

Queensland Titles Registry Pty Ltd
 ABN 23 648 568 101

Title Reference:	51370117	Search Date:	26/03/2025 13:30
Date Title Created:	16/12/2024	Request No:	51345098
Previous Title:	11740149		

ESTATE AND LAND

Estate in Fee Simple

LOT 1 SURVEY PLAN 351245

REGISTERED OWNER

Dealing No: 723739451 11/12/2024

PIONEER FORTUNE PTY LTD A.C.N. 165 133 620

EASEMENTS, ENCUMBRANCES AND INTERESTS

- Rights and interests reserved to the Crown by
 Deed of Grant No. 10334162 (POR 26)
 Deed of Grant No. 10334164 (POR 3)
 Deed of Grant No. 10334165 (POR 2)
 Deed of Grant No. 10334168 (POR 25)
 Deed of Grant No. 11290169 (POR 67)
- CAVEAT No 723515154 05/09/2024 at 15:31
 MONARCH GLEN NO 1 PTY LTD A.C.N. 673 817 260
- MORTGAGE No 723515155 05/09/2024 at 15:31
 MONARCH GLEN NO 1 PTY LTD A.C.N. 673 817 260
- EASEMENT No 723739452 11/12/2024 at 12:55
 benefiting the land over
 EASEMENT F ON SP351245
- EASEMENT No 723739453 11/12/2024 at 12:55
 benefiting the land over
 EASEMENT E ON SP351245

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
711650257	VEG NOTICE VEGETATION MANAGEMENT ACT 1999	15/05/2008 15:19	CURRENT
712729435	VEG NOTICE VEGETATION MANAGEMENT ACT 1999	15/09/2009 11:24	CURRENT
722979366	VEG NOTICE VEGETATION MANAGEMENT ACT 1999	21/12/2023 15:16	CURRENT

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **



Department of Environment, Science and Innovation (DESI)
ABN 46 640 294 485
GPO Box 2454 Brisbane QLD 4001 AUSTRALIA
www.des.qld.gov.au

SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

Transaction ID: 51000472 EMR Site Id: 242856 26 March 2025
This response relates to a search request received for the site:
Lot: 1 Plan: SP351245

EMR RESULT

The above site IS included on the Environmental Management Register.

The site you have searched has been subdivided from the following site, which IS included on the EMR or the CLR.

Lot: 3 Plan: RP45236
Address: KAGARU (TEVIOT ROD) & WYATT
KAGARU 4285

The site has been subject to the following Notifiable Activity or Hazardous Contaminant.
LIVESTOCK DIP OR SPRAY RACE - operating a livestock dip or spray race facility.

For the majority of rural properties only a small area may be affected by the chemicals used in livestock dips and spray races. The Department of Environment, Science and Innovation may hold further information relating to the location of the dip site within this property.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

ADDITIONAL ADVICE

All search responses include particulars of land listed in the EMR/CLR when the search was generated.
The EMR/CLR does NOT include:-

1. land which is contaminated land (or a complete list of contamination) if DESI has not been notified
2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DESI has not been notified

If you have any queries in relation to this search please email emr.clr.registry@des.qld.gov.au

Administering Authority

Queensland Titles Registry Pty Ltd
 ABN 23 648 568 101

Title Reference:	51370118	Search Date:	26/03/2025 13:30
Date Title Created:	16/12/2024	Request No:	51345100
Previous Title:	11740149, 16958111, 51268118		

ESTATE AND LAND

Estate in Fee Simple

LOT 2 SURVEY PLAN 351245

REGISTERED OWNER

Dealing No: 723739451 11/12/2024

PIONEER FORTUNE PTY LTD A.C.N. 165 133 620

EASEMENTS, ENCUMBRANCES AND INTERESTS

- Rights and interests reserved to the Crown by
 Deed of Grant No. 10334162 (POR 26)
 Deed of Grant No. 10334164 (POR 3)
 Deed of Grant No. 10334165 (POR 2)
 Deed of Grant No. 10334167 (POR 28)
 Deed of Grant No. 10334168 (POR 25)
 Deed of Grant No. 10381155 (POR 17)
 Deed of Grant No. 11290169 (POR 67)
- EASEMENT IN GROSS No 721116656 23/09/2021 at 11:33
 burdening the land
 LOGAN CITY COUNCIL
 over
 EASEMENT A ON SP321410
- EASEMENT IN GROSS No 721116702 23/09/2021 at 11:39
 burdening the land
 LOGAN CITY COUNCIL
 over
 EASEMENT A ON SP315979
- EASEMENT IN GROSS No 721116704 23/09/2021 at 11:39
 burdening the land
 LOGAN CITY COUNCIL
 over
 EASEMENTS B, C AND D ON SP321411
- CAVEAT No 723515154 05/09/2024 at 15:31
 MONARCH GLEN NO 1 PTY LTD A.C.N. 673 817 260
- MORTGAGE No 723515155 05/09/2024 at 15:31
 MONARCH GLEN NO 1 PTY LTD A.C.N. 673 817 260
- EASEMENT No 723739452 11/12/2024 at 12:55
 benefiting the land over
 EASEMENT F ON SP351245
- EASEMENT No 723739453 11/12/2024 at 12:55
 burdening the land to
 LOT 1 ON SP351245 OVER
 EASEMENT E ON SP351245

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference: 51370118

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
711650257	VEG NOTICE VEGETATION MANAGEMENT ACT 1999	15/05/2008 15:19	CURRENT
712729435	VEG NOTICE VEGETATION MANAGEMENT ACT 1999	15/09/2009 11:24	CURRENT
722979366	VEG NOTICE VEGETATION MANAGEMENT ACT 1999	21/12/2023 15:16	CURRENT

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **



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SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

Transaction ID: 51000471 EMR Site Id: 26 March 2025
This response relates to a search request received for the site:
Lot: 2 Plan: SP315245

EMR RESULT

The above site is NOT included on the Environmental Management Register.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

ADDITIONAL ADVICE

All search responses include particulars of land listed in the EMR/CLR when the search was generated.
The EMR/CLR does NOT include:-

1. land which is contaminated land (or a complete list of contamination) if DESI has not been notified
2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DESI has not been notified

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Administering Authority

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	51370119	Search Date:	26/03/2025 13:30
Date Title Created:	16/12/2024	Request No:	51345101
Previous Title:	16958111, 51268118		

ESTATE AND LAND

Estate in Fee Simple

LOT 3 SURVEY PLAN 351245

REGISTERED OWNER

Dealing No: 723739451 11/12/2024

PIONEER FORTUNE PTY LTD A.C.N. 165 133 620

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10334167 (POR 28)
Deed of Grant No. 10381155 (POR 17)
2. EASEMENT IN GROSS No 721116704 23/09/2021 at 11:39
burdening the land
LOGAN CITY COUNCIL
over
EASEMENT D ON SP321411
3. CAVEAT No 723515154 05/09/2024 at 15:31
MONARCH GLEN NO 1 PTY LTD A.C.N. 673 817 260
4. MORTGAGE No 723515155 05/09/2024 at 15:31
MONARCH GLEN NO 1 PTY LTD A.C.N. 673 817 260
5. EASEMENT No 723739452 11/12/2024 at 12:55
burdening the land to
LOTS 1 AND 2 ON SP351245 OVER
EASEMENT F ON SP351245

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
711650257	VEG NOTICE VEGETATION MANAGEMENT ACT 1999	15/05/2008 15:19	CURRENT

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **



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ABN 46 640 294 485
GPO Box 2454 Brisbane QLD 4001 AUSTRALIA
www.des.qld.gov.au

SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

Transaction ID: 51000474 AMA/AN Id: 106863 26 March 2025
This response relates to a search request received for the site:
Lot: 3 Plan: SP351245

EMR RESULT

The above site is NOT included on the Environmental Management Register.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

ADDITIONAL ADVICE

All search responses include particulars of land listed in the EMR/CLR when the search was generated.
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2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DESI has not been notified

.

If you have any queries in relation to this search please email emr.clr.registry@des.qld.gov.au

Administering Authority

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	51268119	Search Date:	18/04/2024 16:00
Date Title Created:	12/11/2021	Request No:	47754758
Previous Title:	11873055		

ESTATE AND LAND

Estate in Fee Simple

LOT 800 SURVEY PLAN 321411

Local Government: LOGAN

REGISTERED OWNER

Dealing No: 721116705 23/09/2021

LOGAN CITY COUNCIL

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10381155 (POR 17)

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

** End of Current Title Search **



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www.des.qld.gov.au

SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

Transaction ID: 50973984 AMA/AN Id: 95309 15 November 2024
This response relates to a search request received for the site:
Lot: 800 Plan: SP321411

EMR RESULT

The above site is NOT included on the Environmental Management Register.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

ADDITIONAL ADVICE

All search responses include particulars of land listed in the EMR/CLR when the search was generated.
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2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DESI has not been notified

.
If you have any queries in relation to this search please email emr.clr.registry@des.qld.gov.au

Administering Authority

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	51291207	Search Date:	31/07/2024 15:10
Date Title Created:	08/08/2022	Request No:	48844697
Previous Title:	51256256		

ESTATE AND LAND

Estate in Fee Simple

LOT 907 SURVEY PLAN 332140
Local Government: LOGAN

REGISTERED OWNER

Dealing No: 721800871 29/06/2022
PEET FLAGSTONE CITY PTY LTD A.C.N. 151 187 594

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10334162 (POR 26)
Deed of Grant No. 10873075 (POR 24)
Deed of Grant No. 11812156 (POR 42)
2. EASEMENT IN GROSS No 717639066 10/11/2016 at 16:01
burdening the land
ENERGEX LIMITED A.C.N. 078 849 055
over
EASEMENTS EA AND EB ON SP290305
3. EASEMENT IN GROSS No 718162786 19/07/2017 at 15:31
BURDENING THE LAND
ENERGEX LIMITED A.C.N. 078 849 055
OVER
EASEMENT EE ON SP296725
4. EASEMENT IN GROSS No 718377452 03/11/2017 at 15:38
burdening the land
LOGAN CITY COUNCIL
over
EASEMENT BB ON SP297757
5. EASEMENT IN GROSS No 719213390 16/01/2019 at 15:06
burdening the land
LOGAN CITY COUNCIL
over
EASEMENTS EF AND EG ON SP307949
6. EASEMENT IN GROSS No 719381373 30/04/2019 at 12:01
burdening the land
LOGAN CITY COUNCIL
over
EASEMENT EQ ON SP311393
7. EASEMENT IN GROSS No 719381392 30/04/2019 at 12:04
burdening the land
LOGAN CITY COUNCIL
over
EASEMENTS ER AND ES ON SP311394

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference: 51291207

EASEMENTS, ENCUMBRANCES AND INTERESTS (Continued)

8. LEASE No 721629113 20/04/2022 at 08:32
THE STATE OF QUEENSLAND
(REPRESENTED BY DEPARTMENT OF TOURISM, INNOVATION AND SPORT)
OF LEASE AA ON SP323632
TERM: 21/08/2021 TO 20/08/2031 OPTION NIL
9. SUB LEASE No 721629125 20/04/2022 at 08:40
LEASE: 721629113
PEET FLAGSTONE CITY PTY LTD A.C.N. 151 187 594
OF LEASE AA ON SP323636
TERM: 21/08/2021 TO 20/07/2031 OPTION NIL
10. MORTGAGE No 722151745 05/12/2022 at 12:38
ANZ FIDUCIARY SERVICES PTY LTD A.C.N. 100 709 493

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
711464446	VEG NOTICE VEGETATION MANAGEMENT ACT 1999	28/02/2008 14:15	CURRENT
712298369	VEG NOTICE VEGETATION MANAGEMENT ACT 1999	24/03/2009 12:49	CURRENT
713408551	VEG NOTICE VEGETATION MANAGEMENT ACT 1999	16/08/2010 10:16	CURRENT

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **



Department of Environment and Science (DES)
ABN 46 640 294 485
400 George St Brisbane, Queensland 4000
GPO Box 2454 Brisbane QLD 4001 AUSTRALIA
www.des.qld.gov.au

SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

Transaction ID: 50876088 AMA/AN Id: 78081 03 August 2023
This response relates to a search request received for the site:
Lot: 907 Plan: SP281066

EMR RESULT

The above site is NOT included on the Environmental Management Register.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

ADDITIONAL ADVICE

All search responses include particulars of land listed in the EMR/CLR when the search was generated.
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2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DES has not been notified

.

If you have any queries in relation to this search please email emr.clr.registry@des.qld.gov.au

Administering Authority

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	51291209	Search Date:	31/07/2024 15:11
Date Title Created:	08/08/2022	Request No:	48844698
Previous Title:	51216411		

ESTATE AND LAND

Estate in Fee Simple

LOT 50050 SURVEY PLAN 332140
Local Government: LOGAN

REGISTERED OWNER

Dealing No: 721800871 29/06/2022

PEET FLAGSTONE CITY PTY LTD A.C.N. 151 187 594

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10334162 (POR 26)
2. EASEMENT No 721800872 29/06/2022 at 16:28
burdening the land to
LOT 30013 ON SP332140
OVER EASEMENT A ON SP332140
3. MORTGAGE No 722151745 05/12/2022 at 12:38
ANZ FIDUCIARY SERVICES PTY LTD A.C.N. 100 709 493

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
711464446	VEG NOTICE VEGETATION MANAGEMENT ACT 1999	28/02/2008 14:15	CURRENT
712298369	VEG NOTICE VEGETATION MANAGEMENT ACT 1999	24/03/2009 12:49	CURRENT
713408554	VEG NOTICE VEGETATION MANAGEMENT ACT 1999	16/08/2010 10:17	CURRENT

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **



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ABN 46 640 294 485
GPO Box 2454 Brisbane QLD 4001 AUSTRALIA
www.des.qld.gov.au

SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

Transaction ID: 50950713 EMR Site Id: 31 July 2024
This response relates to a search request received for the site:
Lot: 50050 Plan: SP332140

EMR RESULT

The above site is NOT included on the Environmental Management Register.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

ADDITIONAL ADVICE

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2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DESI has not been notified

If you have any queries in relation to this search please email emr.clr.registry@des.qld.gov.au

Administering Authority

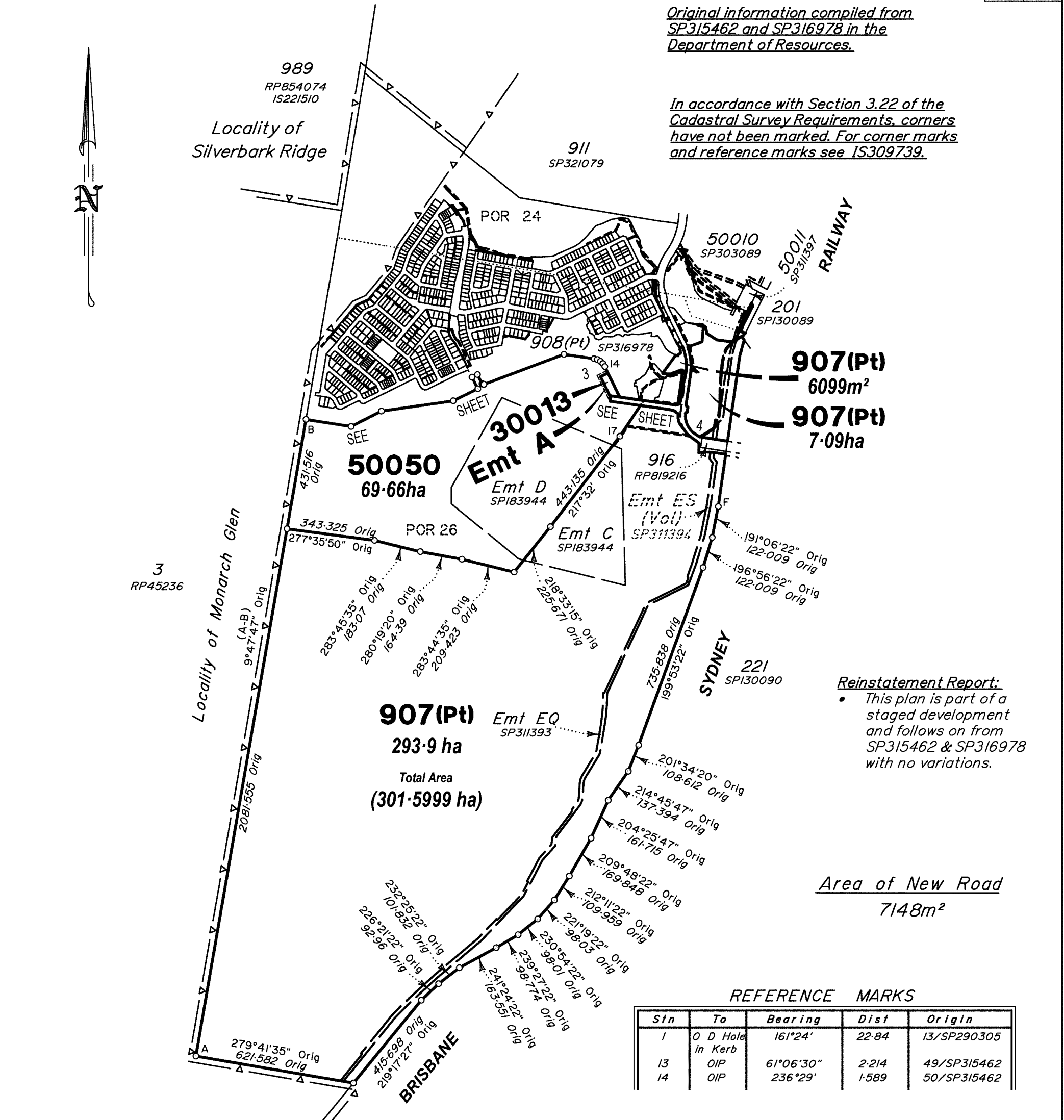
Land Title Act 1994 ; Land Act 1994
Form 21 Version 4

SURVEY PLAN

Sheet 1 of 8

Original information compiled from
SP315462 and SP316978 in the
Department of Resources.

In accordance with Section 3.22 of the
Cadastral Survey Requirements, corners
have not been marked. For corner marks
and reference marks see IS309739.



Reinstatement Report:
• This plan is part of a staged development and follows on from SP315462 & SP316978 with no variations.

Area of New Road
7148m²

REFERENCE MARKS

Stn	To	Bearing	Dist	Origin
1	O D Hole in Kerb	161°24'	22.84	13/SP290305
13	OIP	61°06'30"	2.214	49/SP315462
14	OIP	236°29'	1.589	50/SP315462

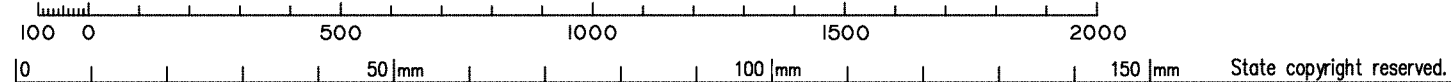
MGA COORDINATES GDA-94

STATION	EAST	NORTH	ZONE	PU	LINEAGE	METHOD	REMARKS
PM203357	494255.723	6924639.271	56	0-016	Datum		
PM196251	493803.840	6922978.921	56	0-016	Datum		

PERMANENT MARKS

PM	Number	Bearing	Distance	Origin
4 - OPM	196251	216°23'55"	1520.575	20/IS265974
14 - OPM	203357	323°34'05"	235.447	92/IS221510

Scale 1:15000 Lengths are in Metres



VERIS AUSTRALIA PTY LTD (ACN 615 735 727) hereby certify that the land comprised in this plan was surveyed by the corporation, by Darcy William Crompton EDWARDS, Registered Surveyor, for whose work the corporation accepts responsibility, under the supervision of Peter John SIPPEL, Cadastral Surveyor, and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 28/03/2022.

P.J. Sippe
Delegate
7/04/2022
Date

Plan of Lots 907, 30013 & 50050
and Emt A in Lot 50050

Cancelling Lot 30008 on SP315462 & Lot 907 on SP316978

LOCAL GOVERNMENT: Logan City Council LOCALITY: Flagstone

Meridian: MGA Zone 56 vide SP316978 Survey Records: Yes

Scale: 1:15000

Format: STANDARD

SP332140

Land Title Act 1994; Land Act 1994
Form 21B Version 2

721800871

EL 400 \$735.00
29/06/2022 16:28:27

(Dealing No.)

WARNING : Folded or Mutilated Plans will not be accepted.
Plans may be rolled.
Information may not be placed in the outer margins.

Sheet
2of
8

4. Lodged by

(Include address, phone number, email, reference, and Lodger Code)

1. Existing

Created

Title Reference	Description	New Lots	Road	Secondary Interests
51256256 51216411	Lot 907 on SP316978 Lot 30008 on SP315462	907 30013 & 50050	New Raod New Road	— Emt A

ENCUMBRANCE EASEMENT ALLOCATIONS

Easement	Lots to be Encumbered
709924647 (Emt B on SP183944)	907
709924650 (Emt C on SP183944)	907
709924656 (Emt D on SP183944)	50050
717639066 (Emt EA on SP290305)	907
717639066 (Emt EB on SP290305)	907
718162786 (Emt EE on SP296725)	907
718377452 (Emt BB on SP297757)	907
719213390 (Emt EF on SP307949)	907
719213390 (Emt EG on SP307949)	907
719381373 (Emt EQ on SP311393)	907
719381392 (Emt ER on SP311394)	907
719381392 (Emt ES on SP311394)	907

Easement EA on SP290305 is partially absorbed by new road.
Easement EG on SP307949 is partially absorbed by new road.
Easement EI on SP307949 is partially absorbed by new road.
Easement EM on SP307980 is fully absorbed by new road.
Easement EU on SP315462 is fully absorbed by new road.

EXISTING ADMINISTRATIVE ADVICE ALLOCATIONS

Administrative Advice	Lots to be Encumbered
711464446	907, 30013, 50050
712298369	907, 30013, 50050
713408551	907
713408554	30013, 50050

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
720475791	907, 30013, 50050	-

907

30013 & 50050

Pors. 24 & 42
Parish of Maclean
and Por. 26
Parish of Undullah

Por. 26
Parish of Undullah

Lots

Orig

2. Orig Grant Allocation:

3. References :
Dept File :
Local Govt :
Surveyor : 430109-16001 Survey Advice 2015-0806

5. Passed & Endorsed :
By : Veris Australia Pty Ltd
Date :7/04/2022
Signed : P. J. Apple
Designation : Delegate

6. Building Format Plans only.

I certify that :
* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;
* Part of the building shown on this plan encroaches onto adjoining * lots and road
Cadastral Surveyor/Delegate * Date
* delete words not required

7. Lodgement Fees :
Survey Deposit \$
Lodgement \$
..... New Titles \$
Photocopy \$
Postage \$
TOTAL \$
8. Insert Plan Number SP332140

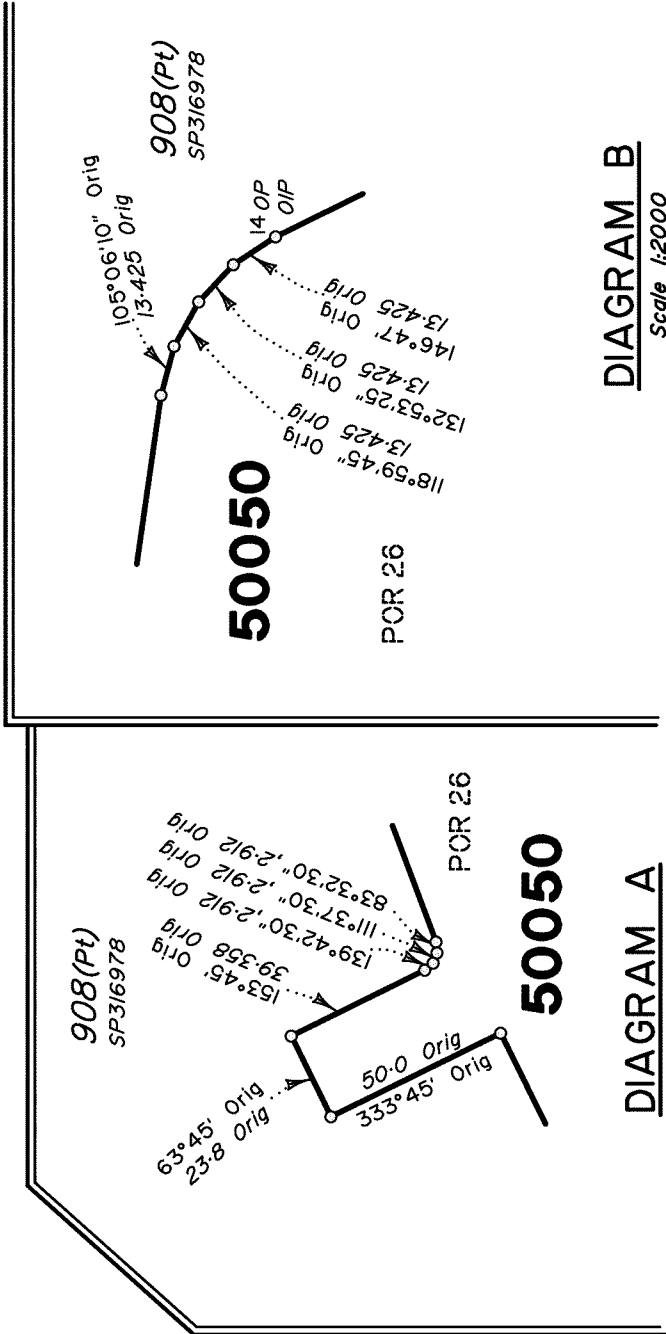
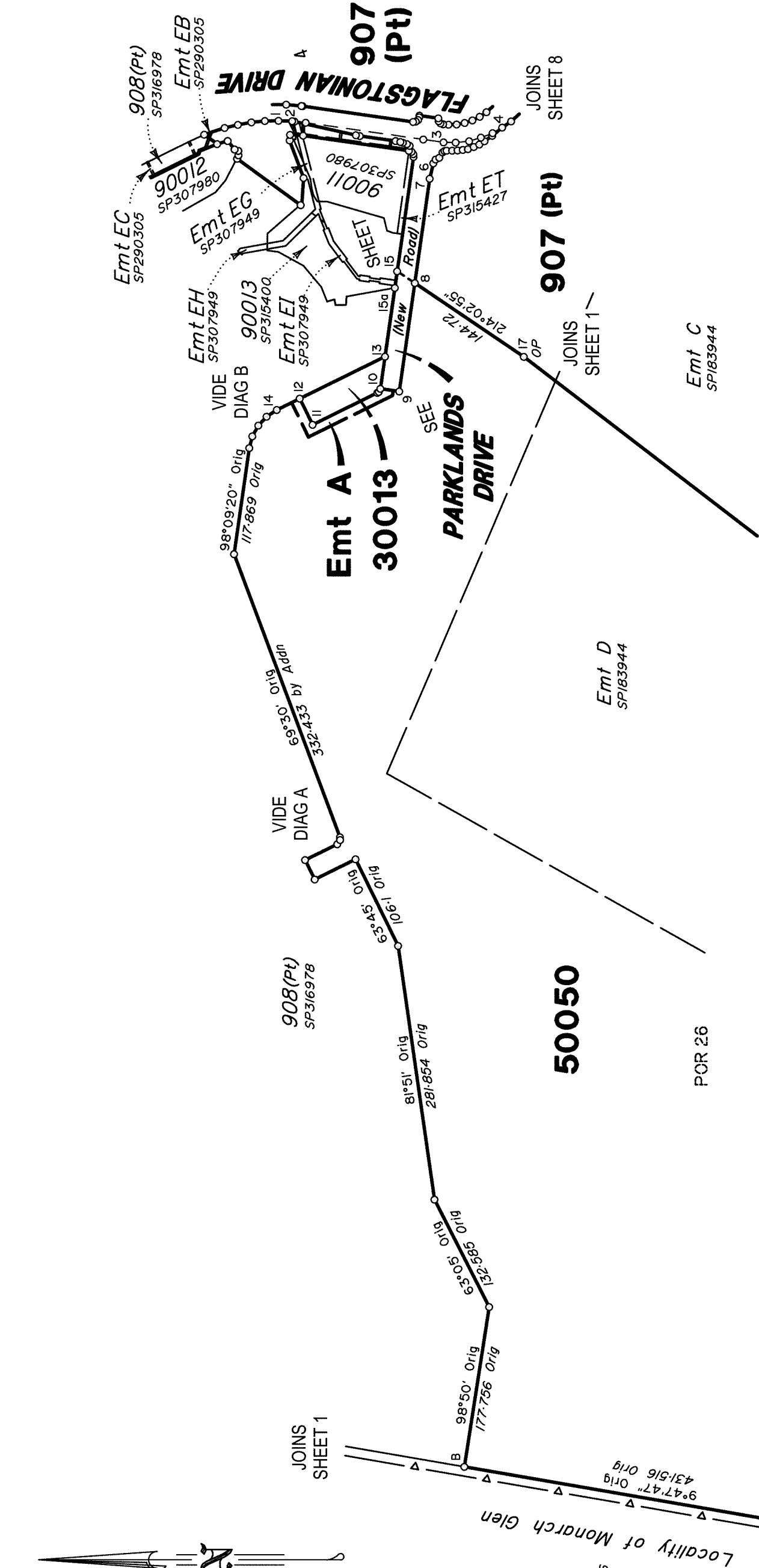
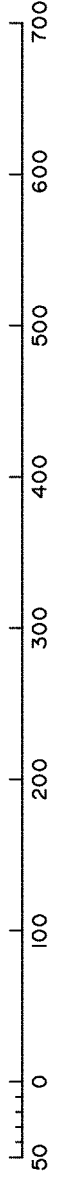


DIAGRAM B
Scale 1:2000

DIAGRAM A
Scale 1:2000

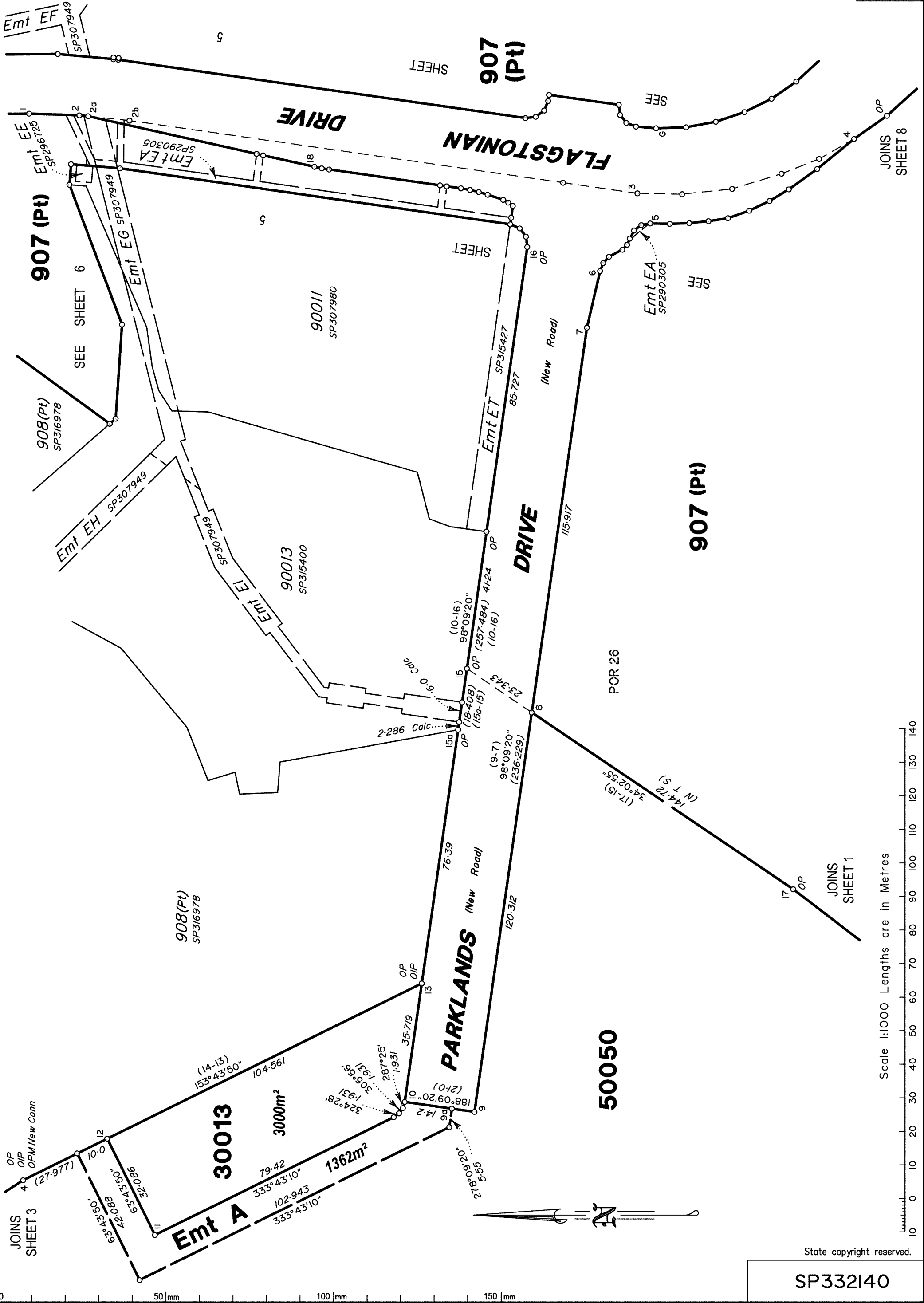
Scale 1:5000 Lengths are in Metres

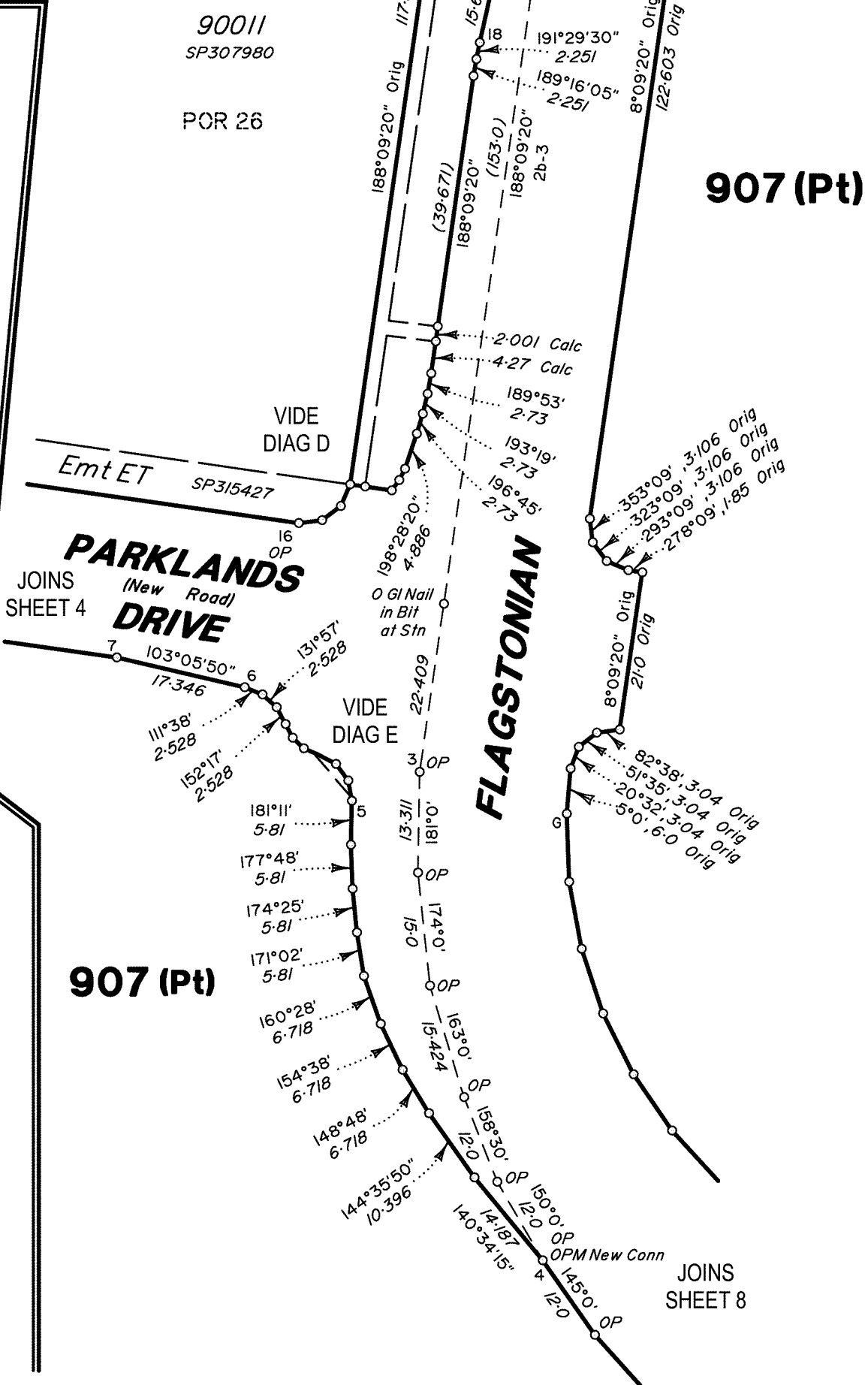
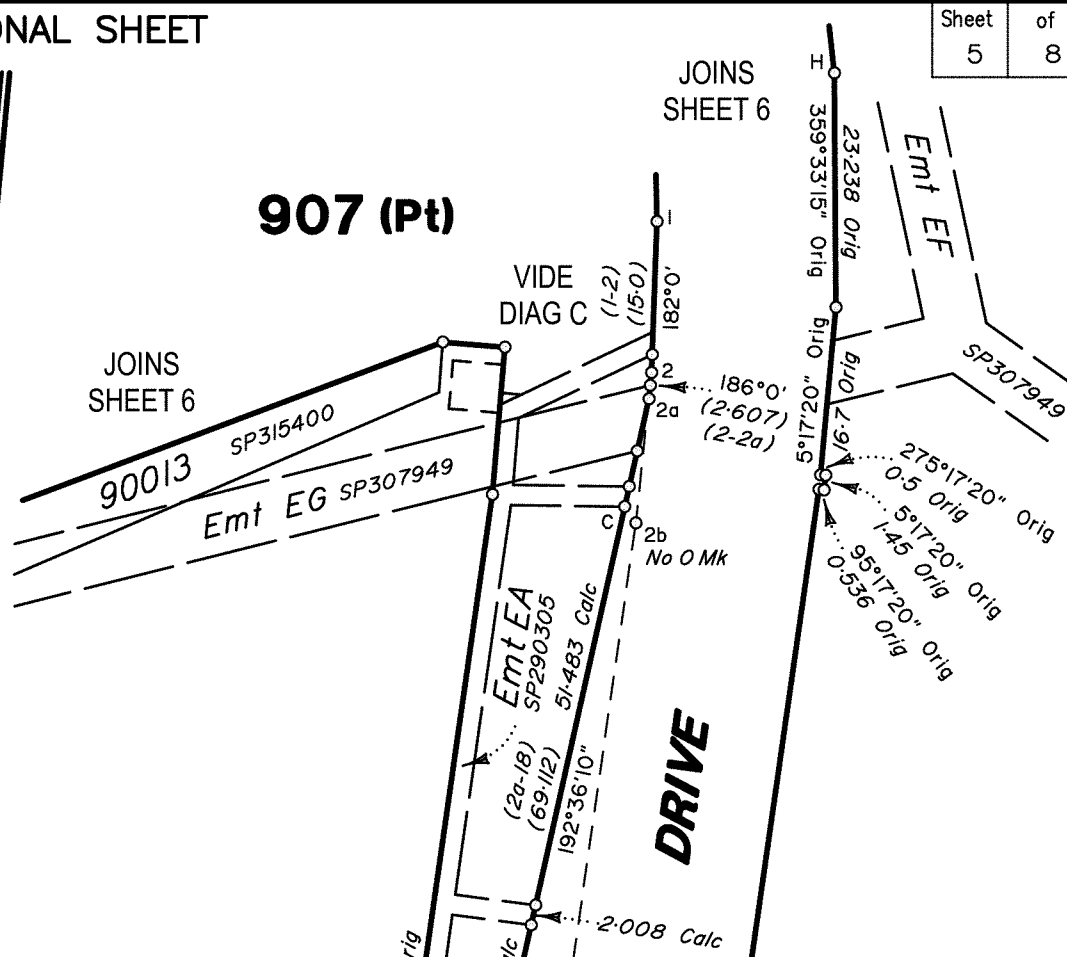


State copyright reserved.

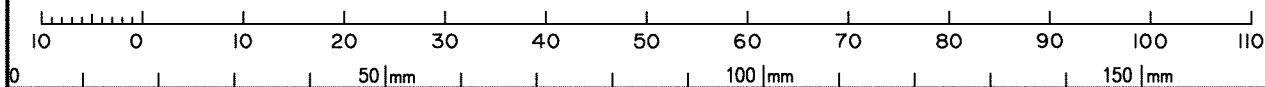
SP332140

430109-16001

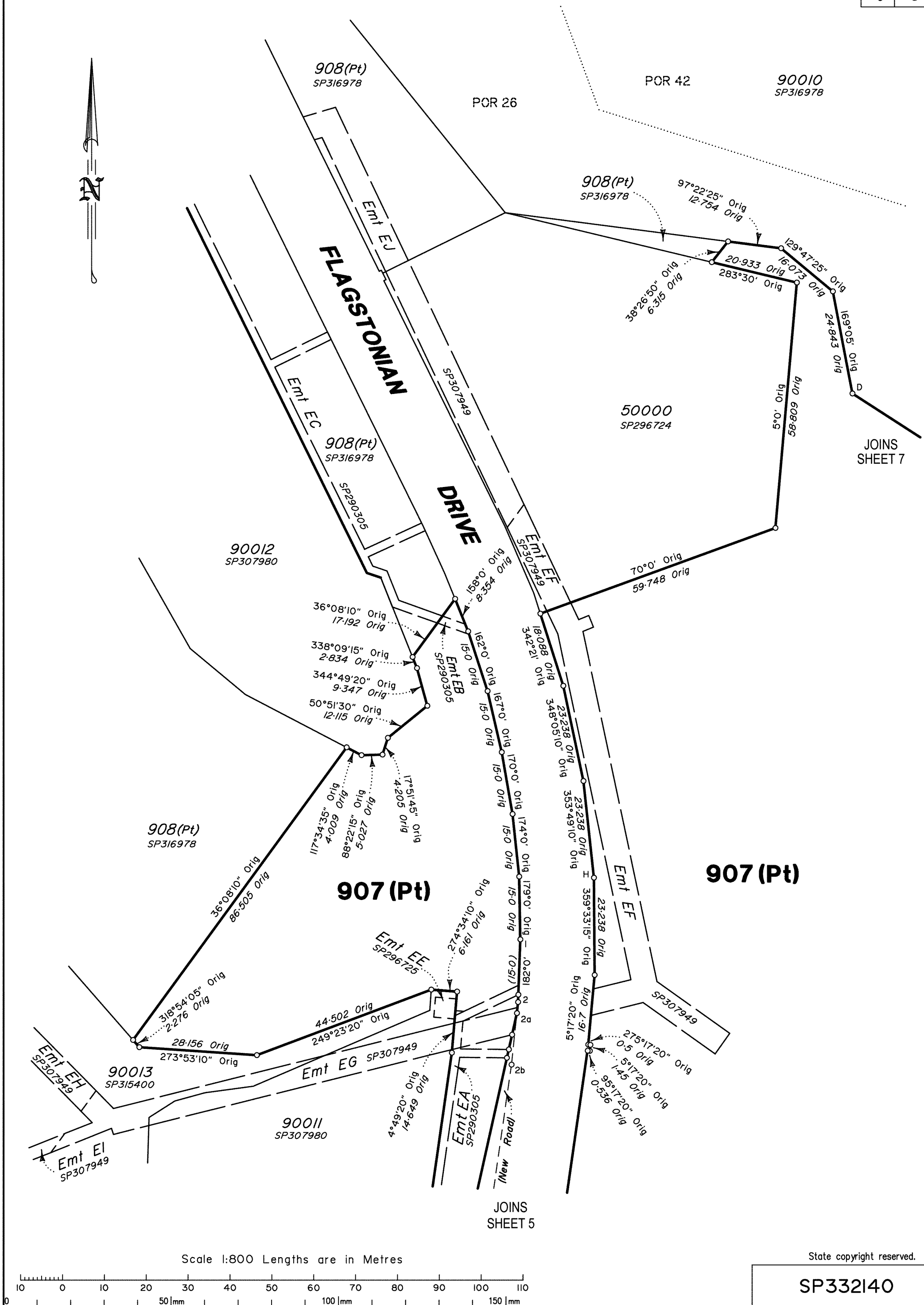


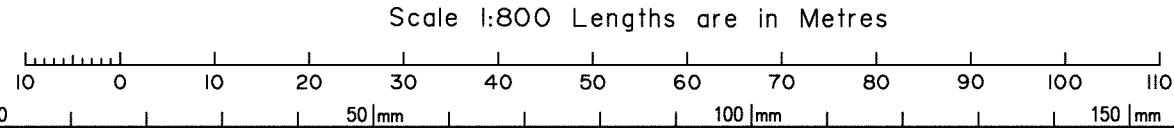
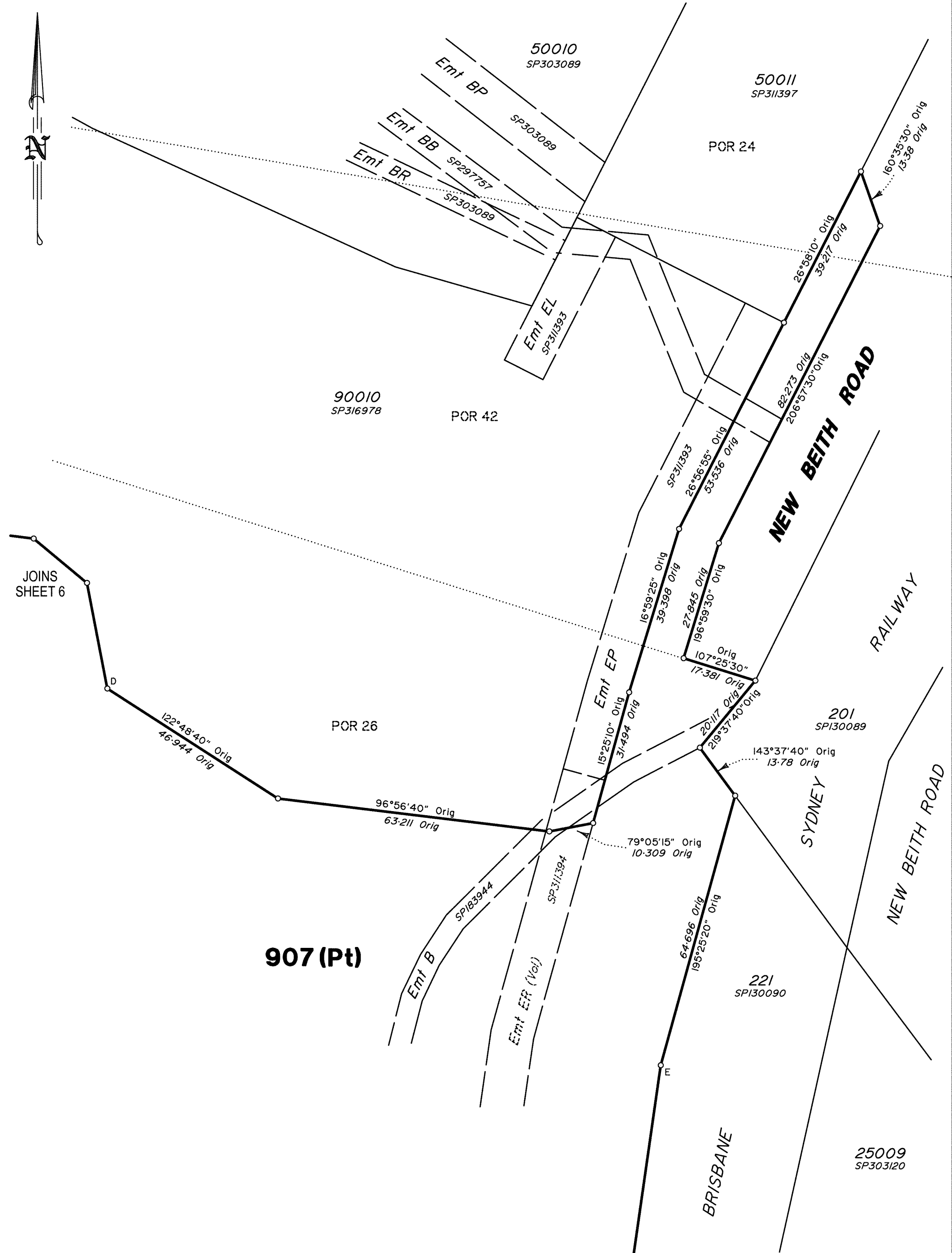


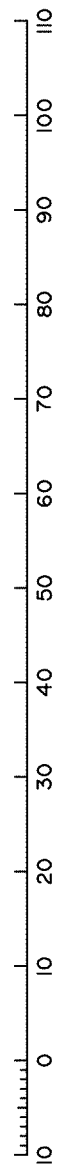
SP332140



430109-16001







721116655

Dealing Number

EL 403 \$423.00

23/09/2021 11:33:59

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.

Print one-sided only

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

LOGAN CITY COUNCIL

PO BOX 3226

LOGAN CITY DC QLD 4114

(07) 3412 3412

projectacquisitions@logan.qld.gov.au

Lodger

Code

BH3226

1. Plan Number

SP 321410

Title References

1174 0149

2. No of New Lots

0

No of Public Use Lots

No of Secondary Interests (e.g. Easements)

1

3. Directive Worksheet

DEPARTMENTAL OFFICE USE ONLY	LOTS	Standard	Volumetric
Encumbrances:		Building Format	Crown
		Standard with Common Property	Explanatory
		QLD Globe	CTS Name check
		Survey Certificate	Building Format Item 6 completed
		Barcode Label	Development Approval date
		Format of Plan	Dealing Notes
		Form 18 Mortgagee Consent	Form 10
		Form 18A Registered Owner	Ambulatory Boundary
		Form 18B Planning Body Approval	Email Surveyor / Survey Group
		All sheets lodged	CISP lodgement
		Fees checked	Data entry
		Allocations checked	New Title directives
		Public Use Land	
		Park	Access YES/NO
		Road	YES/NO
No of NEW TITLES			
Secondary Interests			
Associated Dealings:			



721116655

EL 403 \$423.00
23/09/2021 11:33:59

(Dealing No.)

WARNING : Folded or Mutilated Plans will not be accepted.

Plans may be rolled.

Information may not be placed in the outer margins.

Sheet
2 of
2

5. Lodged by

BH3226

(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

I/We ~~PIONEER FORTUNE PTY LTD A.C.N 165 133 620~~

*Logan City Council as
constructing authority*

(Names in full)

* as Registered Owners of this land agree to this plan ~~and dedicate the Public Use
Land as shown hereon~~ in accordance with Section 50 of the Land Title Act 1994.

* as Lessees of this land agree to this plan:

Darryl Reilly

Signature of *Registered Owners *Lessees

*Logan City Council by its
duly authorised delegate
Darryl Reilly, Acting Director,
Road + Water Infrastructure*

* Rule out whichever is inapplicable

2. Planning Body Approval.

*

hereby approves this plan in accordance with the :

%

*This plan is for a purpose set out in
Schedule 1 of the Acquisition of Land
Act 1967 and is therefore exempt from
local government approval under
regulation 69 and schedules 18 and
24 of the Planning Regulation 2017.*

Dated this day of

#

#

* Insert the name of the Planning Body.

Insert designation of signatory or delegation

% Insert applicable approving legislation.

3. Plans with Community Management Statement :

CMS Number :

Name :

4. References :

Dept File :

Local Govt :

Surveyor : 16413-001

6. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
11740149	Lot 3 on RP45236	-	-	Emt A

NIR 718927851 is satisfied so far as it relates to Lot 3 on RP45236

9. Building Format Plans only.

I certify that :

- * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;
- * Part of the building shown on this plan encroaches onto adjoining * lots and road

Cadastral Surveyor/Director * Date

* delete words not required

10. Lodgement Fees :

Survey Deposit	\$
Lodgement	\$
..... New Titles	\$
Photocopy	\$
Postage	\$
TOTAL	\$

11. Insert
Plan
Number

SP321410

7. Orig Grant Allocation :

8. Passed & Endorsed :

By : ANDREWS & HANSEN PTY LTD
ACN 010 742 784
Date : 10/9/2020
Signed : *[Signature]*
Designation : Cadastral Surveyor

QUEENSLAND LAND REGISTRY
Land Title Act 1994 and Land Act 1994

EASEMENT

FORM 9 Version 4

Page 1 of 12

721800872


...ing Number

EL 600 \$197.00

29/06/2022 16:28:27

ICE USE ONLY

...rised by the Land Title Act 1994 and the
...in the publicly searchable registers in
the land registry. For more information about privacy in NR&W see the
department's website.

Duty Imprint
Client No: 1051837 Duties Act 2001
Transaction No: 524-378-163
Duty Paid \$ 0.00 Exempt
UTI \$ 0.00
Date: 28/6/22 Signed: 

1. Grantor Peet Flagstone City Pty Ltd ACN 151 187 594	Lodger (Name, address, E-mail & phone number) HWL Ebsworth Lawyers GPO Box 2033, Brisbane QLD 4001 Ph: (07) 3169 4700 Ref: JDW:RLM:210593	Lodger Code 88A
--	--	-------------------------------

2. Description of Easement/Lot on Plan Servient Tenement (burdened land) Easement A in Lot 50050 on SP332140 *Dominant Tenement (benefited land) # not applicable if easement in gross Lot 30013 on SP332140	Title Reference From 51216411 & 51256256 From 51216411 & 51256256
--	--

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

5. Grantee Given names Surname/Company name and number (Include tenancy if more than one) Peet Flagstone City Pty Ltd ACN 151 187 594

6. Consideration \$1.00	7. Purpose of easement Right of Way
-----------------------------------	---

8. Grant/Execution

The Grantor for the above consideration grants to the Grantee the easement over the servient tenement for the purpose stated in item 7 and the Grantor and Grantee covenant with each other in terms of the attached schedule.

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

See Enlarged Panel

.....signature

.....full name

.....qualification

Witnessing Officer

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

/ /
Execution Date

.....
Grantor's Signature

See Enlarged Panel

.....signature

.....full name

.....qualification

Witnessing Officer

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

/ /
Execution Date

.....
Grantee's Signature

Title Reference to issue from 51216411 & 51256256

8. Grant/Execution

The Grantor for the above consideration grants to the Grantee the easement over the servient tenement for the purpose stated in item 7 and the Grantor and Grantee covenant with each other in terms of the attached schedule.

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

signature.....

full name.....

qualification.....

Witnessing Officer

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

10/06/2022
Execution Date

Peet Flagstone City Pty Ltd ACN 151 187 594 by its duly
authorised Attorney, Michael Stone - General Manager
Queensland - Group A Attorney - under Power of
Attorney No. 717983411

Grantor's Signature

signature.....

full name.....

qualification.....

Witnessing Officer

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

10/6/22
Execution Date

Peet Flagstone City Pty Ltd ACN 151 187 594 by its duly
authorised Attorney, Troy Thompson - Project Director of
Peet Limited - Group B Attorney - under Power of
Attorney No. 717983411

Grantor's Signature

signature.....

full name.....

qualification.....

Witnessing Officer

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

10/6/22
Execution Date

Peet Flagstone City Pty Ltd ACN 151 187 594 by its duly
authorised Attorney, Michael Stone - General Manager
Queensland - Group A Attorney - under Power of
Attorney No. 717983411

Grantee's Signature

signature.....

full name.....

qualification.....

Witnessing Officer

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

10/06/2022
Execution Date

Peet Flagstone City Pty Ltd ACN 151 187 594 by its duly
authorised Attorney, Troy Thompson - Project Director of
Peet Limited - Group B Attorney - under Power of
Attorney No. 717983411

Grantee's Signature

Title Reference to issue from 51216411 & 51256256

The Grantor and the Grantee agree on the following terms:

1. Definitions and interpretation

1.1 In this Easement unless the context otherwise indicates:

- (a) **"Dominant Tenement"** means the land described as the Dominant Tenement in Item 2 of the Form 9 and includes any part of that land having the benefit of this Easement and, where the context requires, means that portion of the whole of the Dominant Tenement owned by a particular Grantee;
- (b) **"Easement"** means this Schedule and the Form 9 and includes any annexures;
- (c) **"Form 9"** means the Form 9 Easement to which this Schedule is annexed;
- (d) **"Grantee"** means the person named in Item 5 of the Form 9. A reference to the Grantee includes each party comprising the Grantee severally and jointly, as the context requires and includes the executors, administrators, successors and permitted assigns of the Grantee and persons authorised by the Grantee;
- (e) **"Grantee's Works"** means any works undertaken by the Grantee in relation to:
 - (i) construction, repair, maintenance, cleaning, inspection, upgrading or replacement of the Roadway or other parts of the Servient Tenement;
 - (ii) the building of any improvements on the Dominant Tenement by the Grantee;
- (f) **"Grantor"** means the person named in Item 1 of the Form 9. A reference to the Grantor includes each party comprising the Grantor severally and jointly, as the context requires and includes the executors, administrators, successors and permitted assigns of the Grantor and persons authorised by the Grantor;
- (g) **"Grantor's Development"** the commercial and/or residential development which the Grantor proposes to construct on the Grantor's Land;
- (h) **"Grantor's Land"** means Lot 30008 on SP315462 with title reference 51216411 and Lot 907 on SP316978 with title reference 51256256 and any land subsequently created from such land which contains the Servient Tenement however it may be described;
- (i) **"Grantor's Works"** means any works undertaken by the Grantor in relation to:
 - (i) construction, repair, maintenance, cleaning, inspection, upgrading or replacement of the Roadway or other parts of the Servient Tenement;
 - (ii) the building by the Grantor of any improvements on the Grantor's Land, including the building of the Grantor's Development (other than on the Servient Tenement, unless it is the Roadway);
- (j) **"Purpose"** means:
 - (i) a right of way for access, egress and regress of persons and/or Vehicles over the Servient Tenement and to and from the Dominant Tenement;
 - (ii) to bring machinery, tools and equipment on the Servient Tenement for purposes associated with the rights granted under this Easement; and
 - (iii) to do such other things through, across, in or under the Servient Tenement as are incidental to the proper exercise of the rights granted under this Easement;
- (k) **"Roadway"** means any road, path, driveway or track constructed of concrete, bitumen, gravel or other suitable material sufficient for the carriage of people and/or all types of Vehicles, which is located, or to be located, upon the Servient Tenement (if any);

Title Reference to issue from 51216411 & 51256256

- (l) **"Servient Tenement"** means the land described as the Servient Tenement in Item 2 of the Form 9 and includes any part of that land subject to the burden of this Easement;
- (m) **"Traffic"** means the passage of any person and/or Vehicle; and
- (n) **"Vehicles"** means non-motorised vehicles and motorised vehicles, howsoever described, including without limitation, cars, utes, vans, trucks, mini buses, bicycles, motor bikes and scooters.

- 1.2 References to a person include a corporation, partnership, incorporated association, body corporate, unincorporated body, instrumentality of the Crown and any statutory, public or local authority.
- 1.3 If a party consists of more than one person, this Easement binds them jointly and each of them individually. A party that is a trustee is bound both personally and as a trustee.
- 1.4 References to a party includes the party's personal representatives, executors, administrators, successors, permitted assigns and persons authorised by them.
- 1.5 References to a corporation have the same meaning as in the Corporations Act 2001 (Cth).
- 1.6 References to statutes, regulations and statutory provisions includes all statutes, regulations and statutory provisions amending, consolidating, or replacing them.
- 1.7 Words importing any gender include all other genders.
- 1.8 Words importing the singular include the plural and vice versa.
- 1.9 Headings are for convenience only and do not affect interpretation.
- 1.10 The word "including" or similar expressions are not words of limitation.
- 1.11 In any combination or list of options, the use of the word "or" is not used as a word of limitation.
- 1.12 Reference to items, parts and clauses are references to items, parts and clauses of this Easement.

2. Grant of easement

The Grantor grants to the Grantee an easement for a right of way in relation to the Servient Tenement on the terms of this Easement.

3. Rights

- 3.1 The rights conferred by this Easement:
 - (a) are granted in common with the Grantor and others now or hereafter having a grant or right authorised by the Grantor;
 - (b) may be exercised by the Grantee and the owners and occupiers for the time being of the Dominant Tenement, their servants, agents, visitors, employees, customers, contractors and tenants (and the tenants' servants, agents, visitors, employees, customers and contractors) and any other person lawfully authorised by them;
 - (c) may be exercised with or without Vehicles; and
 - (d) permits the passing and repassing over the Servient Tenement in accordance with the terms of this Easement at all times.

4. Grantor's Rights and Obligations

- 4.1 Subject to clauses 3, and 4.2, the Grantor must:

Title Reference to issue from 51216411 & 51256256

- (a) not prevent or unreasonably restrict the Grantee in the exercise of the rights granted by this Easement;
- (b) not obstruct the Grantee's access to, from and over the Servient Tenement;
- (c) not park or leave Vehicles or any other obstruction on the Servient Tenement;
- (d) not unreasonably interrupt or disturb the Grantee's right to enjoy the Servient Tenement;
- (e) not cause any rubbish or litter to be or accumulate on the Servient Tenement;
- (f) not unreasonably hinder or allow any persons to unreasonably hinder the flow of Traffic;
- (g) promptly repair any damage that is caused to the Servient Tenement by the Grantor or its servants, agents, visitors, employees, customers, contractors and tenants (and the tenants' servants, agents, visitors, employees, customers and contractors) and any other person lawfully authorised by them or by any unidentified party or cause; and
- (h) not erect any buildings, structures or other improvements upon the Servient Tenement or any part of it (without the consent of the Grantee) other than the Roadway or a fence that does not obstruct the rights of the Grantee under this Easement, that is for example, a fence that is not constructed on:
 - (i) the boundary of the Servient Tenement and Parklands Drive; and
 - (ii) the boundary of the Servient Tenement and the Dominant Tenement.

4.2 If the Grantor is attending to any Grantor's Works, the Grantor may temporarily obstruct the Servient Tenement for reasonable periods as are necessary to carry out the Grantor's Works provided that:

- (a) at least 4 weeks notice is given to the Grantee (unless it is an emergency, in which case, as much notice as possible is to be given);
- (b) any obstruction must be minimised so far as is reasonably possible;
- (c) the Grantor's Works must be undertaken continuously (to the extent reasonably possible) and as expeditiously as possible;
- (d) the Grantor provides reasonable alternative access for users of the Servient Tenement over the Grantor's Land (to the extent reasonably possible) and, where appropriate, signage indicating such alternative access; and
- (e) if the Grantor's Works require the breaking of the surface of the Roadway, the Grantor must promptly reinstate the Roadway to a satisfactory condition.

4.3 The Grantor is not required to construct any Roadway at any time unless the Grantor requires it in its absolute discretion. The Grantee takes the Servient Tenement in its current state and repair.

5. Grantee's rights and obligations

5.1 In exercising its rights granted under this Easement, the Grantee may do anything reasonably necessary for the Purpose, including, but not limited to, entering into (and taking anything onto) that part of the Grantor's Land that is immediately adjacent to the Servient Tenement for the purpose of carrying out the Grantee's Works.

5.2 In exercising the Grantee's rights under this Easement, the Grantee must, at its own cost:

- (a) cause as little inconvenience as reasonably practicable to the occupiers of the Grantor's Land;
- (b) cause as little damage as reasonably practicable to the Grantor's Land and the Servient Tenement and any improvements on them;
- (c) restore the Grantor's Land to at least its former condition and to the Grantor's reasonable satisfaction following completion of any Grantee's Works;

Title Reference to issue from 51216411 & 51256256

- (d) not park or leave Vehicles or any other obstruction on the Servient Tenement or the Grantor's Land;
- (e) not cause any rubbish or litter to be or accumulate on the Servient Tenement or the Grantor's Land;
- (f) promptly repair any damage that is caused to the Servient Tenement or the Grantor's Land by the Grantee or its servants, agents, visitors, employees, customers, contractors and tenants (and the tenants' servants, agents, visitors, employees, customers and contractors) and any other person lawfully authorised by them;
- (g) not unreasonably hinder or allow any persons to unreasonably hinder the flow of Traffic; and
- (h) not bring or leave on the Servient Tenement or the Grantor's Land any offensive, hazardous or dangerous substance or thing or anything which is or may become a danger, material nuisance, material annoyance or material inconvenience to the Grantor, other occupants of the Grantor's Land, any adjacent or nearby land or other Grantees.

5.3 If the Grantee is attending to any Grantee's Works, the Grantee may temporarily obstruct the Servient Tenement for reasonable periods as are necessary to carry out the Grantee's Works provided that:

- (a) at least 4 weeks notice is given to the Grantor in the case of all Grantee's Works (unless it is an emergency, in which case, as much notice as possible is to given);
- (b) any obstruction must be minimised so far as is reasonably possible;
- (c) the Grantee's Works must be undertaken continuously (to the extent reasonably possible) and as expeditiously as possible;
- (d) if the Grantee's Works require the breaking of the surface of the Roadway, the Grantee must promptly reinstate the Roadway to the Grantor's reasonable satisfaction taking into consideration the state of repair of the Roadway before the Grantee's Works commenced.

5.4 If the Grantee is attending to any Grantee's Works pursuant to clause 5.3, the Grantor must provide reasonable alternative access for users of the Servient Tenement over the Grantor's Land (to the extent reasonably possible) and, where appropriate, signage indicating such alternative access, at the cost of the Grantee.

6. Costs and maintenance

6.1 The Grantor must repair, keep and maintain the Servient Tenement in a good condition and suitable for the grant of this Easement and the Purpose, including ensuring that the Roadway is kept in a good, safe and trafficable condition at all times.

6.2 Subject to the terms of this Easement, including but not limited to clauses 4.1(g), 5.2(c) and 5.2(f), the responsibility for the reasonable costs incurred in:

- (a) repairing, maintaining, cleaning, inspecting and replacing the Roadway (and other parts of the Servient Tenement); and
- (b) obtaining, constructing, upgrading, laying and installing the Roadway,

are to be shared in equal portions between:

- (i) the owners of the Servient Tenement; and
- (ii) the owners of each of the Dominant Tenements.

For example, subject to the terms of this Easement, if there is one Servient Tenement and 4 Dominant Tenements, then the cost will be shared equally in 5 portions.

6.3 The Grantee must reimburse the Grantor for its share of the costs of repairing, maintaining, cleaning, inspecting upgrading and replacing the Roadway (including other parts of the Servient Tenement) within 28 days of receipt of a demand from the Grantor.

Title Reference to issue from 51216411 & 51256256

- 6.4 If the Grantor fails to maintain the Servient Tenement (including the Roadway) in a good and trafficable condition and the state of repair is affecting the Grantee's use and enjoyment of the Servient Tenement, the Grantee may give written notice to the Grantor specifying the construction, maintenance, repair or replacement work that is required to the Servient Tenement (including the Roadway) and requesting that the Grantor carries out such maintenance, repair or replacement work. If the Grantor fails to carry out the construction, maintenance, repair or replacement work specified in the notice within a reasonable period (having regard to the nature of the construction, maintenance, repair and replacement work but in any case not less than 30 days), the Grantee may carry out the construction, maintenance, repair or replacement work specified in the notice. If the Grantee does so, the Grantor must reimburse the Grantee for its share of the costs of repairing, maintaining, inspecting, upgrading and replacing the Servient Tenement (including the Roadway) within 28 days of receipt of a demand from the Grantee.
- 7. Grantee's Default**
- 7.1 If the Grantee fails to comply with its obligations pursuant to this Easement, the Grantor or the Grantor's agents may request the Grantee (by notice in writing to the Grantee at the Grantee's address) to remedy or cease the breach within 14 days of receipt of the notice (or any longer period specified in the notice or shorter time in the case of an emergency).
- 7.2 If the Grantee does not remedy or cease the breach within the time specified in clause 7.1, then the Grantor or the Grantor's agents may (without prejudice to any other remedy the Grantor might have) remedy the breach by:
- (a) removing and storing or disposing of any offensive, hazardous or dangerous substance or thing or anything which is or may become a danger, nuisance, annoyance or inconvenience to the Grantor or other occupants of the Grantor's Land or any adjacent land;
 - (b) performing any works or doing anything necessary for remedying any damage to the Servient Tenement, the Roadway or other structures on the Servient Tenement;
 - (c) performing any other works or taking any other action reasonably required to rectify, discontinue and prevent any breach of this Easement by the Grantee; and
 - (d) suing the Grantee for damages and/or an injunction.
- 7.3 Should the Grantor or the Grantor's agents exercise any of the rights, powers and remedies contained in clause 7.2, then the cost of exercising those rights, powers and remedies and the doing and performing of the works and contemplated by clause 7.2 shall be at the cost of the Grantee. Such payment is to be made by the Grantee to the Grantor within 14 days of receipt by the Grantor of written evidence of the expenses of the Grantor for carrying out the works and taking the action contemplated by clause 7.2.
- 8. Grantor's Default**
- 8.1 If the Grantor fails to comply with its obligations pursuant to this Easement, the Grantee or the Grantee's agents may request the Grantor (by notice in writing to the Grantor at the Grantor's address) to remedy or cease the breach within 14 days of receipt of the notice (or any longer period specified in the notice or shorter time in the case of an emergency).
- 8.2 If the Grantor does not remedy or cease the breach within the time specified in clause 8.1, then the Grantee or the Grantee's agents may (without prejudice to any other remedy the Grantee might have) remedy the breach by:
- (a) removing and storing or disposing of any offensive, hazardous or dangerous substance or thing or anything which is or may become a danger, nuisance, annoyance or inconvenience to the Grantee;
 - (b) performing any works or doing anything necessary for remedying any damage to the Servient Tenement, the Roadway or other structures on the Servient Tenement;
 - (c) performing any other works or taking any other action reasonably required to rectify, discontinue and prevent any breach of this Easement by the Grantor; and
 - (d) suing the Grantor for damages and/or an injunction.

Title Reference to issue from 51216411 & 51256256

- 8.3 Should the Grantee or the Grantee's agents exercise any of the rights, powers and remedies contained in clause 8.2, then the cost of exercising those rights, powers and remedies and the doing and performing of the works and contemplated by clause 8.2 shall be at the cost of the Grantor. Such payment is to be made by the Grantor to the Grantee within 14 days of receipt by the Grantor of written evidence of the expenses of the Grantee for carrying out the works and taking the action contemplated by clause 8.2.

9. Dispute Determination

9.1 Notice Of Dispute

- (a) If a dispute arises between the parties under a provision of this Easement, then a party may at any time notify the other party that it requires that it be resolved in accordance with this clause 9.
- (b) The notice pursuant to clause 9.1(a) must:
- (i) be in writing;
 - (ii) identify the subject matter of the dispute;
 - (iii) set out in detail the facts upon which the dispute is based;
 - (iv) identify the provisions of this Easement relevant to the dispute;
 - (v) nominate the senior officer of the party (if a corporation) who will have authority to settle the dispute;
 - (vi) have annexed to it copies of all correspondence and background information relevant to the dispute; and
 - (vii) contain particulars of the quantification of any claim in relation to the dispute.

9.2 Negotiation

- (a) The parties must use their best endeavours to settle the dispute within 10 Business Days after the date of issue of the notice of dispute, or such further period as the parties agree.
- (b) Each party, if a corporation, must involve a senior officer of the party in the negotiations.

9.3 Parties' Obligations

Despite any provision of this Easement, each party must continue to perform their obligations under this Easement despite the existence of a dispute. Until the negotiation process in clauses 9.1 and 9.2 is complete, subject to clause 9.4, neither party will commence proceedings in any court.

9.4 Urgent Relief

Nothing in this Easement prejudices the right of a party to seek urgent injunctive relief in respect of any dispute, or any matter arising under or in connection with this Easement.

10. GST

10.1 Amounts exclude GST

Except as expressly stated otherwise in this Easement, all amounts payable or consideration to be provided under this Easement are exclusive of GST.

10.2 Responsibility for GST

- (a) Despite any other provision of this Easement, if GST is imposed on any supply made by the supplier under this Easement, the recipient must pay to the supplier an amount equal to the GST payable on the supply.

Title Reference to issue from 51216411 & 51256256

- (b) The recipient must pay the amount under clause 10.2(a) at the same time that payment for the supply must be made under this Easement and must pay the amount in addition to all other amounts payable by the recipient under this Easement.

10.3 Reimbursement of expenses

If this Easement requires a party to reimburse any other party for any reimbursable expense incurred by the other party, the amount that must be reimbursed by the first party will be the sum of:

- (a) the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense; and
- (b) if the payment of the reimbursable expense is consideration for a taxable supply, any GST payable in respect of the reimbursable expense.

10.4 Tax invoice

If the supplier makes a taxable supply to the recipient under this Easement, the supplier must provide a tax invoice to the recipient at or before the time of the payment of the amounts under clauses 10.2(a) and 10.3.

10.5 Adjustments

If at any time an adjustment event arises in respect of any supply made by the supplier under this Easement, the supplier must provide the recipient with an adjustment note immediately upon becoming aware of the adjustment event. Where an adjustment event arises, a corresponding adjustment will be made between the supplier and the recipient in respect of any amount paid by the recipient to the supplier under clauses 10.2(a) and 10.3 and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.

11. Notices

11.1 A notice, approval, consent or other communication in connection with this Easement:

- (a) must be in writing;
- (b) may be given by a party or its solicitor;
- (c) must be:
 - (i) delivered to the party's registered address;
 - (ii) sent by prepaid ordinary post to the party's registered address;
 - (iii) sent to the facsimile number of a party as notified in writing by the parties; or
 - (iv) sent to the email address of a party as notified in writing by the parties;
- (d) is treated as received:
 - (i) in the case of a delivered letter, at the time and on the date that the letter is delivered;
 - (ii) in the case of a posted letter, on the fourth Business Day after it was posted;
 - (iii) in the case of a facsimile, on production of a transmission report by the sending machine which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient without error;
 - (iv) in the case of an email, when the email (including any attachment) is sent to the receiving party at that email address, unless the sending party receives a notification of delivery failure within 24 hours of the email being sent; and
- (e) notwithstanding clause 11.1(c), may be given to a party or its solicitor by delivery, facsimile, email or post.

Title Reference to issue from 51216411 & 51256256

12. Governing law and jurisdiction

- 12.1 This Easement is governed by and is to be construed in accordance with the laws of Queensland.
- 12.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought before those courts.

13. Further steps

- 13.1 Each party must promptly do whatever any other party reasonably requires of the first party to give effect to this Easement and to enable the other party to perform its obligations under this Easement.
- 13.2 Without limiting sub-clause 1, if requested to do so by another party, each party will promptly produce the Certificate of Title (if issued) of their respective properties as is necessary to enable registration of this Easement and any agreed variation to this Easement.

14. Rights cumulative

- 14.1 Except as expressly stated otherwise in this Easement, the rights of a party under this Easement are cumulative and are in addition to any other rights of that party.

15. Waiver and exercise of rights

- 15.1 Notwithstanding that the law of contract may no longer recognise or might never have recognised a doctrine or concept of waiver, a party may waive its right to insist upon the performance of a condition or obligation under this Easement which is to be performed by another party provided such waiver is in writing and signed for or on behalf of the party waiving the right to performance of such obligation or condition.
- 15.2 In the absence of a waiver in writing as permitted by clause 15.1, no failure or forbearance by a party to insist upon any right to performance of a condition or obligation of another party can amount to, under any circumstances, an election between existing rights, a representation sufficient to ground an estoppel or a variation whereby that other party is relieved or excused from performance of such condition or obligation.

16. Liability

- 16.1 An obligation of two or more persons binds them jointly and severally.

17. Release, Indemnity and Insurance

- 17.1 The parties agree to occupy and use the Servient Tenement at their own risk.
- 17.2 The Grantor must keep current public liability insurance (for an amount of not less than \$20,000,000.00 for any one event) for the Servient Tenement. The Grantor must provide a copy of the Grantor's insurance policy or certificate of currency within 14 days after request by the Grantee.
- 17.3 The Grantee must keep current public liability insurance (for an amount of not less than \$20,000,000.00 for any one event) for the Servient Tenement. The Grantee must provide a copy of the Grantee's insurance policy or certificate of currency within 14 days after request by the Grantor.
- 17.4 The parties may agree to increase the minimum level of insurance listed in clauses 17.2 and 17.3 from time to time if that level of required insurance (or any subsequent required minimum level of insurance):
- (a) no longer represents an adequate minimum level of insurance (for example, due to the passage of time or an increase in the cost of living); or
 - (b) is not an adequate minimum level of insurance for the activities being carried out by users of the Servient Tenement.
- 17.5 To the full extent permitted by law, each party (**Releaser**) unconditionally:

Title Reference to issue from 51216411 & 51256256

- (a) releases the other party and its tenants, servants, agents, workmen, visitors, licensees and all other persons claiming through or under the other party (**Released Party**); and
- (b) agrees to not make any claim or demand, commence or continue any legal action or enforce any rights it may have, now or in the future, against the Released Party in relation to,

all and any claims, demands, actions, losses, expenses, proceedings or liabilities of any kind which arise or may arise as a result of the Releaser's or the Releaser's tenants', servants', agents', workmen's, visitors', licensees' (and all other persons claiming through or under the Releaser) default of this Easement or the use or misuse of or presence on the Servient Tenement including but not limited to:

- (c) in respect of any accident damage or injury to any person or property in or about the Servient Tenement; or
- (d) arising from death of or injury to any person.

17.6 The release in clause 17.5 does not apply to the extent that the claim, demand, action, loss, expense, proceeding or liability was caused or contributed to by the Released Party.

17.7 To the full extent permitted by law, each party (**Indemnifier**) unconditionally indemnifies and will keep indemnified the other party and its tenants, servants, agents, workmen, visitors, licensees and all other persons claiming through or under the other party (**Indemnified Party**) from and against all claims, demands, actions, liabilities and losses arising from, and any costs, charges and expenses to the extent such matters arise out of or are incurred in connection with the Indemnifier's or the Indemnifier's tenants', servants', agents', workmen's, visitors', licensees' (and all other persons claiming through or under the Indemnifier) default of this Easement or the use or misuse of or presence on the Servient Tenement including but not limited to:

- (a) loss of or damage to any property including the Servient Tenement; or
- (b) injury to any person; or
- (c) loss or expense incurred by the Indemnified Party in dealing with any claim against it including without limitation legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Indemnified Party.

17.8 The indemnity in clause 17.7 does not apply to the extent that the claim, demand, action, liability or loss is caused or contributed to by the Indemnified Party.

17.9 In addition, if the identity of a party or cause of damage is unknown, then the Grantor is responsible for such unknown party or cause of damage and releases and indemnifies the Grantee in this respect in accordance with clauses 17.5 and 17.7 (and subject to clauses 17.6 and 17.8).

18. Entire understanding

18.1 This Easement contains the entire understanding between the parties as to the subject matter of this Easement.

19. Costs and duty

19.1 The Grantee must pay the cost of transfer duty on this Easement and any agreed variation of this Easement.

19.2 The Grantor and Grantee must pay their own costs of and incidental to the preparation, negotiation, signing and administration of this Easement and any agreed variation of this Easement (subject to the other terms of this Easement).

19.3 The Grantee must pay any survey fees and lodgement fees required to register this Easement and any agreed variation of this Easement with the Queensland Land Registry.

20. Variation and extinguishment

20.1 A variation of this Easement must be in writing and signed by the Grantor and the Grantee.

Title Reference to issue from 51216411 & 51256256

20.2 This Easement is extinguished only if the Grantor and the Grantee so agree in writing.

21. Severance

21.1 If it is held by a court of law that:

- (a) any part, clause or part of a clause of the Form 9 or this Schedule is void, voidable, illegal or unenforceable; or
- (b) the Form 9 or this Schedule is void, voidable, illegal or unenforceable unless any part, clause or part of a clause of the Form 9 or this Schedule is severed from the Form 9 or this Schedule,

that part, clause or part of the clause will be severed from the Form 9 or this Schedule unless to do so would change the underlying principal commercial purposes of this Easement.

22. Acknowledgements about this Easement

22.1 The Grantor and Grantee acknowledge that:

- (a) this Easement is part of an arrangement of reciprocal access over a driveway, a portion of such driveway being located on the Servient Tenement and a portion being located on the Dominant Tenement; and
- (b) unless inconsistent with the subject matter or context of other provisions of this Easement, the benefit of this Easement will extend to and include the tenants, servants, agents, workmen, visitors, licensees and all other persons claiming through or under the Grantee as if each of those persons is the Grantee.

GENERAL REQUEST

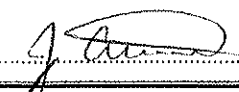
Duty Imprint

721116704

Sealing Number

EL 210 \$197.00**23/09/2021 11:39:37****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.

Client No.: 1010190 Duties Act 2001
 Assessment No.: 522-212-280
 Duty Paid \$. Nil ☐ Exempt
 UTI \$. Nil
 Date: 26/9/2021 Signed: 

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: CorporateProperty@logan.qld.gov.au**Lodger Code**

BH3226

2. Lot on Plan Description

Lot 3 ON RP49296

Title Reference

11873055

3. Registered Proprietor/State Lessee

PIONEER FORTUNE PTY LTD ACN 165 133 620

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 of Easement B on SP321411, Easement C on SP321411 and Easement D on SP321411, on the land described in Item 2 by Logan City Council in the attached gazette notice dated 1 April 2021 is recorded.

7. Execution by applicant

LOGAN CITY COUNCIL by its duly
 authorised delegate – Anita White
 Corporate Property Program Leader

4/5/2021
Execution Date


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 LAND NOTICE BY LOGAN CITY COUNCIL
(NO. 02) 2021****Short title**

1. This notice may be cited as the *Taking of Land Notice by Logan City Council (No 02) 2021*.

Land taken [s.15D of the Act]

2. The land described in the Schedule is taken by Logan City Council for road purposes and vests in Logan City Council for an estate in fee simple on and from 1 April 2021.

SCHEDULE**Land Taken**

Lot 110 on SP32465 (being a plan to be registered in the Queensland Land Registry), area of 113m², part of Title Reference 12994210.

Lot 120 on SP324266 (being a plan to be registered in the Queensland Land Registry), area of 113m², part of Title Reference 12614158.

Lot 130 on SP324267 (being a plan to be registered in the Queensland Land Registry), area of 113m², part of Title Reference 12994209.

Lot 140 on SP324268 (being a plan to be registered in the Queensland Land Registry), area of 113m², part of Title Reference 13389155.

Lot 150 on SP324269 (being a plan to be registered in the Queensland Land Registry), area of 113m², part of Title Reference 14586107.

Lot 160 on SP324270 (being a plan to be registered in the Queensland Land Registry), area of 113m², part of Title Reference 14604096.

Lot 170 on SP324271 (being a plan to be registered in the Queensland Land Registry), area of 113m², part of Title Reference 12910081.

Lot 180 on SP324272 (being a plan to be registered in the Queensland Land Registry), area of 113m², part of Title Reference 15904161.

Lot 190 on SP324273 (being a plan to be registered in the Queensland Land Registry), area of 113m², part of Title Reference 14454149.

Lot 200 on SP324274 (being a plan to be registered in the Queensland Land Registry), area of 113m², part of Title Reference 12758027.

Lot 290 on SP324275 (being a plan to be registered in the Queensland Land Registry), area of 282m², part of Title Reference 50156133.

Lot 300 on SP324276 (being a plan to be registered in the Queensland Land Registry), area of 278m², part of Title Reference 50156134.

Lot 570 on SP324284 (being a plan to be registered in the Queensland Land Registry), area of 282m², part of Title Reference 51042868.

Lot 560 on SP324283 (being a plan to be registered in the Queensland Land Registry), area of 282m², part of Title Reference 51042867.

Lot 550 on SP324282 (being a plan to be registered in the Queensland Land Registry), area of 189m², part of Title Reference 12735224.

Lot 520 on SP324281 (being a plan to be registered in the Queensland Land Registry), area of 332m², part of Title Reference 151134192.

Lot 510 on SP324280 (being a plan to be registered in the Queensland Land Registry), area of 332m², part of Title Reference 13731089.

Lot 500 on SP324279 (being a plan to be registered in the Queensland Land Registry), area of 332m², part of Title Reference 12735225.

Lot 490 on SP324278 (being a plan to be registered in the Queensland Land Registry), area of 332m², part of Title Reference 12774189.

Lot 480 on SP324277 (being a plan to be registered in the Queensland Land Registry), area of 431m², part of Title Reference 13006025.

Lot 20 on SP324264 (being a plan to be registered in the Queensland Land Registry), area of 457m², part of Title Reference 15213092.

ENDNOTES

1. Made by Logan City Council on 30 March 2021.
2. Published in the Gazette on 1 April 2021.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Resources.
5. File Reference LCC/1172260-1.

*Acquisition of Land Act 1967***AMENDING TAKING OF EASEMENT NOTICE
BY LOGAN CITY COUNCIL (No.03) 2021****Short title**

1. This notice may be cited as the *Amending Taking of Easement Notice by Logan City Council (No. 03) 2021*.

Amendment of Easement taken [ss.11(1) and 11(3) of the Act]

2. Schedule 2 to the Taking of Easement Notice by Logan City Council (No.03) 2019 dated 10 April 2019 and published in the Gazette of 12 April 2019 at pages 390-399 relating to the taking of easements by Logan City Council is amended as described in the Schedule.

SCHEDULE

Amend Schedule 2 to the Taking of Easement Notice by Logan City Council (No.03) 2019 dated 10 April 2019 and published in the Gazette of 12 April 2019 at pages 390-399 relating to the taking of easements by Logan City Council as follows –

Omit – “Sewerage Easement over part of Lot 3 on RP45236, of about 4,958m², part of Title Reference 11740149.
Sewerage Easement over part of Lot 3 on RP49296, of about 2,115m², part of Title Reference 11873055.
Access Easement over part of Lot 3 on RP49296, of about 9,245m², part of Title Reference 11873055.
Power Easement over part of Lot 3 on RP49296, of about 1,958m², part of Title Reference 11873055.”
As shown approximately on Drawing Nos. LS304-00-S-DWG-SU-7316 and LS304-00-S-DWG-SU-7317 held in the office of the Logan City Council.”

Insert – “Easement A on SP321410 (to be registered in the Land Registry), area of 4959 m², part of Title Reference 11740149.

Easement B on SP321411 (to be registered in the Land Registry), area of 1,452 m², part of Title Reference 11873055.

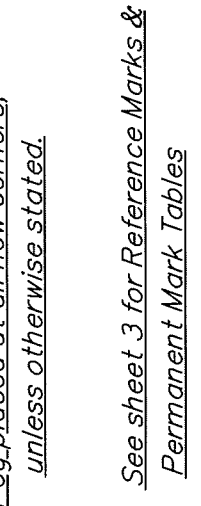
Easement C on SP321411 (to be registered in the Land Registry), area of 674 m², part of Title Reference 11873055.

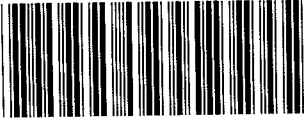
Easement D on SP321411 (to be registered in the Land Registry), area of 9,491 m², part of Title Reference 11873055.

Easement A on SP315979 (to be registered in the Land Registry), area of 52 m², part of Title Reference 11873055.”

ENDNOTES

1. Made by Logan City Council on 30 March 2021.
2. Published in the Gazette on 1 April 2021.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Resources.
5. File Reference LCC/1096477-1.



0	125m 50mm	250m 100mm	375m 150mm	State copyright reserved.
<p><i>Plan of Lots 3 & 800 and Easements B, C, D & E in Lot 3</i></p> <p><i>Cancelling Lot 3 on RP49296</i></p> <p>LOCAL <i>LOGAN</i> GOVERNMENT: <i>CITY COUNCIL</i> LOCALITY: <i>KAGARU</i></p> <p>Meridian: <i>MGA Zone 56 Vide Network RTK</i></p>			Scale: <i>1:2500</i>	
			Format: STANDARD	
			 SP321411	
			Survey Records: <i>No</i>	

721116703

EL 400 \$689.00
23/09/2021 11:39:37

(Dealing No.)

WARNING : Folded or Mutilated Plans will not be accepted.
Plans may be rolled.
Information may not be placed in the outer margins.

Sheet
2 of
3

5. Lodged by

BH3226

(Include address, phone number, reference, and Lodger Code)

i. Certificate of Registered Owners or Lessees.

I/We PIONEER FORTUNE PTY LTD A.C.N 185 133 620

Logan City Council
as constructing authority

(Names in full)

* as Registered Owners of this land agree to this plan and dedicate the Public Use
Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.

* as Lessees of this land agree to this plan.


Signature of *Registered Owners *Lessees

Logan City Council by its
duly authorised delegate
Daryl Reilly, Acting Director,
Road + Water Infrastructure

* Rule out whichever is inapplicable

2. Planning Body Approval.

*

hereby approves this plan in accordance with the :

%

This plan is for a purpose set
out in schedule 1 of the
Acquisition of Land Act 1967 and
is therefore exempt from local
government approval under
regulation 69 and schedules 18
and 24 of the Planning Regulation
2017.

Dated this day of

#

#

* Insert the name of the Planning Body.

Insert designation of signatory or delegation

% Insert applicable approving legislation.

3.Plans with Community Management Statement :

CMS Number :

Name :

4.References :

Dept File :

Local Govt :

Surveyor : I6413-002

6. Existing

Title Reference	Description	New Lots	Road	Secondary Interests
11873055	Lot 3 on RP49296	3 & 800	-	Emt B, C, D, E

Created


ADMINISTRATIVE ADVICES

Veg. Notice	Lots to be Encumbered
711650257	3 & 800

NIR 718927851 is satisfied so far as it relates to Lot 3 on RP49296

NIR 718927856 is satisfied by this plan

Amendment by Andrews & Hansen
Pty Ltd ACN 010742784


Director of Cadastral Surveyor
21/1/2021

Amendments by Andrews & Hansen Pty Ltd
ACN 010742784
Director & Cadastral Surveyor
6/8/2021

3 & 800

Por. 17

Lots

Orig


7. Orig Grant Allocation :

8. Passed & Endorsed :

By : ANDREWS & HANSEN PTY LTD

ACN 010 742 784

Date : 10/9/2020 21/1/21 CRL

Signed :  6/8/21 CRL

Designation : Cadastral Surveyor

9. Building Format Plans only.

I certify that :

* As far as it is practical to determine, no part
of the building shown on this plan encroaches
onto adjoining lots or road;

* Part of the building shown on this plan
encroaches onto adjoining * lots and road

Cadastral Surveyor/Director* Date

*delete words not required

10. Lodgement Fees :

Survey Deposit \$

Lodgement \$

..... New Titles \$

Photocopy \$

Postage \$

TOTAL \$

II. Insert
Plan
Number

SP321411

DIAGRAM A
Scale 1: 1000

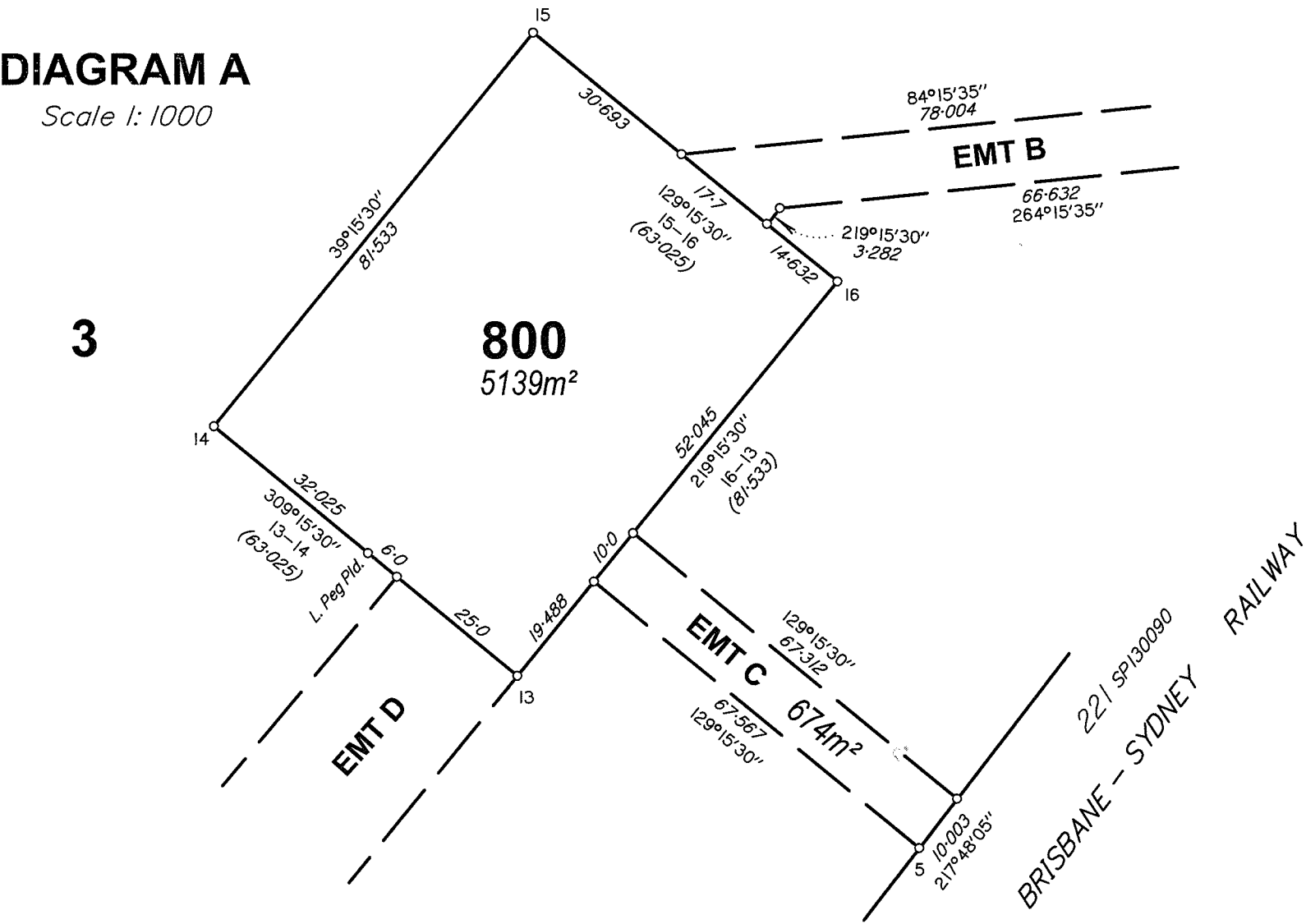
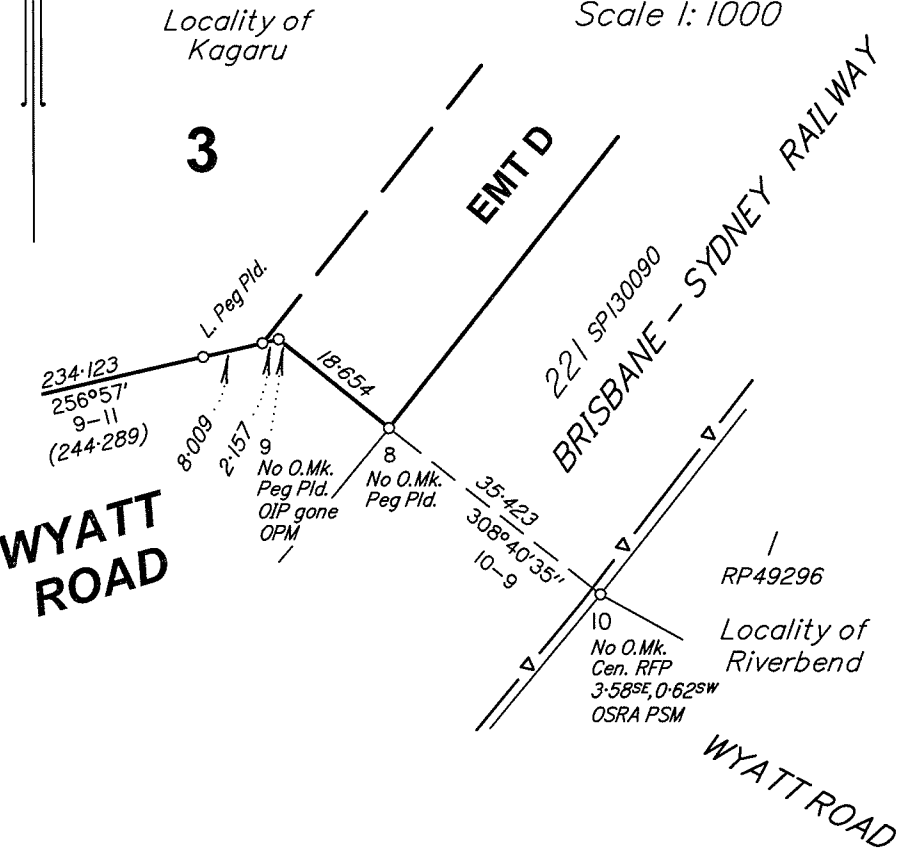


DIAGRAM B
Scale 1: 1000



Reinstatement Report

- Plans used RP49296, SP272439, IS158459, IS222427
- MGA Meridian for the survey was via Network RTK with agreement found with SP272439 in the datum line 1-3
- Stations 1,3,4,6,7,8,9 and 11 have been reinstated by original marks found in agreement with SP272439 and IS222427. Differences in dimensions between these previous surveys and deed plan RP49296 have been reviewed and accepted for the reinstatement of underlying parcel lot 3 on RP49296

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	OIP	IS222427	221°54'10"	10.057
1	OIP	IS222427	171°52'15"	2.217
2	Iron Pin		256°54'40"	10.01
3	OIP	SP272439	128°10'	8.586
5	Iron Pin		26°04'	7.554
7	OIP	SP272439	85°49'15"	1.986
8	Screw in Conc.		286°35'40"	7.562
9	OIP gone	IS158459	8°10'	1.186
10	OSRA PSM No 6805	SP272439	240°27'25"	15.844
11	OIP	IS158459	35°46'	2.314
11	ORT gone	RP49296	67°18'	10.461
12	Spike in Road		292°38'40"	9.697
13	Screw in Conc.		273°10'10"	12.222
15	Iron Pin		164°38'	2.11

PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO	TYPE
9-OPM	SP209564	148°28'40"	57.809	171104	Star Picket

FORM 14 Version 2

Land Title Act 1994 and Land Act 1994

GENERAL REQUEST

QUEENSLAND LAND REGISTRY

Page 1 of 1



704536477

NO FEE

16/01/2001 13:58

Stamp Duty Imprint

QLD STAMP DUTY - BNE

1150048685-6

16/01/2001 13:34:46

\$1.00 REPT

1. Nature of request

Request to ^{REGISTER} change Standard Terms Document

Lodger Name, address & phone number

McAULIFFE & ASSOCIATES

PO BOX 47

CAPALABA QLD 4157

(07) 3390 2344

Lodger

Code

221

2. Description of Lot

County

Parish

Title Reference

Not Applicable

3. Registered Proprietor / Crown Lessee

Not Applicable

4. Interest

Not Applicable

5. Applicant

Council of the Shire of Beaudesert

6. Request

I hereby request that: Pursuant to Section 169 of the Land Title Act 1994 the Standard Terms Document under Dealing No. ~~703539360~~ containing easement covenants for the Council of the Shire of Beaudesert be amended in accordance with the attached schedule.

RECORDED

7. Execution by applicant

Execution Date

15/1/01

Applicant's or Solicitor's Signature

DANIEL JOHN McAULIFFE

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

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION****Title Reference**

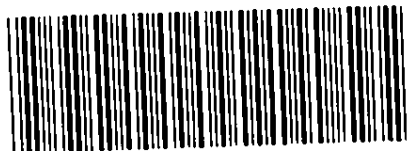
1. Subject to the reservations hereinafter contained, this Easement grants full right at all times to the Grantee without limitation as to height or depth to have access over, through or under the Easement area and for the construction and repair of anything consistent with the purpose of the Easement stated in Panel 7 of the Easement and to authorise any person to have the same right for such purposes and to bring upon such Easement area such machinery as may be necessary for that purpose and to break up the soil thereof and to remove such materials soil or other articles as may be necessary to give effect to the purpose of the Easement.
2. It is further hereby mutually covenanted and agreed between the Grantor and the Grantee:-
 - (a) That the Grantee may use such land of the Grantor immediately adjacent to either side of the Easement area as may be reasonably required by the Grantee in connection with the carrying out of any of the purposes aforesaid.
 - (b) That the Grantee may pull down or break open any fencing on or adjacent to the Easement area for the purpose of gaining access provided that where livestock are contained within the fenced area, sufficient notice be given to the Grantor to enable the said livestock to be securely held where necessary.
 - (c) That in the Grantee's discretion to install a gate of quality in material and workmanship of which, except with the Grantor's consent, shall be not less than the quality of the materials and workmanship in the existing fence in which the gate is installed in lieu of reinstating any fence pulled down in accordance with Clause (b) hereof provided however that any such gate so erected shall thereafter be maintained by the Grantor.
 - (d) The provisions of Section 85 B of the Land Title Act 1994 in relation to contributions is specifically excluded.
3. The Grantor will refrain from any action likely to jeopardise or prejudicially affect the safety or reliable working of any drain, pipe, equipment or fittings installed in or placed upon the Easement area pursuant of this Easement and will at all times refrain from using the Easement area in a manner likely to obstruct or unreasonably hinder access thereto by the Grantee.
4. That at no cost to the Grantee, the Grantor shall make available the relevant Title Deed at the Department of Freehold Titles in Brisbane if such Title be available and shall obtain the consent of any other person or body to this Easement which may be required and will do all other acts and things as may be required to enable the registration of this Easement.
5. Should it be held by a Court of competent jurisdiction that any part of this Easement is void, voidable, illegal or unenforceable or this Easement would be void, voidable, illegal or unenforceable unless some part hereof were severed therefrom, then that part shall be severed herefrom and shall not affect the continued operation of the balance of this Easement.
6. The term "the Grantor" shall include the transferees and assigns of the Grantor and the registered owners and their respective successors, executors, administrators and assigns as the case may be and the occupier or occupiers for the time being of the Easement area and the expression "the Grantee" where the context so requires shall include the successors, transferees and assigns of the Grantee.

QUEENSLAND LAND REGISTRY

EASEMENT

Form 9 Version 3

Land Title Act 1994, Land Act 1994 and Water Act 2000



709924650

\$111.30

11/09/2006 12:27

BE 601

and is used for the purpose of
maintaining the publicly searchable registers in the land registry.

Queensland Stamp Duty Paid \$150 Page 1 of 1
On the Amount of \$100 Duty Imprint Duty Code TRP

13A:BNF:16398 Transaction Number 11426

Signed: *W. Wilkinson* 22.1.2006

1. Grantor

MTAA Superannuation Fund (Flagstone Creek and Spring
Mountain Park) Property Pty Ltd ACN 082 445 663

Lodger (Name, address & phone number)

Lodger
Code

Home Wilkinson Lowry

GPO Box 2033

BRISBANE QLD 4001

Ph: (07) 3002 6723

Ref: PTB:RLW:67875

*WILKINSON +
SYNTON*

2. Description of Easement/Lot on Plan

County

Parish

Title Reference

Servient Tenement (burdened land)

on SP183944

Easement C in Lot 907 on RP 819216 /

Stanley

Undullah

50018020

*Dominant Tenement (benefited land)

* not applicable if easement in gross

3. Interest being burdened

Fee Simple

*4. Interest being benefited

N/A

* not applicable if easement in gross

5. Grantee

Given names

Surname/Company name and number

(include tenancy if more than one)

Council of the Shire of Beaudesert

6. Consideration

\$1.00

7. Purpose of easement

Sewerage

8. Grant/Execution

The Grantor for the above consideration grants to the Grantee the easement over the servient tenement for the purpose
stated in item 7 and the Grantor and Grantee covenant with each other in terms of -

the attached schedule

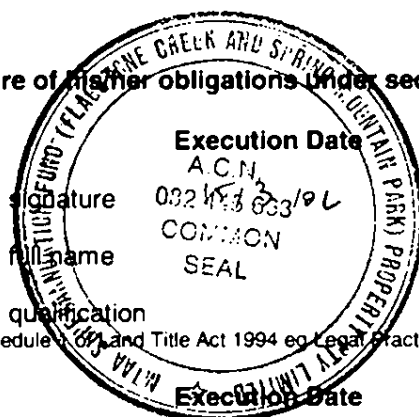
the attached schedule and document no.

document no. 704536477

#delete inapplicable words

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

Witnessing Officer



Execution Date

A.C.N.

082 445 663

COMMON

SEAL

Grantor's Signature

[Signature]

DIRECTOR

*[Signature]**Michael Delaney DIRECTOR*

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

Witnessing Officer

Execution Date

Grantee's Signature

signature / /

full name

qualification

Refer Attached Schedule

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

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

Title Reference [50018020]

8. Grant/Execution

The Grantor for the above consideration grants to the Grantee the Easement over the servient tenement for the purpose stated in item 7 and the Grantor and Grantee covenant with each other in terms of the Standard Terms Document No. 704536477.

Witnessing Officer

Execution Date

Grantee's Signature

JP

signature

181 8 106

RAYMOND GREGORY WENZ

full name

JP QVAN 52769

qualification

as per Schedule 1 of Land Title Act 1994 (eg. Legal
Practitioner, J.P., C. Dec)

THE COMMON SEAL OF THE COUNCIL
OF THE SHIRE OF BEAUDESERT was
hereunto affixed by CRAIG ROBIN BARKE
(Director Corporate Services)

CORPORATE
SEAL
CRAIG ROBIN BARKE
and ANTHONY BRENDAN MARTINI
(Director Civil Operations)

ANTHONY BRENDAN MARTINI
who certify that they are the proper
Officers to affix the Seal

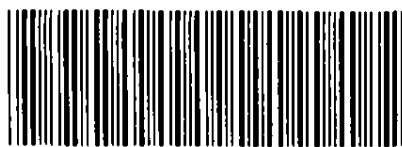
QUEENSLAND LAND REGISTRY

EASEMENT

Form 9 Version 3

Land Title Act 1994, Land Act 1994 and Water Act 2000

Queensland Stamp Duty Paid \$150 Page 1 of 1
 On the Amount of \$100 Duty Imprint Duty Code TRFB



709924656

\$111.30

\$111.30

11/09/2006 12:27

BE 601

13A:BNE:16398 Transaction Number ...112/06

Signed: C.T. ...

22.1.2006

maintaining the publicly searchable registers in the land registry.

1. Grantor

MTAA Superannuation Fund (Flagstone Creek and Spring
 Mountain Park) Property Pty Ltd ACN 082 445 663

Lodger (Name, address & phone number)

Lodger
Code

Home Wilkinson Lowry

GPO Box 2035

BRISBANE QLD 4001

Ph: (07) 3002 6723

Ref: PTB:RLW:67875

WILKINSON
 + BOYNTON
 018

2. Description of Easement/Lot on Plan
Servient Tenement (burdened land)

County

Parish

Title Reference

on SP183944

Easement D in Lot 908 on RP 819216

Stanley

Undullah

50018021

*Dominant Tenement (benefited land)

* not applicable if easement in gross

3. Interest being burdened

Fee Simple

*4. Interest being benefited

N/A

* not applicable if easement in gross

5. Grantee

Given names

Surname/Company name and number

(include tenancy if more than one)

Council of the Shire of Beaudesert

6. Consideration

\$1.00

7. Purpose of easement

Sewerage

8. Grant/Execution

The Grantor for the above consideration grants to the Grantee the easement over the servient tenement for the purpose
 stated in item 7 and the Grantor and Grantee covenant with each other in terms of -

the attached schedule

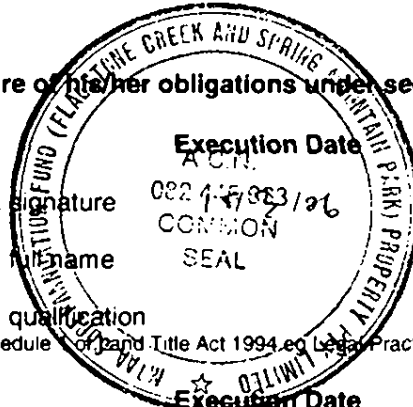
the attached schedule and document no.

document no. 704536477

#delete inapplicable words

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

Witnessing Officer



Execution Date

082 445 663

COMMON

SEAL

Grantor's Signature

+ [Signature]

DIRECTOR

7

+ [Signature]

DIRECTOR

Witnessing Officer

Execution Date

Grantee's Signature

signature

full name

qualification

Refer Attached Schedule

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

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

Title Reference [50018021]

8. Grant/Execution

The Grantor for the above consideration grants to the Grantee the Easement over the servient tenement for the purpose stated in item 7 and the Grantor and Grantee covenant with each other in terms of the Standard Terms Document No. 704536477.

Witnessing Officer

Execution Date

Grantee's Signature

MSL JP

signature

18/8/06

RAYMOND GREGORY LENIZ

full name

JP RUAN 52769

qualification

as per Schedule 1 of Land Title Act 1994 (eg. Legal
Practitioner, J.P., C. Dec)

THE COMMON SEAL OF THE COUNCIL
OF THE SHIRE OF BEAUFORT was
hereunto affixed by CRAIG ROBIN BARKE
(Director Corporate Services)

CORPORATE
SEAL
CRAIG ROBIN BARKE
and ANTHONY BRENDAN MARTINI
(Director Civil Operations)

ANTHONY BRENDAN MARTINI
who certify that they are the proper
Officers to affix the Seal

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

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 1



719381373

\$187.00
30/04/2019 12:01

BE 602

Client No: 1 0 0 8 5 5 4 *Duties Act 2001*
Transaction No: 51 7 - 46 4 - 97 5
Duty Paid \$ NIL ☐ Exempt
UTI \$
Date: 29/4/19 Signed: [Signature]

1. Nature of request

REQUEST TO RECORD RESUMPTION

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

Clayton Utz

Lodger

Code

BE232A

2. Lot on Plan Description

LOT 907 SURVEY PLAN 303089

Title Reference

51153962

3. Registered Proprietor/State Lessee

PEET FLAGSTONE CITY PTY LTD ACN 151 187 594

4. Interest

FEE SIMPLE

5. Applicant

LOGAN CITY COUNCIL

6. Request

I hereby request that: the resumption of Easement EL on SP 311393, Easement EP on SP 311393 and EQ on SP 311393 in the land mentioned in item 2 taken by Logan City Council for sewerage purposes on the terms in the attached gazette notice dated 5 April 2019 is recorded

7. Execution by applicant

LOGAN CITY COUNCIL BY ITS DULY
AUTHORISED DELEGATE

18/4/19
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



ELECTORAL COMMISSION OF QUEENSLAND

In accordance with Section 63 of the *Electoral Act 1992*, I have ascertained and set out in Schedule A hereunder, as at the date indicated, the number of electors enrolled in each Electoral District for the State of Queensland and have determined the average district enrolment and the extent to which the number of electors enrolled in each district differs from the average enrolment.

Schedule B indicates the adjusted enrolment for Electoral Districts of 100,000 square kilometres or more in area, being the sum of the number of enrolled electors and the additional large district number as specified in Section 45 of the Act, and the extent to which those districts differ from the average district enrolment in Schedule A.

Pat Vidgen PSM
Electoral Commissioner

SCHEDULE A

Electoral District	Enrolment as at 29/03/2019	% Deviation from Average District Enrolment
1 ALGESTER	33,343	-4.07%
2 ASPLEY	36,769	5.79%
3 BANCROFT	34,392	-1.05%
4 BARRON RIVER	35,839	3.11%
5 BONNEY	33,071	-4.85%
6 BROADWATER	33,636	-3.23%
7 BUDERIM	34,800	0.12%
8 BULIMBA	37,876	8.97%
9 BUNDABERG	34,331	-1.23%
10 BUNDAMBA	34,999	0.70%
11 BURDEKIN	34,012	-2.14%
12 BURLEIGH	34,471	-0.82%
13 BURNETT	34,362	-1.14%
14 CAIRNS	35,836	3.10%
15 CALLIDE	33,179	-4.54%
16 CALOUNDRA	35,568	2.33%
17 CAPALABA	35,386	1.81%
18 CHATSWORTH	34,582	-0.50%
19 CLAYFIELD	38,404	10.49%
20 CONDRAMINE	36,644	5.43%
21 COOK*	32,284	-7.12%
22 COOMERA	40,003	15.09%
23 COOPER	36,400	4.73%
24 CURRUMBIN	34,478	-0.80%
25 EVERTON	36,462	4.91%
26 FERNY GROVE	35,324	1.63%
27 GAVEN	32,272	-7.15%
28 GLADSTONE	32,291	-7.10%
29 GLASS HOUSE	33,166	-4.58%
30 GREENSLOPES	35,923	3.35%
31 GREGORY*	24,470	-29.60%
32 GYMPIE	37,287	7.28%
33 HERVEY BAY	37,950	9.19%
34 HILL	36,522	5.08%
35 HINCHINBROOK	33,550	-3.47%
36 INALA	34,145	-1.76%
37 IPSWICH	32,059	-7.76%
38 IPSWICH WEST	34,067	-1.99%
39 JORDAN	35,240	1.38%
40 KAWANA	34,979	0.64%
41 KEPPEL	35,379	1.79%
42 KURWONGBAH	34,795	0.11%
43 LOCKYER	33,699	-3.04%
44 LOGAN	34,303	-1.31%
45 LYTTON	36,155	4.02%
46 MACALISTER	34,835	0.22%
47 MCCONNEL	36,373	4.65%

Electoral District	Enrolment as at 29/03/2019	% Deviation from Average District Enrolment
48 MACKAY	37,189	7.00%
49 MAIWAR	36,927	6.24%
50 MANSFIELD	33,761	-2.87%
51 MAROOCHYDORE	34,449	-0.89%
52 MARYBOROUGH	36,439	4.84%
53 MERMAID BEACH	34,197	-1.61%
54 MILLER	34,218	-1.55%
55 MIRANI	32,737	-5.81%
56 MOGGILL	34,326	-1.24%
57 MORAYFIELD	34,547	-0.60%
58 MOUNT OMMANEY	34,890	0.38%
59 MUDGEERABA	36,432	4.82%
60 MULGRAVE	34,235	-1.50%
61 MUNDINGBURRA	32,776	-5.70%
62 MURRUMBA	38,389	10.45%
63 NANANGO	36,065	3.76%
64 NICKLIN	33,275	-4.26%
65 NINDERRY	36,740	5.70%
66 NOOSA	35,498	2.13%
67 NUDGE	36,758	5.76%
68 OODGEROO	31,933	-8.13%
69 PINE RIVERS	36,908	6.19%
70 PUMICESTONE	35,514	2.18%
71 REDCLIFFE	36,860	6.05%
72 REDLANDS	35,372	1.77%
73 ROCKHAMPTON	35,347	1.70%
74 SANDGATE	35,842	3.12%
75 SCENIC RIM	36,569	5.21%
76 SOUTH BRISBANE	35,823	3.07%
77 SOUTHERN DOWNS	35,480	2.08%
78 SOUTHPORT	33,600	-3.33%
79 SPRINGWOOD	34,686	-0.20%
80 STAFFORD	37,501	7.89%
81 STRETTON	32,727	-5.84%
82 SURFERS PARADISE	33,022	-4.99%
83 THEODORE	33,650	-3.19%
84 THURINGOWA	34,899	0.41%
85 TOOHEY	33,114	-4.73%
86 TOOWOOMBA NORTH	36,366	4.63%
87 TOOWOOMBA SOUTH	36,945	6.29%
88 TOWNSVILLE	34,595	-0.47%
89 TRAEGER*	25,450	-26.78%
90 WARREGO*	29,006	-16.55%
91 WATERFORD	32,736	-5.81%
92 WHITSUNDAY	32,990	-5.08%
93 WOODRIDGE	35,718	2.76%
STATE-TOTAL	3,232,412	
AVERAGE ENROLMENT	34,757	

*Electoral Districts of 100,000 sq kms or more in area

SCHEDULE B
ENROLMENT FOR
ELECTORAL DISTRICTS OF 100,000 SQUARE KILOMETRES OR MORE IN AREA

District Name	Area (Sq Kms)	2% of Area	Actual Enrolment as at 29/03/2019	Weighted Enrolment	% Deviation from Average District
COOK	196,835.00	3,937	32,284	36,221	4.21%
GREGORY	459,680.00	9,194	24,470	33,664	-3.15%
TRAEGER	428,911.00	8,578	25,450	34,028	-2.10%
WARREGO	337,811.00	6,756	29,006	35,762	2.89%



*Acquisition of Land Act 1967***TAKING OF EASEMENT NOTICE BY LOGAN CITY COUNCIL (No 02) 2019****Short title**

1. This notice may be cited as the *Taking of Easement Notice by Logan City Council (No 02) 2019*

Easement taken [ss.6 and 15D of the Act]

2. The easements described in Schedule 2 are taken by Logan City Council for easement purposes and vest in Logan City Council on and from 5 April 2019.

Rights and obligations

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

SCHEDULE 1**PART 1 DRAFTING CONVENTIONS****1.1 Conventions Adopted for Easement Schedule**

The configuration and conventions detailed in this Part 1 have been adopted in drawing this Easement.

1.2 Configuration of Content

- (1) The Easement Schedule is configured into Parts.
- (2) Each Part is composed of Clauses.
- (3) Some Clauses contain numbered sub clauses.

1.3 Capital Letters

- (1) Where used in the Easement Schedule, the following types of word begin with a capital letter:
 - (a) (with minor exceptions) a word that is, or is part of an expression that is, defined in Part 2;
 - (b) a word that begins a sentence;
 - (c) a word that is a proper noun.
- (2) Examples of the minor exceptions mentioned in Clause 1.3(1)(a) are:
 - (a) "include" and its derivatives;
 - (b) "act" and its derivatives (as a reference to an act or omission, in contradistinction to a reference to a statute).

PART 2 INTERPRETATION OF PROVISIONS**2.1 General**

- (1) Subject to Clause 2.1(2), this Easement is to be interpreted by reference to:
 - (a) the conventions stated in Part 1; and
 - (b) the provisions of this Part 2.
- (2) Each of those conventions and provisions applies to the Easement unless:
 - (a) the context otherwise requires; or
 - (b) a contrary intention appears.

2.2 Definitions

Each of the following expressions in bold to the left bears the meaning shown opposite:

act	Includes: <ol style="list-style-type: none"> (1) an omission; and (2) a refusal to act.
Act	<ol style="list-style-type: none"> (1) An Act passed by the Commonwealth Parliament or the Queensland Parliament. (2) Subordinate legislation made under the Act. (3) A direction or requirement made by a competent entity under the Act, subordinate legislation, instrument, or law. (4) A licence, authorization, consent, approval, or exemption granted under the Act, subordinate legislation, instrument, or law. (5) A planning instrument or a local law.

Associate	A person who claims under or through a Party (including Energex Limited ABN 40 078 849 055). <i>Examples:</i> <i>For the Owner: An employee, an agent, a contractor, a person who visits or uses the Balance Land as the Owner's tenant, licensee, or invitee.</i> <i>For Council: An employee, an agent, a contractor, a licensee or invitee upon the portion of the Land adjoining the Servient Tenement.</i>
Balance Land	The Land beyond the Servient Tenement.
Clause	A numbered clause, sub-clause, or paragraph of this Easement.
Cost	Includes loss, liability, and expense.
Council	Logan City Council
Derogative Activity	Refer to Clause 3.7(2)
Easement	This document.
Easement Plan	The Reconfiguration plan showing the location of the Servient Tenement.
Fence	A fence upon or bounding the Servient Tenement or the Land.
include	Comprise or encompass, without being limited to what is stated to be included. <i>Example: "act" is defined as including an omission and a refusal to act. However, the expression is not confined to an omission and a refusal to do something; it also encompasses (obviously) a positive action.</i>
Installation	A Structure or other object or item (including a plant or a tree) upon the Servient Tenement.
Land	The land, of which the Servient Tenement is part.
Land Title Act	<i>Land Title Act 1994 (Qld).</i>
Local Government Act	<i>Local Government Act 2009 (Qld).</i>
Maintain	Includes repair, renew, and replace.
Owner	The registered proprietor of the Land.
Part	A numbered part or division of this Easement, containing: (1) one or more Items; or (2) one or more Clauses.
Party	Each of the Owner and Council.
Public Office	(1) For Council: the public office it maintains under the <i>Local Government Act</i> . (2) That address is: (a) 150 Wembley Road, Logan Central (delivery); (b) P.O. Box 3226, Logan City DC, 4114 (post); or (c) (07) 3412 3444 (facsimile).
Removal Cost	Refer to Clause 6.1(5).
Routine Maintenance	Maintenance work that does not or will not substantially interfere with the use or amenity of the Balance Land.

Service Infrastructure	<p>Infrastructure to convey waste water and excrement of all kinds across or beneath the surface of the Servient Tenement, including:</p> <ol style="list-style-type: none"> (1) sewers or pipelines; (2) manholes, stopcocks, pressure-control devices, pumps and pump stations, and other usual or necessary fittings and components; and (3) ancillary apparatus for the support and protection of those items. <p>Infrastructure to convey and distribute electricity, telecommunications and other energy in all its forms, including :</p> <ol style="list-style-type: none"> (1) conductors, cables, towers, aerials, and poles, (2) switchgear and circuit breakers and isolators; (3) power transformers and instrument transformers, control, protection and communication equipment, (4) foundations, ground anchorages and supports, (5) ancillary apparatus for the support and protection of those items.
Servient Tenement	The area of the Land subject to this Easement.
Soil	Earth, sand, gravel, rock, or other materials or substances related to any of those items.
Special Conditions	The conditions (if any) specified in Part 9.
Structure	<p>Includes:</p> <ol style="list-style-type: none"> (1) a building (habitable or not), regardless of size;¹ (2) a bridge or culvert; (3) a tower, mast, pillar, or post; (4) a wall or a fence (other than a dividing fence); (5) a shipping container or similar object; (6) a sculpture or statue; (7) a viaduct, rail line, sealed carriageway or path; (8) anything else that is or may be reasonably characterized as a structure when placed upon land (whether by affixation or by resting upon its own weight).
Unauthorized Installation	A Structure or other object or item (including a plant or a tree) erected, installed, or placed upon the Servient Tenement in contravention of this Easement, particularly Clause 3. ²

2.3 Cognate Expressions

Derivatives of a defined expression bear meanings corresponding to and consistent with the definition.

2.4 Non defined Expressions

A term used, but not relevantly defined, in the Easement carries the meaning that the Oxford English Dictionary current for the time being ascribes to the term.

2.5 Parties

- (1) Reference to a Party who is a natural person includes the person's personal representatives and permitted assigns (transferees).
- (2) Reference to a Party that is a legal entity other than a natural person includes the entity's successors and permitted assigns (transferees).
Examples of a legal entity other than a natural person:
 - (a) a corporation;
 - (b) a local governing body constituted or continued under the Local Government Act 2009.
- (3) A reference to either Party includes the Party's Associates.

2.6 Concurrent Responsibility

Where a Party is composed of two or more persons, each item of agreement by the party binds:

- (1) all of those persons collectively; and
- (2) each of them as an individual.³

¹ Example of a small building: a garden shed.

² General prohibition upon Derogative Activities.

³ This collective and individual responsibility is otherwise known as joint and several responsibility.

2.7 Actions

- (1) Reference (whether direct or indirect) to a person's act includes the act of another person, if the law deems the other person's act also to be the first mentioned person's act because of the legal relationship between the two.

Example: The act of an employee, in the performance of that person's duties as employee, is imputed to his/her employer; that is, it is deemed by law also to be the act of the employer.

- (2) If a provision states that a person must not do something, the obligation requires the person also to prevent others over whom he has control or dominion from doing that thing.

2.8 Particular References

Where a provision that is prefaced or introduced by the expression, "in particular" or "particularly", refers to or qualifies another provision of more general application, the former provision does not limit the ambit of the latter provision.

2.9 Block References

- (1) Reference to the period between two specified dates, times or periods includes each of those two dates, times or periods.

Example: A reference to the period "from 1 January to 31 December" or "between 1 January and 31 December" is a reference to the period comprising each of those two dates and all of the days between them.

- (2) Reference to the numbers, provisions, or items, in this or another document, between two specified numbers, numbered provisions, or numbered items, includes each of those two numbers, numbered provisions or items.

Example: A reference to "Clauses 2.1 to 2.5", or "from Clause 2.1 to Clause 2.5", or "between Clause 2.1 and Clause 2.5" is a collective reference to those two clauses and the clauses between them.

2.10 Miscellaneous References

- (1) Reference to the singular includes the plural, and vice versa.
- (2) Reference to a gender includes each other gender.
- (3) Reference to a person encompasses a natural person, a corporation, any other type of legal entity (including a body politic), a firm, and a voluntary association.
- (4) Reference to a person that has ceased to exist, or has reconstituted, amalgamated, reconstructed, or merged, is to be treated as a reference to the person:
- (a) established or constituted in its stead; or
 - (b) as nearly as may be, succeeding to its power or function.
- (5) Reference to an office or position includes an office or position:
- (a) established or constituted in lieu of that office or position; or
 - (b) as nearly as may be, succeeding to its power or function.
- (6) Reference to an Act includes an Act that amends, consolidates, or replaces an Act.
- (7) Reference to a section or other provision of an Act includes a section or provision that amends, consolidates, or replaces the section or provision.
- (8) An Act not identified (by definition or otherwise) as an Act of the Commonwealth Parliament is an Act of the Queensland Parliament.
- (9) Reference to an agreement or other instrument is to that agreement or instrument as amended, supplemented, replaced, or novated.
- (10) Reference to a time of day is a reference to Australian Eastern Standard Time.
- (11) Reference to writing is a reference to reproduction of words, figures, symbols, and shapes in visible form, in English.

2.11 Headings and Notes

The table of contents, the headings, and any footnotes and endnotes:

- (1) exist for convenience only; and
- (2) are to be disregarded when interpreting the Easement.

2.12 Severance

A provision will be deemed omitted from the Easement if:

- (1) the provision is void or unenforceable; or
- (2) retention of the provision would render the Easement void or unenforceable.

2.13 Governing Law

- (1) Queensland law governs the Easement.
- (2) For clarity, Queensland law includes Commonwealth Acts to the extent that they bind Queensland.

PART 3 USE OF SERVIENT TENEMENT**3.2 Purpose of Easement**

Council may install, use, and Maintain the Service Infrastructure within the Servient Tenement.

3.3 Limitation of Usage

- (1) Where to do so is necessary or prudent to enable it lawfully to undertake Maintenance work properly and safely upon the area, a Party may:

- (a) close the Servient Tenement; or
- (b) limit use of the Servient Tenement by those who otherwise would use it (for example, by creating an obstruction).

Example: Closure to permit the removal of overhanging branches or other items posing potential danger to persons or property.

- (2) However, the closure or limitation:

- (a) must not exceed the minimum duration reasonable;
- (b) must not cause to persons otherwise entitled to use the Servient Tenement more than the minimum inconvenience reasonable; and
- (c) must not present a safety hazard for persons using the Servient Tenement or (in the case of a Council created obstruction) the Balance Land.

- (3) Other than in an emergency,⁴ a Party may not exercise an entitlement under this Clause 3.3 without giving reasonable notice to the other Party.

3.4 Removal of Unauthorized Obstructions

A Party must not do anything that creates, or contributes to the creation, of an obstruction upon the Servient Tenement otherwise than in the lawful exercise of:

- (1) an entitlement under this Easement;⁵ or
- (2) an entitlement that exists at law irrespective of the Easement.

3.5 Compliance with Statutes

- (1) The Owner must not breach an obligation imposed upon it under an Act concerning the Service Infrastructure.
- (2) Clauses 3.5(3) and 3.5(4) apply if a provision of this Easement (an easement provision) is inconsistent with a provision in an Act (a statutory provision).
- (3) If the Act does not permit the Parties to exclude or vary the statutory provision, that provision prevails over the easement provision to the extent of the inconsistency.
- (4) If the Act does permit the Parties to exclude or vary the statutory provision, the easement provision prevails over the statutory provision to the extent of the inconsistency.
- (5) Council liability to contribute, pursuant to Land Title Act section 85B(2), to the cost of keeping the Servient Tenement (or any area of the Balance Land) in a condition appropriate for enjoyment of the easement is excluded.

3.6 General Limitation upon Activities

Other than to the extent that this Easement permits it to do so, neither Party may place or permit upon the Servient Tenement anything that:

- (1) causes or may cause unreasonable inconvenience to persons lawfully using the Servient Tenement or adjacent areas;
- (2) creates or may create a danger to person or property, within or beyond the Servient Tenement.

3.7 Derogation

- (1) The Owner must not undertake or allow a Derogative Activity upon the Servient Tenement unless Council consents to it doing so.
- (2) A Derogative Activity is:
 - (a) the construction or installation of a Structure;
 - (b) the creation of a concrete, bitumen, or paved surface;
 - (c) the construction of gardens or other landscaping;
 - (d) the extraction, stockpiling, or removal of Soil;
 - (e) the performance of other earthwork;
 - (f) any other action that interferes, directly or indirectly, with the Service Infrastructure or compromises its safety, security, integrity, or utility;
 - (g) any other action that prevents Council accessing the Servient Tenement or Service Infrastructure to exercise an entitlement under the Easement;
 - (h) any other action that creates upon the Servient Tenement a safety risk to Council's Associates; or
 - (i) any other action that creates a danger to Council property or the property of Council Associates, lawfully upon the Servient Tenement.
- (3) Council may withhold consent under Clause 3.7(1) where it considers, acting reasonably, that the relevant action, more probably than not, will interfere with:
 - (a) achievement of the Easement's purpose; or
 - (b) the exercise of a Council entitlement under the Easement.

⁴ Refer to Clause 8.2 concerning the exercise of emergency power.

⁵ Refer particularly to Clause 6.2 concerning Grantee removal of Unauthorized Installations.

PART 4 INFRASTRUCTURE**4.2 Inspection and Performance of Work**

- (1) Council may enter the Servient Tenement:
 - (a) to assess its condition;
 - (b) to install Service Infrastructure;
 - (c) to inspect Service Infrastructure;
 - (d) to Maintain the tenement; and
 - (e) to Maintain the Service Infrastructure.
- (2) However, other than in an emergency, Council must give the Owner reasonable notice of its intention to enter the Servient Tenement to perform work other than Routine Maintenance.
- (3) A notice under Clause 4.2(2) must contain reasonable details of:
 - (a) the proposed date of entry;
 - (b) the work Council proposes to perform;
 - (c) the anticipated duration of the work; and
 - (d) the assistance (if any) Council requires from the Owner to facilitate effective and expeditious completion of the work.

4.3 Ownership of Infrastructure

Council owns all Service Infrastructure irrespective of the manner and extent by and to which the infrastructure becomes affixed to the land.

4.4 Maintenance of Infrastructure

The Owner is not obliged to Maintain the Service Infrastructure.

4.5 Interference with Infrastructure

Other than in an emergency, the Owner must not interfere with the Service Infrastructure, or do anything likely to jeopardize its safety or reliability.

4.6 Safety Standards

The Owner must not do or permit upon the Land, anything that:

- (1) creates upon the Servient Tenement a safety risk to Council's Associates;
- (2) creates a danger to Council property or the property of Council Associates, lawfully upon the Servient Tenement and
- (3) compromises the safety, the security, the integrity, or the utility of the Service Infrastructure.

4.7 Council Discretion

- (1) Other than to the extent that this Easement states otherwise, Council may determine, in its discretion, how it exercises its entitlements under the Easement.
- (2) However, Council must not:
 - (a) damage an Installation more than is necessary; or
 - (b) destroy an Installation unless to do so is necessary, to ensure the proper exercise its entitlements under the Easement.
- (3) Clause 4.7(2) does not apply to an Installation that Council owns.

4.8 Limitation upon Council Liability

- (1) Other than to the extent that this Easement states otherwise, Council is not obliged to repair or replace an Installation damaged or destroyed through the lawful exercise of its entitlements under the Easement.
- (2) Council is obliged only to leave the Servient Tenement in as clean and tidy a state as is practical having regard to:
 - (a) the work it has done; and
 - (b) the nature of the damage or destruction.
- (3) However, where it damages or destroys a concrete or otherwise sealed ground surface, Council must reinstate the surface to the condition in which it existed immediately before the damage or destruction if:
 - (a) the surface existed before the taking of this Easement or
 - (b) the surface was constructed or installed pursuant to a Owner entitlement in this Easement; or
 - (c) the surface was constructed or installed pursuant to a Council consent, given under the Easement and not given conditionally upon the Owner reinstating the surface.
- (4) Council is not responsible for inconvenience or disturbance to the Owner or an occupier of the Land, resulting from the lawful and reasonable exercise of Council entitlements under this Easement.

4.9 Ancillary Council Entitlements

- (1) Council may do upon and to the Land whatever is incidental to the effective exercise of its specific entitlements and the effective discharge of its specific obligations under this Easement.
- (2) For example, Council may:

- (a) excavate and otherwise open or break Soil;
 - (b) remove and dispose of resultant spoil;
 - (c) erect scaffolding and other Structures;
 - (d) cut and remove, or burn away, timber, trees and undergrowth;
 - (e) clear Unauthorized Installations;
 - (f) use vehicles, plant, and other equipment;
 - (g) enter and leave the Servient Tenement via the Balance Land if there exists no reasonable alternative accessway;
 - (h) use temporarily one or more areas of the Land adjacent the Servient Tenement to facilitate the operation of machinery or the stockpiling of spoil.
- (3) However, Council must not exercise its Easement entitlements in a manner that:
- (a) diminishes unreasonably the amenity of the Land, particularly the Balance Land; or
 - (b) interferes unreasonably with the lawful use of the Land by the Owner.
- (4) Council must do everything reasonable:
- (a) to prevent; or
 - (b) where prevention is not practical, to minimize,
- its interference with Owner use and enjoyment of the Land, particularly the Balance Land.

PART 5 FENCING

5.2 Removal or Damage to Obtain Access

Council may demolish or break a Fence to gain access to the Servient Tenement.

5.3 Reinstatement after Access

In exercising that entitlement, Council must:

- (1) replace the Fence it demolishes, with a Fence of at least the quality of the Fence demolished; or
- (2) repair the damage it causes.

5.4 Gates

- (1) If it damages a Fence, Council may replace the damaged section with a gate instead of repairing the damage.
- (2) Unless the Owner agrees otherwise:
 - (a) the quality of the gate must be at least equivalent to that of the remainder of the Fence; and
 - (b) the design and appearance of the gate must be integrate reasonably with the design and appearance of the remainder of the fence.
- (3) Once installed, the gate will become the property of the person who owns the Fence.

5.5 Exception to Reinstatement Obligation

Irrespective of Clauses 5.3 and 5.4, Council need not repair or replace a Fence or a section of Fence the presence of which derogates from the grant of this Easement; for example, a Fence or section that:

- (1) constitutes an Unauthorized Installation; or
- (2) (for a drainage easement) prevents overland drainage of rainwater to a lawful outfall.

PART 6 STRUCTURES UPON SERVIENT TENEMENT

6.2 Removal of Unauthorized Installations

- (1) Without limiting the remedies available to it, Council may enter the Servient Tenement and remove an Unauthorized Installation.
- (2) If removal necessitates disassembly or demolition of the item, Council may disassemble or demolish the item.
- (3) However, other than in an emergency,⁶ Council may not remove the Unauthorized Installation without having given the Owner:
 - (a) reasonable notice of its intention to do so; and
 - (b) a reasonable opportunity to remove the item of its own volition.
- (4) If it removes the item intact or as demolished or disassembled, Council may:
 - (a) deposit the item, the demolition material, or the disassembled components upon the Balance Land; or
 - (b) store the item or its disassembled components at Owner expense; or
 - (c) dispose of the demolition material.
- (5) Council may recover from the Owner the Cost (Removal Cost) Council has incurred in exercising its entitlement under this Clause 6.2.
- (6) Included in that Cost are:
 - (a) the expense of disassembly or demolition;

⁶ Refer to Clause 8.2 concerning the exercise of emergency power.

- (b) (where applicable) the expense of storing the item or its disassembled components (including, if applicable, the cost of insuring it or them); and
- (c) the expense of arranging release of the stored item or components.
- (7) For clarity, administrative on costs (for example, remuneration paid to Council's own staff for the work they perform concerning the removal and storage) form part of the Removal Cost.
- (8) The Owner may not collect what Council has stored until it reimburses Council the Removal Cost.
- (9) If the Owner fails to reimburse Council and/or to collect the stored item or components, in compliance with a notice from Council requiring it to do so, Council may retain or dispose of the item/components as it considers appropriate.
- (10) If Council disposes of the item/components, or the demolition material, the Removal Cost will be reduced by the equivalent of the amount of the disposal proceeds.
- (11) For clarity, if the disposal cost exceeds the disposal proceeds, the Removal Cost will increase by the amount of the excess.

PART 7 NOTICES

7.2 Notices (General)

- (1) This Part 7 governs notices under this Easement unless a provision of the Easement expressly provides otherwise.
- (2) A notice must be in writing.
- (3) The Party giving the notice, or one of its officers, must sign the notice.
- (4) An officer is:
 - (a) for the Owner: a director, an alternate director, a secretary, an assistant secretary, an executive officer, an attorney, or a managing agent;
 - (b) for Council, its chief executive officer, including his lawful delegate, or another person who possesses the delegated authority of Council under the Local Government Act;
 - (c) for either Party: its solicitor.
- (5) If a Party is comprised of more than one person:
 - (a) a notice by that Party need not be signed by all of those persons if it expressly states that the signatory is, or signatories are, authorized by all of those persons to sign the notice; and
 - (b) the recipient of the notice need not enquire into the validity of the authorization.

7.3 Service of Notices

- (1) A Party must give a notice by:
 - (a) delivering it to the intended recipient's address for notices; or
 - (b) posting it to the intended recipient at its address for notices; or
 - (c) transmitting it by facsimile to the intended recipient at its address for facsimile transmissions (if the recipient has given the Party written details of that address).
- (2) Where the recipient is the Owner, its address for notices is its address shown on Council's land record as the address for the owner of the Land.
- (3) The land record is the record of rateable land in its local government area, which Council maintains under the Local Government Act.⁷
- (4) Where Council is the recipient:
 - (a) its address for delivery of notices is the address published upon its website as the address of its public office;⁸
 - (b) its postal address is the postal address published upon its website as its postal contact address; and
 - (c) its address for facsimile transmissions is the facsimile number published upon its website as its contact number for facsimile transmissions.
- (5) If Council maintains more than one public office, its address for the delivery of notices is the address of public office nearest the Land.
- (6) Either Party may alter its addresses for notices, or any of them, by notifying details of the new address (delivery, postage, or facsimile) to the other.
- (7) If either Party is not at its address for notices current at the time the other Party wishes to give it a notice, its address for notices will be treated as being its last place or residence, principal place of business, or facsimile number, known to the other Party.

7.4 Receipt of Notices

- (2) A notice delivered or posted is deemed received:
 - (a) if personally delivered at or before 4:30pm: at the moment of delivery;
 - (b) if delivered after 4:30pm: at 8:30am on the Business Day following the day of delivery;
 - (c) if posted to an address in Australia: 2 Business Days after posting;

⁷ Refer to section 154(2).

⁸ Refer to Local Government Act section 261 concerning a local government's public office.

- (d) if posted to an address outside Australia: 5 Business Days after posting.
- (3) A notice sent by facsimile transmission is deemed received at the time of receipt specified in a confirmation report, if the report discloses that the transmission was received at or before 4:30pm.
- (4) If the confirmation report discloses receipt of the transmission after 4:30pm, the notice is deemed received at 8:30am on the Business Day following the date of receipt disclosed in the report.
- (5) A confirmation report is, for a facsimile transmission, a transmission confirmation report produced by the sender's facsimile machine:
 - (a) containing the identification code of the intended recipient's facsimile machine; and
 - (b) indicating that the transmission was received without error.
- (6) A notice received upon a day that is not a Business Day is deemed received at 8:30am on the Business Day following the day of receipt.

PART 8 MISCELLANEOUS

8.2 Exercise of Emergency Power

- (1) The Party that seeks to exercise emergency power under this Easement⁹ will be the sole judge of whether the emergency exists.
- (2) However, that Party must:
 - (a) make its judgement in good faith; and
 - (b) notify the other Party of its action as soon as is practical.

8.3 Communications between Parties

- (1) Neither an approval nor a consent or permission given under the Easement binds the person giving it unless that person gives it in writing.
- (2) An appointment or direction made or given under the Easement is ineffective unless made or given in writing.
- (3) A request made under the Easement is deemed neither made nor received if not made in writing.
- (4) The waiver of an entitlement under the Easement is not binding unless made in writing.
- (5) For clarity, a notice under the Easement is ineffective unless given in writing.¹⁰

8.4 Cumulative Entitlements

Unless the Easement expressly states otherwise, the remedies and other entitlements it gives a Party are cumulative:

- (1) not alternative; and
- (2) not exclusive of other entitlements that the Party possesses (whether under an Act or at general law).

8.5 Waiver/Abandonment of Entitlement

- (1) The mere fact that a Party does not exercise an entitlement under or concerning this Easement when the entitlement accrues:
 - (a) does not deprive it of the entitlement; and
 - (b) does not deprive it of similar entitlements that accrue at other times.¹¹
- (2) The mere fact that a Party grants an indulgence under or concerning the Easement on a given occasion does not entitle the recipient to the same or a similar indulgence on another occasion.
- (3) The mere fact that a Party grants an indulgence under or concerning the Easement in a given circumstance does not entitle the recipient to the same or a similar indulgence in a similar circumstance.

8.6 Jurisdiction (Adjudication of Disputes)

- (1) For this Clause 8.6, a Queensland Court is:
 - (a) a court or tribunal, constituted under Queensland legislation and empowered to adjudicate a dispute arising under this Easement; and
 - (b) the High Court of Australia (as the final forum of appeal from the decision of any such court or tribunal).
- (2) The Parties submit to the exclusive jurisdiction of the Queensland Courts for the adjudication and resolution of disputes under the Easement.
- (3) Each Party waives all entitlement to object to a Party bringing action upon the Easement before a Queensland Court, including entitlement to claim that:
 - (a) the Queensland Court is an inconvenient forum; or
 - (b) no Queensland Court has jurisdiction.
- (4) Each Party undertakes to refrain from bringing action upon the Easement in a forum other than a Queensland Court.

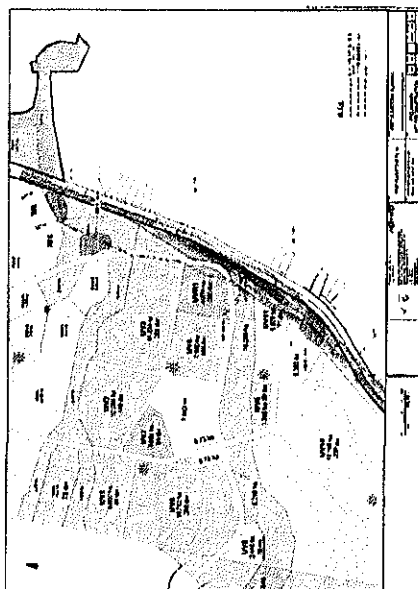
⁹ Refer to Clauses 3.3(3) and 4.2(2).

¹⁰ Refer to Clause 7.2(2), which states that a notice must be in writing.

¹¹ Refer also to Clause 8.3(4).

PART 9 SPECIAL CONDITIONS**9.1 Detention Basins**

- (1) Notwithstanding clause 3.7(1) of the Easement terms, Council provides its consent to the Owner, subject to sub-clause (2), installing two detention basins over the Servient Tenement generally in accordance with the locations shown on the attached "Detention Basin Plan".
- (2) The Owner acknowledges that Council's consent provided by this clause is conditional upon the Owner:
 - (a) providing Council with design documentation (including without limitation documentation relating to the proposed works, construction methodology and construction equipment) for the detention basins prior to the commencement of any works;
 - (b) to the greatest extent possible, locating the detention basins outside of the Servient Tenement;
 - (c) if installation is required over the Servient Tenement, ensuring that only a storage component of a detention basin may be installed over the Servient Tenement. For the avoidance of doubt, no qualitative component of a detention basin may be installed over the Servient Tenement;
 - (d) obtaining certification from a Registered Professional Engineer of Queensland that the detailed design for the detention basins complies with the performance criteria of the Queensland Development Code (part 1.4 - Building over or near relevant infrastructure) and providing a copy of that certification to Council prior to commencement of any works; and
 - (e) in undertaking the works to install the detention basins, ensuring that protection works (temporary and permanent) are undertaken as required, ensuring that a monitoring plan is in place and complied with during construction and ensuring that an emergency works plan is in place in the event that the Service Infrastructure in the Servient Tenement is damaged during construction.
- (3) If the Owner breaches any part of sub-clause (2) in respect of installation of the detention basins, it will be liable for all costs incurred by Council in having to:
 - (f) relocate or maintain the detention basins; or
 - (g) maintain or repair the Service Infrastructure in the Servient Tenement.

DETENTION BASIN PLAN**SCHEDULE 2****Easements Taken**

Easement EN on SP311393 (to be registered in the Land Registry), area 578 m2, part of Title Reference 51153961.
 Easement EL on SP311393 (to be registered in the Land Registry), area 370 m2, part of Title Reference 51153962.
 Easement EP on SP311393 (to be registered in the Land Registry), area 1152 m2, part of Title Reference 51153962.
 Easement EQ on SP311393 (to be registered in the Land Registry), area 3.169 ha, part of Title Reference 51153962.
 Easement ER on SP311394 (to be registered in the Land Registry), area 5,416m2, part of Title Reference 51153962.
 Easement ES on SP311394 (to be registered in the Land Registry), area 7,722m2, part of Title Reference 51153962.

ENDNOTES

1. Made by Logan City Council on 3 April 2019.
2. Published in the Gazette on 5 April 2019.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Natural Resources and Mines and Energy.
5. File Reference LCC/1071131-1.

*Acquisition of Land Act 1967***TAKING OF EASEMENT NOTICE
BY LOGAN CITY COUNCIL (No. 01) 2019****Short title**

1. This notice may be cited as the *Taking of Easement Notice by Logan City Council (No. 01) 2019*.

Easement taken [ss.6 and 15D of the Act]

2. The easements described in Schedule 2 are taken by Logan City Council for sewerage purposes and vest in Logan City Council on and from 5 April 2019.

Rights and obligations

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

SCHEDULE 1

Standard Terms Document Dealing No. 716215253

SCHEDULE 2**Easement Taken**

Easement A on SP304880 (to be registered in the Land Registry), area 203 m², part of Title Reference 50839599.

Easement B on SP304880 (to be registered in the Land Registry), area 60 m², part of Title Reference 50839600.

Easement C on SP304880 (to be registered in the Land Registry), area 60 m², part of Title Reference 50839601.

Easement D on SP304880 (to be registered in the Land Registry), area 60 m², part of Title Reference 50839602.

Easement E on SP304880 (to be registered in the Land Registry), area 60 m², part of Title Reference 50839603.

Easement EE on SP304880, (to be registered in the Land Registry) area 47 m², part of Title Reference 50839603.

Easement F on SP304881 (to be registered in the Land Registry), area 60 m², part of Title Reference 50839604.

Easement G on SP304881 (to be registered in the Land Registry), area 60 m², part of Title Reference 50839605.

Easement H on SP304881 (to be registered in the Land Registry), area 60 m², part of Title Reference 50839606.

Easement I on SP304881 (to be registered in the Land Registry), area 60 m², part of Title Reference 50839607.

Easement J on SP304881 (to be registered in the Land Registry), area 60 m², part of Title Reference 50839608.

Easement K on SP304881 (to be registered in the Land Registry), area 60 m², part of Title Reference 50839609.

Easement L on SP304881 (to be registered in the Land Registry), area 60 m², part of Title Reference 50839610.

Easement M on SP304881 (to be registered in the Land Registry), area 60 m², part of Title Reference 50839611.

Easement N on SP304881 (to be registered in the Land Registry), area 60 m², part of Title Reference 50839612.

Easement O on SP304881 (to be registered in the Land Registry), area 60 m², part of Title Reference 50839613.

Easement P on SP304881 (to be registered in the Land Registry), area 102 m², part of Title Reference 50839614.

Easement KK on SP304881 (to be registered in the Land Registry), area 47 m², part of Title Reference 50839609.

ENDNOTES

1. Made by Logan City Council on 3 April 2019.
2. Published in the Gazette on 5 April 2019.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Natural Resources and Mines and Energy.
5. File Reference LCC/1074051-1.

*Acquisition of Land Act 1967***TAKING OF LAND NOTICE BY LOGAN CITY COUNCIL
(NO. 01) 2019****Short title**

1. This notice may be cited as the *Taking of Land Notice by Logan City Council (No. 01) 2019*.

Land taken [s.15D of the Act]

2. The land described in the Schedule is taken by Logan City Council for sewerage infrastructure purposes and vests in Logan City Council for an estate in fee simple on and from 5 April 2019.

SCHEDULE**Land Taken**

Lot 50011 on SP311397 (to be registered in the Land Registry), area 4896 m², part of Title Reference 51153962.

Endnotes

1. Made by Logan City Council on 3 April 2019.
2. Published in the Gazette on 5 April 2019.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Natural Resources and Mines and Energy.
5. File Reference LCC/1071131-1.

*Anglican Church of Australia Act 1977***ANGLICAN CHURCH OF AUSTRALIA
ALTERATION OF THE CONSTITUTION**

NOTICE is hereby given under section 67(2) of the Constitution of the Anglican Church of Australia that

WHEREAS on 30 June 2014 the General Synod of the Anglican Church of Australia duly made Canon No. 4 of 2014 being the Constitution Amendment (Membership of the Diocesan Tribunal) Canon 2014 to alter the Constitution of the Anglican Church of Australia with respect to membership of the Diocesan Tribunal in section 54 therein

AND WHEREAS on 19 March 2019 the President of the General Synod, the Most Reverend Dr Philip Freier, Archbishop of Melbourne and Metropolitan of the Province of Victoria, determined that there is no condition remaining to which the coming of the Canon into effect is subject

THE SAID PRESIDENT determined that the said Canon shall come into effect on 1 July 2019.

DATED: 29 March 2019

Anne Hywood
General Secretary
General Synod
Anglican Church of Australia

*Anglican Church of Australia Act 1977***ANGLICAN CHURCH OF AUSTRALIA
ALTERATION OF THE CONSTITUTION**

NOTICE is hereby given under section 67(2) of the Constitution of the Anglican Church of Australia that

WHEREAS on 30 June 2014 the General Synod of the Anglican Church of Australia duly made Canon No. 5 of 2014 being the Constitution Amendment (Membership of the Provincial Tribunal) Canon 2014 to alter the Constitution of the Anglican Church of Australia with respect to membership of the Provincial Tribunal in section 55 therein

AND WHEREAS on 19 March 2019 the President of the General Synod, the Most Rev'd Dr Phillip Freier, Archbishop of Melbourne and Metropolitan of the Province of Victoria, determined that there is no condition remaining to which the coming of the Canon into effect is subject

THE SAID PRESIDENT determined that the said Canon shall come into effect on 1 July 2019.

DATED: 29 March 2019

Anne Hywood
General Secretary
General Synod
Anglican Church of Australia

*Education (General Provisions) Act 2006***SCHOOL ENROLMENT MANAGEMENT PLAN (School EMP)**

In accordance with Chapter 8, Part 3 Section 170, of the *Education (General Provisions) Act 2006*, new School EMPs for the following schools have been approved by a delegate of the Chief Executive of the Department of Education:

Region: North Coast
School: Baringa State Primary School (update)
Brightwater State School (update)
Coolum State High School (update)
Mooloolaba State School (update)
Pumicestone State School (update)

Copies of School EMPs are available for public inspection, without charge, during normal business hours at the department's head office, and accessible on the department's website at <http://education.qld.gov.au/schools/catchment>.

*Nature Conservation Act 1992***NOTIFICATION OF APPROVAL OF A MANAGEMENT PLAN**

Department of Environment and Science
Brisbane, 4 April 2019

His Excellency the Governor, acting by and with the advice of the Executive Council, has approved on 4 April 2019, in accordance with section 118 of the *Nature Conservation Act 1992*, the final Daintree National Park Management Plan.

Copies of the Daintree National Park Management Plan are available for public inspection from the Department of Environment and Science's website: www.parks.des.qld.gov.au.

LEEANNE ENOCH MP
Minister for Environment and the Great Barrier Reef,
Minister for Science and Minister for the Arts

**NOTICE OF MINISTERIAL INFRASTRUCTURE DESIGNATION
MADE UNDER THE *PLANNING ACT 2016***

I, the Honourable Cameron Dick MP, Minister for State Development, Manufacturing, Infrastructure and Planning, give notice that under section 38 of the *Planning Act 2016*, I made a Ministerial Infrastructure Designation (the infrastructure designation) for Villanova College on 26 March 2019.

The infrastructure designation will take effect from 5 April 2019.

Description of the designated premises

The infrastructure designation applies to premises located at 34 Sixth Avenue, 6, 8 and 11 Seventh Avenue, and 39, 41, 43 and 45 Main Avenue, Coorparoo, otherwise described as Lot 2 on SP229567, Lot 1 on SP111384, and Lots 361 to 366 on RP12779.

Type of infrastructure for which the premises were designated

I have designated the premises to facilitate immediate works for the construction of a new four-storey classroom building and other works in accordance with the designation. The infrastructure is described under Schedule 5, Part 2 of the *Planning Regulation 2017*, as:

- Item 6: Educational facilities.

Requirements included in the infrastructure designation

The infrastructure designation includes requirements in relation to the location and scale of works, lessening the impact of the works, construction management, stormwater, traffic, car parking, active transport, heritage and servicing.

Further information

A copy of the infrastructure designation decision notice, including the noted requirements and a summary of how I dealt with submissions, can be obtained from the Department of State Development, Manufacturing, Infrastructure and Planning's website at <https://planning.dsdmip.qld.gov.au/infrastructure-designations>.

For further information, please contact the Infrastructure Designations team at infrastructuredesignation@dsdmip.qld.gov.au or phone 1300 967 433.

Honourable Cameron Dick MP
Minister for State Development, Manufacturing,
Infrastructure and Planning

QUEENSLAND TITLES REGISTRY

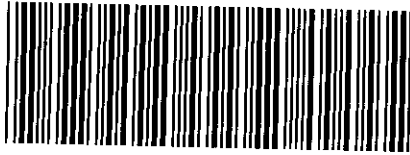
Land Title Act 1994, Land Act 1994 and Water Act 2000

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4

Page 1 of 1



719381392

\$187.00

30/04/2019 12:04

BE 602

Client No: 1 0 0 8 5 5 4 Duties Act 2001

Transaction No: 517-464-913

Duty Paid \$ NIL ☐ Exempt

UTI \$ -

Date: 29/4/19 Signed: [Signature]

1. Nature of request

REQUEST TO RECORD RESUMPTION

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

Clayton Utz

Lodger

Code

BE232A

2. Lot on Plan Description

LOT 907 SURVEY PLAN 303089

Title Reference

51153962

3. Registered Proprietor/State Lessee

PEET FLAGSTONE CITY PTY LTD ACN 151 187 594

4. Interest

FEE SIMPLE

5. Applicant

LOGAN CITY COUNCIL

6. Request

I hereby request that: the resumption of Easement ES on SP311394 and Easement ER on SP 311394 in the land mentioned in item 2 taken by Logan City Council for sewerage purposes on the terms in the attached gazette notice dated 5 April 2019 is recorded.

7. Execution by applicant

LOGAN CITY COUNCIL BY ITS DULY
AUTHORISED DELEGATE

18/4/19
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



ELECTORAL COMMISSION OF QUEENSLAND

In accordance with Section 63 of the *Electoral Act 1992*, I have ascertained and set out in Schedule A hereunder, as at the date indicated, the number of electors enrolled in each Electoral District for the State of Queensland and have determined the average district enrolment and the extent to which the number of electors enrolled in each district differs from the average enrolment.

Schedule B indicates the adjusted enrolment for Electoral Districts of 100,000 square kilometres or more in area, being the sum of the number of enrolled electors and the additional large district number as specified in Section 45 of the Act, and the extent to which those districts differ from the average district enrolment in Schedule A.

Pat Vidgen PSM
Electoral Commissioner

SCHEDULE A

Electoral District	Enrolment as at 29/03/2019	% Deviation from Average District Enrolment
1 ALGESTER	33,343	-4.07%
2 ASPLEY	36,769	5.79%
3 BANCROFT	34,392	-1.05%
4 BARRON RIVER	35,839	3.11%
5 BONNEY	33,071	-4.85%
6 BROADWATER	33,636	-3.23%
7 BUDERIM	34,800	0.12%
8 BULIMBA	37,876	8.97%
9 BUNDABERG	34,331	-1.23%
10 BUNDAMBA	34,999	0.70%
11 BURDEKIN	34,012	-2.14%
12 BURLEIGH	34,471	-0.82%
13 BURNETT	34,362	-1.14%
14 CAIRNS	35,836	3.10%
15 CALLIDE	33,179	-4.54%
16 CALOUNDRA	35,568	2.33%
17 CAPALABA	35,386	1.81%
18 CHATSWORTH	34,582	-0.50%
19 CLAYFIELD	38,404	10.49%
20 CONDRAMINE	36,644	5.43%
21 COOK*	32,284	-7.12%
22 COOMERA	40,003	15.09%
23 COOPER	36,400	4.73%
24 CURRUMBIN	34,478	-0.80%
25 EVERTON	36,462	4.91%
26 FERNY GROVE	35,324	1.63%
27 GAVEN	32,272	-7.15%
28 GLADSTONE	32,291	-7.10%
29 GLASS HOUSE	33,166	-4.58%
30 GREENSLOPES	35,923	3.35%
31 GREGORY*	24,470	-29.60%
32 GYMPIE	37,287	7.28%
33 HERVEY BAY	37,950	9.19%
34 HILL	36,522	5.08%
35 HINCHINBROOK	33,550	-3.47%
36 INALA	34,145	-1.76%
37 IPSWICH	32,059	-7.76%
38 IPSWICH WEST	34,067	-1.99%
39 JORDAN	35,240	1.39%
40 KAWANA	34,979	0.64%
41 KEPPEL	35,379	1.79%
42 KURWONGBAH	34,795	0.11%
43 LOCKYER	33,699	-3.04%
44 LOGAN	34,303	-1.31%
45 LYTTON	36,155	4.02%
46 MACALISTER	34,835	0.22%
47 MCCONNEL	36,373	4.65%

Electoral District	Enrolment as at 29/03/2019	% Deviation from Average District Enrolment
48 MACKAY	37,189	7.00%
49 MAIWAR	36,927	6.24%
50 MANSFIELD	33,761	-2.87%
51 MAROOCHYDORE	34,449	-0.89%
52 MARYBOROUGH	36,439	4.84%
53 MERMAID BEACH	34,197	-1.61%
54 MILLER	34,218	-1.55%
55 MIRANI	32,737	-5.81%
56 MOGGILL	34,326	-1.24%
57 MORAYFIELD	34,547	-0.60%
58 MOUNT OMMANEY	34,890	0.38%
59 MUDGEERABA	36,432	4.82%
60 MULGRAVE	34,235	-1.50%
61 MUNDINGBURRA	32,776	-5.70%
62 MURRUMBA	38,389	10.45%
63 NANANGO	36,065	3.76%
64 NICKLIN	33,275	-4.26%
65 NINDERRY	36,740	5.70%
66 NOOSA	35,498	2.13%
67 NUDGE	36,758	5.76%
68 OODGEROO	31,933	-8.13%
69 PINE RIVERS	36,908	6.19%
70 PUMICESTONE	35,514	2.18%
71 REDCLIFFE	36,860	6.05%
72 REDLANDS	35,372	1.77%
73 ROCKHAMPTON	35,347	1.70%
74 SANDGATE	35,842	3.12%
75 SCENIC RIM	36,569	5.21%
76 SOUTH BRISBANE	35,823	3.07%
77 SOUTHERN DOWNS	35,480	2.08%
78 SOUTHPORT	33,600	-3.33%
79 SPRINGWOOD	34,686	-0.20%
80 STAFFORD	37,501	7.89%
81 STRETTON	32,727	-5.84%
82 SURFERS PARADISE	33,022	-4.99%
83 THEODORE	33,650	-3.19%
84 THURINGOWA	34,899	0.41%
85 TOOHEY	33,114	-4.73%
86 TOOWOOMBA NORTH	36,366	4.63%
87 TOOWOOMBA SOUTH	36,945	6.29%
88 TOWNSVILLE	34,595	-0.47%
89 TRAEGER*	25,450	-26.78%
90 WARREGO*	29,006	-16.55%
91 WATERFORD	32,736	-5.81%
92 WHITSUNDAY	32,990	-5.08%
93 WOODRIDGE	35,718	2.76%
STATE-TOTAL	3,232,412	
AVERAGE ENROLMENT	34,757	

*Electoral Districts of 100,000 sq kms or more in area

SCHEDULE B
ENROLMENT FOR
ELECTORAL DISTRICTS OF 100,000 SQUARE KILOMETRES OR MORE IN AREA

District Name	Area (Sq Kms)	2% of Area	Actual Enrolment as at 29/03/2019	Weighted Enrolment	% Deviation from Average District
COOK	196,835.00	3,937	32,284	36,221	4.21%
GREGORY	459,680.00	9,194	24,470	33,664	-3.15%
TRAEGER	428,911.00	8,578	25,450	34,028	-2.10%
WARREGO	337,811.00	6,756	29,006	35,762	2.89%



*Acquisition of Land Act 1967***TAKING OF EASEMENT NOTICE BY LOGAN CITY COUNCIL (No 02) 2019****Short title**

1. This notice may be cited as the *Taking of Easement Notice by Logan City Council (No 02) 2019*

Easement taken [ss.6 and 15D of the Act]

2. The easements described in Schedule 2 are taken by Logan City Council for easement purposes and vest in Logan City Council on and from 5 April 2019.

Rights and obligations

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

SCHEDULE 1**PART 1 DRAFTING CONVENTIONS****1.1 Conventions Adopted for Easement Schedule**

The configuration and conventions detailed in this Part 1 have been adopted in drawing this Easement.

1.2 Configuration of Content

- (1) The Easement Schedule is configured into Parts.
- (2) Each Part is composed of Clauses.
- (3) Some Clauses contain numbered sub clauses.

1.3 Capital Letters

- (1) Where used in the Easement Schedule, the following types of word begin with a capital letter:
 - (a) (with minor exceptions) a word that is, or is part of an expression that is, defined in Part 2;
 - (b) a word that begins a sentence;
 - (c) a word that is a proper noun.
- (2) Examples of the minor exceptions mentioned in Clause 1.3(1)(a) are:
 - (a) "include" and its derivatives;
 - (b) "act" and its derivatives (as a reference to an act or omission, in contradistinction to a reference to a statute).

PART 2 INTERPRETATION OF PROVISIONS**2.1 General**

- (1) Subject to Clause 2.1(2), this Easement is to be interpreted by reference to:
 - (a) the conventions stated in Part 1; and
 - (b) the provisions of this Part 2.
- (2) Each of those conventions and provisions applies to the Easement unless:
 - (a) the context otherwise requires; or
 - (b) a contrary intention appears.

2.2 Definitions

Each of the following expressions in bold to the left bears the meaning shown opposite:

act	Includes: <ol style="list-style-type: none"> (1) an omission; and (2) a refusal to act.
Act	<ol style="list-style-type: none"> (1) An Act passed by the Commonwealth Parliament or the Queensland Parliament. (2) Subordinate legislation made under the Act. (3) A direction or requirement made by a competent entity under the Act, subordinate legislation, instrument, or law. (4) A licence, authorization, consent, approval, or exemption granted under the Act, subordinate legislation, instrument, or law. (5) A planning instrument or a local law.

Associate	A person who claims under or through a Party (including Energex Limited ABN 40 078 849 055). <i>Examples:</i> <i>For the Owner:</i> An employee, an agent, a contractor, a person who visits or uses the Balance Land as the Owner's tenant, licensee, or invitee. <i>For Council:</i> An employee, an agent, a contractor, a licensee or invitee upon the portion of the Land adjoining the Servient Tenement.
Balance Land	The Land beyond the Servient Tenement.
Clause	A numbered clause, sub-clause, or paragraph of this Easement.
Cost	Includes loss, liability, and expense.
Council	Logan City Council
Derogative Activity	Refer to Clause 3.7(2)
Easement	This document.
Easement Plan	The Reconfiguration plan showing the location of the Servient Tenement.
Fence	A fence upon or bounding the Servient Tenement or the Land.
include	Comprise or encompass, without being limited to what is stated to be included. <i>Example: "act" is defined as including an omission and a refusal to act. However, the expression is not confined to an omission and a refusal to do something; it also encompasses (obviously) a positive action.</i>
Installation	A Structure or other object or item (including a plant or a tree) upon the Servient Tenement.
Land	The land, of which the Servient Tenement is part.
Land Title Act	<i>Land Title Act 1994 (Qld).</i>
Local Government Act	<i>Local Government Act 2009 (Qld).</i>
Maintain	Includes repair, renew, and replace.
Owner	The registered proprietor of the Land.
Part	A numbered part or division of this Easement, containing: (1) one or more Items; or (2) one or more Clauses.
Party	Each of the Owner and Council.
Public Office	(1) For Council: the public office it maintains under the <i>Local Government Act</i> . (2) That address is: (a) 150 Wembley Road, Logan Central (delivery); (b) P.O. Box 3226, Logan City DC, 4114 (post); or (c) (07) 3412 3444 (facsimile).
Removal Cost	Refer to Clause 6.1(5).
Routine Maintenance	Maintenance work that does not or will not substantially interfere with the use or amenity of the Balance Land.

Service Infrastructure	<p>Infrastructure to convey waste water and excrement of all kinds across or beneath the surface of the Servient Tenement, including:</p> <ol style="list-style-type: none"> (1) sewers or pipelines; (2) manholes, stopcocks, pressure-control devices, pumps and pump stations, and other usual or necessary fittings and components; and (3) ancillary apparatus for the support and protection of those items. <p>Infrastructure to convey and distribute electricity, telecommunications and other energy in all its forms, including :</p> <ol style="list-style-type: none"> (1) conductors, cables, towers, aerials, and poles, (2) switchgear and circuit breakers and isolators; (3) power transformers and instrument transformers, control, protection and communication equipment, (4) foundations, ground anchorages and supports, (5) ancillary apparatus for the support and protection of those items.
Servient Tenement	The area of the Land subject to this Easement.
Soil	Earth, sand, gravel, rock, or other materials or substances related to any of those items.
Special Conditions	The conditions (if any) specified in Part 9.
Structure	<p>Includes:</p> <ol style="list-style-type: none"> (1) a building (habitable or not), regardless of size;¹ (2) a bridge or culvert; (3) a tower, mast, pillar, or post; (4) a wall or a fence (other than a dividing fence); (5) a shipping container or similar object; (6) a sculpture or statue; (7) a viaduct, rail line, sealed carriageway or path; (8) anything else that is or may be reasonably characterized as a structure when placed upon land (whether by affixation or by resting upon its own weight).
Unauthorized Installation	A Structure or other object or item (including a plant or a tree) erected, installed, or placed upon the Servient Tenement in contravention of this Easement, particularly Clause 3.7 ²

2.3 Cognate Expressions

Derivatives of a defined expression bear meanings corresponding to and consistent with the definition.

2.4 Non defined Expressions

A term used, but not relevantly defined, in the Easement carries the meaning that the Oxford English Dictionary current for the time being ascribes to the term.

2.5 Parties

- (1) Reference to a Party who is a natural person includes the person's personal representatives and permitted assigns (transferees).
- (2) Reference to a Party that is a legal entity other than a natural person includes the entity's successors and permitted assigns (transferees).
Examples of a legal entity other than a natural person:
 - (a) a corporation;
 - (b) a local governing body constituted or continued under the Local Government Act 2009.
- (3) A reference to either Party includes the Party's Associates.

2.6 Concurrent Responsibility

Where a Party is composed of two or more persons, each item of agreement by the party binds:

- (1) all of those persons collectively; and
- (2) each of them as an individual.³

¹ Example of a small building: a garden shed.

² General prohibition upon Derogative Activities.

³ This collective and individual responsibility is otherwise known as joint and several responsibility.

2.7 Actions

- (1) Reference (whether direct or indirect) to a person's act includes the act of another person, if the law deems the other person's act also to be the first mentioned person's act because of the legal relationship between the two.

Example: The act of an employee, in the performance of that person's duties as employee, is imputed to his/her employer; that is, it is deemed by law also to be the act of the employer.

- (2) If a provision states that a person must not do something, the obligation requires the person also to prevent others over whom he has control or dominion from doing that thing.

2.8 Particular References

Where a provision that is prefaced or introduced by the expression, "in particular" or "particularly", refers to or qualifies another provision of more general application, the former provision does not limit the ambit of the latter provision.

2.9 Block References

- (1) Reference to the period between two specified dates, times or periods includes each of those two dates, times or periods.

Example: A reference to the period "from 1 January to 31 December" or "between 1 January and 31 December" is a reference to the period comprising each of those two dates and all of the days between them.

- (2) Reference to the numbers, provisions, or items, in this or another document, between two specified numbers, numbered provisions, or numbered items, includes each of those two numbers, numbered provisions or items.

Example: A reference to "Clauses 2.1 to 2.5", or "from Clause 2.1 to Clause 2.5", or "between Clause 2.1 and Clause 2.5" is a collective reference to those two clauses and the clauses between them.

2.10 Miscellaneous References

- (1) Reference to the singular includes the plural, and vice versa.
- (2) Reference to a gender includes each other gender.
- (3) Reference to a person encompasses a natural person, a corporation, any other type of legal entity (including a body politic), a firm, and a voluntary association.
- (4) Reference to a person that has ceased to exist, or has reconstituted, amalgamated, reconstructed, or merged, is to be treated as a reference to the person:
 - (a) established or constituted in its stead; or
 - (b) as nearly as may be, succeeding to its power or function.
- (5) Reference to an office or position includes an office or position:
 - (a) established or constituted in lieu of that office or position; or
 - (b) as nearly as may be, succeeding to its power or function.
- (6) Reference to an Act includes an Act that amends, consolidates, or replaces an Act.
- (7) Reference to a section or other provision of an Act includes a section or provision that amends, consolidates, or replaces the section or provision.
- (8) An Act not identified (by definition or otherwise) as an Act of the Commonwealth Parliament is an Act of the Queensland Parliament.
- (9) Reference to an agreement or other instrument is to that agreement or instrument as amended, supplemented, replaced, or novated.
- (10) Reference to a time of day is a reference to Australian Eastern Standard Time.
- (11) Reference to writing is a reference to reproduction of words, figures, symbols, and shapes in visible form, in English.

2.11 Headings and Notes

The table of contents, the headings, and any footnotes and endnotes:

- (1) exist for convenience only; and
- (2) are to be disregarded when interpreting the Easement.

2.12 Severance

A provision will be deemed omitted from the Easement if:

- (1) the provision is void or unenforceable; or
- (2) retention of the provision would render the Easement void or unenforceable.

2.13 Governing Law

- (1) Queensland law governs the Easement.
- (2) For clarity, Queensland law includes Commonwealth Acts to the extent that they bind Queensland.

PART 3 USE OF SERVIENT TENEMENT**3.2 Purpose of Easement**

Council may install, use, and Maintain the Service Infrastructure within the Servient Tenement.

3.3 Limitation of Usage

- (1) Where to do so is necessary or prudent to enable it lawfully to undertake Maintenance work properly and safely upon the area, a Party may:

- (a) close the Servient Tenement; or
- (b) limit use of the Servient Tenement by those who otherwise would use it (for example, by creating an obstruction).

Example: Closure to permit the removal of overhanging branches or other items posing potential danger to persons or property.

- (2) However, the closure or limitation:
 - (a) must not exceed the minimum duration reasonable;
 - (b) must not cause to persons otherwise entitled to use the Servient Tenement more than the minimum inconvenience reasonable; and
 - (c) must not present a safety hazard for persons using the Servient Tenement or (in the case of a Council created obstruction) the Balance Land.
- (3) Other than in an emergency,⁴ a Party may not exercise an entitlement under this Clause 3.3 without giving reasonable notice to the other Party.

3.4 Removal of Unauthorized Obstructions

A Party must not do anything that creates, or contributes to the creation, of an obstruction upon the Servient Tenement otherwise than in the lawful exercise of:

- (1) an entitlement under this Easement;⁵ or
- (2) an entitlement that exists at law irrespective of the Easement.

3.5 Compliance with Statutes

- (1) The Owner must not breach an obligation imposed upon it under an Act concerning the Service Infrastructure.
- (2) Clauses 3.5(3) and 3.5(4) apply if a provision of this Easement (an easement provision) is inconsistent with a provision in an Act (a statutory provision).
- (3) If the Act does not permit the Parties to exclude or vary the statutory provision, that provision prevails over the easement provision to the extent of the inconsistency.
- (4) If the Act does permit the Parties to exclude or vary the statutory provision, the easement provision prevails over the statutory provision to the extent of the inconsistency.
- (5) Council liability to contribute, pursuant to Land Title Act section 85B(2), to the cost of keeping the Servient Tenement (or any area of the Balance Land) in a condition appropriate for enjoyment of the easement is excluded.

3.6 General Limitation upon Activities

Other than to the extent that this Easement permits it to do so, neither Party may place or permit upon the Servient Tenement anything that:

- (1) causes or may cause unreasonable inconvenience to persons lawfully using the Servient Tenement or adjacent areas;
- (2) creates or may create a danger to person or property, within or beyond the Servient Tenement.

3.7 Derogation

- (1) The Owner must not undertake or allow a Derogative Activity upon the Servient Tenement unless Council consents to it doing so.
- (2) A Derogative Activity is:
 - (a) the construction or installation of a Structure;
 - (b) the creation of a concrete, bitumen, or paved surface;
 - (c) the construction of gardens or other landscaping;
 - (d) the extraction, stockpiling, or removal of Soil;
 - (e) the performance of other earthwork;
 - (f) any other action that interferes, directly or indirectly, with the Service Infrastructure or compromises its safety, security, integrity, or utility;
 - (g) any other action that prevents Council accessing the Servient Tenement or Service Infrastructure to exercise an entitlement under the Easement;
 - (h) any other action that creates upon the Servient Tenement a safety risk to Council's Associates; or
 - (i) any other action that creates a danger to Council property or the property of Council Associates, lawfully upon the Servient Tenement.
- (3) Council may withhold consent under Clause 3.7(1) where it considers, acting reasonably, that the relevant action, more probably than not, will interfere with:
 - (a) achievement of the Easement's purpose; or
 - (b) the exercise of a Council entitlement under the Easement.

⁴ Refer to Clause 8.2 concerning the exercise of emergency power.

⁵ Refer particularly to Clause 6.2 concerning Grantee removal of Unauthorized Installations.

PART 4 INFRASTRUCTURE**4.2 Inspection and Performance of Work**

- (1) Council may enter the Servient Tenement:
 - (a) to assess its condition;
 - (b) to install Service Infrastructure;
 - (c) to inspect Service Infrastructure;
 - (d) to Maintain the tenement; and
 - (e) to Maintain the Service Infrastructure.
- (2) However, other than in an emergency, Council must give the Owner reasonable notice of its intention to enter the Servient Tenement to perform work other than Routine Maintenance.
- (3) A notice under Clause 4.2(2) must contain reasonable details of:
 - (a) the proposed date of entry;
 - (b) the work Council proposes to perform;
 - (c) the anticipated duration of the work; and
 - (d) the assistance (if any) Council requires from the Owner to facilitate effective and expeditious completion of the work.

4.3 Ownership of Infrastructure

Council owns all Service Infrastructure irrespective of the manner and extent by and to which the infrastructure becomes affixed to the land.

4.4 Maintenance of Infrastructure

The Owner is not obliged to Maintain the Service Infrastructure.

4.5 Interference with Infrastructure

Other than in an emergency, the Owner must not interfere with the Service Infrastructure, or do anything likely to jeopardize its safety or reliability.

4.6 Safety Standards

The Owner must not do or permit upon the Land, anything that:

- (1) creates upon the Servient Tenement a safety risk to Council's Associates;
- (2) creates a danger to Council property or the property of Council Associates, lawfully upon the Servient Tenement and
- (3) compromises the safety, the security, the integrity, or the utility of the Service Infrastructure.

4.7 Council Discretion

- (1) Other than to the extent that this Easement states otherwise, Council may determine, in its discretion, how it exercises its entitlements under the Easement.
- (2) However, Council must not:
 - (a) damage an Installation more than is necessary; or
 - (b) destroy an Installation unless to do so is necessary, to ensure the proper exercise its entitlements under the Easement.
- (3) Clause 4.7(2) does not apply to an Installation that Council owns.

4.8 Limitation upon Council Liability

- (1) Other than to the extent that this Easement states otherwise, Council is not obliged to repair or replace an Installation damaged or destroyed through the lawful exercise of its entitlements under the Easement.
- (2) Council is obliged only to leave the Servient Tenement in as clean and tidy a state as is practical having regard to:
 - (a) the work it has done; and
 - (b) the nature of the damage or destruction.
- (3) However, where it damages or destroys a concrete or otherwise sealed ground surface, Council must reinstate the surface to the condition in which it existed immediately before the damage or destruction if:
 - (a) the surface existed before the taking of this Easement or
 - (b) the surface was constructed or installed pursuant to a Owner entitlement in this Easement; or
 - (c) the surface was constructed or installed pursuant to a Council consent, given under the Easement and not given conditionally upon the Owner reinstating the surface.
- (4) Council is not responsible for inconvenience or disturbance to the Owner or an occupier of the Land, resulting from the lawful and reasonable exercise of Council entitlements under this Easement.

4.9 Ancillary Council Entitlements

- (1) Council may do upon and to the Land whatever is incidental to the effective exercise of its specific entitlements and the effective discharge of its specific obligations under this Easement.
- (2) For example, Council may:

- (a) excavate and otherwise open or break Soil;
 - (b) remove and dispose of resultant spoil;
 - (c) erect scaffolding and other Structures;
 - (d) cut and remove, or burn away, timber, trees and undergrowth;
 - (e) clear Unauthorized Installations;
 - (f) use vehicles, plant, and other equipment;
 - (g) enter and leave the Servient Tenement via the Balance Land if there exists no reasonable alternative accessway;
 - (h) use temporarily one or more areas of the Land adjacent the Servient Tenement to facilitate the operation of machinery or the stockpiling of spoil.
- (3) However, Council must not exercise its Easement entitlements in a manner that:
- (a) diminishes unreasonably the amenity of the Land, particularly the Balance Land; or
 - (b) interferes unreasonably with the lawful use of the Land by the Owner.
- (4) Council must do everything reasonable:
- (a) to prevent; or
 - (b) where prevention is not practical, to minimize,
- its interference with Owner use and enjoyment of the Land, particularly the Balance Land.

PART 5 FENCING

5.2 Removal or Damage to Obtain Access

Council may demolish or break a Fence to gain access to the Servient Tenement.

5.3 Reinstatement after Access

In exercising that entitlement, Council must:

- (1) replace the Fence it demolishes, with a Fence of at least the quality of the Fence demolished; or
- (2) repair the damage it causes.

5.4 Gates

- (1) If it damages a Fence, Council may replace the damaged section with a gate instead of repairing the damage.
- (2) Unless the Owner agrees otherwise:
 - (a) the quality of the gate must be at least equivalent to that of the remainder of the Fence; and
 - (b) the design and appearance of the gate must be integrate reasonably with the design and appearance of the remainder of the fence.
- (3) Once installed, the gate will become the property of the person who owns the Fence.

5.5 Exception to Reinstatement Obligation

Irrespective of Clauses 5.3 and 5.4, Council need not repair or replace a Fence or a section of Fence the presence of which derogates from the grant of this Easement; for example, a Fence or section that:

- (1) constitutes an Unauthorized Installation; or
- (2) (for a drainage easement) prevents overland drainage of rainwater to a lawful outfall.

PART 6 STRUCTURES UPON SERVIENT TENEMENT

6.2 Removal of Unauthorized Installations

- (1) Without limiting the remedies available to it, Council may enter the Servient Tenement and remove an Unauthorized Installation.
- (2) If removal necessitates disassembly or demolition of the item, Council may disassemble or demolish the item.
- (3) However, other than in an emergency,⁶ Council may not remove the Unauthorized Installation without having given the Owner:
 - (a) reasonable notice of its intention to do so; and
 - (b) a reasonable opportunity to remove the item of its own volition.
- (4) If it removes the item intact or as demolished or disassembled, Council may:
 - (a) deposit the item, the demolition material, or the disassembled components upon the Balance Land; or
 - (b) store the item or its disassembled components at Owner expense; or
 - (c) dispose of the demolition material.
- (5) Council may recover from the Owner the Cost (Removal Cost) Council has incurred in exercising its entitlement under this Clause 6.2.
- (6) Included in that Cost are:
 - (a) the expense of disassembly or demolition;

⁶ Refer to Clause 8.2 concerning the exercise of emergency power.

- (b) (where applicable) the expense of storing the item or its disassembled components (including, if applicable, the cost of insuring it or them); and
- (c) the expense of arranging release of the stored item or components.
- (7) For clarity, administrative on costs (for example, remuneration paid to Council's own staff for the work they perform concerning the removal and storage) form part of the Removal Cost.
- (8) The Owner may not collect what Council has stored until it reimburses Council the Removal Cost.
- (9) If the Owner fails to reimburse Council and/or to collect the stored item or components, in compliance with a notice from Council requiring it to do so, Council may retain or dispose of the item/components as it considers appropriate.
- (10) If Council disposes of the item/components, or the demolition material, the Removal Cost will be reduced by the equivalent of the amount of the disposal proceeds.
- (11) For clarity, if the disposal cost exceeds the disposal proceeds, the Removal Cost will increase by the amount of the excess.

PART 7 NOTICES

7.2 Notices (General)

- (1) This Part 7 governs notices under this Easement unless a provision of the Easement expressly provides otherwise.
- (2) A notice must be in writing.
- (3) The Party giving the notice, or one of its officers, must sign the notice.
- (4) An officer is:
 - (a) for the Owner: a director, an alternate director, a secretary, an assistant secretary, an executive officer, an attorney, or a managing agent;
 - (b) for Council, its chief executive officer, including his lawful delegate, or another person who possesses the delegated authority of Council under the Local Government Act;
 - (c) for either Party: its solicitor.
- (5) If a Party is comprised of more than one person:
 - (a) a notice by that Party need not be signed by all of those persons if it expressly states that the signatory is, or signatories are, authorized by all of those persons to sign the notice; and
 - (b) the recipient of the notice need not enquire into the validity of the authorization.

7.3 Service of Notices

- (1) A Party must give a notice by:
 - (a) delivering it to the intended recipient's address for notices; or
 - (b) posting it to the intended recipient at its address for notices; or
 - (c) transmitting it by facsimile to the intended recipient at its address for facsimile transmissions (if the recipient has given the Party written details of that address).
- (2) Where the recipient is the Owner, its address for notices is its address shown on Council's land record as the address for the owner of the Land.
- (3) The land record is the record of rateable land in its local government area, which Council maintains under the Local Government Act.⁷
- (4) Where Council is the recipient:
 - (a) its address for delivery of notices is the address published upon its website as the address of its public office;⁸
 - (b) its postal address is the postal address published upon its website as its postal contact address; and
 - (c) its address for facsimile transmissions is the facsimile number published upon its website as its contact number for facsimile transmissions.
- (5) If Council maintains more than one public office, its address for the delivery of notices is the address of public office nearest the Land.
- (6) Either Party may alter its addresses for notices, or any of them, by notifying details of the new address (delivery, postage, or facsimile) to the other.
- (7) If either Party is not at its address for notices current at the time the other Party wishes to give it a notice, its address for notices will be treated as being its last place or residence, principal place of business, or facsimile number, known to the other Party.

7.4 Receipt of Notices

- (2) A notice delivered or posted is deemed received:
 - (a) if personally delivered at or before 4:30pm: at the moment of delivery;
 - (b) if delivered after 4:30pm: at 8:30am on the Business Day following the day of delivery;
 - (c) if posted to an address in Australia: 2 Business Days after posting;

⁷ Refer to section 154(2).

⁸ Refer to Local Government Act section 261 concerning a local government's public office.

- (d) if posted to an address outside Australia: 5 Business Days after posting.
- (3) A notice sent by facsimile transmission is deemed received at the time of receipt specified in a confirmation report, if the report discloses that the transmission was received at or before 4:30pm.
- (4) If the confirmation report discloses receipt of the transmission after 4:30pm, the notice is deemed received at 8:30am on the Business Day following the date of receipt disclosed in the report.
- (5) A confirmation report is, for a facsimile transmission, a transmission confirmation report produced by the sender's facsimile machine:
 - (a) containing the identification code of the intended recipient's facsimile machine; and
 - (b) indicating that the transmission was received without error.
- (6) A notice received upon a day that is not a Business Day is deemed received at 8:30am on the Business Day following the day of receipt.

PART 8 MISCELLANEOUS

8.2 Exercise of Emergency Power

- (1) The Party that seeks to exercise emergency power under this Easement⁹ will be the sole judge of whether the emergency exists.
- (2) However, that Party must:
 - (a) make its judgement in good faith; and
 - (b) notify the other Party of its action as soon as is practical.

8.3 Communications between Parties

- (1) Neither an approval nor a consent or permission given under the Easement binds the person giving it unless that person gives it in writing.
- (2) An appointment or direction made or given under the Easement is ineffective unless made or given in writing.
- (3) A request made under the Easement is deemed neither made nor received if not made in writing.
- (4) The waiver of an entitlement under the Easement is not binding unless made in writing.
- (5) For clarity, a notice under the Easement is ineffective unless given in writing.¹⁰

8.4 Cumulative Entitlements

Unless the Easement expressly states otherwise, the remedies and other entitlements it gives a Party are cumulative:

- (1) not alternative; and
- (2) not exclusive of other entitlements that the Party possesses (whether under an Act or at general law).

8.5 Waiver/Abandonment of Entitlement

- (1) The mere fact that a Party does not exercise an entitlement under or concerning this Easement when the entitlement accrues:
 - (a) does not deprive it of the entitlement; and
 - (b) does not deprive it of similar entitlements that accrue at other times.¹¹
- (2) The mere fact that a Party grants an indulgence under or concerning the Easement on a given occasion does not entitle the recipient to the same or a similar indulgence on another occasion.
- (3) The mere fact that a Party grants an indulgence under or concerning the Easement in a given circumstance does not entitle the recipient to the same or a similar indulgence in a similar circumstance.

8.6 Jurisdiction (Adjudication of Disputes)

- (1) For this Clause 8.6, a Queensland Court is:
 - (a) a court or tribunal, constituted under Queensland legislation and empowered to adjudicate a dispute arising under this Easement; and
 - (b) the High Court of Australia (as the final forum of appeal from the decision of any such court or tribunal).
- (2) The Parties submit to the exclusive jurisdiction of the Queensland Courts for the adjudication and resolution of disputes under the Easement.
- (3) Each Party waives all entitlement to object to a Party bringing action upon the Easement before a Queensland Court, including entitlement to claim that:
 - (a) the Queensland Court is an inconvenient forum; or
 - (b) no Queensland Court has jurisdiction.
- (4) Each Party undertakes to refrain from bringing action upon the Easement in a forum other than a Queensland Court.

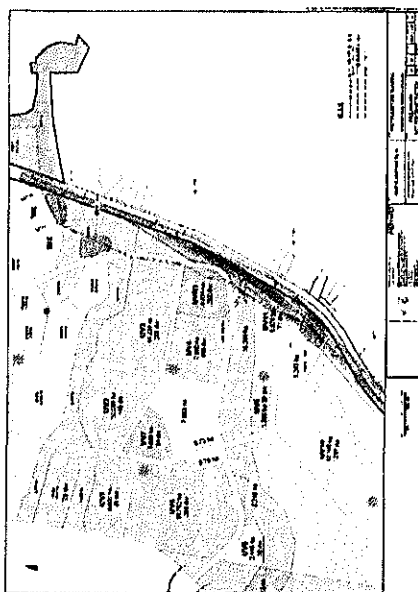
⁹ Refer to Clauses 3.3(3) and 4.2(2).

¹⁰ Refer to Clause 7.2(2), which states that a notice must be in writing.

¹¹ Refer also to Clause 8.3(4).

PART 9 SPECIAL CONDITIONS**9.1 Detention Basins**

- (1) Notwithstanding clause 3.7(1) of the Easement terms, Council provides its consent to the Owner, subject to sub-clause (2), installing two detention basins over the Servient Tenement generally in accordance with the locations shown on the attached "Detention Basin Plan".
- (2) The Owner acknowledges that Council's consent provided by this clause is conditional upon the Owner:
 - (a) providing Council with design documentation (including without limitation documentation relating to the proposed works, construction methodology and construction equipment) for the detention basins prior to the commencement of any works;
 - (b) to the greatest extent possible, locating the detention basins outside of the Servient Tenement;
 - (c) if installation is required over the Servient Tenement, ensuring that only a storage component of a detention basin may be installed over the Servient Tenement. For the avoidance of doubt, no qualitative component of a detention basin may be installed over the Servient Tenement;
 - (d) obtaining certification from a Registered Professional Engineer of Queensland that the detailed design for the detention basins complies with the performance criteria of the Queensland Development Code (part 1.4 - Building over or near relevant infrastructure) and providing a copy of that certification to Council prior to commencement of any works; and
 - (e) in undertaking the works to install the detention basins, ensuring that protection works (temporary and permanent) are undertaken as required, ensuring that a monitoring plan is in place and complied with during construction and ensuring that an emergency works plan is in place in the event that the Service Infrastructure in the Servient Tenement is damaged during construction.
- (3) If the Owner breaches any part of sub-clause (2) in respect of installation of the detention basins, it will be liable for all costs incurred by Council in having to:
 - (f) relocate or maintain the detention basins; or
 - (g) maintain or repair the Service Infrastructure in the Servient Tenement.

DETENTION BASIN PLAN**SCHEDULE 2****Easements Taken**

Easement EN on SP311393 (to be registered in the Land Registry), area 578 m², part of Title Reference 51153961.
 Easement EL on SP311393 (to be registered in the Land Registry), area 370 m², part of Title Reference 51153962.
 Easement EP on SP311393 (to be registered in the Land Registry), area 1152 m², part of Title Reference 51153962.
 Easement EQ on SP311393 (to be registered in the Land Registry), area 3.169 ha, part of Title Reference 51153962.
 Easement ER on SP311394 (to be registered in the Land Registry), area 5,416m², part of Title Reference 51153962.
 Easement ES on SP311394 (to be registered in the Land Registry), area 7,722m², part of Title Reference 51153962.

ENDNOTES

1. Made by Logan City Council on 3 April 2019.
2. Published in the Gazette on 5 April 2019.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Natural Resources and Mines and Energy.
5. File Reference LCC/1071131-1.

*Acquisition of Land Act 1967***TAKING OF EASEMENT NOTICE
BY LOGAN CITY COUNCIL (No. 01) 2019****Short title**

1. This notice may be cited as the *Taking of Easement Notice by Logan City Council (No. 01) 2019*.

Easement taken [ss.6 and 15D of the Act]

2. The easements described in Schedule 2 are taken by Logan City Council for sewerage purposes and vest in Logan City Council on and from 5 April 2019.

Rights and obligations

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

SCHEDULE 1

Standard Terms Document Dealing No. 716215253

SCHEDULE 2**Easement Taken**

Easement A on SP304880 (to be registered in the Land Registry), area 203 m², part of Title Reference 50839599.

Easement B on SP304880 (to be registered in the Land Registry), area 60 m², part of Title Reference 50839600.

Easement C on SP304880 (to be registered in the Land Registry), area 60 m², part of Title Reference 50839601.

Easement D on SP304880 (to be registered in the Land Registry), area 60 m², part of Title Reference 50839602.

Easement E on SP304880 (to be registered in the Land Registry), area 60 m², part of Title Reference 50839603.

Easement EE on SP304880, (to be registered in the Land Registry) area 47 m², part of Title Reference 50839603.

Easement F on SP304881 (to be registered in the Land Registry), area 60 m², part of Title Reference 50839604.

Easement G on SP304881 (to be registered in the Land Registry), area 60 m², part of Title Reference 50839605.

Easement H on SP304881 (to be registered in the Land Registry), area 60 m², part of Title Reference 50839606.

Easement I on SP304881 (to be registered in the Land Registry), area 60 m², part of Title Reference 50839607.

Easement J on SP304881 (to be registered in the Land Registry), area 60 m², part of Title Reference 50839608.

Easement K on SP304881 (to be registered in the Land Registry), area 60 m², part of Title Reference 50839609.

Easement L on SP304881 (to be registered in the Land Registry), area 60 m², part of Title Reference 50839610.

Easement M on SP304881 (to be registered in the Land Registry), area 60 m², part of Title Reference 50839611.

Easement N on SP304881 (to be registered in the Land Registry), area 60 m², part of Title Reference 50839612.

Easement O on SP304881 (to be registered in the Land Registry), area 60 m², part of Title Reference 50839613.

Easement P on SP304881 (to be registered in the Land Registry), area 102 m², part of Title Reference 50839614.

Easement KK on SP304881 (to be registered in the Land Registry), area 47 m², part of Title Reference 50839609.

ENDNOTES

1. Made by Logan City Council on 3 April 2019.
2. Published in the Gazette on 5 April 2019.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Natural Resources and Mines and Energy.
5. File Reference LCC/1074051-1.

*Acquisition of Land Act 1967***TAKING OF LAND NOTICE BY LOGAN CITY COUNCIL
(NO. 01) 2019****Short title**

1. This notice may be cited as the *Taking of Land Notice by Logan City Council (No. 01) 2019*.

Land taken [s.15D of the Act]

2. The land described in the Schedule is taken by Logan City Council for sewerage infrastructure purposes and vests in Logan City Council for an estate in fee simple on and from 5 April 2019.

SCHEDULE**Land Taken**

Lot 50011 on SP311397 (to be registered in the Land Registry), area 4896 m², part of Title Reference 51153962.

Endnotes

1. Made by Logan City Council on 3 April 2019.
2. Published in the Gazette on 5 April 2019.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Natural Resources and Mines and Energy.
5. File Reference LCC/1071131-1.

*Anglican Church of Australia Act 1977***ANGLICAN CHURCH OF AUSTRALIA
ALTERATION OF THE CONSTITUTION**

NOTICE is hereby given under section 67(2) of the Constitution of the Anglican Church of Australia that

WHEREAS on 30 June 2014 the General Synod of the Anglican Church of Australia duly made Canon No. 4 of 2014 being the Constitution Amendment (Membership of the Diocesan Tribunal) Canon 2014 to alter the Constitution of the Anglican Church of Australia with respect to membership of the Diocesan Tribunal in section 54 therein

AND WHEREAS on 19 March 2019 the President of the General Synod, the Most Reverend Dr Phillip Freier, Archbishop of Melbourne and Metropolitan of the Province of Victoria, determined that there is no condition remaining to which the coming of the Canon into effect is subject

THE SAID PRESIDENT determined that the said Canon shall come into effect on 1 July 2019.

DATED: 29 March 2019

Anne Hywood
General Secretary
General Synod
Anglican Church of Australia

*Anglican Church of Australia Act 1977***ANGLICAN CHURCH OF AUSTRALIA
ALTERATION OF THE CONSTITUTION**

NOTICE is hereby given under section 67(2) of the Constitution of the Anglican Church of Australia that

WHEREAS on 30 June 2014 the General Synod of the Anglican Church of Australia duly made Canon No. 5 of 2014 being the Constitution Amendment (Membership of the Provincial Tribunal) Canon 2014 to alter the Constitution of the Anglican Church of Australia with respect to membership of the Provincial Tribunal in section 55 therein

AND WHEREAS on 19 March 2019 the President of the General Synod, the Most Rev'd Dr Philip Freier, Archbishop of Melbourne and Metropolitan of the Province of Victoria, determined that there is no condition remaining to which the coming of the Canon into effect is subject

THE SAID PRESIDENT determined that the said Canon shall come into effect on 1 July 2019.

DATED: 29 March 2019

Anne Hywood
General Secretary
General Synod
Anglican Church of Australia

*Education (General Provisions) Act 2006***SCHOOL ENROLMENT MANAGEMENT PLAN (School EMP)**

In accordance with Chapter 8, Part 3 Section 170, of the *Education (General Provisions) Act 2006*, new School EMPs for the following schools have been approved by a delegate of the Chief Executive of the Department of Education:

Region: North Coast
School: Baringa State Primary School (update)
Brightwater State School (update)
Coolum State High School (update)
Mooloolaba State School (update)
Pumicestone State School (update)

Copies of School EMPs are available for public inspection, without charge, during normal business hours at the department's head office, and accessible on the department's website at <http://education.qld.gov.au/schools/catchment>.

*Nature Conservation Act 1992***NOTIFICATION OF APPROVAL OF A MANAGEMENT PLAN**

Department of Environment and Science
Brisbane, 4 April 2019

His Excellency the Governor, acting by and with the advice of the Executive Council, has approved on 4 April 2019, in accordance with section 118 of the *Nature Conservation Act 1992*, the final Daintree National Park Management Plan.

Copies of the Daintree National Park Management Plan are available for public inspection from the Department of Environment and Science's website: www.parks.des.qld.gov.au.

LEEANNE ENOCH MP
Minister for Environment and the Great Barrier Reef,
Minister for Science and Minister for the Arts

**NOTICE OF MINISTERIAL INFRASTRUCTURE DESIGNATION
MADE UNDER THE *PLANNING ACT 2016***

I, the Honourable Cameron Dick MP, Minister for State Development, Manufacturing, Infrastructure and Planning, give notice that under section 38 of the *Planning Act 2016*, I made a Ministerial Infrastructure Designation (the infrastructure designation) for Villanova College on 26 March 2019.

The Infrastructure designation will take effect from 5 April 2019.

Description of the designated premises

The infrastructure designation applies to premises located at 34 Sixth Avenue, 6, 8 and 11 Seventh Avenue, and 39, 41, 43 and 45 Main Avenue, Coorparoo, otherwise described as Lot 2 on SP229567, Lot 1 on SP111384, and Lots 361 to 366 on RP12779.

Type of infrastructure for which the premises were designated

I have designated the premises to facilitate immediate works for the construction of a new four-storey classroom building and other works in accordance with the designation. The infrastructure is described under Schedule 5, Part 2 of the *Planning Regulation 2017*, as:

- Item 6: Educational facilities.

Requirements included in the infrastructure designation

The infrastructure designation includes requirements in relation to the location and scale of works, lessening the impact of the works, construction management, stormwater, traffic, car parking, active transport, heritage and servicing.

Further information

A copy of the infrastructure designation decision notice, including the noted requirements and a summary of how I dealt with submissions, can be obtained from the Department of State Development, Manufacturing, Infrastructure and Planning's website at <https://planning.dsdmip.qld.gov.au/infrastructure-designations>.

For further information, please contact the Infrastructure Designations team at infrastructuredesignation@dsdmip.qld.gov.au or phone 1300 967 433.

Honourable Cameron Dick MP
Minister for State Development, Manufacturing,
Infrastructure and Planning