

HACKETT Carolyn

From: HACKETT Carolyn
Sent: Friday, 3 June 2016 12:58 PM
To: 'Angela Tredwell'
Cc: 'Debra Lucas'; MORGAN Margaret
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

Categories: Yellow Category

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: carolyn.hackett@dnrm.qld.gov.au
www.dnrm.qld.gov.au

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 m², 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'.

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

© The State of Queensland 2016

NATURAL RESOURCES and MINES

SD OS

Ministerial Correspondence Action Sheet

MINISTERIAL REFERENCE M0114/0883	DEPT REFERENCE 13865/14
--	-----------------------------------

DATE RECEIVED MINISTER'S OFFICE 02 JUN 2014

Response Letter

- For reply under Minister's signature
- For reply under the Assistant Minister's signature
- For reply under Chief of Staff's signature (Andrew Freeman)
- For reply under Senior Policy Advisor's signature
- For reply under Policy Advisor's signature
- For departmental response under DG's signature



Referral Letter

Category

- Minister's signature
- Chief of Staff's signature
- Complaint/Compliment/ Enquiry
- Request /FYI

13865/14

- Briefing note
- Dot points
- FYI/No reply
- Dept to contact author
- Copies given to
- Minister
 - COS
 - SPA

MINISTER'S OFFICE COMMENTS

CC: Waterford EO

please include an update on where the acquisition process is at.

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 traversement 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 every thing, 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

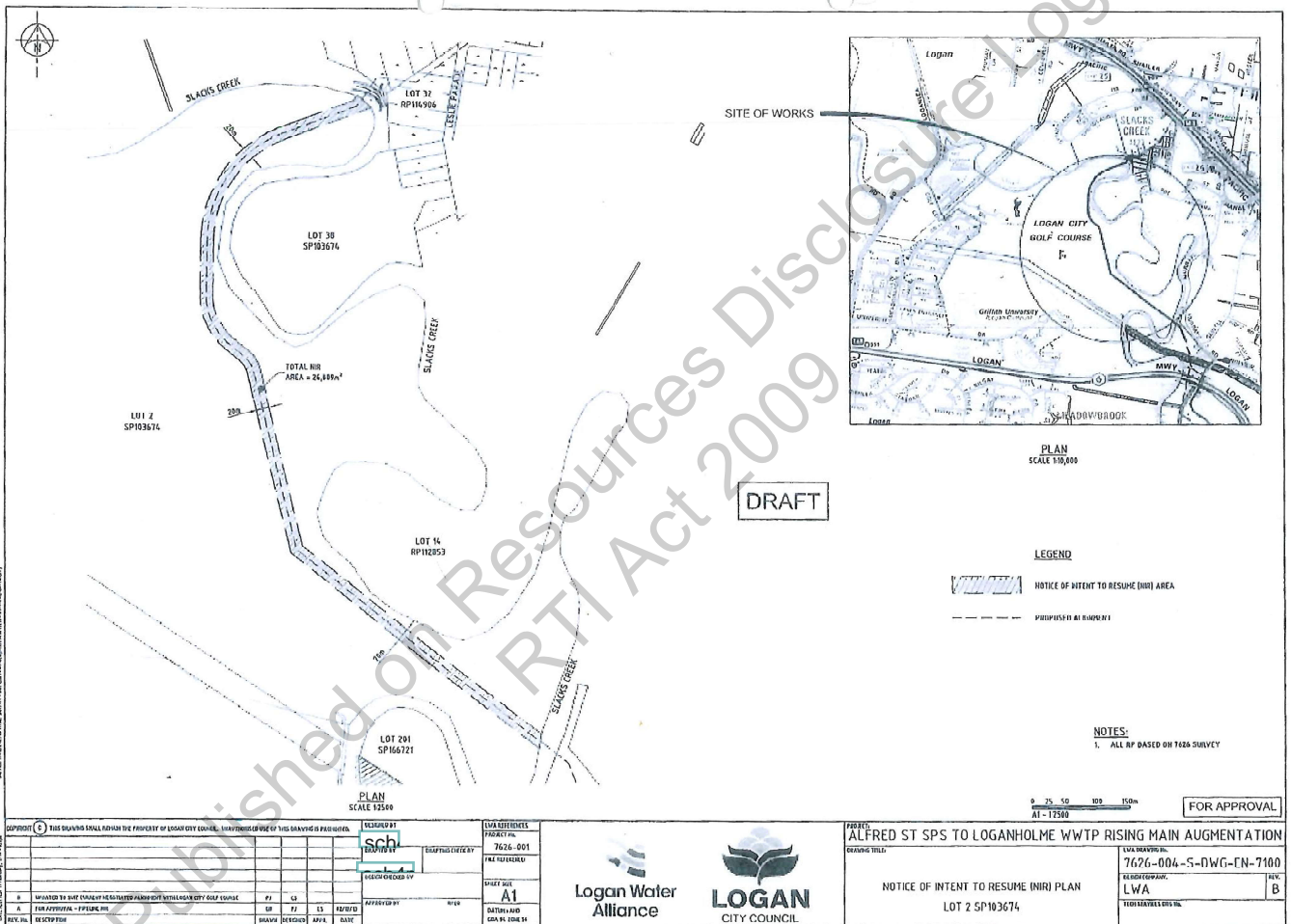
South Region, Beenleigh Office

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 m², part of Title Reference 50257435, parish of Mackenzie.

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



© THIS DRAWING SHALL REMAIN THE PROPERTY OF LOGAN CITY COUNCIL. UNAUTHORIZED USE OF THIS DRAWING IS PROHIBITED.

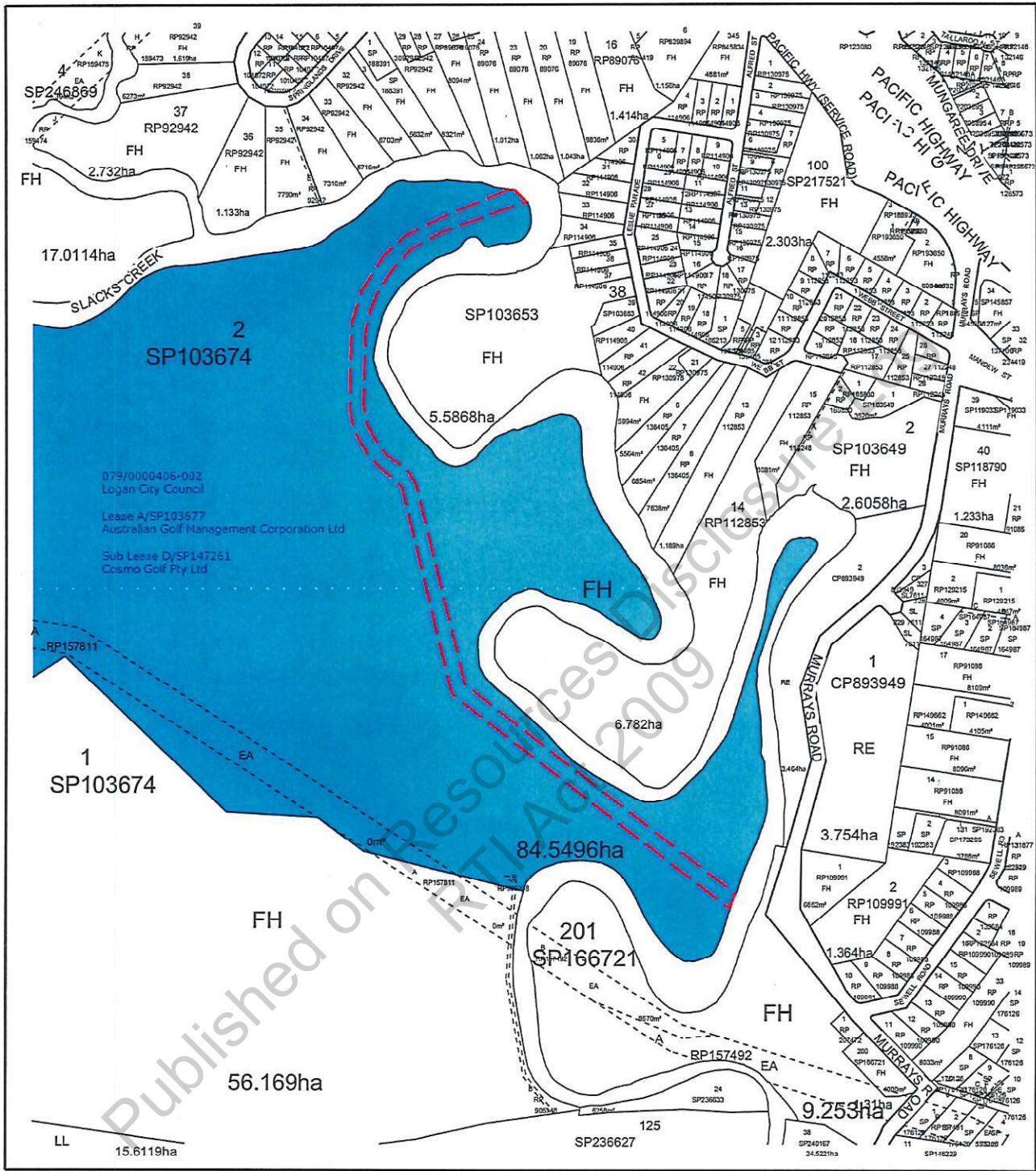
REVISION	NO.	DESCRIPTION	DATE
A	1	ISSUED TO BAY CHAIKLY RESIDENTIAL FARM FOR INITIAL LOGAN CITY GOLF COURSE	
B	2	FOR APPROVAL - PYP/PC/MS	
C	3	FOR APPROVAL - PYP/PC/MS	

DESIGNED BY	sch
CHECKED BY	sch
DATE	14/01/2009
PROJECT NO.	7626-001
SHEET NO.	A1
TOTAL SHEETS	1
DATE AND FOR P.L. TIME	

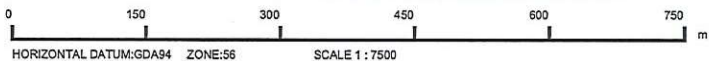
Logan Water Alliance

LOGAN CITY COUNCIL

PROJECT	ALFRED ST SPS TO LOGANHOLME WWTP RISING MAIN AUGMENTATION
DRAWING TITLE	NOTICE OF INTENT TO RESUME (NIR) PLAN LOT 2 SP103674
LVA DRAWING NO.	7626-004-5-DWG-TN-7100
DESIGNER/ENGINEER	LWA
DATE	B



STANDARD MAP NUMBER
9542-42424



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

Users of the information recorded in this document (the Information) accept all responsibility and risk associated with the use of the Information and should seek independent professional advice in relation to dealings with property.

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://nrv.qld.gov.au/property/mapping/blinmap>



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



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

- (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
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

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 traversement 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 every thing, 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 m², part of Title Reference 50257435, parish of Mackenzie.

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

Your Ref:
Enquiry Phone: 34123412
Please Quote File: 2012/04-1
Document Reference: 8718732/MCINTOLA:MCINTOLA



Cr Don Petersen

DIVISION 4

Chair Roads and Water Infrastructure

E DonPetersen@logan.qld.gov.au

P 07 3412 5504

M 0412 120 210

20 December 2013

To The Logan City Golf Club Members

Dear Golf Club Members

SLACKS CREEK TO LOGANHOLME WASTEWATER PIPELINE PROJECT UPDATE

I know some of you have heard rumours regarding the need to close part of the Logan City Golf Course to enable Council to construct a new wastewater (sewerage) pipeline. While we are still in discussions with the golf club about managing the effects of the construction period, I think it is important to provide you with the most up to date information we have available at present.

The Project:

The \$49 million Slacks Creek to Loganholme wastewater pipeline project involves duplication of 6.4km of wastewater pipes through Slacks Creek, Meadowbrook, Tanah Merah and Loganholme, with modifications also planned for the Alfred Street pumping station in Slacks Creek. More than half the project has already been completed.

The new pipeline is critical, as it will transport more than 80% of wastewater from the northern Logan catchment to the Loganholme Wastewater Treatment Plant for processing. Without the pipeline, growth in the area will not be possible and there will be risks to the environment from wastewater overflows.

Originally the Meadowbrook section of the pipeline was to be installed underneath the golf course via a drilled method, to minimise impacts on the Logan City Golf Club and its members. However the route across the golf course has had to be realigned because, despite a number of attempts, the pipeline could not be installed as intended.

After an extensive assessment of options for the Meadowbrook section of the pipeline, Council has approved a revised alignment through Logan City Golf Course that balances environmental, social and financial issues. The new alignment through the golf course is longer than the original, and will use an open trench pipe installation method (rather than trenchless technology which was previously attempted).

Timing and Impact:

Council has been working with Logan City Golf Club management to identify the most suitable construction timeframe and course playing arrangements during the project.

The club has requested a construction restart date of July 2014 to allow pre-scheduled tournaments in the first half of the year to be played on the course.

By working extended hours, seven days per week, we will keep the impact on your golfing activities to a minimum.

Construction works are scheduled to be completed by late December 2014, weather and construction conditions permitting.

Council is continuing to discuss the implementation of this project with the golf club and I expect we will be able to provide you with more information in February 2014.

Please note that Logan City Golf Club and nine holes of the course will remain open while the pipeline is being installed, and you are encouraged to continue to enjoy your social golf and special events.

I would encourage you to contact Logan City Golf Club if you have any questions about your 2014 membership or bookings. If you have questions about the Slacks Creek to Loganholme wastewater pipeline project itself, please contact Logan Water Alliance's community engagement team at community@lwalliance.com.au or 07 3412 9600. More information about upcoming works at Logan City Golf Club is provided in the attached works notice.

I sincerely thank you for your patience while we install this critical infrastructure and apologise for any inconvenience caused.

Kind regards

sch4p4(6) Personal information

COUNCILLOR FOR DIVISION 4
Chair - Roads and Water Infrastructure

WORKS NOTICE

December 2013



Logan Water Alliance

Installation of new wastewater (sewerage) pipelines through the Logan City Golf Course will commence from July 2014



These works, funded by Logan City Council and delivered by Logan Water Alliance, are part of Council's five-year capital works program. They are part of a major upgrade of the wastewater network from Slacks Creek to Loganholme that will enhance network efficiency, and support growth in the area.

Activities within Logan City Golf Course

A 1.6km section of new 1,200mm diameter wastewater pipelines will be constructed through Council-owned land leased by Logan City Golf Club.

It is expected that the new pipelines will be installed through Logan City Golf Course using an open trench construction method.

Logan Water Alliance is currently completing detailed design of the pipeline alignment, in consultation with Logan City Council and Logan City Golf Club's management team.

The pipeline alignment is expected to be finalised in early 2014, at which time additional information will be provided to Logan City Golf Club members / players.

Location

The new wastewater pipelines will be constructed from Leslie Park at Slacks Creek, through the Logan City Golf Course, into private property on Murrays Road at Tanah Merah.

At Leslie Park and in the private property on Murrays Road, the new pipelines will connect into other recently installed wastewater pipelines.

Please refer to the map overleaf for more information about the indicative pipeline alignment and proposed location of the construction team's access road through the golf course.

Timing

Construction through the Logan City Golf Course will begin in early July 2014, with works scheduled to be completed by late December 2014.

Works are expected to be carried out seven days per week to ensure the course is operational by late 2014.

The timing of all works is subject to weather and construction conditions.

What to expect

During pipeline construction, the Logan City Golf Course will be reduced to a 9 hole playing course. Existing holes 19 to 27 will remain open to players, while the other 18 holes will be temporarily closed.

Following the completion of works, the course will be reopened in its entirety to players.

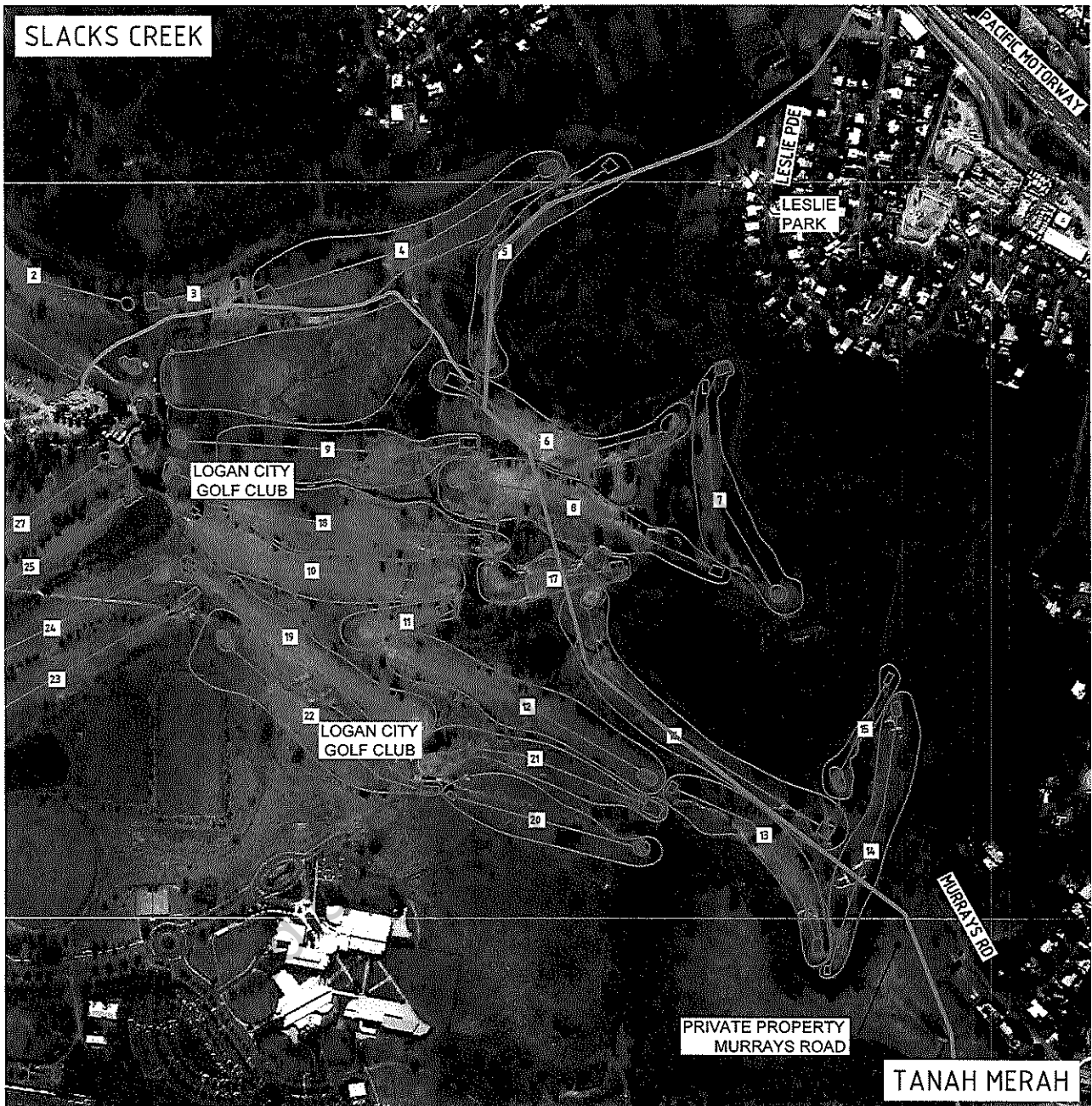
Some enhancements will also be made to areas of the golf course while it is closed to the public. New golf buggy tracks will be constructed and some holes will be improved.

During the construction period, some localised impacts will be experienced on / around the golf course, including:



- Frequent construction vehicle movements to access the work site and deliver / remove equipment and materials. Construction vehicles will only travel through the golf course via a dedicated and clearly signposted route.
- Removal of some vegetation, including mature trees, both on and along the edges of the course.
- Increased levels of noise, dust and vibration during pipe laying activities. The project team will implement mitigation measures to minimise these impacts as much as possible.
- Works are expected to occur seven days per week during the construction period. Between Monday and Saturday, works will be carried out from 6.30am to 6.30pm. On Sundays, works will be carried out from 8.00am to 5.00pm.
- Some nightworks may be required during the construction period to ensure the course is operational by late 2014. Information will be provided to Logan City Golf Club ahead of any nightworks.

Logan Water Alliance thanks all golf club members / players for their cooperation and apologises for any inconvenience experienced as a result of these essential works.

Logan City Golf Course works zone

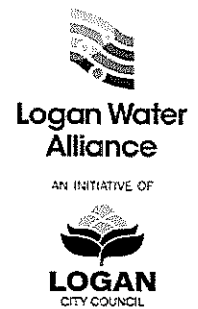


LEGEND

-  NEW WASTEWATER PIPELINE (OPEN TRENCH CONSTRUCTION)
-  PROPOSED ACCESS ROAD

For more information please contact Logan Water Alliance:

Mail: PO Box 1183, Beenleigh QLD 4207
Phone: 07 3412 9600
Fax: 07 3412 9649
Email: community@lwalliance.com.au
Web: www.logan.qld.gov.au



O'Callaghan Sheree

From: O'Callaghan Sheree
Sent: Tuesday, 28 May 2013 2:52 PM
To: Sch 4, P4, s6(1) Personal Information
Subject: Issue of Taking of Easement Notice
Importance: High
Attachments: ALA 1967 S18-35.pdf; Notice CBD-119882.pdf

sch4p4(

Issue of Taking of Easement Notice (No 06) 2013
 Resumption by Logan City Council
 Your Ref: 9088605
 Our Ref: CBD/119882

Attached is a copy of the gazette notice taking easements in Lot 2 on SP103674 for sewerage purposes. This notice was published in the Queensland Government Gazette on 24 May 2013.

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 copies of the notice are 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.

Please advise this office of particulars of persons upon whom copies of the Notice are served and the date of service.

Yours sincerely

Sheree O'Callaghan
 Snr Information Officer, Property Services
 Operations Support, Department of Natural Resources and Mines
Telephone: 07 3199 7939
Email: ocallaghans@dnrm.qld.gov.au
www.dnrm.qld.gov.au

Department of Natural Resources and Mines
 Level 15, 61 Mary Street Brisbane
 PO Box 15216, City East QLD 4002

TAKING OF EASEMENT NOTICE (No 06) 2013

Short title

1. This notice may be cited as the *Taking of Easement Notice (No 06) 2013*.

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

2. The easements described in Schedule 2 are taken by Logan City Council for sewerage purposes and purposes incidental thereto (access) and vest in Logan City Council on and from 24 May 2013.

Rights and obligations

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

**SCHEDULE 1
Easement Terms**

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.

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 every thing, 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 reimbursement is 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

Easements Taken

Easements in Lot 2 on SP103674 and shown on Drawing 7626-001-S-DWG-SU-7341 (deposited in the Department of Natural Resources and Mines), areas 1415.389 m², 1723.454 m² and 1660.09 m² respectively, part of Title Reference 50257435, parish of Mackenzie.

ENDNOTES

1. Made by the Governor in Council on 23 May 2013.
2. Published in the Gazette on 24 May 2013.
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: - CBD/119882

Gov. Gaz., 24 May 2013, No.17 page 89-91

Brisbane

© The State of Queensland 2013