Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	**51408705**	**Search Date:**	25/03/2026 07:06
Date Title Created:	28/01/2026	**Request No:**	55537051
Previous Title:	11874021		

ESTATE AND LAND

Estate in Fee Simple

LOT 1000 SURVEY PLAN 360332
Local Government: LOGAN

REGISTERED OWNER

INTEREST

Dealing No: 724647957 22/01/2026

ANTHONY DANIEL BRENNAN MARGARET DENISE BRENNAN UNDER INSTRUMENT 705011950.	TRUSTEE	1/2
MARGARET DENISE BRENNAN ANTHONY DANIEL BRENNAN UNDER INSTRUMENT 704425996	PERSONAL REPRESENTATIVE	1/2
	AS TENANTS IN COMMON	

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10551009 (POR 27)

2. CAVEAT No 724647959 22/01/2026 at 11:45
TEXADA HOLDINGS PTY LTD A.C.N. 662 463 381

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2026]
Requested by: D-ENQ DYE & DURHAM (S)

Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	**11504081**	**Search Date:**	05/06/2026 10:33
Date Title Created:	22/11/1921	**Request No:**	56406456
Previous Title:	11214218, 11214219		

ESTATE AND LAND

Estate in Fee Simple

LOT 12 CROWN PLAN S31468
Local Government: LOGAN

For exclusions / reservations for public purposes refer to Plan CP S31468

REGISTERED OWNER — INTEREST

Dealing No: 705011950 03/09/2001

ANTHONY DANIEL BRENNAN MARGARET DENISE BRENNAN UNDER INSTRUMENT 705011950.	TRUSTEE	1/2
MARGARET DENISE BRENNAN ANTHONY DANIEL BRENNAN UNDER INSTRUMENT 704425996	PERSONAL REPRESENTATIVE	1/2
	AS TENANTS IN COMMON	

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10250244 (POR 12)

2. EASEMENT IN GROSS No 712417737 19/05/2009 at 14:14
burdening the land
QUEENSLAND WATER INFRASTRUCTURE PTY LTD A.C.N. 119 634 427
over
EASEMENTS P AND Q ON SP209564

3. VESTING No 712573754 06/07/2009 at 14:37
EASEMENT IN GROSS: 712417737
QUEENSLAND BULK WATER SUPPLY AUTHORITY

4. CAVEAT No 723878712 21/02/2025 at 11:58
TEXADA HOLDINGS PTY LTD A.C.N. 662 463 381

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2026]
Requested by: D-ENQ DYE & DURHAM (S)

Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	**51334342**	**Search Date:**	05/06/2026 10:31
Date Title Created:	21/11/2023	**Request No:**	56406398
Previous Title:	51199016		

ESTATE AND LAND

Estate in Fee Simple

LOT 11 SURVEY PLAN 341889
Local Government: LOGAN

REGISTERED OWNER

Dealing No: 724803478 02/04/2026

PRUDENCE POOLE — PERSONAL REPRESENTATIVE
UNDER INSTRUMENT 724803478

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10334159 (POR 20)

2. EASEMENT No 717458990 19/08/2016 at 16:16
burdening the land to
LOT 3 ON CP S311896,LOT 200 ON SP133189,LOT 1 ON RP97710
OVER EASEMENT B ON SP281238

3. CAVEAT No 722187417 19/12/2022 at 11:08
LITOBA HOLDINGS PTY LTD A.C.N. 663 717 646

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2026]
Requested by: D-ENQ DYE & DURHAM (S)

Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	**51334343**	**Search Date:**	26/03/2026 09:49
Date Title Created:	21/11/2023	**Request No:**	55557334
Previous Title:	51199016		

ESTATE AND LAND

Estate in Fee Simple

LOT 22 SURVEY PLAN 341889
Local Government: LOGAN

REGISTERED OWNER

Dealing No: 724715558 24/02/2026

LITOBA HOLDINGS PTY LTD A.C.N. 663 717 646 TRUSTEE
UNDER INSTRUMENT 724715558

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10334159 (POR 20)

2. EASEMENT No 717458990 19/08/2016 at 16:16
burdening the land to
LOT 3 ON CP S311896,LOT 200 ON SP133189,LOT 1 ON RP97710
OVER EASEMENT C ON SP281238

3. MORTGAGE No 724715559 24/02/2026 at 16:18
PERPETUAL NOMINEES LIMITED A.C.N. 000 733 700

4. MORTGAGE No 724715560 24/02/2026 at 16:18
ONE CORPORATE TRUST SERVICES LTD A.C.N. 163 307 800

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2026]
Requested by: D-ENQ DYE & DURHAM (S)

Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	**51408704**	**Search Date:**	24/04/2026 11:38
Date Title Created:	28/01/2026	**Request No:**	55898751
Previous Title:	11874021		

ESTATE AND LAND

Estate in Fee Simple

LOT 1 SURVEY PLAN 360332
Local Government: LOGAN

REGISTERED OWNER

Dealing No: 724715555 24/02/2026

LITOBA HOLDINGS PTY LTD A.C.N. 663 717 646 TRUSTEE
UNDER INSTRUMENT 724715555

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10551009 (POR 27)

2. MORTGAGE No 724715556 24/02/2026 at 16:18
PERPETUAL NOMINEES LIMITED A.C.N. 000 733 700

3. MORTGAGE No 724715557 24/02/2026 at 16:18
ONE CORPORATE TRUST SERVICES LTD A.C.N. 163 307 800

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2026]
Requested by: D-ENQ DYE & DURHAM (S)

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

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

Dye and Durham Terrain
GPO Box 1612
Brisbane QLD 4001

Transaction ID: 51161490 AMA/AN Id: 109439 03 June 2026
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 1 Plan: SP360332
DAIRY RD
KAGARU

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

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

Administering Authority

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)

Dye & Durham
GPO Box 1612
Brisbane QLD 4001

Transaction ID: 50982659 EMR Site Id: 233641 19 December 2024
Client Reference:
Cheque Number:

This response relates to a search request received for the site:
Lot: 11 Plan: SP341889

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: 2 Plan: RP47231
Address: WYATT ROAD
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

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)

Dye & Durham
GPO Box 1612
Brisbane QLD 4001

Transaction ID: 50982660 AMA/AN Id: 33229 19 December 2024
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 12 Plan: S31468
WYATT RD
KAGARU

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

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

Administering Authority

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)

Dye & Durham
GPO Box 1612
Brisbane QLD 4001

Transaction ID: 50982658 EMR Site Id: 233642 19 December 2024
Client Reference:
Cheque Number:

This response relates to a search request received for the site:
Lot: 22 Plan: SP341889

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: 2 Plan: RP47231
Address: WYATT ROAD
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

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

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

Dye and Durham Terrain
GPO Box 1612
Brisbane QLD 4001

Transaction ID: 51161489 AMA/AN Id: 109440 03 June 2026
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 1000 Plan: SP360332
208 WYATT RD
KAGARU

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

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

Administering Authority

241.00

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

GENERAL REQUEST

FORM 14 Version 4
Page 1 of 1

Duty Imprint

712417737

$241.00
19/05/2009 14:14

BE 601

Client No.: 1050399 *Duties Act 2001*
Transaction No.: 000-262-869
Duty Paid $ 457.50 ☐ Exempt
UTI $.....
Date: 15/5/09 Signed:

(16)

1. Nature of request

REQUEST TO REGISTER A RESUMPTION OF EASEMENT

Lodger (Name, address & phone number)
THE COORDINATOR-GENERAL
PO Box 15009
CITY EAST QLD 4002
Ms Sarah Faulks
Phone: (07) 3405 8555
Acquisition@dip.qld.gov.au

Lodger Code
373

2. Lot on Plan Description

Lot on Plan Description	County	Parish	Title Reference
Easements P & Q in Lot 12 on Crown Plan S31468 on SP 209564	Stanley	Undullah	11504081

3. Registered Proprietor/State Lessee

Anthony Daniel Brennan

Margaret Denise Brennan as Trustee under instrument 705011950.

Margaret Denise Brennan

Anthony Daniel Brennan as Personal Representative under instrument 704425996.

4. Interest

FEE SIMPLE

5. Applicant

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

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

6. Request

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

7. Execution by applicant

Colin Leslie Bunker
Department of Infrastructure and Planning
As delegate of The Coordinator-General under s 11 of the *State Development and Public Works Organisation Act 1971*

11/5/09
Execution Date

Applicant's ~~or Solicitor's~~ Signature

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

Prop ID CGW033

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DEPARTMENT OF INFRASTRUCTURE AND PLANNING

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

A NOTICE

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

(MINUTE ENDS)

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

TAKING OF LAND NOTICE (No. 1) 2008

Short title

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

Land taken

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

Easements taken

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

4. The Easements described in Schedule 3 are taken by The Coordinator-General pursuant to the *State Development and Public Works Organisation Act 1971* for the purpose of works to be undertaken for the Northern Pipeline Inter-connector, and vest in The Coordinator-General on and from 6 March 2008.

Rights and obligations

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

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

SCHEDULE 1

Land Taken

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

(SCHEDULE ENDS).

SCHEDULE 2

Easement Taken

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(SCHEDULE ENDS).

SCHEDULE 3

Easement Taken

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

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

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

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

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

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

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

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

An area of about 380 square metres being part of Lot 2 on Registered Plan 189426 contained in Title Reference 16522030 and shown on Plan NPI001-L-MAP11803a dated 30/8/2007 held in the office of The Coordinator-General.

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

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

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

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

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

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

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

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

(SCHEDULE ENDS)

SCHEDULE 4

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

Section 125 and 125A Easement
Cedar Grove Weir

1. Definition

In this Schedule:

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

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

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

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

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

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

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

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

(a) infrastructure of any kind required by the Easement Holder for the exercise by the Easement Holder of the Easement Holder's rights under this Easement;

(b) any plant, equipment, fixtures or fittings, attachments or improvements of any kind forming part of or relating to the infrastructure and including without limitation pipes, conduits, channels, drains, manholes, stopcocks, pumps, meters and pressure control devices.

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

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

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

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

"**State**" means the State of Queensland.

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

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

2. Interpretation

In this Schedule:

headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

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

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

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

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

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

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

3. Rights of Easement Holder

(a) The Easement Holder may use the Easement Land for water storage including overland flow and inundation of the Easement Land which results from the Operation of the Water Infrastructure.

(b) The Easement Holder may carry on and carry out, construct, alter, maintain, repair, renew or replace and/or place and keep on the Easement Land the following works:

(i) Water Infrastructure (whether on the Easement Land or Other Land);

(ii) subject to clause 6, Fencing and/or Related Work (whether on the Easement Land or Other Land);

which the Easement Holder deems necessary for:

(iii) the proper Operation of the Water Infrastructure (whether or not such Water Infrastructure is on the Easement Land);

(iv) the maintenance or enhancement of the quality of water stored or to be stored in the Water Infrastructure including water stored or to be stored on the Easement Land;

(v) erosion prevention or minimisation or repair of erosion which has occurred (whether or not such erosion relates to the Easement Land or Other Land);

(vi) prevention or amelioration of the impacts of inundation of land by water or to repair the impacts of inundation (whether or not such impacts of inundation relates to the Easement Land or Other Land); or

(vii) protection of humans or animals or livestock.

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

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

(i) to survey, study, inspect and test the Easement Land;

(ii) to assess compliance by the Landowner with this Easement;

(iii) to clean and maintain, remove waste, contaminated soil, litter and other accumulations from the Easement Land where the same may adversely affect the Operation of the Water Infrastructure or the quality of water stored or to be stored in the Water Infrastructure or on the Easement Land;

(iv) to remove, from the Easement Land, any Structures which the Easement Holder assesses will adversely affect the Operation of the Water Infrastructure or the quality of water stored or to be stored in the Water Infrastructure or on the Easement Land;

(v) to plant and maintain trees and vegetation reasonably necessary for the prevention or minimisation of erosion or other impacts of inundation or as required by any Authorisation relevant to the Operation of the Water Infrastructure;

(vi) to access the adjacent water course or Other Land and any Water Infrastructure of the Easement Holder in the water course or on Other Land;

(vii) to undertake mowing, slashing and vegetation (including without limitation timber, trees and crops) control or removal;

(viii) to break open the soil of the Easement Land (both on the surface and subsurface);

(ix) to pull down, remove or break open any fencing or Structure on, in or through the Easement Land (where the Easement Holder considers such action is necessary or desirable for the Easement Holder to exercise its rights under this Easement);

(x) to take anything on to or away from the Easement Land as is deemed necessary or desirable by the Easement Holder to exercise its rights under this Easement; and

(xi) to do on the Easement Land anything which the Easement Holder considers necessary or desirable for, or incidental to, exercising the Easement Holder's rights under this Easement, including, but without limitation:

A. stockpiling Infrastructure or items required by the Easement Holder; and

B. stockpiling soil dug up on or under the Easement Land or on or under Other Land.

(d) If the Landowner breaches the provisions of this Easement, the Easement Holder or any person employed, engaged or authorised in writing by the Easement Holder may do anything that is reasonably necessary to correct the breach (e.g. removing a Structure erected on the Easement Land in breach of the Easement).

4. Obligations of Landowner

(a) The Landowner must not without the prior written consent of the Easement Holder:

(i) carry out noxious and other weed control on the Easement Land unless it is carried out in accordance with manufacturer's instructions for use, applicable licence conditions and all Law;

(ii) kill or remove native vegetation on the Easement Land or ringbark, cut or remove any other timber, trees or vegetation (other than to create fire breaks or to carry out noxious and other weed control permitted by this Easement);

(iii) erect fences, electric wires and/or gates on the Easement Land (unless these are required for boundary structures or stock access or management) and once erected the Landowner must maintain such fences, electric wires and/or gates (and any fence or gate on the Easement Land as a consequence of the operation of clause 10) in working order and operate it in accordance with conditions of consent notified to the Landholder by the Easement Holder from time to time;

(iv) construct, alter or add to Structures (except fencing, electric wires or gates complying with clause 4(a)(iii)) on the Easement Land;

(v) store chemicals or fertiliser on the Easement Land;

(vi) pump or take water from the Easement Land unless the pumping or taking of water is carried out pursuant to an Authorisation or is permitted by Law and then only in accordance with sound industry practice;

(vii) cause disturbance of the Easement Land by quarrying, mining, excavating or taking sand or other materials from the Easement Land;

(viii) permit trail biking or access by vehicles on the Easement Land for a recreational pursuit;

(ix) set baits for feral animal control on the Easement Land;

(x) dump rubbish or allow the accumulation of rubbish on the Easement Land;

(xi) treat stock including dipping of stock and the open-pen spraying of stock on the Easement Land;

(xii) burn off vegetation on the Easement Land other than in accordance with an Authorisation or as permitted by Law;

(xiii) carry out any industrial activity on the Easement Land;

(xiv) operate intensive animal husbandry on the Easement Land;

(xv) carry out any other use on the Easement Land as determined by the Easement Holder and notified in writing to the Landowner to be inconsistent with the safe and efficient Operation of the Water Infrastructure and/or the maintenance of quality of water stored or to be stored on the Easement Land or in the Water Infrastructure;

(xvi) alter the ground level of the Easement Land from that existing as at the date this Easement is taken or change its topography;

(xvii) interfere with, damage or place at risk the Water Infrastructure on the Easement Land or interfere with anything that the Easement Holder stores or places or keeps on the Easement Land in accordance with this Easement;

(xviii) do anything that adversely affects the Easement Holder's exercise of rights under this Easement or any Infrastructure on the Easement Land;

(xix) interfere with or obstruct the Easement Holder, or any person employed, engaged or authorised in writing by the Easement Holder, in the exercise of rights under this Easement; and

(xx) grant any rights to any person in relation to the Easement Land to the extent the granting of those other rights will conflict with or interfere with or adversely affect the exercise of any of the Easement Holder's rights under this Easement.

(b) The Landowner must:

(i) exercise reasonable care to ensure that Water Infrastructure on the Easement Land is not damaged; and

(ii) allow the Easement Holder and all persons employed, engaged or authorised in writing by the Easement Holder to exercise the rights afforded to the Easement Holder under this Easement and if in the exercise of those rights any such persons need to pull down, remove or break open any Structure or fencing or gate then the Easement Holder and all persons employed, engaged or authorised in writing may effect such works causing as little damage as practicable in all the circumstances.

5. Landowner's Rights

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

(a) subject to clause 6, graze stock on a free range or call basis at low stocking density levels providing the Landowner:

(i) restricts stock access to water on the Easement Land or the Water Infrastructure to low stocking density levels;

(ii) restricts stock access to eroded areas by fencing stock off from eroded areas to allow successful revegetation;

(b) manage and improve pasture;

(c) carry out fertilising in accordance with manufacturer's instructions for use, applicable licence conditions and all Law;

(d) carry out animal health treatment not otherwise contrary to the terms of this Easement; and

(e) carry out any other use with the prior written consent of the Easement Holder which shall not be unreasonably withheld where the Landowner reasonably satisfies the Easement Holder that any other use in not likely to cause or contribute to:

(i) any adverse impact on the quality of water stored or to be stored in the Water Infrastructure or on the Easement Land;

(ii) damage to the Water Infrastructure or other property of the Easement Holder or other persons;

(iii) risk to public health or the environment; or

(iv) erosion where the erosion is likely to release sediment to water stored or to be stored in the Water Infrastructure or on the Easement Land.

6. Fencing and/or Related Work and Stock Grazing

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

(a) the Fencing and/or Related Work is not placed or kept on the Easement Land in such a manner as will totally prevent the stock accessing water on the Easement Land or in the Water Infrastructure; or

(b) should the Fencing and/or Related Work be placed or kept on the Easement Land in such a manner as will totally prevent the stock accessing water on the Easement Land or in the Water Infrastructure, then for so long as the Fencing and/or Related Work placed or kept on the Easement Land has that effect, the Easement Holder must provide to the Landowner a water facility on the Easement Land (in a location selected by the Easement Holder) of sufficient size and capacity as will allow water storage sufficient to support drinking water for stock permitted to graze on the Easement Land in accordance with clause 5(a).

7. Indemnity

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

(a) any breach by the Easement Holder of the terms of the Easement; and

(b) any act or omission of the Easement Holder in the exercise of its rights under the Easement;

except to the extent that any Claims are:

(c) caused; or

(d) contributed to (but only to the extent of that contribution);

by the act or omission of the Landowner or its officers, agents, contractors, subcontractors, tenants or licensees or by act of God, flood, storm or tempest.

8. Other persons for whom Landowner is responsible

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

9. Ownership of Infrastructure

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

10. Fences

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

(a) repair or reinstate the fencing or gate it has pulled down, removed or broken open; or

(b) install a gate in place of that fencing (in whole or part);

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

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

11. Stamping and registering of Easement

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

12. Governing law

The laws of Queensland govern this document.

13. Severability

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

14. GST

(a) Interpretation

(i) Except where the context suggests otherwise, terms used in this clause have the meanings given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999* (as amended from time to time).

(ii) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause.

(iii) Any reference in this clause to GST payable by an entity includes any GST payable by the representative member of any GST group of which that entity is a member. Any reference in this clause to input tax credits to which an entity is entitled will include input tax credits to which the representative member of any GST group of which that entity is a member is entitled.

(b) Reimbursements and similar payments

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

(c) GST payable

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

(i) any party ("**Recipient**") that is required to provide consideration to another party ("**Supplier**") for that supply must pay an additional amount to the Supplier equal to the amount of GST payable on the supply;

(ii) the additional amount is payable at the same time as any of the consideration is to be first provided for the supply or, if later, after the Supplier provides a valid tax invoice to the Recipient.

(d) Variation

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

(SCHEDULE ENDS).

SCHEDULE 5

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

1 INTERPRETATION

1.1 In this Schedule:

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

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

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

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

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

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

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

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

(a) a reference in the Easement to that party is to be read as a reference to each of those persons individually, and each combination of them jointly; and

(b) those persons are bound and benefited by the Easement both individually and in each combination of them jointly.

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

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

2 RIGHTS AND OBLIGATIONS OF COORDINATOR-GENERAL

2.1 The Coordinator-General may:

(a) install, repair, maintain, remove, replace, clean, clear, add to and alter any Infrastructure on, in or through the Easement Area from time to time;

(b) inspect or survey the Easement Area, or any Infrastructure on it, from time to time;

(c) undertake mowing, slashing and vegetation (including without limitation timber, trees and crops) control or removal in relation to the Easement Area from time to time;

(d) break open the soil of the Easement Area (both on the surface and subsurface) for the purpose of doing or getting ready to do any of the other things that the Coordinator-General can do under the Easement;

(e) enter, exit and traverse by whatever means, and remain on (for so long as is necessary) the Easement Area for the purpose of doing or getting ready to do any of the things the Coordinator-General can do under the Easement;

(f) pull down or break open any fencing on the Easement Area in order to enter or exit it (but only after, except in the case of an emergency, giving reasonable prior notice to the Landowner if any livestock are contained within the fenced area);

(g) take anything onto the Easement Area and use and operate what has been taken onto the Easement Area; and

(h) do on the Easement Area anything which in the Coordinator-General's opinion is necessary or convenient for, or incidental to, exercising the Coordinator-General's rights under the Easement, including, as examples but without limitation:

(1) stockpiling Infrastructure or items required for or relating to the installation, repair, maintenance, removal, replacement, cleaning, clearing, addition or alteration of Infrastructure;

(2) stockpiling soil dug up on or from under the Easement Area; and

(3) temporarily restricting access to the Easement Area or parts of it by whatever means the Coordinator-General thinks fit including fencing off the Easement Area or parts of it, and doing other things to provide for the security of Infrastructure or persons or livestock, items referred to in subparagraph (1) or soil referred to in subparagraph (2).

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

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

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

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

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

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

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

3 RIGHTS AND OBLIGATIONS OF LANDOWNER

3.1 The Landowner must:

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

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

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

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

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

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

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

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

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

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

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

4 OTHER MATTERS

4.1 Ownership of Infrastructure

All Infrastructure and other things brought onto or installed on, in or through the Easement Area from time to time by the Coordinator-General will, as between the Landowner and the Coordinator-General, notwithstanding any affixation to the Easement Area, remain the property of the Coordinator-General (unless otherwise assigned).

4.2 Fences

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

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

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

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

4.3 Stamping and registering of Easement

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

4.5 Mining or petroleum tenement

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

4.6 Further assurances

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

5 NOTICE

5.1 General

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

5.2 How to give a communication

A communication may be given by being:

(a) personally delivered;

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

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

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

5.3 Particulars for delivery of notices

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

The Coordinator-General:

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

Fax: (07) 3224 2978

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

Landowner:

6 COORDINATOR-GENERAL'S CONSENT

(a) Subject to clause 6(b), the Coordinator-General may conditionally or unconditionally give or withhold any consent to be given under the Easement and is not obliged to give reasons for doing so.

(b) The Coordinator-General will not unreasonably refuse or withhold its consent to the Landowner:

(i) maintaining any existing road across the Easement Area; and

(ii) subject to clause 6(c), erecting and maintaining any fence across the Easement Area if:

(A) each fence includes a lockable gate in a location agreed with the Coordinator-General; and

(B) the Landowner supplies a set of keys to the lockable gate to the Coordinator-General.

(c) It will be reasonable for the Coordinator-General to refuse or withhold its consent if the actions of the Landowner are, in the Coordinator-General's opinion, likely to jeopardise the safety, security or operation of, or interfere with the Infrastructure or restrict the Coordinator-General's access or other rights under the Easement along or across the Easement Area.

7 SEVERABILITY

(a) Subject to clause 7(b), if a provision of the Easement is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of the Easement.

(b) Clause 7(a) does not apply if severing the provision materially alters the scope and nature of the Easement or the relative commercial or financial positions of the parties, or would be contrary to public policy.

8 INDEMNITY FOR LANDOWNER

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

(a) any breach by the Coordinator-General of the terms of the Easement; and

(b) any act or omission of the Coordinator-General in the exercise of its rights under the Easement;

except to the extent that any Claims are:

(c) caused; or

(d) contributed to (but only to the extent of that contribution),

by the act or omission of the Landowner or its employees, officers, agents or contractors.

(SCHEDULE ENDS).

ENDNOTES

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

Department of Justice and Attorney-General
Brisbane, 7 March 2008

ASSOCIATIONS INCORPORATION ACT 1981

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

Dated this 7 March 2008.

Peter Harten
DELEGATE OF THE CHIEF EXECUTIVE

Name of association	Former no.
Atherton Squash Rackets Association Inc.	IA10019
Australian Conservation Foundation Gold Coast Inc.	IA12024
Australian Society for Education through the Arts Inc.	IA1907
Catholic Solo Parents Association Toowoomba Branch Inc.	IA9114
Clermont National Fitness Club - Gymnastics - Kindygym Inc.	IA28381
Croydon Landcare Group Inc.	IA15425
Cultural Solidarity of Logan Inc.	IA30440
Emerald Basketball Association Incorporated	IA13272
Family 24/7 Inc.	IA32591
Laguna Kayak/Canoe Club Inc.	IA29363
Lotus Glen Pistol Club Inc.	IA15802
Maryborough-Hervey Bay Life Education Centre Inc.	IA16072
North Queensland Trail Horse Riders Club Inc.	IA2024
North West Queensland Life Education Association Inc.	IA13807
Project Challenge Incorporated	IA4682
Qld Otter Trawl Owners Association Inc.	IA17453
Queensland Deaf Basketball Association Inc.	IA20839
Queensland Volunteer Mounted Search Organisation Inc.	IA18709
Salvadorean Association of North Queensland Inc.	IA16388
South Queensland Samoan Islands Residents & Students Association Inc.	IA18397
Sporting Shooters' Association of Australia (Greenvale & District Branch) Inc.	IA18843
St George Sports Club Inc.	IA183
Sunshine Coast and Redcliffe Leagues Junior Cricket Association Incorporated	IA19734
Tablelands Adult Literacy League Inc.	IA11671
The Lone Parent Club of Queensland Incorporated	IA5880
Vietnamese Professionals Society - Queensland Chapter Inc.	IA20146
Yorkeys Knob Sports Centre Incorporated	IA2550

Classification of Films Act 1991

APPLICATION AS AN APPROVED ORGANISATION

Applicant: **Life Eternal Trust (Sahaja Yoga Meditation)**

Requirements: **Section 56(2)**

(a) In its application submitted by the Life Eternal Trust (Sahaja Yoga Meditation), the applicant clearly demonstrates the primary purpose of the organisation is to:

- Help facilitate the teachings of Sahaja Yoga Meditation by its founder Mataji Nirmala Diva; and
- Organise public programs, music events and participation in festivals where the general public can attend and learn meditation techniques free of charge.

(b) It is clear the organisation intends to screen films for their cultural and educational value.

(c) The applicant has become familiar with the film classification guidelines, and understands the criteria for the screening of films publicly.

(d) The applicant also appears to have knowledge of the restrictions applying to the different classifications and will not screen films unsuitable for persons aged under 15 years.

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

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

Mark Zgrajewski
Films Classification Officer
03/03/2008

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

AMENDING TAKING OF LAND NOTICE (No. 6) 2008

Short title

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

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

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

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

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

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

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

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

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

(SCHEDULE ENDS).

SCHEDULE 1

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

Omit - "*Southern Regional Water Pipeline*"

Insert – "*Cedar Grove Weir*"

(SCHEDULE ENDS).

SCHEDULE 2

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

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

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

(SCHEDULE ENDS).

SCHEDULE 3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~Omit – *"An area of about 12 046 square metres being part of Lot 12 on Registered Plan 25779 contained in Title Reference 16043205 and shown on Plan 13075-6-7 dated 8/10/2007 held in the office of The Coordinator-General."*~~

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

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

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

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

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

Omit – *"An area of about 4 630 square metres being part of Lot 55 on Crown Plan W3123 contained in Title Reference 11948145 and shown on Plan 13075-6-11 dated 1/7/10/2007 held in the office of The Coordinator-General."*

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

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

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

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

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

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

(SCHEDULE ENDS).

SCHEDULE 4

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

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

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

(SCHEDULE ENDS).

SCHEDULE 5

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Insert – *"Easement D in Lot 15 on W3120 on SP209559 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Water), County of Ward Parish of Logan & Teviot being part of the land contained in Title Reference 16529057."*

(SCHEDULE ENDS).

SCHEDULE 6

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

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

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

(SCHEDULE ENDS).

SCHEDULE 7

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

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

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

(SCHEDULE ENDS).

ENDNOTES

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

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

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 2

712573754

NO FEE
06/07/2009 14:37

BE 309

1. Nature of request

REQUEST TO REGISTER TRANSFER OF ASSETS UNDER A TRANSFER NOTICE

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

QBWSA trading as Seqwater
Level 3, 240 Margaret Street
Brisbane QLD 4000
Contact: Lisa Fielding
Phone: 3503 7787
lfielding@seqwater.com.au

Lodger Code

BE - 2278

2. Lot on Plan Description | **County** | **Parish** | **Title Reference**

SEE ENLARGED PANEL

3. Registered Proprietor/State Lessee

QUEENSLAND WATER INFRASTRUCTURE PTY LTD

4. Interest

SEE ENLARGED PANEL

5. Applicant

QUEENSLAND BULK WATER SUPPLY AUTHORITY
LEVEL 3, 240 MARGARET STREET BRISBANE QLD 4000
PO BOX 16146 CITY EAST QLD 4002

6. Request

I hereby request that: the transfer of the assets described in item 2 from the Registered Proprietor to the Applicant pursuant to section 67 of the South East Queensland Water (Restructuring) Act 2007 (Qld) to be registered in accordance with Section 88 of the South East Queensland Water (Restructuring) Act 2007 (Qld)

I request that the Registrar of Titles dispenses with the production of titles pursuant to section 164 of the Land Title Act 1994.

7. Execution by applicant

6/7/2009
Execution Date

Applicant's or Solicitor's Signature

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

Toni Elizabeth Lake
Corporate Counsel
Queensland Bulk Water Supply Authority

© Queensland Titles Registry Pty Ltd 2025

Title Reference [50378293, 50378295, 15162080, 11845031, 11874020, 11874019, 11504081, 50273167, 16529057, 15384223, 16562162, 16562163, 15605008, 11550081, 12986098, 12497214]

This is the Enlarged Panel referred to in item 2 and Item 4 of the Form 14 General Request

2.	Lot on Plan Description	Easement Dealing	County	Parish	Title Reference
	Lot 23 on SP142997	712417762	Stanley	Maclean/Undullah	50378293
	Lot 25 on SP142997	712417800	Stanley	Undullah	50378295
	Lot 2 on CP W3120	712417637	Ward	Teviot	15162080
	Lot 1 on RP48366	712417715	Ward	Teviot	11845031
	Lot 7 on CP S31536	712417769	Stanley	Undullah	11874020
	Lot 6 on CP S31536	712417764	Stanley	Undullah	11874019
	Lot 3 on RP48366	712417718	Ward	Teviot	11845031
	Lot 12 on CP S31468	712417737	Stanley	Undulllah	11504081
	Lot 1 on CP W3120	712417631	Ward	Teviot	50273167
	Lot 13 on SP118637	712417623	Ward	Teviot	50273167
	Lot 14 on CP W3120	712417621	Ward	Teviot	16529057
	Lot 15 on CP W3120	712417562	Ward	Teviot	16529057
	Lot 16 on CP W3120	712417686	Ward	Teviot	15384223
	Lot 17 on CP W3120	712417683	Ward	Teviot	15384223
	Lot 18 on CP W3120	712417667	Ward	Teviot	15384223
	Lot 1 on RP193780	712418041	Ward	Teviot	16562162
	Lot 2 on RP193780	712418033	Ward	Teviot	16562163
	Lot 20 on CP W3120	712418024	Ward	Teviot	15605008
	Lot 21 on CP W3120	712418018	Ward	Teviot	11550081
	Lot 2 on RP85989	712417879	Ward	Logan	12986098
	Lot 10 on RP25779	712417577	Ward	Logan	12497214

seqwater
WATER FOR LIFE

Max Locke
General Manager Titles Registration
Registrar of Titles and Registrar of Water Allocations
GPO Box 1401
Brisbane QLD 4001

6 July 2009

Dear Mr Locke

General Request – Transfer of Assets – Queensland Water Infrastructure Pty Ltd to Queensland Bulk Water Supply Authority trading as Seqwater

Enclosed for your attention are details relating to the vesting of interests in land (easements in gross) to the Queensland Bulk Water Supply Authority. The Authority was established by Section 6 of the *South East Queensland Water (Restructuring) Act 2007*.

Specifically, by Gazette notification dated 15th June 2009 (copy enclosed) the easements in gross described in the enclosed Form 20 transferred from the Queensland Water Infrastructure Pty Ltd to the Queensland Bulk Water Supply Authority.

The enclosed gazette notification dated 15th June 2009 under Section 1(c) identifies a schedule of the easements in gross subject to transfer. The enclosed pages numbered 1 - 5 are a true and correct extract of that part of the schedule of easements in gross that are referred to in this request.

The registration of this transfer of interest will be exempt from any fees or charges as outlined in Section 81 of the *South East Queensland Water (Restructuring) Act 2007*.

In accordance with Section 88 of the *South East Queensland Water (Restructuring) Act 2007*, we would appreciate if you would proceed with the registration of this transfer of interest.

Yours sincerely

Lisa Fielding
Commercial Advisor

South East Queensland Water (Restructuring) Act 2007

TRANSFER NOTICE

Transfer of certain of Queensland Water Infrastructure Pty Ltd's assets, liabilities and instruments to Queensland Bulk Water Supply Authority and related matters

1 Transfer

Pursuant to sections 67(1)(b), (d), (g) and (k) of the *South East Queensland Water (Restructuring) Act 2007* (Qld), I, Andrew Fraser, Treasurer and Minister for Employment and Economic Development, do each of the following with effect on and from the Effective Date:

(a) (**bulk water and other assets**) transfer from the Transferor to the Transferee all of the assets set out in the Asset Transfer Statement, including any such assets which are attached to (and would otherwise form part of) any land;

(b) (**freehold land**) transfer from the Transferor to the Transferee the freehold interest in, and all of the rights of the Transferor associated with, the land set out in **schedule 1** of the General Transfer Statement, and all of the liabilities of the Transferor in respect of that land arising from and after the Effective Date;

(c) (**easements in gross**) transfer from the Transferor to the Transferee the benefit of, and all the rights of the Transferor associated with, the easements in gross set out in **schedule 2** of the General Transfer Statement, and all of the liabilities of the Transferor in respect of those easements arising from and after the Effective Date;

(d) (**trustee lease**) transfer from the Transferor to the Transferee all of the rights and interests of the Transferor associated with the trustee lease set out in **schedule 3** of the General Transfer Statement, and all of the liabilities of the Transferor in respect of that lease arising from and after the Effective Date;

(e) (**reserves**) remove the Transferor and appoint the Transferee, as trustee of, and transfer from the Transferor to the Transferee all of the rights, interests and liabilities associated with, the reserves set out in **schedule 4** of the General Transfer Statement;

(f) (**contracts**) transfer from the Transferor to the Transferee:

(i) all of the rights of the Transferor arising under or relating to the contracts set out in **schedule 5** of the General Transfer Statement (including rights which arose prior to the Effective Date); and

(ii) all of the liabilities of the Transferor arising under any of those contracts from and after the Effective Date,

so that, with effect from and after the Effective Date:

(iii) the Transferee will replace the Transferor as a party to each of those contracts;

(iv) each reference to the Transferor, as a party, in each of those contracts will be taken to be a reference to the Transferee; and

(v) the Transferee will be entitled to the rights of the Transferor arising under or relating to each of those contracts, including rights which arose prior to the Effective Date, and will perform the obligations and liabilities of the Transferor arising under each of those contracts from and after the Effective Date;

(g) (**third party warranties**) transfer from the Transferor to the Transferee the benefit of any obligations, warranties, guarantees or certificates given for the benefit of the Transferor (including prior to the Effective Date) by any manufacturers, suppliers, subcontractors, consultants or other third parties that relate to:

(i) services provided in connection with the planning, development, design, construction or commissioning of the assets transferred to the Transferee pursuant to **paragraph 1(a)**; or

(ii) works or services supplied in connection with, or goods incorporated into, those assets;

(h) (**Third Party Promises**) transfer from the Transferor to the Transferee the benefit of each Third Party Promise; and

(i) (**instruments**):

(i) transfer from the Transferor to the Transferee all of the rights and obligations of the Transferor under the instruments set out in **schedule 6** of the General Transfer Statement;

(ii) deem all references to the Transferor in those instruments to be references to the Transferee; and

(iii) deem that any of those instruments which are applications are taken to have been made in the name of the Transferee.

(j) (**QWI Debt Facility**) transfer from the Transferor to the Transferee the book value of the indebtedness of the Transferor (as at the Effective Date), and the rights and obligations of the Transferor, under the QWI Debt Facility.

2 Direction

Pursuant to section 68 of the *South East Queensland Water (Restructuring) Act 2007* (Qld), I, Andrew Fraser, Treasurer and Minister for Employment and Economic Development, direct and require that:

(a) (**further assurance**) the Transferor and the Transferee each do all such things (including the execution of instruments) necessary, incidental or ancillary, to give effect to this Transfer Notice;

(b) (**boards**) the boards of the Transferor and the Transferee each do all such things (including the execution of instruments) necessary, incidental or ancillary, to give effect to this Transfer Notice;

(c) (**indemnity**) the Transferor indemnifies the Transferee against any Loss suffered or incurred by the Transferee which relates to acts, omissions or negligence of the Transferor, its officers, employees, agents or contractors occurring in the period before the Effective Date provided:

(i) the Transferor will not be liable to the Transferee under the indemnity in this **paragraph 2(c)** to the extent that the Loss was caused or

contributed to by the act, omission or negligence of the Transferee, except to the extent of the amount recovered by the Transferor from an insurer in respect of that Loss (less costs reasonably and properly incurred by the Transferor in recovering that amount);

(ii) the Transferor's liability under the indemnity in this **paragraph 2(c)** in respect of any Loss is limited to the amount recovered by the Transferor from a person other than the Transferee (including an insurer) in respect of that Loss (less costs reasonably and properly incurred by the Transferor in recovering that amount); and

(iii) the indemnity in this **paragraph 2(c)** does not apply to any Loss which is the subject of the indemnity in clause 4 of the Operations and Maintenance Agreement between the Transferor and the Transferee annexed to the Project Direction (given pursuant to section 68 of the *South East Queensland Water (Restructuring) Act 2007* (Qld) by the Treasurer on 9 September 2008) and subsequently executed by the Transferor and the Transferee;

(d) (**recovery of Loss**) the Transferor use reasonable endeavours (including any steps required to be taken by the Treasurer and Minister for Employment and Economic Development or his nominee) to recover any Loss referred to in **paragraph 2(c)** from a person other than the Transferee (including an insurer);

(e) (**instruments not governed by the laws of Queensland**) the Transferor must do all such things required by the Transferee (including the execution of instruments) necessary, incidental or ancillary, to effect the transfer from the Transferor to the Transferee of all instruments relating to any asset transferred under this Transfer Notice which are not capable of being transferred under this Transfer Notice, including (without limitation) the transfer from the Transferor to the Transferee of any instrument issued, deemed to be issued or held in the name of the Transferor under Commonwealth legislation; and

(f) (**accounting treatment**) the Transferor and the Transferee treat:

(i) the transfer of the assets and liabilities (including any indebtedness under the QWI Debt Facility) and other things done under this Transfer Notice as a distribution to or contribution by owners (as applicable) which is to be considered as a redemption or increase of ownership interest;

(ii) the value of the assets and liabilities transferred from the Transferor to the Transferee under this Transfer Notice as being equivalent to the carrying value of the assets and liabilities as recorded in the accounts of the Transferor as at the Effective Date; and

(iii) the value of the indebtedness under the QWI Debt Facility transferred from the Transferor to the Transferee pursuant to **paragraph 1(j)** of this Transfer Notice as being equivalent to the book value of the indebtedness under the QWI Debt Facility as recorded in the accounts of the Transferor as at the Effective Date.

3 Definitions

In this Transfer Notice and the General Transfer Statement:

Asset Transfer Statement means the document entitled "Queensland Water Infrastructure Pty Ltd – Asset Transfer Statement", a copy of which is signed by me for identification purposes on the same day as this Transfer Notice and shall be kept available for inspection at Queensland Treasury Department, Executive Building, 100 George Street, Brisbane.

Effective Date means the beginning of the day of 30 June 2009.

General Transfer Statement means the document entitled "Queensland Water Infrastructure Pty Ltd – General Transfer Statement", a copy of which is signed by me for identification purposes on the same day as this Transfer Notice and shall be kept available for inspection at Queensland Treasury Department, Executive Building, 100 George Street, Brisbane.

Loss includes all actions, proceedings, claims, demands, costs, losses, damages, liabilities, penalties and expenses whatsoever which may be brought against or made on a person, or which that person may pay, sustain, incur or be put to.

QTC means Queensland Treasury Corporation.

QWI Debt Facility means the QTC debt facility named "Cedar Grove/Bromelton Offstream Storage Account".

Third Party Promise means a promise given by a promisor for the benefit of the Transferor under a contract the details of which are set out in **schedule 7** of the General Transfer Statement which the promisor is under a duty to perform under section 55 of the *Property Law Act 1974* (Qld), the Transferor having accepted the promise pursuant to the letter, the details of which are set out in respect of that contract in the column headed "PLA s.55 notice details" in **schedule 7** of the General Transfer Statement.

Transferee means the Queensland Bulk Water Supply Authority established under section 6 of the *South East Queensland Water (Restructuring) Act 2007* (Qld).

Transferor means Queensland Water Infrastructure Pty Ltd (ACN 119 634 427), a Water Entity under the *South East Queensland Water (Restructuring) Act 2007* (Qld).

Unless the context requires otherwise, capitalised words used in this Transfer Notice but not defined in it have the meaning given to them in the *South East Queensland Water (Restructuring) Act 2007* (Qld).

Andrew Fraser
Treasurer
Minister for Employment and Economic Development

Signed on the 10th day of June 2009

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BRISBANE
Printed by Government Printer, Vulture Street, Woolloongabba
15 June 2009

Queensland Water Infrastructure Pty Ltd – General Transfer Statement

This document comprising ten pages is the document titled "Queensland Water Infrastructure Pty Ltd – General Transfer Statement" referred to in the transfer notice titled "Transfer of certain of Queensland Water Infrastructure Pty Ltd's assets, liabilities and instruments to Queensland Bulk Water Supply Authority and related matters" (Transfer Notice) made by me under the *South East Queensland Water (Restructuring) Act 2007* (Qld).

Andrew Fraser
Treasurer
Minister for Employment and Economic Development
Signed on 10 day of May 2009

Schedule 1 – Freehold land

Freehold ID	Address	Lot	Plan	County	Parish	Title Reference
1	Allan Creek Road, Gleneagle	23	Crown Plan W31790	Ward	Bromelton	50706258
2	Brabazon Road, Gleneagle	1	RP178429	Ward	Bromelton	16280201
3	Brabazon Road, Gleneagle	2	RP178429	Ward	Bromelton	16280202
4	Brabazon Road, Gleneagle	3	RP197262	Ward	Bromelton	16670133
5	109 Brabazon Road, Gleneagle	5	RP204976	Ward	Bromelton	16829040
6	Bushland Road, Cedar Grove	3	SP201569	Stanley	Maclean	50731210
7	104 Couldery Court, Cedar Grove	200	RP200030	Ward	Logan	16963141

Schedule 2 – Easements in gross

Easement ID	Address	Lot on Plan	Registered No.
1	Bromelton House Road, Gleneagle	Lot 111 on Crown Plan W31790	711859400

Easement ID	Address	Lot on Plan	Registered No.
2	Dennis Road, Cedar Grove	Easements AK & AL in Lot 66 on Crown Plan W3123 on SP209577	
3	Dennis Road, Cedar Grove	Easement AG in Lot 141 on Crown Plan S312748 on SP209573	
4	Dennis Road, Cedar Grove	Easement AM in Lot 1 on RP25779 on SP209577	
5	Bushland Road, Cedar Grove	Easement AF in Lot 146 on Crown Plan SL11068 on SP209572	
6	Dennis Road, Cedar Grove	Easement AN in Lot 2 on RP25779 on SP209577	
7	Bushland Road, Cedar Grove	Easement AE in Lot 310 on Crown Plan S311660 on SP209571	
8	Rogers Road, Cedar Grove	Easement AR in Lot 3 on RP25779 on SP209579	
9	Harris Road, Cedar Grove	Easement AD in Lot 306 on Crown Plan S311476 on SP209571	
10	Harris Road, Cedar Grove	Easement AC in Lot 153 on Crown Plan SL11068 on SP209569	
11	Rogers Road, Cedar Grove	Easement AS in Lot 4 on RP25779 on SP209579	
12	Gittins Road, Cedar Grove	Easement AB in Lot 156 on Crown Plan SL11068 on SP209569	
13	441 Cedar Grove Road, Cedar Grove	Easement AT in Lot 5 on RP25779 on SP209579	

Easement ID	Address	Lot on Plan	Registered No.
14	491 Cedar Grove Road, Cedar Grove	Easements AU & AV in Lot 6 on RP25779 on SP209580	
15	541 Cedar Grove Road, Cedar Grove	Easement AW in Lot 7 on RP25779 on SP209580	
16	543 Cedar Grove Road, Cedar Grove	Easement AX in Lot 8 on RP25779 SP209580	
17	Gittins Road, Cedar Grove	Easement AA in Lot 157 on Crown Plan SL11068 on SP209570	
18	Gittins Road, Cedar Grove	Easement Z in Lot 299 on Crown Plan S311316 on SP209570	
19	Gittins Road, Jimboomba	Easement Y in Lot 168 on Crown Plan SL11068 on SP209569	
20	Gittins Road, Jimboomba	Easement X in Lot 169 on Crown Plan SL11068 on SP209570	
21	Bushman Drive, Jimboomba	Easement W in Lot 23 on SP142997 on SP209570	
22	Wyatt Road, Jimboomba	Easement U in Lot 25 on SP142997 on SP209567	
23	Kilmoylar Road, Jimboomba	Easements H & J in Lot 2 on Crown Plan W3120 on SP209561	
24	Kilmoylar Road, Jimboomba	Easement K in Lot 1 on RP48366 on SP209562	
25	Wyatt Road, Jimboomba	Easement T in Lot 7 on Crown Plan S31536 on SP209565	

Easement ID	Address	Lot on Plan	Registered No.
26	Wyatt Road, Jimboomba	Easement R in Lot 6 on Crown Plan S31536 on SP209565	
27	Kilmoylar Road, Kagaru	Easements M & N in Lot 3 on RP48366 on SP209562	
28	Wyatt Road, Kagaru	Easements P & Q in Lot 12 on Crown Plan S31468 on SP209564	
29	Kilmoylar Road, Jimboomba	Easement G in Lot 1 on Crown Plan W3120 on SP209561	
30	Kilmoylar Road, Cedar Grove	Easement F in Lot 13 on SP118637 on SP209561	
31	Kilmoylar Road, Cedar Grove	Easement E in Lot 14 on Crown Plan W3120 on SP209561	
32	Kilmoylar Road, Cedar Grove	Easement D in Lot 15 on Crown Plan W3120 on SP209559	
33	794 Brookland Road, Cedar Grove	Easement C in Lot 16 on Crown Plan W3120 on SP209560	
34	Brookland Road, Cedar Grove	Easement B in Lot 17 on Crown Plan W3120 on SP209560	
35	Brookland Road, Cedar Grove	Easement A in Lot 18 on Crown Plan W3120 on SP209560	
36	577 Undullah Road, Allenview	Easement BL in Lot 1 on RP193780 on SP209588	
37	684 Brookland Road, Allenview	Easement BK in Lot 2 on RP193780 on SP209588	

Easement ID	Address	Lot on Plan	Registered No
38	644 Brookland Road, Allenview	Easement BJ in Lot 20 on Crown Plan W3120 on SP209587	
39	630 Brookland Road, Allenview	Easement BH in Lot 21 on Crown Plan W3120 on SP209586	
40	1 Cedar Pocket Road, Cedar Grove	Easement AY in Lot 2 on RP85989 on SP209581	
41	39 Cedar Pocket Road, Cedar Grove	Easement AZ in Lot 10 on RP25779 on SP209559	
42	73 Cedar Pocket Road, Cedar Grove	Easement BA in Lot 11 on RP25779 on SP209559	
43	115 Cedar Pocket Road, Cedar Grove	Easement BB in Lot 12 on RP25779 on SP209582	
44	143 Cedar Pocket Road, Cedar Grove	Easement BC in Lot 13 on RP25779 on SP209583	
45	474 Undullah Road, Cedar Grove	Easement BD in Lot 14 on RP850622 on SP209584	
46	Undullah Road, Allenview	Easement BE in Lot 55 on Crown Plan W3123 on SP209585	
47	Undullah Road, Allenview	Easement BF in Lot 54 on Crown Plan W3123 on SP209585	
48	287 Undullah Road, Allenview	Easement BG in Lot 53 on Crown Plan W3123 on SP209585	

QUEENSLAND TITLES REGISTRY
Land Title Act 1994 and Land Act 1994

EASEMENT

FORM 9 Version 4

Page 1 of 11

717458990

$175.00
19/08/2016 16:16

Duty Imprint
Client No: 1 0 5 1 2 5 8 Duties Act 2001
Transaction No: 5 1 2-3 6 4-2 8 2
Duty Paid $ 38025.00 ☐ Exempt
Under Easement Agreement dated 01-04-16
Date: 16/08/16 Signed:

GC 600

1. Grantor
MAXWELL ALWYN WYATT

Lodger (Name, address, E-mail & phone number)
MBA Lawyers
PO Box 398, Varsity Lakes Q 4227
antony@mba-lawyers.com.au
07 5539 9688

Lodger Code
GC38

2. Description of Easement/Lot on Plan
Servient Tenement (burdened land)
EASEMENTS B AND C ~~IN LOT 22~~ ON SP ~~164832~~ 281238

Title Reference
50486564

#Dominant Tenement (benefited land)

not applicable if easement in gross

LOT 3 ON ~~SP~~ EP 311896	50908958
LOT 200 ON SP 133189	50344751
LOT 1 ON RP 97710	13577218

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)
See enlarged panels	~~FLINDERS LAND HOLDINGS PTY LTD ACN 602 362 443 ATF PACIFIC EXCHANGE TRUSTS 5-41~~	

6. Consideration
ONE MILLION DOLLARS ($1,000,000.00)

7. Purpose of easement
WATER SUPPLY AND 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~~.

* delete if not applicable

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

.....signature
John Consiglio .....full name
Solicitor .....qualification
Witnessing Officer

6/7/16
Execution Date

M. A. Wyatt
Grantor's Signature

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

.....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)

3/8/16
Execution Date

Grantee's Signature

Flinders Land Holdings Pty Ltd
ACN 602 362 443

© Queensland Titles Registry Pty Ltd 2023

Title Reference 50378294

5. Grantee	Given names	Surname/Company name and number	(include tenancy if more than one)
			Tenants in common
		Flinders Land Holdings Pty Ltd ACN 602 362 443 as Trustee under Instrument No. 710458866	1/7
		Flinders Land Holdings Pty Ltd ACN 602 362 443 as Trustee under Instrument No. 710458866	1/7
		Flinders Land Holdings Pty Ltd ACN 602 362 443 as Trustee under Instrument No. 710458866	1/7
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		Flinders Land Holdings Pty Ltd ACN 602 362 443 as Trustee under Instrument No. 710458866	1/7
		Flinders Land Holdings Pty Ltd ACN 602 362 443 as Trustee under Instrument No. 710458866	1/7
		Flinders Land Holdings Pty Ltd ACN 602 362 443 as Trustee under Instrument No. 710458866	1/7
	Michelle	King	Joint Tenant
	Darwin	King	Joint Tenant

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

ANNE BLOMFIELD QUINONES full name

NOTARY PUBLIC qualification

Witnessing Officer

Sept. 12/12/2014
Execution Date

Michelle King
Grantee's Signature

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

Title Reference 50378294

5. **Grantee**	Given names	Surname/Company name and number	(include tenancy if more than one)
			Tenants in common
		Flinders Land Holdings Pty Ltd ACN 602 362 443 as Trustee under Instrument No. 710458866	1/7
		Flinders Land Holdings Pty Ltd ACN 602 362 443 as Trustee under Instrument No. 710458866	1/7
		Flinders Land Holdings Pty Ltd ACN 602 362 443 as Trustee under Instrument No. 710458866	1/7
		Flinders Land Holdings Pty Ltd ACN 602 362 443 as Trustee under Instrument No. 710458866	1/7
		Flinders Land Holdings Pty Ltd ACN 602 362 443 as Trustee under Instrument No. 710458866	1/7
		Flinders Land Holdings Pty Ltd ACN 602 362 443 as Trustee under Instrument No. 710458866	1/7
		Flinders Land Holdings Pty Ltd ACN 602 362 443 as Trustee under Instrument No. 710458866	1/7
	Michelle	King	Joint Tenant
	Darwin	King	Joint Tenant

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

ATT. RICHARD QUINN full name

..... NOTARY PUBLIC ..... qualification

Witnessing Officer

Sept. 12/12014

Execution Date

.....

Darwin King

Grantee's Signature

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

Title Reference 50486564

IT IS COVENANTED BETWEEN THE PARTIES TO THE ABOVE EASEMENT AS FOLLOWS:

That the Grantor will permit the Grantee free and uninterrupted access for water supply and sewerage purposes over the Servient Tenement including the full, free and uninterrupted right and liberty of using the Servient Tenement for the passage, flow and conveyance of water and sewerage or any other purpose connected with any water or sewerage mainline infrastructure approved by the Grantor and of constructing, placing and laying under the surface of the soil to a minimum depth of 300mm on the Servient Tenement mains, pipes and other equipment for such purposes or for any other purposes connected with any water and/or sewerage mainline infrastructure to be installed underground on Easements B and C as shown on Plan SP 281238 and of inspecting, maintaining, cleaning, repairing and renewing such mains and pipes and in relation to such Easements and purposes as aforesaid, the Grantees are to have full, free and uninterrupted access to the Servient Tenement at all times and from time to time for themselves, their servants or agents to enter upon and to go, pass and repass over, along, upon and under the Servient Tenement or any part thereof with or without engineers, surveyors, consultants, contractors, employees, workmen or other persons and with or without motor cars, trucks, tractors and other vehicles, machinery, plant and equipment to facilitate the opening or breaking up of the soil of the Servient Tenement or any part thereof as well as the subsurface and to bring in place in and upon and store on the Servient Tenement or any part thereof during the construction work, machinery, piping, all appliances, tools and other articles and to do such things to construct, maintain and repair the water and sewer infrastructure, and to do such other things as the Grantee shall in his discretion think fit and the Grantee covenants that if and when the said mains and pipes shall be constructed they shall maintain and repair the said mains and pipes as aforesaid so that no nuisance or obstruction is caused to any adjoining land owner and shall make good at their own expense any damage or injury caused to the said adjoining lands and the Grantor covenants that it or its agents, servants or workmen shall not damage the same mains and pipes and shall not interfere with the flow of water or sewerage through the said mains and pipes so caused and if the Grantor shall not make good the damaged so caused the Grantee shall be entitled to do so and the Grantor shall be responsible for any expenses incurred by the Grantee in repairing such damage **AND IT IS MUTUALLY AGREED AND ACKNOWLEDGED** that:

1. The Servient Tenement shall not be fenced; and
2. The Grantee shall obtain and comply with all necessary approvals and licences in relation to the construction and maintenance of the water and sewerage mains, pipes and other equipment.

CURRENT TITLE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Request No: 22677693
Search Date: 28/01/2016 10:20 Title Reference: 50908958
Date Created: 22/03/2013

Previous Title: 40066069

REGISTERED OWNER Interest

Dealing No: 716616099 08/07/2015

FLINDERS LAND HOLDINGS PTY LTD A.C.N. 602 362 443
TRUSTEE 1/7
UNDER INSTRUMENT 710458866
FLINDERS LAND HOLDINGS PTY LTD A.C.N. 602 362 443
TRUSTEE 1/7
UNDER INSTRUMENT 710458866
FLINDERS LAND HOLDINGS PTY LTD A.C.N. 602 362 443
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UNDER INSTRUMENT 710458866
FLINDERS LAND HOLDINGS PTY LTD A.C.N. 602 362 443
TRUSTEE 1/7
UNDER INSTRUMENT 710458866

AS TENANTS IN COMMON

ESTATE AND LAND

Estate in Fee Simple

LOT 3 CROWN PLAN S311896
Local Government: LOGAN

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10578106 (POR 43)

2. EASEMENT No 601549475 (A305174) 22/08/1936
BENEFITING THE LAND
OVER EASEMENT A ON RP53190

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
713742311	VEG NOTICE VEGETATION MANAGEMENT ACT 1999	03/03/2011 15:08	CURRENT
715337736	STRTGIC LAND	27/09/2013 14:49	CURRENT

CURRENT TITLE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Request No: 22677693
Search Date: 28/01/2016 10:20 Title Reference: 50908958
Date Created: 22/03/2013

ADMINISTRATIVE ADVICES (Continued)

Dealing	Type	Lodgement Date	Status
	STRATEGIC CROPPING LAND ACT 2011		

UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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Requested By: D-ENQ INFOTRACK PTY LIMITED

CURRENT TITLE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Request No: 22677548
Search Date: 28/01/2016 10:12 Title Reference: 50344751
Date Created: 13/02/2001

Previous Title: 40027461

REGISTERED OWNER Interest

Dealing No: 716616099 08/07/2015

FLINDERS LAND HOLDINGS PTY LTD A.C.N. 602 362 443
TRUSTEE 1/7
UNDER INSTRUMENT 710458866
FLINDERS LAND HOLDINGS PTY LTD A.C.N. 602 362 443
TRUSTEE 1/7
UNDER INSTRUMENT 710458866
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TRUSTEE 1/7
UNDER INSTRUMENT 710458866
FLINDERS LAND HOLDINGS PTY LTD A.C.N. 602 362 443
TRUSTEE 1/7
UNDER INSTRUMENT 710458866

AS TENANTS IN COMMON

ESTATE AND LAND

Estate in Fee Simple

LOT 200 SURVEY PLAN 133189
Local Government: LOGAN

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 11848149 (POR 21)

2. LEASE No 707969057 12/08/2004 at 14:08
PACIFIC AGRICOM PTY LTD A.C.N. 084 471 116

3. AMENDMENT OF LEASE No 709367038 15/02/2006 at 14:13
LEASE: 707969057
TERM: 01/08/2004 TO 31/07/2007 OPTION 3 YEARS

CURRENT TITLE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Request No: 22677548
Search Date: 28/01/2016 10:12 Title Reference: 50344751
Date Created: 13/02/2001

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
713742311	VEG NOTICE	03/03/2011 15:08	CURRENT
	VEGETATION MANAGEMENT ACT 1999		
715337736	STRTGIC LAND	27/09/2013 14:49	CURRENT
	STRATEGIC CROPPING LAND ACT 2011		

UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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CURRENT TITLE SEARCH
DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Request No: 22677550
Search Date: 28/01/2016 10:12 Title Reference: 13577218
Date Created: 03/06/1963

Previous Title: 11848149

REGISTERED OWNER

Dealing No: 703131344 22/01/1999

MICHELLE KING
DARWIN KING JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 1 REGISTERED PLAN 97710
Local Government: LOGAN

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 11848149 (POR 21)

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
713742307	VEG NOTICE VEGETATION MANAGEMENT ACT 1999	03/03/2011 15:08	CURRENT

UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

** End of Current Title Search **

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Requested By: D-ENQ INFOTRACK PTY LIMITED

Contact: Antony Knox
Email: antony@mba-lawyers.com.au
Our Ref: AJK:mmc:1600052

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28 September 2016

The Registrar
Department of Natural Resources & Mines
Level 1, AVC Building
14 Edgewater Court
ROBINA QLD 4226

HAND DELIVERY

Dear Sir/Madam,

Maxwell Alwyn Wyatt Grant of Easement in Form 9 to Flinders Land Holdings Pty Ltd ACN 602 362 443 as trustee under Instrument No. 710458866, Darwin King and Michelle King
PPTY: Lot 22 on SP 164832 (Title Reference: 50486564) (Easements B & C on SP 281238)

We act on behalf of Flinders Land Holdings Pty Ltd ACN 602 362 443 as Trustee under Instrument No. 710458866, Michelle King and Darwin King ("the grantee").

By Requisition Notice dated 30 August 2016 ("Requisition No. 1") the Registry identified:-

> ***"Issues Requiring Attention***
>
> *Item 2 should be shown as EASEMENTS B AND C on sp281238 (servient tenement).*
>
> *Dominant tenement – incorrect plan identifier for lot 3 not sp.*
>
> *Item 5 must be in the current names as shown on all the dominant titles (names shown are incorrect).*
>
> *Item 8 delete the the wording which is not applicable.*
>
> *Item 8 will require all DOMINANT TENEMENTS to execute as grantees. "*

Please find **enclosed** by way of answer to Requisition No. 1:-

1. Original Easement in Form 9 with amendments (incorporating enlarged panels in Form 20);

2. Our general account cheque in the sum of $33.00 on account of the requisition fee.

By way of response to each of the Issues Requiring Attention in Requisition No. 1:-

Item 2

1. Servient Tenement has been amended to "EASEMENTS B AND C on SP 281238".

Partners
Antony Knox
Mitchell Clark
Clayton Glenister
Matt Windle

Senior Associates
Duane Williams

Associates
Monica Drivas
Danielle Watt

Lawyers
Naomi Dickson
Ruth Nean
Jenna Lawry

Consultants
Robert Balanda
Tony Lenan

2. Dominant Tenement has been amended to show the correct description as "Lot 3 on CP S311896".

Item 5

3. We **enclose** copies of the following DNRM historical title searches for:-

   (a) Lot 3 on CP S311896 (Title Reference: 50908958);

   (b) Lot 200 on SP 133189 (Title Reference: 50344751);

   (c) Lot 1 on RP 97710 (Title Reference: 13577218).

4. We confirm that Item 5 of the Easement in Form 9 has been amended by inclusion of the two (2) Enlarged Panels in Form 20 detailing the Grantee as strictly shown on the dominant title with execution by Flinders Land Holdings Pty Ltd ACN 602 362 443 by 2 directors (page 1 of 4), Michelle King (page 2 of 4) and Darwin King (page 3 of 4).

Item 8

5. We note the Easement in Form 9 has been amended by the deletion of the not applicable wording as the covenant is contained within the attached Schedule (page 4 of 4).

6. We confirm all dominant tenements have duly signed the Form 9 as grantees by Flinders Land Holdings Pty Ltd ACN 602 362 443 (page 1 of 4), Michelle King (page 2 of 4) and Darwin King (page 3 of 4).

7. We confirm that the individual grantees have duly signed the Enlarged Panels in Form 20 in the presence of a qualified witness under section 161(2) of the Land Title Act 1994 ("the Act") outside Australia in the presence of a notary public in accordance with Schedule 1 of the Act.

Survey Plan No. 281238

8. As Easements B and C on SP 281238 define the Easement granted under the Easement in Form 9 to enable registration under section 83(1)(a) we request you confirm that the Easement Plan lodged contemporaneously with the Easement Form 9 has been registered.

As settlement of the Easement Agreement (Water and Sewer Infrastructure) is due to occur pursuant to registration of the Easement in Form 9 we request you notify the writer should any issues remain with respect to the documentation submitted for registration.

Thanking you in anticipation.

Yours faithfully,

Antony Knox
Partner
MBA LAWYERS

Enc