

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 52627253
Search Date: 17/07/2025 15:56

Title Reference: 51286691
Date Created: 17/06/2022

Previous Title: 18598173
50574255

REGISTERED OWNER

Dealing No: 722016448 05/10/2022

FRASERS PROPERTY NEW BEITH PTY LIMITED
A.C.N. 655 630 381 TRUSTEE
UNDER INSTRUMENT 722016448

ESTATE AND LAND

Estate in Fee Simple

LOT 4 SURVEY PLAN 332712
Local Government: LOGAN

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10845138 (POR 14)
Deed of Grant No. 10873075 (POR 24)
2. CAVEAT No 709833961 08/08/2006 at 09:11
LAURIE JOSEPH LAWRENCE
3. EASEMENT IN GROSS No 720626051 03/03/2021 at 11:10
burdening the land
LOGAN CITY COUNCIL
over
EASEMENT B ON SP318789
4. EASEMENT IN GROSS No 720626059 03/03/2021 at 11:13
burdening the land
LOGAN CITY COUNCIL
over
EASEMENT C ON SP318790
5. EASEMENT No 721767682 17/06/2022 at 07:35
burdening the land to
LOT 910 ON SP332712 OVER EASEMENTS DD AND DE ON SP332712
6. EASEMENT IN GROSS No 722294927 16/02/2023 at 15:41
burdening the land
LOGAN CITY COUNCIL
over
EASEMENTS A AND D ON SP326532

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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
713841850	VEG NOTICE VEGETATION MANAGEMENT ACT 1999	09/05/2011 13:07	CURRENT
UNREGISTERED DEALINGS - NIL			

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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Requested By: D-ENQ DYE & DURHAM (S)



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: 50737078 EMR Site Id: 17 November 2021
This response relates to a search request received for the site:
Lot: 4 Plan: RP45728

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 DES has not been notified
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 phone 13QGOV (13 74 68)

Administering Authority



720626059

\$195.00

03/03/2021 11:13

BH 210

10

1. Nature of request

REQUEST TO RECORD A RESUMPTION

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

Logan City Council

150 Wembley Road

Logan Central Qld 4114

Tel: (07) 3412 4942

Email: corporateproperty@logan.qld.gov.au

Lodger Code

BH3226

2. Lot on Plan Description

LOT 4 ON RP45727

Title Reference

50574255

3. Registered Proprietor/State Lessee

PLV Pty Ltd ACN 115 232 641

4. Interest

FEE SIMPLE

5. Applicant

LOGAN CITY COUNCIL

6. Request

I hereby request that: The resumption of Easement C on SP318790 in the land mentioned in item 2 taken by Logan City Council for sewerage purposes on the terms in the attached gazette notice dated 2 October 2020 is recorded.

7. Execution by applicant

Logan City Council by its authorised
delegate
Kurt Baker
Acquisitions Team Leader

23 / 02 / 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

2.2

Definitions

TAKING OF EASEMENT NOTICE BY LOGAN CITY
COUNCIL (No 05) 2020

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

Short title

1. This notice may be cited as the *Taking of Easement Notice by Logan City Council (No 05) 2020*

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 2 October 2020.

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.

Associate

A person who claims under or through a Party (including Energex Limited ABN 40 078 849 055).

Examples:

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.

For Council: 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 3.6(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.

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.

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

Land Title Act 1994 (Qld).

Local Government Act

Local Government Act 2009 (Qld).

Maintain

Includes repair, renew, and replace.

Owner	The registered proprietor of the Land.	Structure	Includes:
Part	A numbered part or division of this Easement, containing: (1) one or more Items; or (2) one or more Clauses.		(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).
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).	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 3.6. ²
Removal Cost	Refer to Clause 6.1(5).	2.3	Cognate Expressions
Routine Maintenance	Maintenance work that does not or will not substantially interfere with the use or amenity of the Balance Land.		Derivatives of a defined expression bear meanings corresponding to and consistent with the definition.
Service Infrastructure	Infrastructure to convey waste water and excrement of all kinds across or beneath the surface of the Servient Tenement, including: (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. Infrastructure to convey and distribute electricity, telecommunications and other energy in all its forms, including : (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.	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). <i>Examples of a legal entity other than a natural person:</i> (a) a corporation; (b) a local governing body constituted or continued under the <i>Local Government Act 2009</i> . (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
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.		

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**3.1 Purpose of Easement**

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

3.2 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 3.2 without giving reasonable notice to the other Party.

3.3 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.

3.4 Compliance with Statutes

- (1) The Owner must not breach an obligation imposed upon it under an Act concerning the Service Infrastructure.
- (2) Clauses 3.4(3) and 3.4(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.

3.5 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.

3.6 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 3.6(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.

PART 4 INFRASTRUCTURE

4.1 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 4.1(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.

4.2 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 Refer to Clause 8.1 concerning the exercise of emergency power.

⁵ Refer particularly to Clause 6.1 concerning Grantee removal of Unauthorized Installations.

4.3 Maintenance of Infrastructure

The Owner is not obliged to Maintain the Service Infrastructure.

4.4 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.

4.5 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.

4.6 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 4.6(2) does not apply to an Installation that Council owns.

4.7 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.

4.8 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**5.1 Removal or Damage to Obtain Access**

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

5.2 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.

5.3 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 integrated 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.

5.4 Exception to Reinstatement Obligation

Irrespective of Clauses 5.2 and 5.3, 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:

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

PART 6 STRUCTURES UPON SERVIENT TENEMENT**6.1 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 6.1.
- (6) Included in that Cost are:
 - (a) the expense of disassembly or demolition;
 - (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**7.1 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.

7.2 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

⁶ Refer to Clause 8.1 concerning the exercise of emergency power.

- (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.

7.3 Receipt of Notices

- (1) 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;
 - (d) if posted to an address outside Australia: 5 Business Days after posting.
- (2) 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.
- (3) 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.

- (4) 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.
- (5) 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

8.1 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.

8.2 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

8.3 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).

8.4 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

⁷ Refer to section 154(2).

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

⁹ Refer to Clauses 3.2(3) and 4.1(2).

¹⁰ Refer to Clause 7.1(2), which states that a notice must be in writing.

¹¹ Refer also to Clause 8.2(4).

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.

8.5 Jurisdiction (Adjudication of Disputes)

- (1) For this Clause 8.5, 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

SCHEDULE 2

Easements Taken

Easement B on SP318789 (to be registered in the Land Registry), area 7,286 m², part of Title Reference 18598173.

Easement C on SP318790 (to be registered in the Land Registry), area 1.447 hectares, part of Title Reference 50574255.

Easement A on SP318788 (to be registered in the Land Registry), area 6,954 m², part of Title Reference 51153961.

END NOTES

1. Made by Logan City Council on 30 September 2020.
2. Published in the Gazette on 2 October 2020.
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/1104638-1

Enquiry Phone: (07) 3412 5388
File No: 1089584-1
Document Reference: 14642401



21 April 2021

Department of Resources
GPO Box 1401
Brisbane QLD 4001

150 Wembley Road
Logan Central QLD 4114
PO Box 3226 Logan City DC QLD 4114

Council enquiries **07 3412 3412**
Email council@logan.qld.gov.au
Web logan.qld.gov.au
ABN 21 627 796 435

Dear Michelle Callinan

**LOGAN CITY COUNCIL – REQUISITION NOTICE 720656059 AND 720537186
PROPERTY: LOT 4 OLSON ROAD, NEW BEITH QLD 4124**

In regard to both requisition numbers 720656059 and 720537186 received for the above property. I have drafted this letter informing your office of the following:

"Logan City Council advises that a 'Notice of Intention to Resume' was issued to the Caveat Holder on Title for this property. No objection was received."

If you have any further queries in relation to the Notice of Intention to Resume, please contact:

Council's Contact	David Ellem
Telephone number	07 3412 5388
Email address	DavidEllem@logan.qld.gov.au

Yours faithfully,

David Ellem
Property Officer