land Notice (No.8) 2008 dated 23 May 2008 and published in the Queensland Government Gazette No. 23 at page 527 relating to the taking of easements by the Coordinator-General pursuant to the *State Development and Public Works Organisation Act 1971* for the purpose of works to be undertaken for the Cedar Grove Weir, is amended as described in the Schedule 5.

7. Schedule 2 to the Taking of Land Notice (No.8) 2008 dated 23 May 2008 and published in the Queensland Government Gazette No. 23 at page 527 relating to the taking of easements by the Coordinator-General pursuant to the *State Development and Public Works Organisation Act 1971* for the purpose of works to be undertaken for the Cedar Grove Weir, is amended as described in the Schedule 6.

8. Paragraph 3 to the Taking of Land Notice (No. 9) 2008 dated 23 May 2008 and published in the Gazette No. 23 at page 535 relating to the taking of easements by The Coordinator-General pursuant to the *State Development and Public Works Organisation Act 1971* for the purpose of works to be undertaken for the Western Corridor Recycled Water Scheme, is amended as described in the Schedule 7.

(SCHEDULE ENDS).

SCHEDULE 1

Amend paragraph 2 of the Taking of Land Notice (No. 8) 2007 dated 10 August 2007 and published in the Queensland Government Gazette No. 98 at page 1897, as follows:

Omit - "Southern Regional Water Pipeline"

Insert - "Cedar Grove Weir"

(SCHEDULE ENDS).

SCHEDULE 2

Amend paragraph 2 of the Taking of Land Notice (No. 8) 2008 dated 23 May 2008 and published in the Queensland Government Gazette No. 23 at page 527, as follows:

Omit - "The Easements described in Schedule 1 are taken by The Coordinator-General pursuant to the *State Development and Public Works Organisation Act 1971* for the purpose of works to be undertaken for the Cedar Grove Weir, and vest in Queensland Water Infrastructure Pty Ltd ACN 119 634 427 on and from 23 May 2008."

~~Insert – “The Easements described in Schedules 1 and 2 are taken by The Coordinator-General pursuant to the State Development and Public Works Organisation Act 1971 for the purpose of works to be undertaken for the Cedar Grove Weir, and vest in Queensland Water Infrastructure Pty Ltd ACN 119 634 427 on and from 23 May 2008.”~~

(SCHEDULE ENDS).

SCHEDULE 3

~~Amend Schedule 2 to the Taking of Land Notice (No. 1) 2008 dated 7 March 2008 and published in the Queensland Government Gazette No. 60 at page 1140, as follows:~~

Omit – “An area of about 19 575 square metres being part of Lot 66 on Crown Plan W3123 contained in Title Reference 14604022 and shown on Plan 13075-6-1 dated 8/10/2007 held in the office of The Coordinator-General.”

Insert – “Easement AK & AL in Lot 66 on Crown Plan W3123 on SP209577 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 14604022.”

Omit – “An area of about 10 606 square metres being part of Lot 141 on CP S12748 contained in Title Reference 14604023 and shown on Plan 13075-6-1 dated 8/10/2007 held in the office of The Coordinator-General.”

Insert – “Easement AG in Lot 141 on S312748 on SP209573 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Stanley Parish of Maclean being part of the land contained in Title Reference 14604023.”

Omit – “An area of about 4 128 square metres being part of Lot 1 on Registered Plan 25779 contained in Title Reference 14604022 and shown on Plan 13075-6-1 dated 8/10/2007 held in the office of The Coordinator-General.”

Insert – “Easement AM in Lot 1 on RP25779 on SP209577 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of land contained in Title Reference 14604022.”

~~Omit – “An area of about 19 464 on SL11068 square metres being part of Lot 146 on Crown Plan SL11068~~

~~contained in Title Reference 16086188 and shown on Plan 13075-6-17 dated 31/10/2007 held in the office of The Coordinator-General.”~~

Insert – “Easement AF in Lot 146 on SP209572 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Stanley Parish of Maclean contained in Title Reference 16086188.”

Omit – “An area of about 4 128 square metres being part of Lot 2 on Registered Plan 25779 contained in Title Reference 14604022 and shown on Plan 13075-6-1 dated 8/10/2007 held in the office of The Coordinator-General.”

Insert – “Easement AN in Lot 2 on RP25779 on SP209577 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan contained in Title Reference 14604022.”

Omit – “An area of about 6 246 square metres being part of Lot 310 on Crown Plan S311660 contained in Title Reference 10536250 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General.”

Insert – “Easement AE in Lot 310 on S311660 on SP209571 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Stanley Parish of Maclean contained in Title Reference 10536250.”

Omit – “An area of about 17 699 square metres being part of Lot 3 on Registered Plan 25779 contained in Title Reference 11511078 and shown on Plan 13075-6-8 dated 16/10/2007 held in the office of The Coordinator-General.”

Insert – “Easement AR in Lot 3 on RP25779 on SP209579 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 11511078.”

~~✱~~ Omit – “An area of about 17 524 square metres being part of Lot 306 on Crown Plan S311476 contained in Title Reference 10482161 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General.”

~~✱~~ Insert – “Easement AD in Lot 306 on S311476 on SP209571 (being a plan to be registered in Queensland Land Registry, Department of Natural

Resources and Water), County of Stanley Parish of Maclean being part of the land contained in Title Reference 10482161."

~~Omit – "An area of about 10 727 square metres being part of Lot 153 on Crown Plan SL11068 contained in Title Reference 11569193 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General."~~

Insert – "Easement AC in Lot 153 on SL11068 on SP209569 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Stanley Parish of Maclean being part of the land contained in Title Reference 11569193."

Omit – "An area of about 28 936 square metres being part of Lot 4 on Registered Plan 25779 contained in Title Reference 11511078 and shown on Plan 13075-6-8 dated 16/10/2007 held in the office of The Coordinator-General."

Insert – "Easement AS in Lot 4 on RP25779 on SP209579 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 11511078."

Omit – "An area of about 69 181 square metres being part of Lot 156 on Crown Plan SL11068 contained in Title Reference 10252222 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General."

Insert – "Easement AB in Lot 156 on SL11068 on SP209569 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Stanley Parish of Maclean being part of the land contained in Title Reference 10252222."

Omit – "An area of about 4 670 square metres being part of Lot 5 on Registered Plan 25779 contained in Title Reference 11320101 and shown on Plan 13075-6-8 dated 16/10/2007 held in the office of The Coordinator-General."

Insert – "Easement AT in Lot 5 on RP25779 on SP209579 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 11320101."

~~Omit – "An area of about 5 398 square metres being part of Lot 157 on Crown Plan SL11068 contained in Title Reference 10252222 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General."~~

Insert – "Easement AA in Lot 157 on SL11068 on SP209570 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Stanley Parish of Undullah & Maclean being part of the land contained in Title Reference 10252222."

Omit – "An area of about 16 498 square metres being part of Lot 299 on Crown Plan S311316 contained in Title Reference 10556033 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General."

Insert – "Easement Z in Lot 299 on SL311316 on SP209570 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Stanley Parish of Undullah & Maclean being part of the land contained in Title Reference 10556033."

Omit – "An area of about 5 584 square metres being part of Lot 168 on Crown Plan SL11068 contained in Title Reference 10556032 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General."

Insert – "Easement Y in Lot 168 on SL11068 on SP209569 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Stanley Parish of Maclean being part of the land contained in Title Reference 10556032."

Omit – "An area of about 5 497 square metres being part of Lot 169 on Crown Plan SL11068 contained in Title Reference 13829085 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General."

Insert – "Easement X in Lot 169 on SL11068 on SP209570 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Stanley Parish of Undullah & Maclean being part of the land contained in Title Reference 13829085."

~~Omit – "An area of about 27 898 square metres being part of Lot 23 on Survey Plan 142997 contained in Title Reference 50378293 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General."~~

~~6-5 dated 30/10/2007 held in the office of The Coordinator-General."~~

~~Insert – "Easement W in Lot 23 on SP142997 on SP209570 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Stanley Parish of Undullah & Maclean being part of the land contained in Title Reference 50378293."~~

~~Omit – "An area of about 11 259 square metres being part of Lot 25 on Survey Plan 142997 contained in Title Reference 50378295 and shown on Plan 13075-6-5 dated 30/10/2007 held in the office of The Coordinator-General."~~

~~Insert – "Easement U in Lot 25 on SP142997 on SP209567 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Stanley Parish of Undullah being part of the land contained in Title Reference 50378295."~~

~~Omit – "An area of about 4 590 square metres being part of Lot 7 on Crown Plan S31536 contained in Title Reference 11874020 and shown on Plan 13075-6-4 dated 30/10/2007 held in the office of The Coordinator-General."~~

~~Insert – "Easement T in Lot 7 on S31536 on SP209565 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Stanley Parish of Undullah being part of the land contained in Title Reference 11874020."~~

~~Omit – "An area of about 5 315 square metres being part of Lot 6 on Crown Plan S31536 contained in Title Reference 11874019 and shown on Plan 13075-6-4 dated 30/10/2007 held in the office of The Coordinator-General."~~

~~Insert – "Easement R in Lot 6 on S31536 on SP209565 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Stanley Parish of Undullah being part of the land contained in Title Reference 11874019."~~

~~Omit – "An area of about 6 856 square metres being part of Lot 12 on Crown Plan S31468 contained in Title Reference 11504081 and shown on Plan 13075-6-4 dated 30/10/2007 held in the office of The Coordinator-General."~~

~~Insert – "Easements P & Q in Lot 12 on S31468 on SP209564 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Stanley Parish of Undullah being part of the land contained in Title Reference 11504081."~~

~~Omit – "An area of about 19 813 square metres being part of Lot 16 on Crown Plan W3120 contained in Title Reference 15384223 and shown on Plan 13075-6-8 dated 16/10/2007 held in the office of The Coordinator-General."~~

~~Insert – "Easement C in Lot 16 on W3120 on SP209560 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Teviot being part of the land contained in Title Reference 15384223."~~

~~Omit – "An area of about 11 036 square metres being part of Lot 17 on Crown Plan W3120 contained in Title Reference 15384223 and shown on Plan 13075-6-8 dated 16/10/2007 held in the office of The Coordinator-General."~~

~~Insert – "Easement B in Lot 17 on W3120 on SP209560 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Teviot being part of the land contained in Title Reference 15384223."~~

~~Omit – "An area of about 9 191 square metres being part of Lot 18 on Crown Plan W3120 contained in Title Reference 15384223 and shown on Plan 13075-6-8 dated 16/10/2007 held in the office of The Coordinator-General."~~

~~Insert – "Easement A in Lot 18 on W3120 on SP209560 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Teviot being part of the land contained in Title Reference 15384223."~~

~~Omit – "An area of about 3 139 square metres being part of Lot 1 on Registered Plan 193780 contained in Title Reference 16562162 and shown on Plan 13075-6-16 dated 25/10/2007 held in the office of The Coordinator-General."~~

~~Insert – "Easement BL in Lot 1 on RP193780 on SP209588 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of~~

~~Teviot being part of the land contained in Title Reference 16562162."~~

~~Omit – "An area of about 2 015 square metres being part of Lot 2 on Registered Plan 193780 contained in Title Reference 16562163 and shown on Plan 13075-6-16 dated 25/10/2007 held in the office of The Coordinator-General."~~

~~Insert – "Easement BK in Lot 2 on RP193780 on SP209588 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 16562163."~~

~~Omit – "An area of about 5 300 square metres being part of Lot 2 on Registered Plan 85989 contained in Title Reference 12986098 and shown on Plan 13075-6-7 dated 8/10/2007 held in the office of The Coordinator-General."~~

~~Insert – "Easement AY in Lot 2 on RP85989 on SP209581 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 12986098."~~

~~Omit – "An area of about 22 602 square metres being part of Lot 10 on Registered Plan 25779 contained in Title Reference 12497214 and shown on Plan 13075-6-7 dated 8/10/2007 held in the office of The Coordinator-General."~~

~~Insert – "Easement AZ in Lot 10 on RP25779 on SP209559 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan & Teviot being part of the land contained in Title Reference 12497214."~~

~~Omit – "An area of about 28 800 square metres being part of Lot 11 on Registered Plan 25779 contained in Title Reference 11381117 and shown on Plan 13075-6-7 dated 8/10/2007 held in the office of The Coordinator-General."~~

~~Insert – "Easement BA in Lot 11 on RP25779 on SP209559 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan & Teviot being part of the land contained in Title Reference 11381117."~~

~~Omit – "An area of about 12 646 square metres being part of Lot 12 on Registered Plan 25779 contained in Title Reference 16043205 and shown on Plan 13075-6-7 dated 8/10/2007 held in the office of The Coordinator-General."~~

~~Insert – "Easement BB in Lot 12 on RP25779 on SP209582 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 16043205."~~

~~Omit – "An area of about 6 904 square metres being part of Lot 13 on Registered Plan 25779 contained in Title Reference 11556203 and shown on Plan 13075-6-9 dated 8/10/2007 held in the office of The Coordinator-General."~~

~~Insert – "Easement BC in Lot 13 on RP25779 on SP209583 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 11556203."~~

~~Omit – "An area of about 5 692 square metres being part of Lot 14 on RP850622 contained in Title Reference 18416054 and shown on Plan 13075-6-10 dated 8/10/2007 held in the office of The Coordinator-General."~~

~~Insert – "Easement BD in Lot 14 on RP850622 on SP209584 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 18416054."~~

~~Omit – "An area of about 4 630 square metres being part of Lot 55 on Crown Plan W3123 contained in Title Reference 11948145 and shown on Plan 13075-6-11 dated 17/10/2007 held in the office of The Coordinator-General."~~

~~Insert – "Easement BE in Lot 55 on W3123 on SP209585 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 11948145."~~

~~Omit – "An area of about 11 292 square metres being part of Lot 54 on Crown Plan W3123 contained in Title Reference 50035028 and shown on Plan 13075-~~

~~6-11 dated 17/10/2007 held in the office of The Coordinator-General."~~

~~Insert – "Easement BF in Lot 54 on W3123 on SP209585 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 50035028."~~

~~Omit – "An area of about 11 246 square metres being part of Lot 53 on Crown Plan W3123 contained in Title Reference 50035029 and shown on Plan 13075-6-11 dated 17/10/2007 held in the office of The Coordinator-General."~~

~~Insert – "Easement BG in Lot 53 on W3123 on SP209585 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 50035029."~~

~~(SCHEDULE ENDS).~~

SCHEDULE 4

Amend Schedule 1 to the Taking of Land Notice (No.3) 2008 dated 28 March 2008 and published in the Queensland Government Gazette No. 77 at page 1703, as follow:

~~Omit – "An area of about 8 574 square metres being part of lot 20 on Crown Plan W3120 contained in Title Reference 15605008 and shown on Plan 13075-6-15 held in the office of The Coordinator-General."~~

~~Insert – "Easement BJ in Lot 20 on W3120 on SP209587 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Teviot being part of the land contained in Title Reference 15605008."~~

~~(SCHEDULE ENDS).~~

SCHEDULE 5

Amend Schedule 1 to the Taking of Land Notice (No.8) 2008 dated 23 May 2008 and published in the Queensland Government Gazette No. 23 at page 527, as follows:

~~Omit – "An area of about 9 275sqm being part of Lot 6 on RP25779 contained in Title Reference 15596218 and shown on Plan CGW018 held in the office of The Coordinator-General."~~

~~Insert – "Easements AU & AV in Lot 6 on RP25779 on SP209580 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 15596218."~~

~~Omit – "An area of about 28 048sqm being part of Lot 7 on RP25779 contained in Title Reference 15596218 and shown on Plan CGW019 held in the office of The Coordinator-General."~~

~~Insert – "Easement AW in Lot 7 on RP25779 on SP209580 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 15596218."~~

~~Omit – "An area of about 13 945sqm being part of Lot 8 on RP25779 contained in Title Reference 15596219 and shown on Plan CGW020 held in the office of The Coordinator-General."~~

~~Insert – "Easement AX in Lot 8 on RP25779 on SP209580 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan being part of the land contained in Title Reference 15596219."~~

~~Omit – "An area of about 2 993sqm being part of Lot 2 on CPW3120 contained in Title Reference 15162080 and shown on Plan CGW028 held in the office of The Coordinator-General."~~

~~Insert – "Easements H & J in Lot 2 on W3120 on SP209561 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Teviot being part of the land contained in Title Reference 15162080."~~

~~Omit – "An area of about 9 461 square metres being part of Lot 1 on RP48366 contained in Title Reference 11845031 and shown on Plan CGW029 held in the office of The Coordinator-General."~~

~~Insert – "Easement K in Lot 1 on RP48366 on SP209562 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Teviot being part of the land contained in Title Reference 11845031."~~

~~Omit - "An area of about 7 124sqm being part of Lot 3 on RP48366 contained in Title Reference 11845031 and shown on Plan CGW032 held in the office of The Coordinator-General."~~

~~Insert - "Easements M & N in Lot 3 on RP48366 on SP209562 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Teviot being part of the land contained in Title Reference 11845031."~~

~~Omit - "An area of about 9 540sqm being part of Lot 1 on CPW3120 contained in Title Reference 50273167 and shown on Plan CGW036 held in the office of The Coordinator-General."~~

~~Insert - "Easement G in Lot 1 on W3120 on SP209561 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Teviot being part of the land contained in Title Reference 50273167."~~

~~Omit - "An area of about 32 973sqm being part of Lot 13 on SP118637 contained in Title Reference 50273167 and shown on Plan CGW037 held in the office of The Coordinator-General."~~

~~Insert - "Easement F in Lot 13 on SP118637 on SP209561 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Teviot being part of the land contained in Title Reference 50273167."~~

~~Omit - "An area of about 48 040sqm being part of Lot 14 on CPW3120 contained in Title Reference 16529057 and shown on Plan CGW038 held in the office of The Coordinator-General."~~

~~Insert - "Easement E in Lot 14 on W3120 on SP209561 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Teviot being part of the land contained in Title Reference 16529057."~~

~~Omit - "An area of about 36 611sqm being part of Lot 15 on CPW3120 contained in Title Reference 16529057 and shown on Plan CGW039 held in the office of The Coordinator-General."~~

~~Insert - "Easement D in Lot 15 on W3120 on SP209559 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of~~

~~Logan & Teviot being part of the land contained in Title Reference 16529057."~~

(SCHEDULE ENDS).

SCHEDULE 6

~~Amend Schedule 2 to the Taking of Land Notice (No.8) 2008 dated 23 May 2008 and published in the Queensland Government Gazette No. 23 at page 527, as follows:~~

~~Omit - "An area of about 2 564 square metres being part of Lot 21 on CP W3120 contained in Title Reference 11550081 and shown on Plan CGW046 held in the office of The Coordinator-General."~~

~~Insert - "An area of 6 807 square metres being Easement BH in Lot 21 on W3120 on SP209586 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Teviot being part of the land contained in Title Reference 11550081."~~

(SCHEDULE ENDS).

SCHEDULE 7

~~Amend Paragraph 3 to the Taking of Land Notice (No. 9) 2008 dated 23 May 2008 and published in the Queensland Government Gazette No. 23 at page 535, as follows:~~

~~Omit - "The Easements described in Schedule 2 are taken by The Coordinator-General pursuant to the State Development and Public Works Organisation Act 1971 for the purpose of works to be undertaken for the Western Corridor Recycled Water Scheme, and vest in The Coordinator-General on and from 23 May 2008."~~

~~Insert - "The Easements described in Schedules 2 and 3 are taken by The Coordinator-General pursuant to the State Development and Public Works Organisation Act 1971 for the purpose of works to be undertaken for the Western Corridor Recycled Water Scheme, and vest in The Coordinator-General on and from 23 May 2008."~~

(SCHEDULE ENDS).

ENDNOTES

1. Made by the Governor in Council on 28 August 2008.
2. Published in the Gazette on 5 September 2008.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Infrastructure and Planning.