

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

(Dealing No.)

5. Lodged by

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

1. Certificate of Registered Owners or Lessees.

I/We LOGAN CITY COUNCIL

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

Signature of \*Registered Owners \*Lessees

Logan City Council As Constructing Authority  
Agrees To This Plan Of Subdivision

s.73 Irrelevant

Signature

SILVIO TRINCA

Name

DEPUTY CHIEF EXECUTIVE OFFICER - ROAD & WATER  
Title INFRASTRUCTURE

\* Rule out whichever is inapplicable

Planning Body Approval.

\* Logan City Council

hereby approves this plan in accordance with the:

% Sustainable Planning Act 2009

Dated this 22<sup>nd</sup> day of March 2016

Approved

s.73 Irrelevant

SILVIO TRINCA

Name

DEPUTY CHIEF EXECUTIVE

# Title OFFICER - ROAD & WATER  
INFRASTRUCTURE

\* Insert the name of the Planning Body.

# Insert designation of signatory or delegation

% Insert applicable approving legislation.

3. Plans with Community Management Statement :

CMS Number :

Name :

22-162

4. References :

Dept File :

Local Govt : 714477-1

Surveyor : 7545

6. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
50257435	Lot 2 on SPI03674	-	-	EMT G

Lots	Orig

7. Original Grant Allocation :

8. Map Reference :  
9542-42431

9. Parish:  
MACKENZIE

10. County:  
STANLEY

11. Passed & Endorsed :

By :

Date :

Signed :

File/Date :

12. Building Format Plans only.

I certify that :

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

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

Cadastral Surveyor/Director\* Date  
\*delete words not required

13. Lodgement Fees :

Survey Deposit \$ .....

Lodgement \$ .....

.....New Titles \$ .....

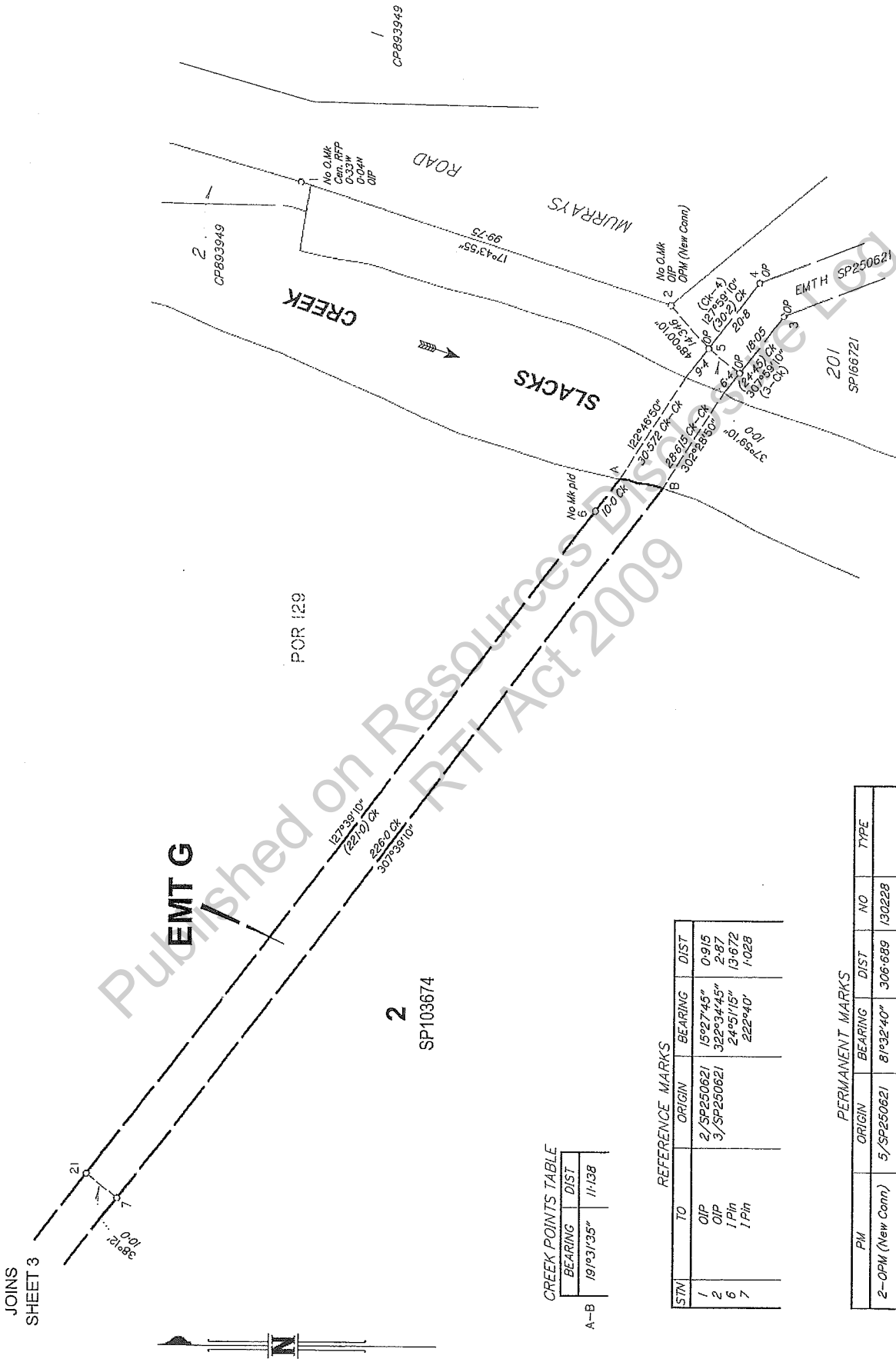
Photocopy \$ .....

Postage \$ .....

TOTAL \$ .....

14. Insert Plan Number

SP275648 Page 4 of 24



EMT G

SLACKS CREEK

2  
SP103674

CREEK POINTS TABLE

BEARING	DIST
19°31'35"	11.138

A-B

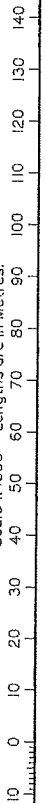
REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	OIP	2/SP250621	15°27'45"	0.915
2	OIP	3/SP250621	322°34'45"	2.87
6	1 Pin		24°51'15"	13.672
7	1 Pin		222°40'	1.028

PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO	TYPE
2-OIP (New Conn)	5/SP250621	81°32'40"	306.689	130228	

Scale 1:1000 - Lengths are in Metres.



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Insert Plan Number

SP275648  
Page 2 of 24

JOINS  
SHEET 4

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
7	1 Pin		222°40'	1-028
8	Nail in conc		21°20'40"	48-11
8	Screw		355°50'40"	57-57
9	1 Pin		165°59'	57-594
16	OIP	IS115918	275°07'15"	1-011
17	OIP	IS148675	at Station	
18	O.Nail gone	16/SP103674	322°01'30"	14-443



POR 130

2

SP103674

POR 129

EMT G

SLACKS

CREEK

JOINS  
SHEET 2

CREEK

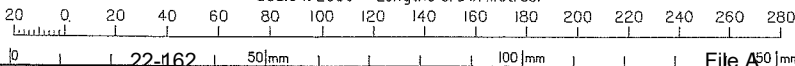
SLACKS

POR 128

PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO	TYPE
16-OPM (New Conn)	SP100914	266°15'15"	56-365	115063	Standard

Scale 1:2000 - Lengths are in Metres.



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Insert Plan Number  
SP275648  
Page 3 of 24

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
9	1 Pin		165°59'	57.594
10	Screw		174°50'40"	3.511
11	1 Pin		248°05'05"	18.652
12	1 Pin		217°50'30"	9.822
13	1 Pin		1°48'35"	10.916
13	Nail in conc h'wall		126°27'40"	26.923

JOINS SHEET 5



Published on Resources Disclosure Log

EMT G

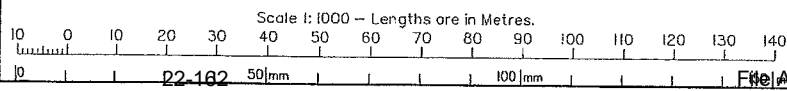
2  
SP103674

POR 131

POR 130

SLACKS

CREEK



State copyright reserved.

JOINS SHEET 3

Insert Plan Number SP275648  
Page 4 of 24

**TAKING OF EASEMENT NOTICE (No 06) 2014**

**Short title**

1. This notice may be cited as the *Taking of Easement Notice (No 06) 2014*

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

2. The easement described in Schedule 2 is taken by Logan City Council for sewerage purposes and purposes incidental thereto (access) and vests in Logan City Council on and from 12 September 2014.

**Rights and obligations**

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

**SCHEDULE 1**

**1. Rights**

The Council shall have the full, free and uninterrupted right and liberty at all times of the day and the night and from time to time at the Council's pleasure:

- (a) to enter upon and traverse the easement for any purpose whatsoever connected with the Council's sewerage powers and whether or not such entry or traversal is for the benefit or detriment of the easement and whether or not it is for the benefit of the easement or any neighbouring or other lands;
- (b) to carry out such works on the easement and do such things including, without limiting the generality of the foregoing, digging, sinking shafts, erecting scaffolding, opening and breaking up the soil both surface and subsurface, placing and operating of machinery and equipment, storing of soil and gravel, laying pipes, digging trenches and drains and laying concrete on or within the easement as the Council in its discretion thinks necessary or desirable for any purpose whatsoever connected with the Council's sewerage powers and whether or not such works and things are for the benefit or detriment of the easement and whether or not such works and things are for the benefit of the registered proprietor's land or any neighbouring or other lands;
- (c) to permit the uninterrupted flow of sewage, whether flowing individually or in concentration, and whether continuously, intermittently or occasionally, beneath the surface of the easement, and through or along pipes and/or drains; and
- (d) to travel to and from the easement over such parts of the subject land as the Council determines in its absolute discretion.

**2. Limitation**

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

- (a) the surveying, testing and excavating for the pipes and/or drains, the laying and constructing of the pipes and/or drains and thereafter forever maintaining the pipes and/or drains over, under or through the easement;
- (b) the obtaining of free and uninterrupted access to any or any part of the pipes and/or drains from the surface of the easement for the purpose of laying, relaying, changing the size or number of, operating, inspecting, patrolling, altering, removing, replacing,

constructing, reconstructing and repairing the pipes and/or drains; and

- (c) travelling to and from the Easement over the Subject Land.

**3. Council's Agents and Equipment**

The Council in exercising any of the powers, rights and liberties conferred by this easement may do so by itself or by any one or more of the Council's agents.

The Council or the Council's agents whether by themselves or in conjunction with others may exercise any one or more of the powers, rights and liberties conferred by this easement on the Council and if necessary on foot or with vehicles, machinery, equipment or other things of any description whatsoever and whether such vehicles, machinery, equipment or other things are laden or unladen.

**4. Registered Proprietor not to obstruct easement**

The registered proprietor shall not make, cause, allow or permit:

- (a) any obstruction, interruption, impeding, hampering or interference with, diversion, scouring, change or alteration in or to the flow of sewage through the pipes and/or drains at any time;
- (b) any obstruction, interruption, impeding or hampering of or interference with the powers, rights and liberties granted and conferred on the Council or the Council's agents by this easement;
- (c) any ponding, storage, retention or deviation of sewage through or under the easement caused by or consequent upon:
  - (i) any use to which the easement is or might be put;
  - (ii) the erection, raising, making, placing of or suffering to stand or to remain any structures, paving, vegetation (except grass which is kept properly mown at all times) or anything whatsoever upon the easement;
- (d) any alteration which may impede Council gaining access to the pipes and/or drains for any purposes mentioned in the easement;
- (e) any alteration in level or gradient of the easement;
- (f) any change to the surface of the easement or to the natural or artificial features of the easement which contain or assist in containing the flow of sewage under or through the easement; or
- (g) any obstruction, erection, making, placing of or allowing to stand any structure of any kind on the land of or within the easement, unless permitted in writing by the Council or the permanent head and only to the extent permitted and upon such terms and conditions as the Council or the permanent head imposes or stipulates in the event of such permission being granted.

**5. Council may remedy breach**

5.1 If the registered proprietor or any occupier of the easement or part of it breaches any part of clause 4, the Council may request the registered proprietor by notice in writing to the registered proprietor at the registered proprietor's address to remedy the breach within 14 days of receipt of the notice.

5.2 If the registered proprietor does not remedy the breach within that time then the Council or the Council's agents may (without prejudice to any other remedy which the Council might have) remedy such breach by:

- (a) demolishing, removing or otherwise disposing of any structure, paving, vegetation or thing whatsoever;
- (b) performing any works or doing anything necessary for restoring, repairing or reinstating the pipes and/or drains and the easement (including regrassing it) and reforming the natural or artificial features containing or assisting in containing the flow of sewage under or through the easement to their former state and condition;
- (c) altering, grading, paving, preparing, grassing and fertilising or mowing the surface of the easement or placing, installing, establishing or constructing and keeping any earthworks and any other works whatsoever (whether of the class just mentioned or not) on or in the easement.
- 5.3 Should the Council or the Council's agents exercise any of the rights, powers and remedies contained in clause 5.2, then the cost of exercising those rights, powers and remedies and the doing and performing of any works, making alterations, grading, paving, preparing, grassing, fertilising, mowing, demolishing, removing or disposing of any structure, paving, vegetation or anything whatsoever shall be at the cost of the registered proprietor or the registered owner or occupier for the time being of the easement.
- 5.4 All of the powers, rights and liberties mentioned in clauses 1 and 3 hereof shall be exercisable by the Council or the Council's agents for the purpose of carrying out the rights, powers and remedies set out in clause 5.2.
- 6. Council may use adjacent land**
- 6.1 The registered proprietor hereby gives express permission (which permission is hereby declared to be irrevocable) to the Council and the Council's agents and if necessary with vehicles, machinery and equipment of any description whatsoever and whether laden or unladen to come onto and use such land of the registered proprietor immediately adjacent to the easement as may be occasionally required by the Council in the exercise of or incidental to its sewerage powers and in this regard the registered proprietor hereby confers on the Council and the Council's agents all of the rights, powers and liberties mentioned in clauses 1 and 5 of this easement, so long as such rights, powers and liberties are not exercised or utilised on a permanent or prolonged basis.
- 6.2 If the Council or the Council's agents exercise any rights pursuant to clause 6.1, the Council undertakes to indemnify and save harmless the registered proprietor in respect of any loss or damage sustained by the registered proprietor as a result of exercising those rights, powers and liberties and it agrees to make good and restore to a reasonable condition (having regard to its original condition) the surface of that part of the land utilised by the Council pursuant to such rights, powers or liberties unless the exercise of such rights, powers and liberties were occasioned by the wilful or negligent act of the registered proprietor, its employees, agents, invitees or licensees or the occupier of the registered proprietor's lands, or any part of them, adjacent to the easement.
- Clause 8, with any necessary changes, applies to the land immediately adjacent to the easement.
- 7. Indemnity**
- The registered proprietor hereby indemnifies the Council and agrees at all times hereafter to keep it indemnified in respect of any claims, demands or actions which are made or brought against the Council as a result of the installation, maintenance or use of the pipes and/or drains if such loss, damage, claim or action is in any way attributable to the negligence or deliberate act of the registered proprietor, its employees, agents, invitees or licensees.
- 8. Registered Proprietor to maintain easement**
- 8.1 The registered proprietor shall at all times maintain and keep the easement and the registered proprietor's improvements on and in the easement (but excluding the pipes and/or drains) in good order and repair and in a clean and tidy condition.
- 8.2 If there are no such improvements the registered proprietor undertakes to grass the easement and to keep it properly grassed and mown.
- 9. Registered Proprietor not to obstruct easement**
- Neither the registered proprietor nor any occupier of the registered proprietor's lands or any part of them forming part of the easement shall erect any Structures or pavings nor permit nor suffer to grow or allow to remain any vegetation (other than grass which is kept properly mown at all times) on the easement whereby the rights, powers and liberties of the Council as set out in this easement are or might be unreasonably restricted or diminished unless permitted in writing by the Council or the permanent head and only to the extent permitted upon such terms and conditions as the Council or the permanent head imposes or stipulates in the event of such permission being granted.
- 10. General Provisions**
- 10.1 Notwithstanding any rule of law or equity all pipelines, pipes and/or drains, drips, valves, fittings, meters, connections and all other equipment and appurtenances brought onto, laid or installed upon or buried in or under the easement by the Council at all times remain the property of the Council notwithstanding that they are or might be annexed to the easement.
- At any time and from time to time the Council may remove them in whole or in part.
- 10.2 The Council, performing and observing the covenants and conditions to be observed and performed by it under this easement, may peaceably hold and enjoy the rights, liberties, privileges and easement granted by this easement without hindrance, molestation or interruption by the registered proprietor or any person, firm or corporation claiming by, through, under or in trust for the registered proprietor.
- 10.3 The registered proprietor shall execute every deed, instrument or assurance, and do everything, for further or more effectually securing the rights or interest of the Council to or in the easement or any part or parts of it under this easement as the Council reasonably requires.
- 10.4 This easement is of the same force and effect to all intents and purposes as a covenant running with the

land. The benefit, and burden, of the stipulations of this easement extend to, and bind and ensure to, all persons deriving title from or under the Council, and the registered proprietor, respectively.

## 11. GST

11.1 In this clause the words and expressions which are not defined in this document but which have a defined meaning in GST Law have the same meaning as in the GST Law; and (a) GST Law has the meaning given to that expression in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

11.2 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this document are exclusive of GST.

11.3 If GST is payable by a supplier, or by the representative member for a GST group of which the supplier is a member, on any supply made under this document, the recipient will pay to the supplier an amount equal to the GST payable on the supply.

11.4 The recipient will pay the amount referred to in clause 11.3 in addition to and at the same time that the consideration for the supply is to be provided under this document.

11.5 The supplier must deliver a tax invoice or an adjustment note to the recipient before the supplier is entitled to payment of an amount under clause 11.3. The recipient can withhold payment of the amount until the supplier provides a tax invoice or an adjustment note as appropriate.

11.6 If an adjustment event arises in respect of a taxable supply made by a supplier under this document the amount payable by the recipient under clause 11.3 will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.

11.7 Where a party is required under this document to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

(a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and

(b) if the payment or reimbursements subject to GST, an amount equal to that GST.

## 12. Definitions and Interpretation

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

**Pipe and/or Drain** includes a closed drain, pipe, conduit or channel below ground level, for the passage or conveyance of sewage; and a manhole, manhole chamber, inlet, any equipment (whether mechanical or otherwise) and any fittings in connection therewith.

**Council** includes the Logan City Council and its successors, transferees and assigns.

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

**Council's Sewerage powers** includes the sewerage powers given to the Council by its Local Laws, the Local

Government Act 2009, the Sustainable Planning Act 2009 and the powers, rights and liberties conferred on the Council by this easement.

**Easement** means the land so described in Item 1 of the First Schedule and includes the airspace above the land.

**Registered Proprietor** includes the respective transferees and assignees of the registered proprietor and the registered owner or owners (and their and each of their respective successors, executors, administrators and assigns as the case may be) and the occupier or occupiers for the time being of the easement.

**Permanent Head** means the permanent head for the time being of the Council's Department of Engineering Services.

**Sewage** means raw or treated sewage, drainage of all kinds and, without limitation, includes rainwater, stormwater, liquid wastes, stormwater runoff, liquids whether foul or not and whether flowing individually or in concentration.

**Structure** includes buildings, fences and walls.

12.2 In this document, unless a contrary intention appears, reference to:

(a) a clause is to a clause in this document;

(b) the singular includes the plural and vice versa;

(c) any gender includes all other genders;

(d) a person includes a firm, a corporation, an association and a body, whether incorporated or not and a government or statutory body or authority;

(e) a statute includes statutory instruments under it; and consolidations, amendments, re-enactments or replacements of any of them;

(f) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmission; and

(g) this or any other document includes the document as varied or replaced and is not affected by any change in the identity of the parties.

12.3 The clause headings appearing in this document are inserted for convenience of reference and do not affect the construction of this document.

12.4 If any words are italicised or otherwise printed differently, this has been done for convenience only and does not affect the construction of this document.

12.5 Whenever more persons than one constitute a party all the covenants, agreements, conditions, restrictions and provisos on the part of that party contained or implied in this document bind those persons jointly and each of them severally.

12.6 This document is in all respects to be interpreted in accordance with the laws of the State of Queensland and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of that state, and any courts having jurisdiction to hear appeals from them, and waive any right to object to the proceedings being brought in those courts.

12.7 Nothing contained in this document affects, prejudices or derogates from the requirements of any statute or from the rights, powers and authorities of the Council under the provisions of any statute or under any declared policy of the Council.

12.8 An inclusive definition, or an example or particularisation of a provision, does not limit but may extend that definition or provision.

12.9 Where a word or expression is defined, other parts of speech and grammatical forms of that word or expression have a corresponding definition.

#### **SCHEDULE 2**

##### **South Region, Beenleigh Office**

##### **Easement Taken**

Easement in Lot 2 on SP103674 on drawing 7626-004-S-DWG-EN-7100 (deposited in the Department of Natural Resources and Mines), area about 26889 m2, part of Title Reference 50257435, parish of Mackenzie.

#### **ENDNOTES**

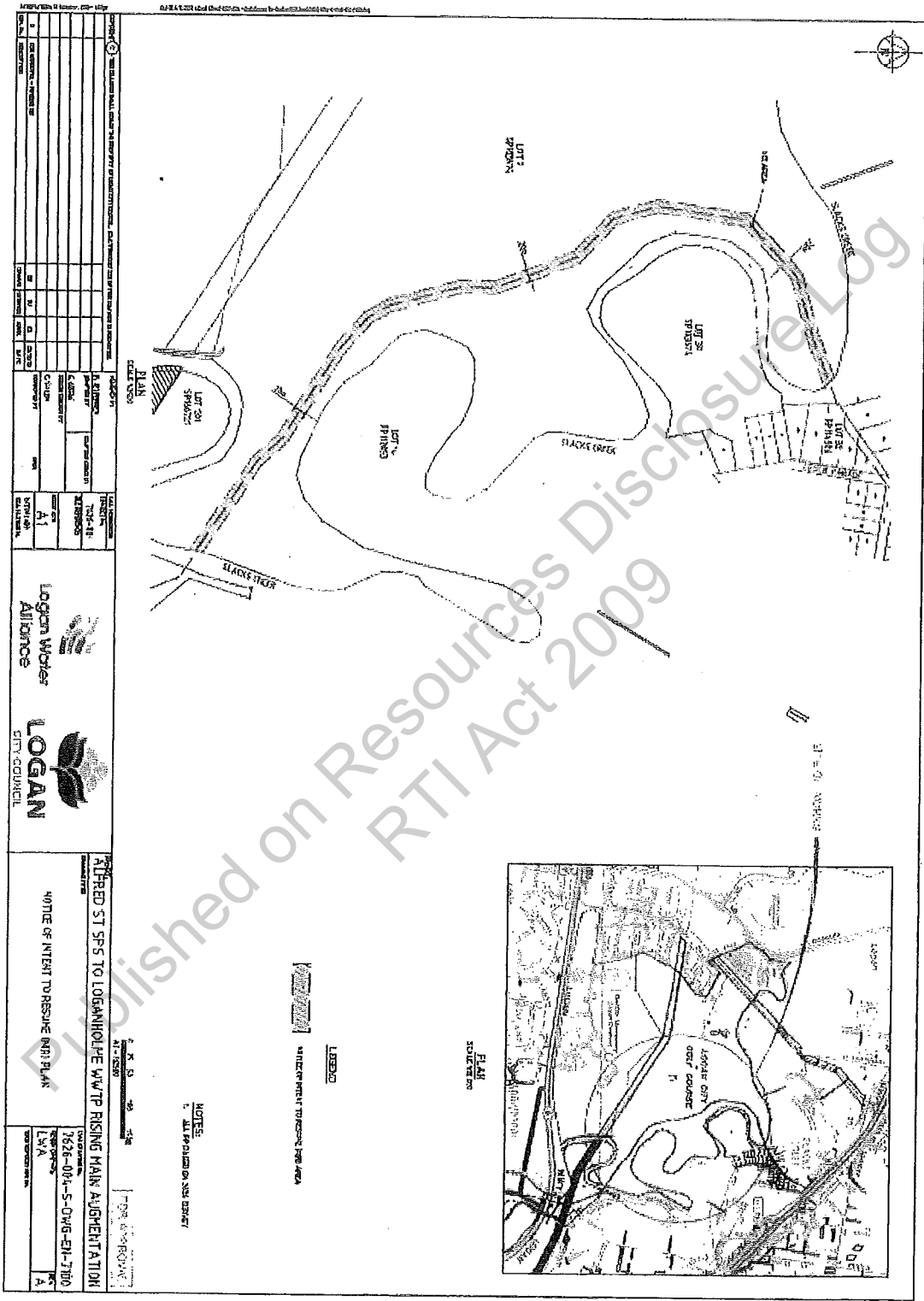
1. Made by the Governor in Council on 11 September 2014.
2. Published in the Gazette on 12 September 2014.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Natural Resources and Mines.
5. File Reference: 079/0000406

Gov. Gaz., 12 September 2014, No. 6 page 23-26

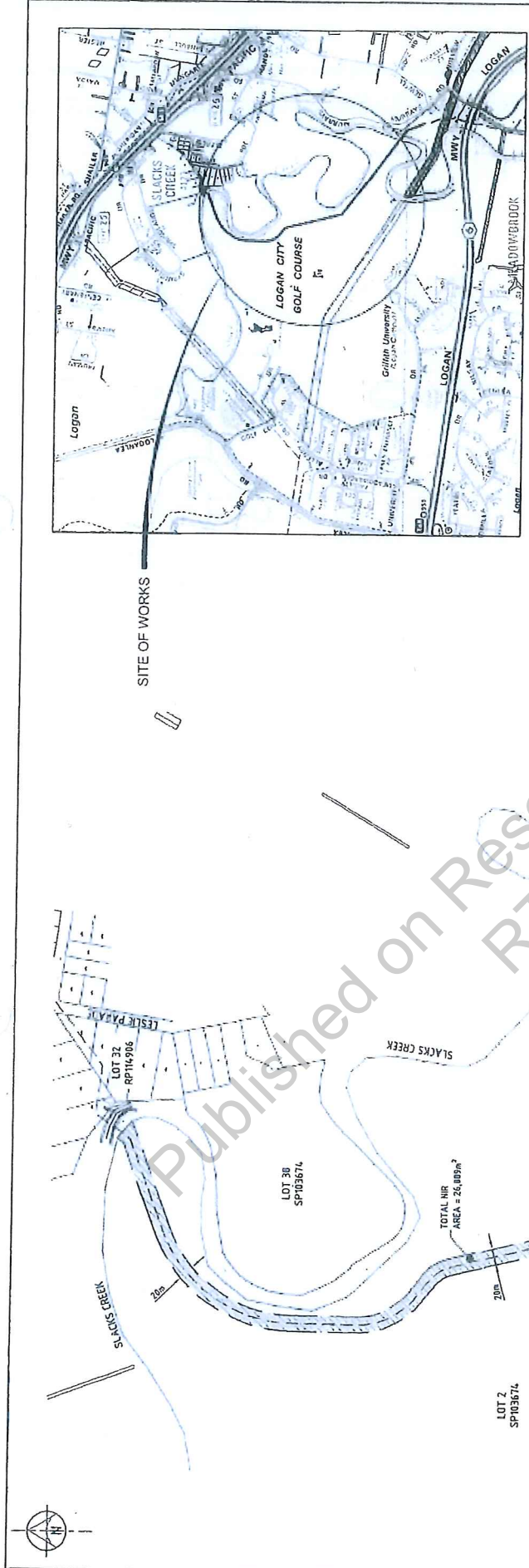
Brisbane

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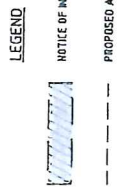




<b>LOGAN CITY COUNCIL</b> CITY ENGINEER		<b>LOGAN</b> CITY COUNCIL	
<b>ALFRED ST SPS TO LOGANHOLME WWTp RISING MAIN AUGMENTATION</b> HOME OF INTENT TO RESUME RRI PLAN			
PROJECT NO: 1028-014-S-OWG-EN-710 DRAWN BY: LVA DATE: 10/10/08		SCALE: 1:1000 SHEET NO: 1 OF 1	



PLAN  
SCALE 1:12500



NOTES:  
1. ALL RP BASED ON 1:250 SURVEY

FOR APPROVAL

0 25 50 100 150m  
A1 - 1:2500

PROJECT: ALFRED ST SPS TO LOGANHOLME WWTWP RISING MAIN AUGMENTATION  
DRAWING TITLE:

LVA REFERENCE NO. 7626-004-S-DWG-EN-7100  
SUBMIT COMPANY: LWA  
REV: B

NOTICE OF INTENT TO RESUME (NIR) PLAN  
LOT 2 SP103674

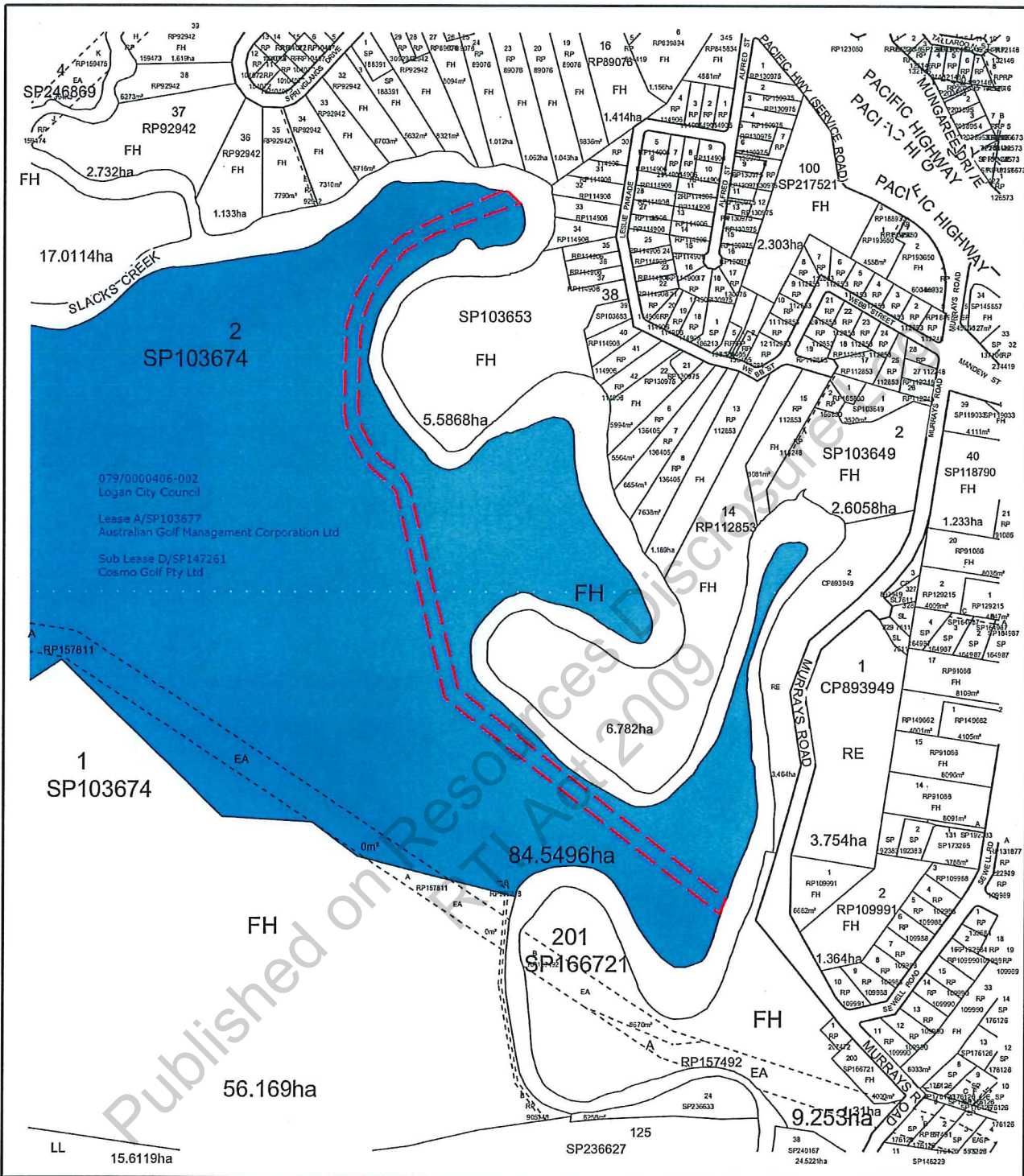


LVA REFERENCE PROJECT NO. 7626-001  
FILE REFERENCE: A1  
SHEET SIZE: A1  
DRAWING DATE: 10/14/2014

DESIGNED BY: C. SALES  
DRAWING CHECKED BY: E. BESTEREN  
DESIGN CHECKED BY:  
APPROVED BY: [Signature]

Copyright © The drawings shall remain the property of Logan City Council. Unauthorised use of this drawing is prohibited.

REV. NO.	DESCRIPTION	DATE	BY	CHKD	APPD
A	FOR APPROVAL - PRELIMINARY				
B	UPDATED TO SHIT CURRENT REGULATORY ALIGNMENT WITH LOGAN CITY GOLF COURSE				



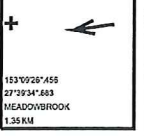
STANDARD MAP NUMBER  
9542-42424



**SmartMap**

An External Product of SmartMap Services  
Based upon an extraction from the Digital Cadastral Data Base

MAP WINDOW POSITION & NEAREST LOCATION



**SUBJECT PARCEL DESCRIPTION**

DCDB	No Lot/Plan Selected.
Lot/Plan	No Lot/Plan Selected.
Area/Volume	No Lot/Plan Selected.
Tenure	No Lot/Plan Selected.
Local Government	No Lot/Plan Selected.
Locality	No Lot/Plan Selected.
Parish	No Lot/Plan Selected.
County	No Lot/Plan Selected.
Segment/Parcel	No Lot/Plan Selected.

**CLIENT SERVICE STANDARDS**

PRINTED (dd/mm/yyyy) 14/05/2014  
For additional information regarding this SmartMap see page 2.  
Shading Rules have been applied.

DCDB 13/05/2014

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Despite Department of Natural Resources and Mines(DNRM)'s best efforts, DNRM makes no representations or warranties in relation to the Information, and, to the extent permitted by law, exclude or limit all warranties relating to correctness, accuracy, reliability, completeness or currency and all liability for any direct, indirect and consequential costs, losses, damages and expenses incurred in any way (including but not limited to that arising from negligence) in connection with any use of or reliance on the Information

For further information on SmartMap products visit <http://nrw.qld.gov.au/property/mapping/binmap>



(c) The State of Queensland, (Department of Natural Resources and Mines) 2014.



*Acquisition of Land Act 1967*

**TAKING OF EASEMENT NOTICE (No 00) 20\*\***

**Short title**

1. This notice may be cited as the *Taking of Easement Notice (No 00) 20\*\**

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

2. The easement described in Schedule 2 is taken by Logan City Council for sewerage purposes and purposes incidental thereto (access) and vests in Logan City Council on and from [*date of gazettal*].

**Rights and obligations**

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

**SCHEDULE 1**

**1. Rights**

The Council shall have the full, free and uninterrupted right and liberty at all times of the day and the night and from time to time at the Council's pleasure:

- (a) to enter upon and traverse the easement for any purpose whatsoever connected with the Council's sewerage powers and whether or not such entry or traversal is for the benefit or detriment of the easement and whether or not it is for the benefit of the easement or any neighbouring or other lands;
- (b) to carry out such works on the easement and do such things including, without limiting the generality of the foregoing, digging, sinking shafts, erecting scaffolding, opening and breaking up the soil both surface and subsurface, placing and operating of machinery and equipment, storing of soil and gravel, laying pipes, digging trenches and drains and laying concrete on or within the easement as the Council in its discretion thinks necessary or desirable for any purpose whatsoever connected with the Council's sewerage powers and whether or not such works and things are for the benefit or detriment of the easement and whether or not such works and things are for the benefit of the registered proprietor's land or any neighbouring or other lands;
- (c) to permit the uninterrupted flow of sewage, whether flowing individually or in concentration, and whether continuously, intermittently or occasionally, beneath the surface of the easement, and through or along pipes and/or drains; and
- (d) to travel to and from the easement over such parts of the subject land as the Council determines in its absolute discretion.

**2. Limitation**

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

- (a) the surveying, testing and excavating for the pipes and/or drains, the laying and constructing of the pipes and/or drains and thereafter forever maintaining the pipes and/or drains over, under or through the easement;
- b) the obtaining of free and uninterrupted access to any or any part of the pipes and/or drains from the surface of the easement for the purpose of laying, relaying, changing the size or number of, operating, inspecting, patrolling, altering, removing, replacing, constructing, reconstructing and repairing the pipes and/or drains. ;  
and
- (c) travelling to and from the Easement over the Subject Land.

**3. Council's Agents and Equipment**

The Council in exercising any of the powers, rights and liberties conferred by this easement may do so by itself or by any one or more of the Council's agents.

The Council or the Council's agents whether by themselves or in conjunction with others may exercise any one or more of the powers, rights and liberties conferred by this easement on the Council and if necessary on foot or with vehicles, machinery, equipment or other things of any description whatsoever and whether such vehicles, machinery, equipment or other things are laden or unladen.

**4. Registered Proprietor not to obstruct easement**

The registered proprietor shall not make, cause, allow or permit:

- (a) any obstruction, interruption, impeding, hampering or interference with, diversion, scouring, change or alteration in or to the flow of sewage through the pipes and/or drains at any time;
- (b) any obstruction, interruption, impeding or hampering of or interference with the powers, rights and liberties granted and conferred on the Council or the Council's agents by this easement;
- (c) any ponding, storage, retention or deviation of sewage through or under the easement caused by or consequent upon:
  - (i) any use to which the easement is or might be put;
  - (ii) the erection, raising, making, placing of or suffering to stand or to remain any structures, paving, vegetation (except grass which is kept properly mown at all times) or anything whatsoever upon the easement;
- (d) any alteration which may impede Council gaining access to the pipes and/or drains for any purposes mentioned in the easement;
- (e) any alteration in level or gradient of the easement;
- (f) any change to the surface of the easement or to the natural or artificial features of the easement which contain or assist in containing the flow of sewage under or through the easement; or

- (g) any obstruction, erection, making, placing of or allowing to stand any structure of any kind on the land of or within the easement, unless permitted in writing by the Council or the permanent head and only to the extent permitted and upon such terms and conditions as the Council or the permanent head imposes or stipulates in the event of such permission being granted.

**5. Council may remedy breach**

5.1 If the registered proprietor or any occupier of the easement or part of it breaches any part of clause 4, the Council may request the registered proprietor by notice in writing to the registered proprietor at the registered proprietor's address to remedy the breach within 14 days of receipt of the notice.

5.2 If the registered proprietor does not remedy the breach within that time then the Council or the Council's agents may (without prejudice to any other remedy which the Council might have) remedy such breach by:

- (a) demolishing, removing or otherwise disposing of any structure, paving, vegetation or thing whatsoever;
- (b) performing any works or doing anything necessary for restoring, repairing or reinstating the pipes and/or drains and the easement (including regrassing it) and reforming the natural or artificial features containing or assisting in containing the flow of sewage under or through the easement to their former state and condition;
- (c) altering, grading, paving, preparing, grassing and fertilising or mowing the surface of the easement or placing, installing, establishing or constructing and keeping any earthworks and any other works whatsoever (whether of the class just mentioned or not) on or in the easement.

5.3 Should the Council or the Council's agents exercise any of the rights, powers and remedies contained in clause 5.2, then the cost of exercising those rights, powers and remedies and the doing and performing of any works, making alterations, grading, paving, preparing, grassing, fertilising, mowing, demolishing, removing or disposing of any structure, paving, vegetation or anything whatsoever shall be at the cost of the registered proprietor or the registered owner or occupier for the time being of the easement.

5.4 All of the powers, rights and liberties mentioned in clauses 1 and 3 hereof shall be exercisable by the Council or the Council's agents for the purpose of carrying out the rights, powers and remedies set out in clause 5.2.

**6. Council may use adjacent land**

6.1 The registered proprietor hereby gives express permission (which permission is hereby declared to be irrevocable) to the Council and the Council's agents and if necessary with vehicles, machinery and equipment of any description whatsoever and whether laden or unladen to come onto and use such land of the registered proprietor immediately adjacent to the easement as may be occasionally required by the Council in the exercise of or incidental to its sewerage powers and in this regard the registered proprietor hereby confers on

the Council and the Council's agents all of the rights, powers and liberties mentioned in clauses 1 and 5 of this easement, so long as such rights, powers and liberties are not exercised or utilised on a permanent or prolonged basis.

- 6.2 If the Council or the Council's agents exercise any rights pursuant to clause 6.1, the Council undertakes to indemnify and save harmless the registered proprietor in respect of any loss or damage sustained by the registered proprietor as a result of exercising those rights, powers and liberties and it agrees to make good and restore to a reasonable condition (having regard to its original condition) the surface of that part of the land utilised by the Council pursuant to such rights, powers or liberties unless the exercise of such rights, powers and liberties were occasioned by the wilful or negligent act of the registered proprietor, its employees, agents, invitees or licensees or the occupier of the registered proprietor's lands, or any part of them, adjacent to the easement.  
Clause 8, with any necessary changes, applies to the land immediately adjacent to the easement.

**7. Indemnity**

The registered proprietor hereby indemnifies the Council and agrees at all times hereafter to keep it indemnified in respect of any claims, demands or actions which are made or brought against the Council as a result of the installation, maintenance or use of the pipes and/or drains if such loss, damage, claim or action is in any way attributable to the negligence or deliberate act of the registered proprietor, its employees, agents, invitees or licensees.

**8. Registered Proprietor to maintain easement**

- 8.1 The registered proprietor shall at all times maintain and keep the easement and the registered proprietor's improvements on and in the easement (but excluding the pipes and/or drains) in good order and repair and in a clean and tidy condition.  
8.2 If there are no such improvements the registered proprietor undertakes to grass the easement and to keep it properly grassed and mown.

**9. Registered Proprietor not to obstruct easement**

Neither the registered proprietor nor any occupier of the registered proprietor's lands or any part of them forming part of the easement shall erect any Structures or pavings nor permit nor suffer to grow or allow to remain any vegetation (other than grass which is kept properly mown at all times) on the easement whereby the rights, powers and liberties of the Council as set out in this easement are or might be unreasonably restricted or diminished unless permitted in writing by the Council or the permanent head and only to the extent permitted upon such terms and conditions as the Council or the permanent head imposes or stipulates in the event of such permission being granted.

**10. General Provisions**

- 10.1 Notwithstanding any rule of law or equity all pipelines, pipes and/or drains, drips, valves, fittings, meters, connections and all other equipment and appurtenances brought onto, laid or

installed upon or buried in or under the easement by the Council at all times remain the property of the Council notwithstanding that they are or might be annexed to the easement.

At any time and from time to time the Council may remove them in whole or in part.

- 10.2 The Council, performing and observing the covenants and conditions to be observed and performed by it under this easement, may peaceably hold and enjoy the rights, liberties, privileges and easement granted by this easement without hindrance, molestation or interruption by the registered proprietor or any person, firm or corporation claiming by, through, under or in trust for the registered proprietor.
- 10.3 The registered proprietor shall execute every deed, instrument or assurance, and do everything, for further or more effectually securing the rights or interest of the Council to or in the easement or any part or parts of it under this easement as the Council reasonably requires.
- 10.4 This easement is of the same force and effect to all intents and purposes as a covenant running with the land. The benefit, and burden, of the stipulations of this easement extend to, and bind and ensure to, all persons deriving title from or under the Council, and the registered proprietor, respectively.

#### **11. GST**

- 11.1 In this clause 11
- (a) words and expressions which are not defined in this document but which have a defined meaning in GST Law have the same meaning as in the GST Law; and
  - (b) GST Law has the meaning given to that expression in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 11.2 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this document are exclusive of GST.
- 11.3 If GST is payable by a supplier, or by the representative member for a GST group of which the supplier is a member, on any supply made under this document, the recipient will pay to the supplier an amount equal to the GST payable on the supply.
- 11.4 The recipient will pay the amount referred to in clause 11.3 in addition to and at the same time that the consideration for the supply is to be provided under this document.
- 11.5 The supplier must deliver a tax invoice or an adjustment note to the recipient before the supplier is entitled to payment of an amount under clause 11.3. The recipient can withhold payment of the amount until the supplier provides a tax invoice or an adjustment note as appropriate.
- 11.6 If an adjustment event arises in respect of a taxable supply made by a supplier under this document the amount payable by the recipient under clause 11.3 will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.



- 11.7 Where a party is required under this document to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:
- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
  - (b) if the payment or reimbursements subject to GST, an amount equal to that GST.

## 12. Definitions and Interpretation

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

**Pipe and/or Drain** includes a closed drain, pipe, conduit or channel below ground level, for the passage or conveyance of sewage; and a manhole, manhole chamber, inlet, any equipment (whether mechanical or otherwise) and any fittings in connection therewith.

**Council** includes the Logan City Council and its successors, transferees and assigns.

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

**Council's Sewerage powers** includes the sewerage powers given to the Council by its Local Laws, the Local Government Act 2009, the Sustainable Planning Act 2009 and the powers, rights and liberties conferred on the Council by this easement.

**Easement** means the land so described in **Item 1** of the **First Schedule** and includes the airspace above the land.

**Registered Proprietor** includes the respective transferees and assignees of the registered proprietor and the registered owner or owners (and their and each of their respective successors, executors, administrators and assigns as the case may be) and the occupier or occupiers for the time being of the easement.

**Permanent Head** means the permanent head for the time being of the Council's Department of Engineering Services.

**Sewage** means raw or treated sewage, drainage of all kinds and, without limitation, includes rainwater, stormwater, liquid wastes, stormwater runoff, liquids whether foul or not and whether flowing individually or in concentration.

**Structure** includes buildings, fences and walls.

- 12.2 In this document, unless a contrary intention appears, reference to:

- (a) a clause is to a clause in this document;
- (b) the singular includes the plural and vice versa;
- (c) any gender includes all other genders;
- (d) a person includes a firm, a corporation, an association and a body, whether incorporated or not and a government or statutory body or authority;
- (e) a statute includes statutory instruments under it; and consolidations, amendments, re-enactments or replacements of any of them;

- (f) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmission; and
- (g) this or any other document includes the document as varied or replaced and is not affected by any change in the identity of the parties.
- 12.3 The clause headings appearing in this document are inserted for convenience of reference and do not affect the construction of this document.
- 12.4 If any words are italicised or otherwise printed differently, this has been done for convenience only and does not affect the construction of this document.
- 12.5 Whenever more persons than one constitute a party all the covenants, agreements, conditions, restrictions and provisos on the part of that party contained or implied in this document bind those persons jointly and each of them severally.
- 12.6 This document is in all respects to be interpreted in accordance with the laws of the State of Queensland and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of that state, and any courts having jurisdiction to hear appeals from them, and waive any right to object to the proceedings being brought in those courts.
- 12.7 Nothing contained in this document affects, prejudices or derogates from the requirements of any statute or from the rights, powers and authorities of the Council under the provisions of any statute or under any declared policy of the Council.
- 12.8 An inclusive definition, or an example or particularisation of a provision, does not limit but may extend that definition or provision.
- 12.9 Where a word or expression is defined, other parts of speech and grammatical forms of that word or expression have a corresponding definition.

## **SCHEDULE 2**

### **South Region, Beenleigh Office**

#### **Easement Taken**

Easement in Lot 2 on SP103674 on drawing 7626-004-S-DWG-EN-7100 (deposited in the Department of Natural Resources and Mines), area about 26889 m<sup>2</sup>, part of Title Reference 50257435, parish of Mackenzie.

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#### **ENDNOTES**

1. Made by the Governor in Council on
2. Published in the Gazette on
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Natural Resources and Mines
5. File Reference: 079/0000406

**Joanne Kerr**

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**From:** HACKETT Carolyn <s73 Irrelevant Information >  
s73 Irrelevant Information @lands.resnet.qg>  
**Sent:** Friday, 3 June 2016 12:58 PM  
**To:** Angela Tredwell  
**Cc:** Debra Lucas; Margaret Morgan  
**Subject:** Issue of Taking of Land Notice:  
**Attachments:** ALA 1967 S18-35.pdf; AMENDMENT OF TAKING OF EASEMENT NOTICE (No 01) 2016.pdf  
**Importance:** High

Hello,

Attached is a copy of the amending gazette notice listed below. This notice was published in the Queensland Government Gazette on 3 June 2016.

File #	Your Ref	Project Title	Gazette Notice
079/0000406		Alfred Street to Loganholme Waste Water Plan Sewerage Pipeline Easement - Amending Notice	3 June 2016

Provision for lodgement of a copy of the Notice in the Titles Office for the purpose of registration of the resumption is contained under Section 12(2A) of the *Acquisition of Land Act 1967* and a copy of the Amending Notice is furnished for this purpose.

Section 12(7) of the Act requires that the Constructing Authority shall serve a copy of the Notice upon every person who to its knowledge is entitled by Section 18 of the Act to claim compensation or is a mortgagee to the land. The attached pamphlet setting out the main compensation provisions contained in the Act is forwarded for inclusion in the letter forwarding the Notice (if required).

Regards

**Carolyn Hackett**  
**Principal Property Officer**  
**Government Land Acquisitions**  
**Department of Natural Resources & Mines**  
**Level 15, 61 Mary Street**  
**PO Box 15216**  
**City East Brisbane 4002**  
**Ph: (07) 3199 7942**  
**Email: s73 Irrelevant Information @dnrm.qld.gov.au**  
**[www.dnrm.qld.gov.au](http://www.dnrm.qld.gov.au)**

# ACQUISITION OF LAND ACT 1967

## Part IV - Compensation - Sections 18 to 35

Section 18 - Qualifies by whom compensation may be claimed.

Section 19 - **Claim for Compensation.** (1) A claim for compensation shall be in writing, shall be served upon the constructing authority, shall state in full the name and address of the claimant, shall be signed by the claimant, and shall contain or be accompanied by -

- (a) a description of the land taken and a statement of the area thereof;
- (b) a statement of the nature and particulars of the claimant's estate or interest in the land taken;
- (c) a statement (which, in the case of the owner, shall be verified by statutory declaration) as to whether or not the claimant's estate or interest in the land taken is subject to any trust, obligation, mortgage, lease, agreement to lease, charge, rate, contract, claim or other estate or interest whatsoever and, if so, the nature and particulars of those of the aforesaid to which the estate or interest is subject;
- (d) an itemised statement of the claim, showing the nature and particulars of each item and the amount claimed in respect thereof;
- (e) the total amount of compensation claimed.

(2) Where the estate or interest of the claimant is not registered or notified in the land registry, the claim shall be accompanied by proof of title to the estate or interest claimed, which proof shall include copies of or abstracts from all documents, if any, necessary to establish in law the estate or interest.

(3) A claim for compensation may be served on the constructing authority only within 3 years after the day the land was taken.

(4) Despite subsection (3), the constructing authority may accept, and deal with, a claim for compensation served by the claimant more than 3 years after the day the land was taken if the constructing authority is satisfied it is reasonable in all the circumstances to do so.

Subsections (5) and (6) deal with the instance where a constructing authority does not accept a claim more than 3 years after the land was taken.

Section 20 - **Assessment of compensation.** (1) In assessing the compensation to be paid, regard shall in every case be had not only to the value of land taken but also-

- (a) to the damage, if any, caused by either or both of the following -
  - (i) the severing of the land taken from other land of the claimant;
  - (ii) the exercise of any statutory powers by the constructing authority otherwise injuriously affecting the claimant's other land mentioned in subparagraph (i); and
- (b) to the claimant's costs attributable to disturbance.

(2) Compensation shall be assessed according to the value of the estate or interest of the claimant in the land taken on the date when it was taken.

(2A) However, in assessing the compensation, a contract, licence, agreement or other arrangement (a **relevant instrument**) entered into in relation to the land after the notice of intention to resume was served on the claimant must not be taken into consideration if the relevant instrument was entered into for the sole or dominant purpose of enabling the claimant or another person to obtain compensation for an interest in the land created under the instrument.

(3) In assessing the compensation to be paid, there shall be taken into consideration, by way of set-off or abatement, any enhancement of the value of the interest of the claimant in any land adjoining the land taken or severed therefrom by the carrying out of the works or purpose for which the land is taken.

(4) But in no case shall subsection (3) operate so as to require any payment to be made by the claimant in consideration of such enhancement of value.

Subsection (5) - Outlines the costs attributable to disturbance e.g. legal, valuation and relocation costs.

Sections 21 and 22 - Refer to the grant of an easement or the transfer of land in satisfaction of compensation wholly or in part.

Section 23 - **Advance against compensation.** (1) A claimant for compensation may at any time after the date on which he delivered to the constructing authority his or her claim for compensation in accordance with the requirements of section 19, apply to the constructing authority to make to the claimant an advance not exceeding the amount prescribed by subsection (3) in respect of the compensation claimable by the claimant.

(2) Subject to being satisfied that the applicant is entitled to claim compensation and to subsection (3), the constructing authority shall make to the applicant the advance applied for by the applicant in respect of the compensation claimed by the applicant.

(3) The amount of an advance under this section shall not exceed -

- (a) where the constructing authority has made to the claimant an offer in writing of an amount of compensation in settlement of the claimant's claim - that amount; or
- (b) where the constructing authority has not made the offer mentioned in paragraph (a) - an amount equal to its estimate of the amount of compensation payable to the claimant.

(4) Subject to subsections (5) and (6), any amount payable to a claimant under this section which is not paid within 90 days after the claimant applied for the payment shall be recoverable by the claimant as a debt due and unpaid to the claimant by the constructing authority.

(5) Before paying the advance the constructing authority may require the claimant to satisfy it regarding taxes, rates and other moneys which, if unpaid, would be a charge upon the land, and may reduce the advance by any sum which, in respect of any thereof, is unpaid or, as respects any period of time prior to the date when the land was taken, will become payable.

(6) Where the land concerned is subject to a mortgage at the date when it is taken the constructing authority may reduce the advance by the sum due to the mortgagee.

(7) The constructing authority may pay to the Crown or to the local government concerned or to the mortgagee any sum by which the advance has been reduced under subsection (5) or (6).

Sections 24 to 28 inclusive - Deal with reference of matter of compensation to the Land Court.

**N.B.** Section 24 provides, *inter alia*, that a claimant may refer the matter of compensation to the Land Court at any time after lodging the claim with the constructing authority; and that, unless reference has been sooner made by the claimant, the constructing authority may refer the matter to the Land Court at any time after the expiration of the period of three months next following the date of the gazette containing the gazette resumption notice.

Section 29 - Authorises payment of amount of compensation into the Supreme Court, where right of compensation is questioned.

Section 30 - Refers to limited interests held by the claimants.

Section 31 - Refers to land comprised in a building units plan registered under Building Units and Group Titles Act 1980.

Section 31A - Refers to scheme land for a community titles scheme under the Body Corporate and Community Management Act 1997.

Section 32 - **Mortgages.** (1) Where the land taken is subject to a mortgage at the date when it is taken, upon application by the mortgagee -

- (a) the Land Court, or upon appeal, the Land Court Appeal Court shall order that payment be made to the mortgagee of;
- or

(b) if the compensation is agreed upon, the constructing authority shall pay to the mortgagee, so much of the compensation as does not exceed the sum due to the mortgagee.

(2) Payment shall not be made to a mortgagee under this section -

- (a) in priority to any other claimant, save the mortgagor, unless the mortgagee would, if the land had been sold on the date when it was taken, have been entitled to such priority; or
- (b) in priority to any taxes, rates or other moneys charged upon the land taken in favour of the Crown or any local authority.

(3) For the purposes of this section the sum due to the mortgagee includes interest payable under the mortgage up to the date of the payment or the last day of any period in respect whereof interest upon the amount of compensation has been ordered to be paid pursuant to section twenty-eight of this Act, whichever is the earlier.

Section 33 and 34 - Refer to land subject to a rent-charge or annuity.

Section 35 - **Taxes, rates and charges.** Any amount due and unpaid as at the date of the taking of land of any taxes, rates or other moneys charged upon the land in favour of the Crown or any local government shall be a charge upon the compensation payable under this Act to a claimant who is legally liable for payment thereof, and the constructing authority may deduct from such compensation and pay to the Crown or local government concerned any such amount.

**N.B.** Section 14 of the Act provides for the Instrument of Title to be delivered before a claimant shall be entitled to receive compensation or to be paid an advance or, in the case of a mortgagee, to be made any payment.

*Acquisition of Land Act 1967*

**AMENDMENT OF TAKING OF EASEMENT NOTICE  
(No 01) 2016**

**Short title**

1. This notice may be cited as the *Amendment of Taking of Easement Notice (No 01) 2016*.

**Amendment of Notice [s.11(3) of the Act]**

2. (1) The Taking of Easement Notice (No 06) 2014 made on 11 September 2014 and published in the Gazette on 12 September 2014 at pages 23-26, taking the easement described in Schedule 2 attached thereto in the South Region, Beenleigh Office, for sewerage purposes and purposes incidental thereto (access), is amended as set out in subsection (2).

(2) In **SCHEDULE 2** to the notice –

*omit* ‘Easement in Lot 2 on SP103674 on drawing 7626-004-S-DWG-EN-7100 (deposited in the Department of Natural Resources and Mines), area about 26889 m<sup>2</sup>, part of Title Reference 50257435, parish of Mackenzie’,

*insert* ‘Easement G in Lot 2 on SP103674 on SP275648 (to be registered in the Titles Registry), area 1.348 ha, part of Title Reference 50257435’.

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**ENDNOTES**

1. Published in the Gazette on 3 June 2016.
2. Not required to be laid before the Legislative Assembly.
3. The administering agency is the Department of Natural Resources and Mines.
4. File Reference - 079/0000406

Gov. Gaz., 3 June 2016, No. 22 page 127

Brisbane

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**OBJECTIONS TO PROPOSED ROAD CLOSURE  
NOTICE (No 21) 2016**

**Short title**

1. This notice may be cited as the *Objections to Proposed Road Closure Notice (No 21) 2016*.

**Application for road closure [s.100 of the Act]**

2. Applications have been made for the permanent and temporary closure of the roads mentioned in the Schedule.

**Objections**

3.(1) An objection (in writing) to the proposed road closures mentioned in the Schedule may be lodged with the Executive Director, Department of Natural Resources and Mines, at the regional office for the region in which the road is situated.

(2) Latest day for lodgement of objections is **14 July 2016**.

(3) Any objections received may be viewed by other parties interested in the proposed road closure under the provisions of the *Right to Information Act 2009*. If you lodge an objection, please include in your objection letter whether you would like to be consulted if this issue becomes the subject of an access request under the *Right to Information Act 2009*.

**Plans**

4. Inspection of the plans of the proposed road closures may be made at-

- (a) the Department of Natural Resources and Mines Offices at Emerald, Atherton, Warwick and Cairns; and
- (b) the Local Government Offices of Central Highlands Regional, Mareeba Shire, Southern Downs Regional, Goondiwindi Regional and Cairns Regional;

for a particular plan in that district or that local government area.

**SCHEDULE**

**PERMANENT CLOSURE**

**Central Region, Emerald Office**

1 An area of about 100 ha being the road intersecting Lot 3307 on PH793 (locality of Consuelo) and shown as plan of proposed road to be permanently closed on Drawing 16/663/CEN. (2015/001256)

**North Region, Atherton Office**

2 An area of about 1.75 ha being part of the unnamed road abutting the northern boundary of Lot 107 on SP184960 (locality of Dimbulah) and shown as plan of Lot 1, proposed permanent road closure on Drawing TSV16061. (2016/002147)

**South Region, Warwick Office**

3 Areas totalling about 5406 m2 being the roads adjoining the eastern and western boundaries of Lot 1 on RP168854 and Lots 2 and 4 on RP22032 (locality of Gladfield) and shown as Areas A and B, road to be closed permanently on Drawing 16/111. (2016/000753 and 2016/000754)

\*4 Areas totalling about 19.867 ha being the road adjoining the eastern boundary of Lot 2 on CLV3491 and intersecting Lot 15 on CVE230 and Lot 31 on SP129514 (locality of Warroo) and shown as road to be closed on Drawing DD2015/038. (2015/002564 and 2016/001833)

**TEMPORARY CLOSURE**

**North Region, Cairns Office**

5 An area of about 1270 m2 being part of Little Mulgrave Road abutting the western boundary of Lot 2 on RP742938 and shown as plan of Lot A, proposed temporarily closed road on Drawing CNS16/024. (2016/002580)

\*The proposed closure of this road is in conjunction with the proposed opening of another road.

**ENDNOTES**

- 1. Published in the Gazette on 3 June 2016.
- 2. Not required to be laid before the Legislative Assembly.
- 3. The administering agency is the Department of Natural Resources and Mines.

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*Land Act 1994*

**REOPENING OF TEMPORARILY CLOSED ROAD  
NOTICE (No 08) 2016**

**Short title**

1. This notice may be cited as the *Reopening of Temporarily Closed Road Notice (No 08) 2016*.

**Reopening temporarily closed road [s.107 of the Act]**

2. It is declared that the areas of land comprised in the former Road Licences mentioned in Schedules 1 to 4 are reopened as road.

**SCHEDULE 1**

**North Region, Cairns Office**

An area of about 3.117 ha being the road intersecting Lot 340 on NR3526 and road separating Lot 340 on NR3526 from the Russell River, being the land contained within former Road Licence No. 9/3157. (2015/001541)

**SCHEDULE 2**

**North Region, Cairns Office**

An area of about 8904 m2 abutting Lot 22 on RP702880 and part of Lot 21 on RP702880, being the land contained within former Road Licence No. 9/2341. (2015/001566)

**SCHEDULE 3**

**North Region, Cairns Office**

An area of about 5.19 ha being the road abutting Lot 3 on SP121898 and shown as Lot A on AP4563, being the land contained within former Road Licence No. 0/219449. (2015/001569)

**SCHEDULE 4**

**North Region, Cairns Office**

An area of about 1.215 ha being part of the esplanade abutting Lot 19 on RP702880, being the land contained within former Road Licence No. 9/3678. (2015/001572)

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**ENDNOTES**

1. Published in the Gazette on 3 June 2016.
2. Not required to be laid before the Legislative Assembly.
3. The administering agency is the Department of Natural Resources and Mines.

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