

Officer: Barbara Newell
Direct Telephone: (07) 5441 8152
Response Address: Locked Bag 72, SCMC, 4560
Email: Barbara.Newell@sunshinecoast.qld.gov.au
Our Reference: OM11/59
Your Reference

6 September 2011

REGISTERED MAIL

Bundaberg Sugar
21 Magura Street
ENOGGERA QLD 4051

Dear Sir or Madam

**"THE ACQUISITION OF LAND ACT OF 1967"
NOTICE OF INTENTION TO RESUME**

NOTICE is hereby given that in accordance with the provisions of "The Acquisition of Land Act 1967", the Sunshine Coast Regional Council intends to take for Drainage purposes, an easement over land Lot 31 SP124219 and on the following terms in the attached schedule:

The Sunshine Coast Regional Council acknowledges that the Registered Proprietors have full right of access over the said easement.

The costs charges and expenses of and incidental to the preparation of these documents including stamp duty and registration fees payable thereon, shall be borne and paid by the Sunshine Coast Regional Council.

You may serve upon the said Council, in writing any objection to the taking of such easement, stating therein the grounds of any such objection and the facts and circumstances relied on by in support of those grounds (any matter pertaining to the amount or payment of compensation is not a ground of objection). Such written objection must be served upon the Council at the above address on or before **1 October 2011**.

If you state in your objection referred to above that you desire to be heard in support of the grounds of your objection, Barbara Newell – Corporate Property Manager in Property and Business Branch, will be available at the Nambour Council Chambers at 9.00am on Wednesday 12th October 2011, in order that you may appear and be heard accordingly (if you wish to avail yourself of this appointment, please confirm same prior to such date).

The Council is willing to negotiate to acquire the easement by agreement, or failing agreement and if the easement is taken, to treat with you as to the compensation to be paid and all consequential matters.

Yours sincerely

49-Sch4 - Personal Information

Chief Executive Officer

BES Council Properties /
Acq & Disp / Acq-Comp Acq
or Resumption
- 76 Bundaberg Sugar
- lot 31 SP 124219

PLEASE NOTE A COPY OF THIS NOTICE HAS BEEN SENT TO THE MORTGAGEE

COMMONWEALTH BANK OF AUSTRALIA
MORTGAGE NO: 711147098

AND

BUNDABERG SUGAR

RTI DL RELEASE - DNRM

CLIENT

Sunshine Coast
Regional Council

PARISH

BRIEBIE

COUNTY

CANNING

LOCAL AUTHORITY

Sunshine Coast Reg.

LEVEL DATUM N/A

LEVEL ORIGIN N/A

CONTOUR INTERVAL N/A

NOTE

This plan was prepared to depict approximate locations of possible drainage easements. The dimensions and locations of the easements are to be confirmed by the surveyor in the field. The plan and dimensions given by Sunshine Coast Regional Council Project Engineers.

Sunshine Coast Survey & Planning Pty. Ltd. take no responsibility for the ability of the easement grants within the proposed easements to effectively drain the subject properties.

Final dimensions and areas of the proposed easements shown may vary subject to final survey and explanation of the survey plan.

PROJECT

Proposed Easement J
in
LOT 31 on SP124219

SCALE 1 : 2500 @ A3

SUNSHINE COAST SURVEY
& PLANNING PTY. LTD.
ACN 911 041 433



SURVEYING
PLANNING

DEVELOPMENT CONSULTANTS

Suite 4, First Floor, Caboundra City Centre
52 Bulcock Street, Caboundra Old 4551
P.O. Box 1014
Ph: (07) 5491 8333 Fax: (07) 5491 8057

DRAWN: A.M. DATE: 29/9/11

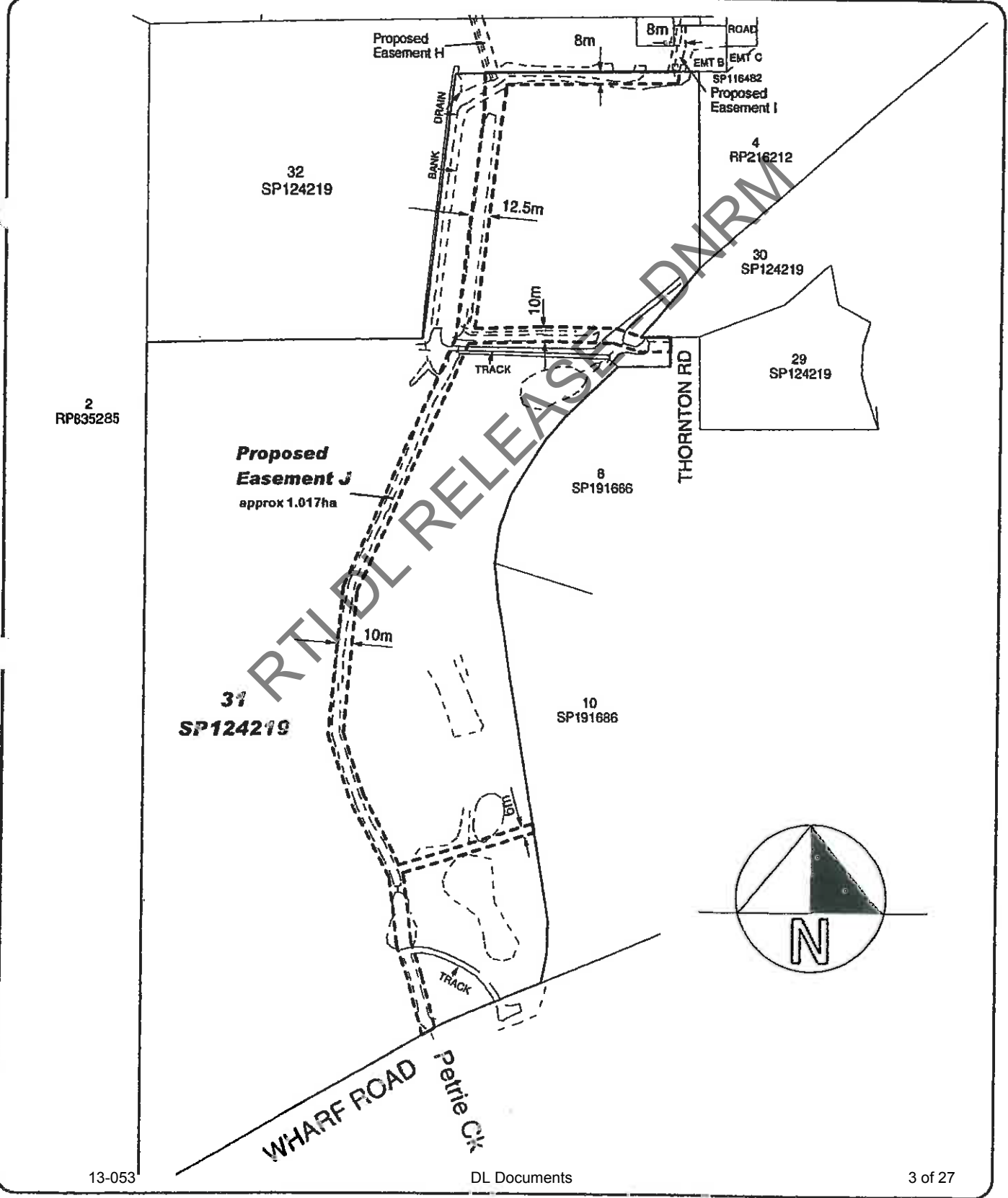
CHECKED: A.M. DATE: 29/9/11

APPROVED: D.B. DATE: 29/9/11

COMPUTER FILE PLAN NUMBER

324400A8

3244-0017



Title Reference

1. Parties

In this Document:

- 1.1 "Grantee" means Sunshine Coast Regional Council as detailed in Item 5 of the Form 9
- 1.2 "Grantor" means the party named in Item 1 of the Form 9

2. Relevant Works

In this Document, "Relevant Works" means:

- 2.1 where the purpose of the easement specified at Item 7 of the Form 9 is "Sewerage" – sewer(s) and/or pipeline(s) for the purpose of conveying sewage and all kinds of waste through, across or under the servient tenement together with manholes, stopcocks and all other usual or necessary fittings and attachments (including pumps and/or pump stations where required) as well as works for the protection and/or support of all such things;
- 2.2 where the purpose of the easement specified at Item 7 of the Form 9 is "Water Supply" – water reticulation mains and/or pipelines for the purpose of conveying water supplied by the Grantee, its contractors or agents through, across or under the servient tenement together with manholes, stopcocks, meters, pressure control devices, pumps and or pump stations, water reservoirs, and all other usual or necessary fittings and attachments as well as works for the protection and/or support of all such things;
- 2.3 where the purpose of the easement specified at Item 7 of the Form 9 is "Drainage" – overland or underground drains, pipes, conduits and channels for the passage or conveyance of rainwater and other lawful discharges to local authority drainage through, across or under the servient tenement together with manholes, field inlet pits and all other usual or necessary fittings and attachments as well as works for the protection and/or support of all such things.

3. Rights of Grantee

The Grantee has full and free right and liberty at all times hereafter to enter upon the servient tenement for the purposes of constructing and thereafter forever using and maintaining such Relevant Works as it considers appropriate. In so doing, the Grantee may, by its employees, agents and other persons authorised by it:

- 3.1 construct, install, extend, deepen, widen, cleanse, add to, remove, inspect, maintain and repair the Relevant Works and when and where it deems fit, remove and replace the Relevant Works with new Relevant Works (whether of a similar nature to those replaced or not);
- 3.2 dig into, sink shafts in and erect scaffolding upon the servient tenement and open and break up the soil of the servient tenement or any part thereof including the sub-surface;
- 3.3 remove and dispose of spoil created as a consequence of exercising its rights hereunder;
- 3.4 clear and keep clear the servient tenement by any means or method including cutting and removal of timber, trees and undergrowth from the servient tenement and burning off such timber, trees and undergrowth;
- 3.5 construct and maintain on the servient tenement such access tracks, gates and appurtenant works as it considers necessary;
- 3.6 enter upon and remain, pass and repass on, over and under the servient tenement for all or any of the foregoing purposes with or without vehicles, plant or equipment of any description whatsoever;
- 3.7 do such other works and things through, across, in or under the servient tenement as are incidental to proper exercise of the rights granted to the Grantee herein;
- 3.8 have the right to use such lands of the Grantor immediately adjacent to the servient tenement as may be reasonably required by the Grantee in connection with all or any of the purposes aforesaid; and

Title Reference

3.9 subject to the provisions and covenants as contained herein the Grantor may use the servient tenement and the land adjoining the boundaries of the servient tenement for any purpose but only so far as such use will not impede or obstruct or be inconsistent with the rights of the Grantee.

4. **Property of Relevant Works**

All Relevant Works are and remain the property of the Grantee notwithstanding any actual or apparent affixation to the servient tenement and the Grantee is solely responsible for the operation and maintenance of all Relevant Works.

5. **Removal of Fencing**

For the purpose of gaining access to the servient tenement the Grantee may demolish or break open any fencing on or adjacent to the servient tenement, but where livestock are contained within the fenced area sufficient notice must be given to enable the livestock to be secured.

6. **Reinstatement of Fencing**

In the event that the Grantee is required to demolish or break open fencing as provided in Clause 5 hereof, the Grantee must either:

- 6.1 reinstate all fences damaged by it in the exercise of any of its rights granted herein; or
- 6.2 in lieu of reinstating any such fence, install a gate the quality and materials of workmanship of which, except with the Grantor's consent, must not be less than the quality and materials of workmanship of the existing fence. A gate so installed becomes the property of the Grantor and thereafter must be maintained by the Grantor.

7. **No Structures etc on Servient Tenement**

The Grantor must not at any time without the written permission of the Grantee:

- 7.1 erect any buildings or structures (other than demountable fences such as timber and steel) upon the servient tenement or otherwise permit the servient tenement or any part thereof to be used in such a way as to obstruct or interfere with the Relevant Works and/or the proper and effective use thereof by the Grantee;
- 7.2 remove or stockpile or permit the removal or stockpiling of any soil, sand, gravel or other substance or material upon the servient tenement or construct any roads, dam walls or other earthworks on the servient tenement which would in any way obstruct or interfere with the Relevant Works and/or the proper and effective use thereof by the Grantee;
- 7.3 plant any trees, shrubs or other vegetation that will interfere with the Grantee's rights;
- 7.4 allow or permit any obstruction, interruption, impeding, hampering or interference with the Grantee's powers;

and in the case where the Relevant Works are for Drainage, allow or permit:

- 7.5 any ponding, storage, retention or deviation of the Relevant Works on, through or under the servient tenement;
- 7.6 any alteration in the level or gradient of the servient tenement or any change in the surface of the servient tenement or to the natural or artificial features of the servient tenement which divert, contain or assist in containing the flow of the Relevant Works on, under or through the servient tenement;

Title Reference

7.7 any obstruction, interruption, impeding, hampering or interference with, diversion, scouring, change or alteration in or to the flow of the Relevant Works above, through or under the servient tenement at any time.

8. Removal of Unauthorised Structures etc

If any matter is erected, placed, found or installed upon the servient tenement in contravention of Clause 7 the Grantee may, in addition to any other remedies and after having given the Grantor reasonable notice of its intention to invoke this clause, enter the servient tenement and remove or demolish the matter. If it does so:

8.1 it may dispose of the matter or any resultant materials in such manner as it sees fit without being liable to account to the Grantor therefor; and

8.2 it may recover, in any Court of competent jurisdiction, costs actually incurred by it in taking that action (including internal wage and salary costs) less any moneys actually received by it as a result of disposing of the matter or any resultant demolition materials.

9. Damage to Structures etc.

The Grantee may, in its sole discretion, determine how the rights granted to it under this easement are exercised. The Grantee must not wilfully damage or destroy any matter to any extent greater than is reasonably necessary to exercise its rights hereunder, but the Grantee:

9.1 except as specified in Clause 6 is not otherwise responsible for any damage to or destruction of any matter in the course of exercise of its rights hereunder;

9.2 is not under any obligation to reinstate, repair or replace any matter damaged or destroyed in consequence of exercise of its rights hereunder (except a fence which is separately covered by clause 6); its only obligation where any matter has been so damaged or destroyed being to leave the servient tenement in as clean and tidy a state as it practical having regard to the nature of the matter damaged or destroyed and the work that the Grantee has done;

9.3 is not responsible in any event for inconvenience or disturbance to the Grantor or occupiers of the servient tenement arising by through or in connection with the exercise of its rights hereunder.

In this clause and the preceding clause 8, the term "matter" means:

- buildings, structures or other materials or things erected, placed, found or installed upon the servient tenement (whether in contravention of Clause 7 of otherwise); and
- trees and plants within the servient tenement.

10. Protection of Relevant Works

The Grantor must not do anything (whether by act or omission) likely to jeopardise or prejudicially affect the safety or reliable working of any Relevant Works.

11. Further Assurances

The benefit and burden of this easement attaches to the land comprised in the easement so as to enure and bind all persons deriving title from and under the Grantor and the Grantee. Each of them must, whenever so required by the other or a successor in title, do all things and give all assurances reasonably required for the proper and effective securing of the rights conferred hereunder. However, this clause must not be construed so as to require the Grantor to accept any liability to contribute towards the maintenance and upkeep of the Relevant Works.

12. Maintaining surface level of servient tenement

The Grantee is not required to contribute to the cost of maintaining the surface level of the servient tenement.

Officer: Barbara Newell
Direct Telephone: (07) 5441 8152
Response Address: Locked Bag 72, SCMC, 4560
Email: Barbara.Newell@sunshinecoast.qld.gov.au
Our Reference: OM11/59
Your Reference

26 September 2011

REGISTERED MAIL

National Australia Bank
Head Office
500 Bourke Street
MELBOURNE VIC 3000

Dear Sir or Madam

**"THE ACQUISITION OF LAND ACT OF 1967"
NOTICE OF INTENTION TO RESUME**

NOTICE is hereby given that in accordance with the provisions of "The Acquisition of Land Act 1967", the Sunshine Coast Regional Council intends to take for Drainage purposes, an easement over land Lot 31 SP124219 and on the following terms in the attached schedule:

The Sunshine Coast Regional Council acknowledges that the Registered Proprietors have full right of access over the said easement.

The costs charges and expenses of and incidental to the preparation of these documents including stamp duty and registration fees payable thereon, shall be borne and paid by the Sunshine Coast Regional Council.

You may serve upon the said Council, in writing any objection to the taking of such easement, stating therein the grounds of any such objection and the facts and circumstances relied on by in support of those grounds (any matter pertaining to the amount or payment of compensation is not a ground of objection). Such written objection must be served upon the Council at the above address on or before **1 October 2011**.

If you state in your objection referred to above that you desire to be heard in support of the grounds of your objection, Barbara Newell – Corporate Property Manager in Property and Business Branch, will be available at the Nambour Council Chambers at 9.00am on Wednesday 12th October 2011, in order that you may appear and be heard accordingly (if you wish to avail yourself of this appointment, please confirm same prior to such date).

The Council is willing to negotiate to acquire the easement by agreement, or failing agreement and if the easement is taken, to treat with you as to the compensation to be paid and all consequential matters.

Yours sincerely

49-Sch4 - Personal Information

.....
Chief Executive Officer

PLEASE NOTE A COPY OF THIS NOTICE HAS BEEN SENT TO THE LESSEE

BUNDABERG SUGAR

RTI DL RELEASE - DNRM

CLIENT

Sunshine Coast
Regional Council

PARISH

BIRIBIE

LOCAL AUTHORITY

COUNTY

CANNING

Swishine Coast Reg.

LEVEL DATUM N/A

LEVEL ORIGIN N/A

CONTOUR INTERVAL N/A

NOTE

This plan was prepared by a registered professional surveyor in accordance with the provisions of the Survey Act 1981 and the provisions of the Survey Regulation 1982. The surveyor is not responsible for any errors or omissions in the plan or for any damage or loss of property or other loss or damage caused by the use of the plan. The surveyor is not responsible for any errors or omissions in the plan or for any damage or loss of property or other loss or damage caused by the use of the plan.

PROJECT

Proposed Easement J
in
LOT 31 on SP124219

SCALE 1 : 2500 @ A3

SUNSHINE COAST SURVEY
& PLANNING PTY. LTD.
4/1111111111



SURVEYING
PLANNING

DEVELOPMENT CONSULTANTS

Suite 4, First Floor, Caloundra City Centre
55 Bussell Street, Caloundra, Qld 4531
P.O. Box 1014

PH: (07) 5491 6333 Fax: (07) 5491 6057

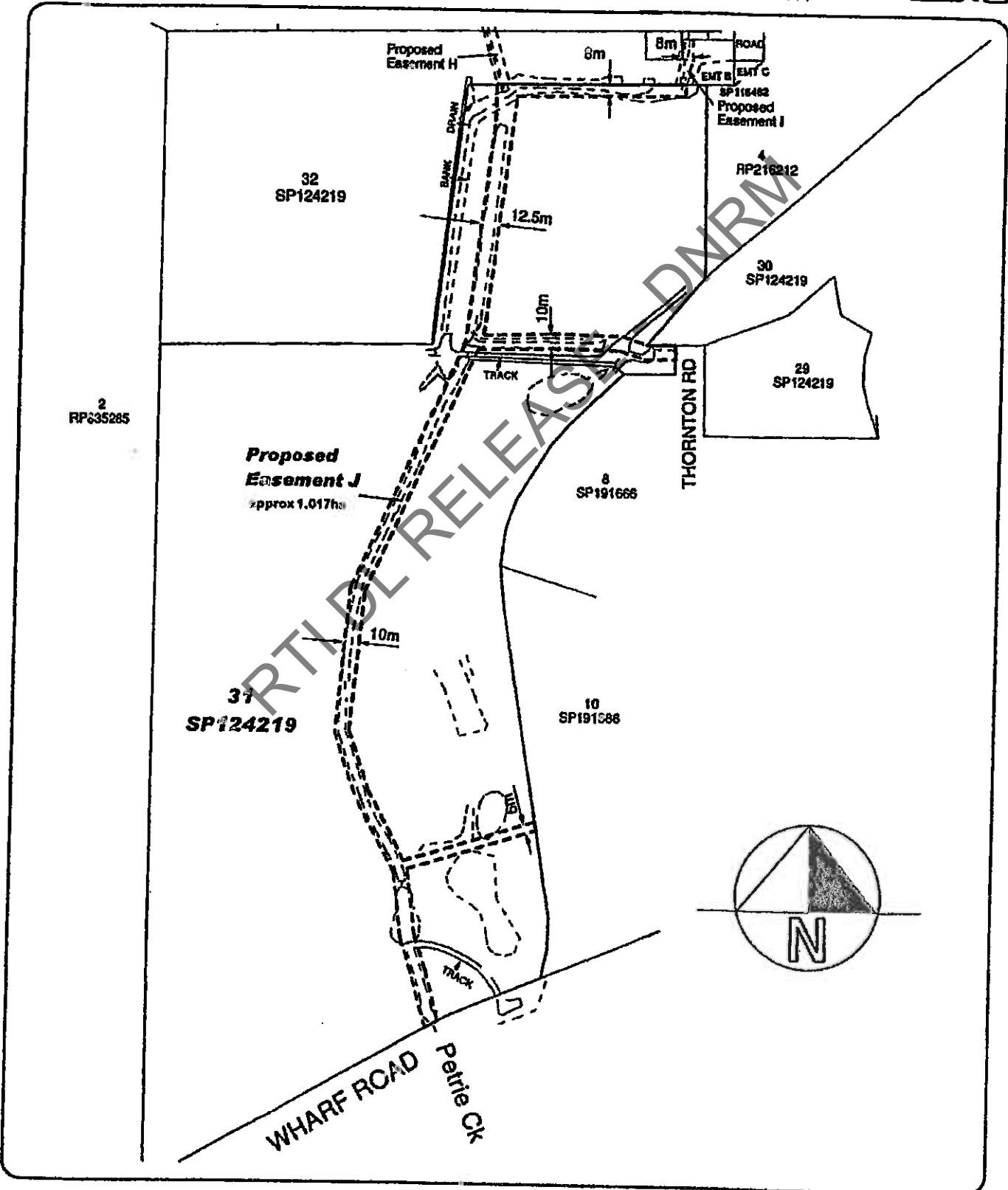
DRAWN: AJM DATE: 28/07/11

CHECKED: AJM DATE: 28/07/11

APPROVED: JJB DATE: 28/07/11

COMPUTER FILE PLAN NUMBER

324400A3 3244-0017



Title Reference

1. Parties

In this Document:

- 1.1 "Grantee" means Sunshine Coast Regional Council as detailed in Item 5 of the Form 9
- 1.2 "Grantor" means the party named in Item 1 of the Form 9

2. Relevant Works

In this Document, "Relevant Works" means:

- 2.1 where the purpose of the easement specified at Item 7 of the Form 9 is "Sewerage" – sewer(s) and/or pipeline(s) for the purpose of conveying sewage and all kinds of waste through, across or under the servient tenement together with manholes, stopcocks and all other usual or necessary fittings and attachments (including pumps and/or pump stations where required) as well as works for the protection and/or support of all such things;
- 2.2 where the purpose of the easement specified at Item 7 of the Form 9 is "Water Supply" – water reticulation mains and/or pipelines for the purpose of conveying water supplied by the Grantee, its contractors or agents through, across or under the servient tenement together with manholes, stopcocks, meters, pressure control devices, pumps and or pump stations, water reservoirs, and all other usual or necessary fittings and attachments as well as works for the protection and/or support of all such things;
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3. Rights of Grantee

The Grantee has full and free right and liberty at all times hereafter to enter upon the servient tenement for the purposes of constructing and thereafter forever using and maintaining such Relevant Works as it considers appropriate. In so doing, the Grantee may, by its employees, agents and other persons authorised by it:

- 3.1 construct, install, extend, deepen, widen, cleanse, add to, remove, inspect, maintain and repair the Relevant Works and when and where it deems fit, remove and replace the Relevant Works with new Relevant Works (whether of a similar nature to those replaced or not);
- 3.2 dig into, sink shafts in and erect scaffolding upon the servient tenement and open and break up the soil of the servient tenement or any part thereof including the sub-surface;
- 3.3 remove and dispose of spoil created as a consequence of exercising its rights hereunder;
- 3.4 clear and keep clear the servient tenement by any means or method including cutting and removal of timber, trees and undergrowth from the servient tenement and burning off such timber, trees and undergrowth;
- 3.5 construct and maintain on the servient tenement such access tracks, gates and appurtenant works as it considers necessary;
- 3.6 enter upon and remain, pass and repass on, over and under the servient tenement for all or any of the foregoing purposes with or without vehicles, plant or equipment of any description whatsoever;
- 3.7 do such other works and things through, across, in or under the servient tenement as are incidental to proper exercise of the rights granted to the Grantee herein;
- 3.8 have the right to use such lands of the Grantor immediately adjacent to the servient tenement as may be reasonably required by the Grantee in connection with all or any of the purposes aforesaid; and

Title Reference

3.9 subject to the provisions and covenants as contained herein the Grantor may use the servient tenement and the land adjoining the boundaries of the servient tenement for any purpose but only so far as such use will not impede or obstruct or be inconsistent with the rights of the Grantee.

4. Property of Relevant Works

All Relevant Works are and remain the property of the Grantee notwithstanding any actual or apparent affixation to the servient tenement and the Grantee is solely responsible for the operation and maintenance of all Relevant Works.

5. Removal of Fencing

For the purpose of gaining access to the servient tenement the Grantee may demolish or break open any fencing on or adjacent to the servient tenement, but where livestock are contained within the fenced area sufficient notice must be given to enable the livestock to be secured.

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- 6.1 reinstate all fences damaged by it in the exercise of any of its rights granted herein; or
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- 7.2 remove or stockpile or permit the removal or stockpiling of any soil, sand, gravel or other substance or material upon the servient tenement or construct any roads, dam walls or other earthworks on the servient tenement which would in any way obstruct or interfere with the Relevant Works and/or the proper and effective use thereof by the Grantee;
- 7.3 plant any trees, shrubs or other vegetation that will interfere with the Grantee's rights;
- 7.4 allow or permit any obstruction, interruption, impeding, hampering or interference with the Grantee's powers;

and in the case where the Relevant Works are for Drainage, allow or permit:

- 7.5 any ponding, storage, retention or deviation of the Relevant Works on, through or under the servient tenement;
- 7.6 any alteration in the level or gradient of the servient tenement or any change in the surface of the servient tenement or to the natural or artificial features of the servient tenement which divert, contain or assist in containing the flow of the Relevant Works on, under or through the servient tenement;

Title Reference

7.7 any obstruction, interruption, impeding, hampering or interference with, diversion, scouring, change or alteration in or to the flow of the Relevant Works above, through or under the servient tenement at any time.

8. Removal of Unauthorised Structures etc

If any matter is erected, placed, found or installed upon the servient tenement in contravention of Clause 7 the Grantee may, in addition to any other remedies and after having given the Grantor reasonable notice of its intention to invoke this clause, enter the servient tenement and remove or demolish the matter. If it does so:

8.1 it may dispose of the matter or any resultant materials in such manner as it sees fit without being liable to account to the Grantor therefor; and

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10. Protection of Relevant Works

The Grantor must not do anything (whether by act or omission) likely to jeopardise or prejudicially affect the safety or reliable working of any Relevant Works.

11. Further Assurances

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12. Maintaining surface level of servient tenement

The Grantee is not required to contribute to the cost of maintaining the surface level of the servient tenement.

Doc No: 17165737

Officer: Barbara Newell
Direct Telephone: (07) 5441 8152
Response Address: Locked Bag 72, SCMC, 4560
Email: Barbara.Newell@sunshinecoast.qld.gov.au
Our Reference: OM11/59
Your Reference

6 September 2011

REGISTERED MAIL

Commonwealth Bank of Australia
Commonwealth Building
L11 240 Queen Street
BRISBANE QLD 4000

Dear Sir or Madam

**"THE ACQUISITION OF LAND ACT OF 1967"
NOTICE OF INTENTION TO RESUME**

NOTICE is hereby given that in accordance with the provisions of "The Acquisition of Land Act 1967", the Sunshine Coast Regional Council intends to take for Drainage purposes, an easement over land Lot 31 SP124219 and on the following terms in the attached schedule:

The Sunshine Coast Regional Council acknowledges that the Registered Proprietors have full right of access over the said easement.

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You may serve upon the said Council, in writing any objection to the taking of such easement, stating therein the grounds of any such objection and the facts and circumstances relied on by in support of those grounds (any matter pertaining to the amount or payment of compensation is not a ground of objection). Such written objection must be served upon the Council at the above address on or before 1 October 2011.

If you state in your objection referred to above that you desire to be heard in support of the grounds of your objection, Barbara Newell – Corporate Property Manager in Property and Business Branch, will be available at the Nambour Council Chambers at 9.00am on Wednesday 12th October 2011, in order that you may appear and be heard accordingly (if you wish to avail yourself of this appointment, please confirm same prior to such date).

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Yours sincerely

49-Sch4 - Personal Information

Chief Executive Officer

BCS Council Properties /
Acq + Disp / Acq - Comp Act
or Resumption
- Commonwealth Bank of Australia
- Lot 31 SP 124219

PLEASE NOTE A COPY OF THIS NOTICE HAS BEEN SENT TO THE MORTGAGEE

COMMONWEALTH BANK OF AUSTRALIA
MORTGAGE NO: 711147098

AND

BUNDABERG SUGAR

RTI DL RELEASE - DNRM

CLIENT

**Sunshine Coast
Regional Council**

COUNTY

CANNING

PARISH

BRIEBIE

LOCAL AUTHORITY

Sunshine Coast Reg.

LEVEL DATUM N/A

LEVEL ORIGIN N/A

CONTOUR INTERVAL N/A

NOTE

This plan was prepared to depict approximate location of probable drainage easements. The dimensions and locations of the easements shown have been determined by location of existing drainage paths and directions given by Sunshine Coast Regional Council Officers.

Sunshine Coast Survey & Planning Pty. takes no responsibility for the ability of the easement shown within the proposed easements to effectively drain the subject properties.

Final dimensions and areas of the proposed easements shown may vary subject to final survey and interpretation of the survey plan.

PROJECT

**Proposed Easement J
in
LOT 31 on SP124219**

SCALE 1 : 2500 @ A3

**SUNSHINE COAST SURVEY
& PLANNING PTY. LTD.**

ACH 01 88 433



SURVEYING
PLANNING

DEVELOPMENT CONSULTANTS

Suite 4, First Floor, Caloundra City Centre
55 Bullock Street, Caloundra Qld 4551
P.O. Box 1014

Ph: (07) 5481 6333 Fax: (07) 5481 8067

DRAWN: AJM DATE: 29/8/11

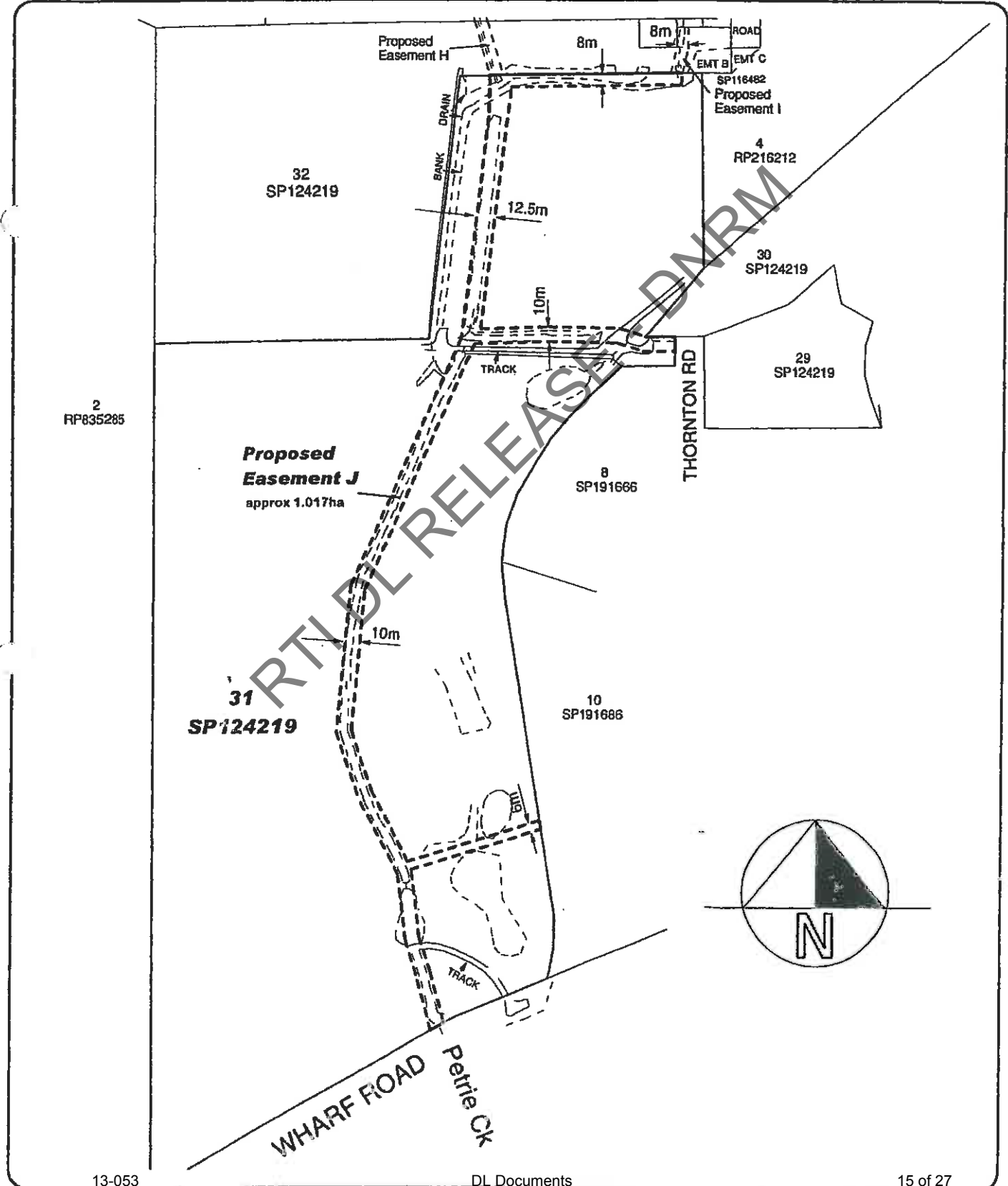
CHECKED: AJM DATE: 29/8/11

APPROVED: DB DATE: 29/8/11

COMPUTER FILE PLAN NUMBER

324400A6

3244-0017



Title Reference

1. Parties

In this Document:

- 1.1 "Grantee" means Sunshine Coast Regional Council as detailed in Item 5 of the Form 9
- 1.2 "Grantor" means the party named in Item 1 of the Form 9

2. Relevant Works

In this Document, "Relevant Works" means:

- 2.1 where the purpose of the easement specified at Item 7 of the Form 9 is "Sewerage" – sewer(s) and/or pipeline(s) for the purpose of conveying sewage and all kinds of waste through, across or under the servient tenement together with manholes, stopcocks and all other usual or necessary fittings and attachments (including pumps and/or pump stations where required) as well as works for the protection and/or support of all such things;
- 2.2 where the purpose of the easement specified at Item 7 of the Form 9 is "Water Supply" – water reticulation mains and/or pipelines for the purpose of conveying water supplied by the Grantee, its contractors or agents through, across or under the servient tenement together with manholes, stopcocks, meters, pressure control devices, pumps and or pump stations, water reservoirs, and all other usual or necessary fittings and attachments as well as works for the protection and/or support of all such things;
- 2.3 where the purpose of the easement specified at Item 7 of the Form 9 is "Drainage" – overland or underground drains, pipes, conduits and channels for the passage or conveyance of rainwater and other lawful discharges to local authority drainage through, across or under the servient tenement together with manholes, field inlet pits and all other usual or necessary fittings and attachments as well as works for the protection and/or support of all such things.

3. Rights of Grantee

The Grantee has full and free right and liberty at all times hereafter to enter upon the servient tenement for the purposes of constructing and thereafter forever using and maintaining such Relevant Works as it considers appropriate. In so doing, the Grantee may, by its employees, agents and other persons authorised by it:

- 3.1 construct, install, extend, deepen, widen, cleanse, add to, remove, inspect, maintain and repair the Relevant Works and when and where it deems fit, remove and replace the Relevant Works with new Relevant Works (whether of a similar nature to those replaced or not);
- 3.2 dig into, sink shafts in and erect scaffolding upon the servient tenement and open and break up the soil of the servient tenement or any part thereof including the sub-surface;
- 3.3 remove and dispose of spoil created as a consequence of exercising its rights hereunder;
- 3.4 clear and keep clear the servient tenement by any means or method including cutting and removal of timber, trees and undergrowth from the servient tenement and burning off such timber, trees and undergrowth;
- 3.5 construct and maintain on the servient tenement such access tracks, gates and appurtenant works as it considers necessary;
- 3.6 enter upon and remain, pass and repass on, over and under the servient tenement for all or any of the foregoing purposes with or without vehicles, plant or equipment of any description whatsoever;
- 3.7 do such other works and things through, across, in or under the servient tenement as are incidental to proper exercise of the rights granted to the Grantee herein;
- 3.8 have the right to use such lands of the Grantor immediately adjacent to the servient tenement as may be reasonably required by the Grantee in connection with all or any of the purposes aforesaid; and

Title Reference

3.9 subject to the provisions and covenants as contained herein the Grantor may use the servient tenement and the land adjoining the boundaries of the servient tenement for any purpose but only so far as such use will not impede or obstruct or be inconsistent with the rights of the Grantee.

4. **Property of Relevant Works**

All Relevant Works are and remain the property of the Grantee notwithstanding any actual or apparent affixation to the servient tenement and the Grantee is solely responsible for the operation and maintenance of all Relevant Works.

5. **Removal of Fencing**

For the purpose of gaining access to the servient tenement the Grantee may demolish or break open any fencing on or adjacent to the servient tenement, but where livestock are contained within the fenced area sufficient notice must be given to enable the livestock to be secured.

6. **Reinstatement of Fencing**

In the event that the Grantee is required to demolish or break open fencing as provided in Clause 5 hereof, the Grantee must either:

- 6.1 reinstate all fences damaged by it in the exercise of any of its rights granted herein; or
- 6.2 in lieu of reinstating any such fence, install a gate the quality and materials of workmanship of which, except with the Grantor's consent, must not be less than the quality and materials of workmanship of the existing fence. A gate so installed becomes the property of the Grantor and thereafter must be maintained by the Grantor.

7. **No Structures etc on Servient Tenement**

The Grantor must not at any time without the written permission of the Grantee:

- 7.1 erect any buildings or structures (other than demountable fences such as timber and steel) upon the servient tenement or otherwise permit the servient tenement or any part thereof to be used in such a way as to obstruct or interfere with the Relevant Works and/or the proper and effective use thereof by the Grantee;
- 7.2 remove or stockpile or permit the removal or stockpiling of any soil, sand, gravel or other substance or material upon the servient tenement or construct any roads, dam walls or other earthworks on the servient tenement which would in any way obstruct or interfere with the Relevant Works and/or the proper and effective use thereof by the Grantee;
- 7.3 plant any trees, shrubs or other vegetation that will interfere with the Grantee's rights;
- 7.4 allow or permit any obstruction, interruption, impeding, hampering or interference with the Grantee's powers;

and in the case where the Relevant Works are for Drainage, allow or permit:

- 7.5 any ponding, storage, retention or deviation of the Relevant Works on, through or under the servient tenement;
- 7.6 any alteration in the level or gradient of the servient tenement or any change in the surface of the servient tenement or to the natural or artificial features of the servient tenement which divert, contain or assist in containing the flow of the Relevant Works on, under or through the servient tenement;

Title Reference

7.7 any obstruction, interruption, impeding, hampering or interference with, diversion, scouring, change or alteration in or to the flow of the Relevant Works above, through or under the servient tenement at any time.

8. Removal of Unauthorised Structures etc

If any matter is erected, placed, found or installed upon the servient tenement in contravention of Clause 7 the Grantee may, in addition to any other remedies and after having given the Grantor reasonable notice of its intention to invoke this clause, enter the servient tenement and remove or demolish the matter. If it does so:

8.1 it may dispose of the matter or any resultant materials in such manner as it sees fit without being liable to account to the Grantor therefor; and

8.2 it may recover, in any Court of competent jurisdiction, costs actually incurred by it in taking that action (including internal wage and salary costs) less any moneys actually received by it as a result of disposing of the matter or any resultant demolition materials.

9. Damage to Structures etc.

The Grantee may, in its sole discretion, determine how the rights granted to it under this easement are exercised. The Grantee must not wilfully damage or destroy any matter to any extent greater than is reasonably necessary to exercise its rights hereunder, but the Grantee:

9.1 except as specified in Clause 6 is not otherwise responsible for any damage to or destruction of any matter in the course of exercise of its rights hereunder;

9.2 is not under any obligation to reinstate, repair or replace any matter damaged or destroyed in consequence of exercise of its rights hereunder (except a fence which is separately covered by clause 6); its only obligation where any matter has been so damaged or destroyed being to leave the servient tenement in as clean and tidy a state as it practical having regard to the nature of the matter damaged or destroyed and the work that the Grantee has done;

9.3 is not responsible in any event for inconvenience or disturbance to the Grantor or occupiers of the servient tenement arising by through or in connection with the exercise of its rights hereunder.

In this clause and the preceding clause 8, the term "matter" means:

- buildings, structures or other materials or things erected, placed, found or installed upon the servient tenement (whether in contravention of Clause 7 of otherwise); and
- trees and plants within the servient tenement.

10. Protection of Relevant Works

The Grantor must not do anything (whether by act or omission) likely to jeopardise or prejudicially affect the safety or reliable working of any Relevant Works.

11. Further Assurances

The benefit and burden of this easement attaches to the land comprised in the easement so as to enure and bind all persons deriving title from and under the Grantor and the Grantee. Each of them must, whenever so required by the other or a successor in title, do all things and give all assurances reasonably required for the proper and effective securing of the rights conferred hereunder. However, this clause must not be construed so as to require the Grantor to accept any liability to contribute towards the maintenance and upkeep of the Relevant Works.

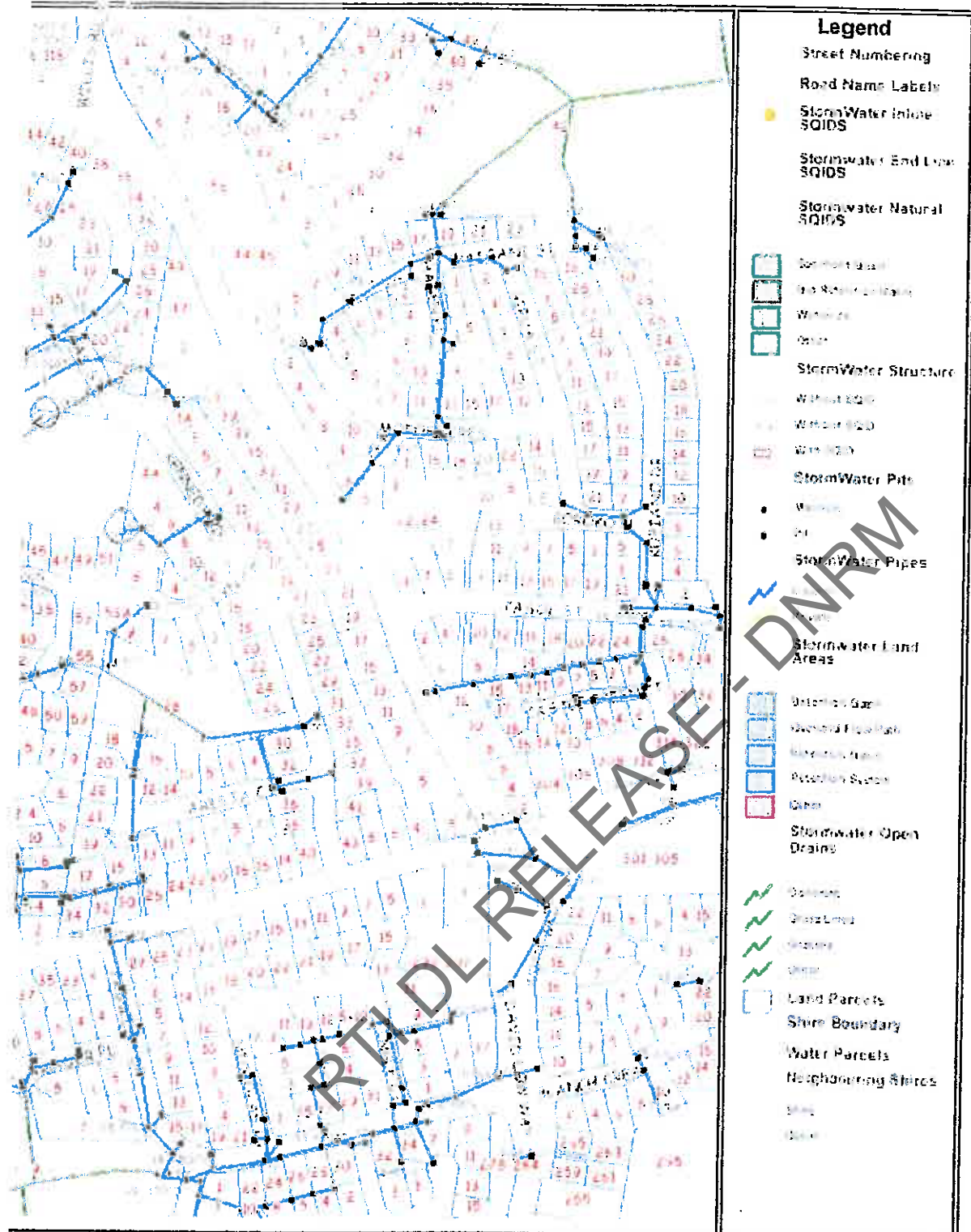
12. Maintaining surface level of servient tenement

The Grantee is not required to contribute to the cost of maintaining the surface level of the servient tenement.

Pages 19 through 200 redacted for the following reasons:

Section 78B(2) RTI Act

2 of 2



- Legend**
- Street Numbering
 - Road Name Labels
 - StormWater Inflow SQIDS
 - StormWater End Line SQIDS
 - StormWater Natural SQIDS
 - StormWater Structure
 - Without SQID
 - With SQID
 - With SQID
 - StormWater Pits
 - Manhole
 - Pit
 - StormWater Pipes
 - 100mm
 - 150mm
 - 200mm
 - 300mm
 - 400mm
 - 600mm
 - 900mm
 - 1200mm
 - StormWater Land Areas
 - Interior Drain
 - General Flood Plain
 - Retention Basin
 - Retention System
 - Other
 - StormWater Open Drains
 - Channel
 - Grass Lines
 - Concrete
 - Other
 - Land Parcels
 - Shire Boundary
 - Water Parcels
 - Neighbouring Shires
 - Shire
 - Other

FARM - WHARF ROAD BII BII

etwork

Sunshine Coast

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Author: MJF

Date: 17-6-2009

R

OPTION: NO BURDEN OF DRAINAGE EASEMENT TO OWNER: FEB-2012

CLIENT: Sunshine Coast Regional Council

PROJECT: SUNSHINE COAST REGIONAL COUNCIL

LOCAL AUTHORITY: Sunshine Coast Regional Council

LEVEL: DRAFTING

LEVEL: CHECKED

DATE: 15/02/12

COUNTY: SUNSHINE COAST

STATE: QLD

PROPOSED EASEMENT J

IN LOT 31 ON SP124219

SCALE: 1:2500 @ A3

SUNSHINE COAST SURVEY & PLANNING PTY. LTD.

2/4, First Floor, Caloundra City Centre, 100/102, Caloundra, QLD 4551

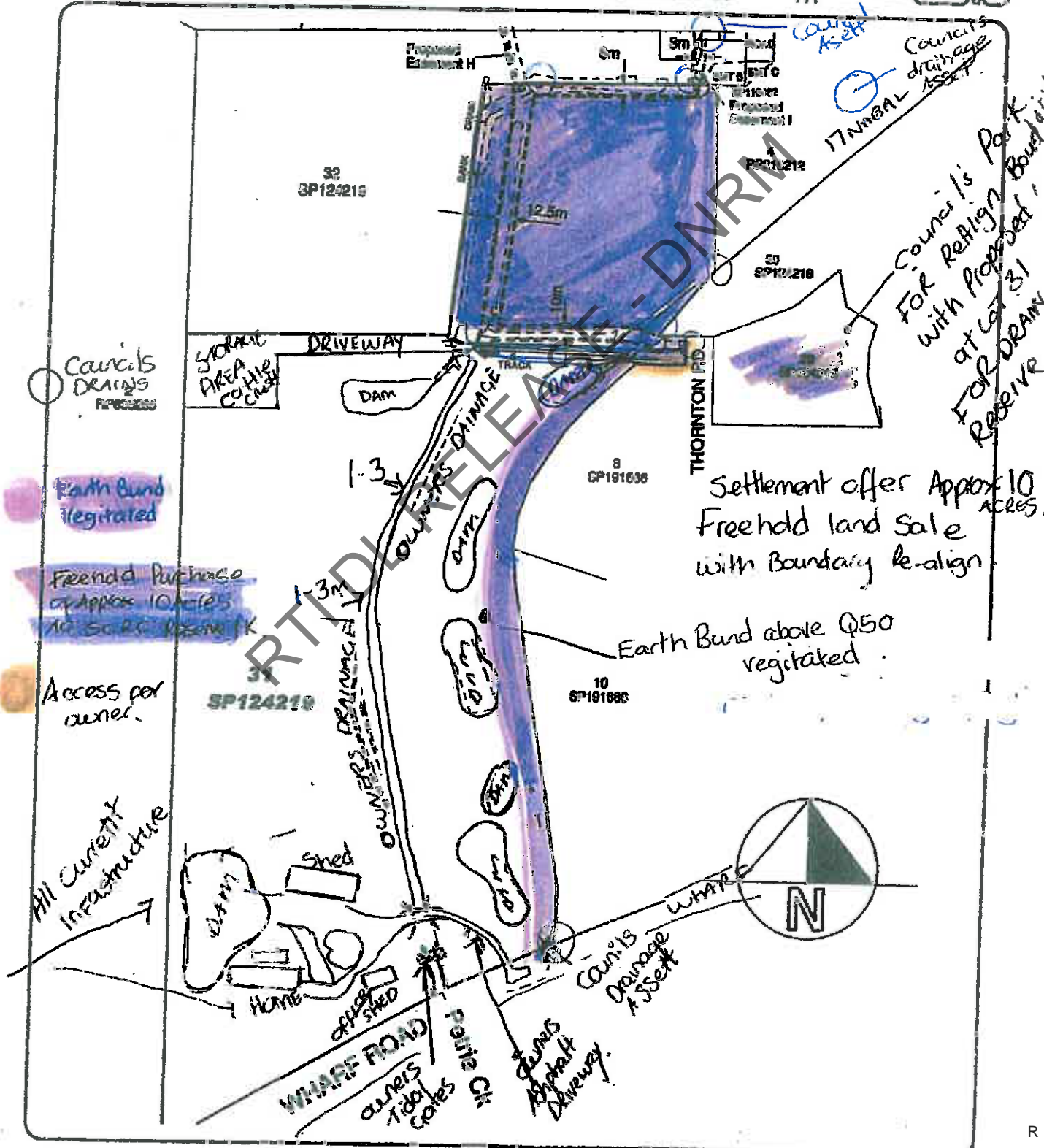
PH: (07) 5491 3333 Fax: (07) 5491 3337

DATE: 15/02/12

APPROVED: [Signature]

DATE: 15/02/12

PLAN NUMBER: SP124219

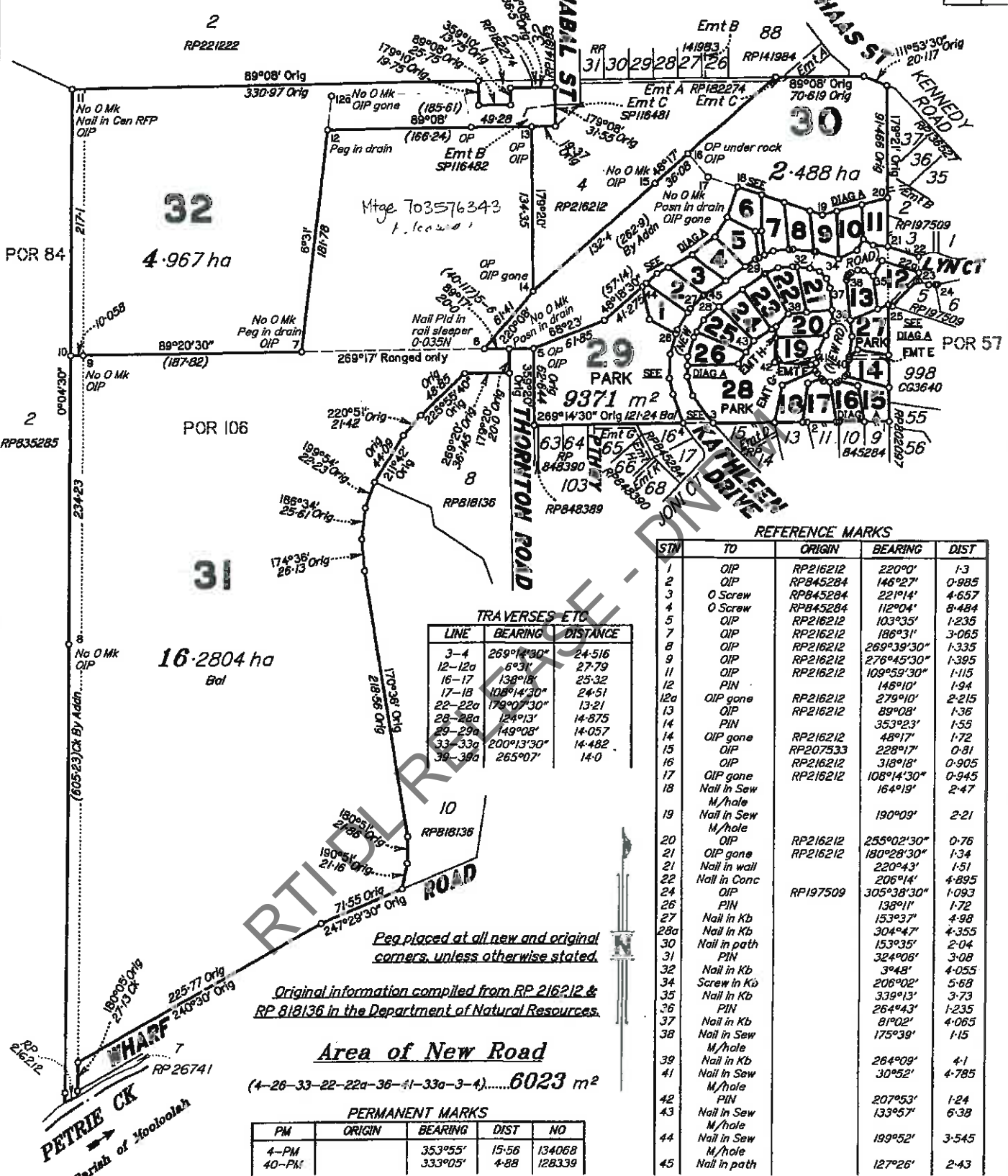


Pages 203 through 226 redacted for the following reasons:

Land Title Act 1994; Land Act 1994
Form 21

SURVEY PLAN

Sheet 1 of 2



TRAVERSES ETC

LINE	BEARING	DISTANCE
3-4	269°14'30"	24.516
12-12a	6°31'	27.79
16-17	138°18'	25.32
17-18	108°14'30"	24.51
22-22a	179°07'30"	13.21
28-28a	124°13'	14.875
29-29a	149°08'	14.057
33-33a	200°13'30"	14.482
39-39a	265°07'	14.0

REFERENCE MARKS

STM	TO	ORIGIN	BEARING	DIST
1	OIP	RP216212	220°0'	1.3
2	OIP	RP845284	146°27'	0.885
3	O Screw	RP845284	221°14'	4.657
4	O Screw	RP845284	112°04'	8.484
5	OIP	RP216212	103°35'	1.235
7	OIP	RP216212	186°31'	3.065
8	OIP	RP216212	269°39'30"	1.335
9	OIP	RP216212	279°45'30"	1.395
11	OIP	RP216212	109°59'30"	1.115
12	PIN		146°10'	1.94
12a	OIP gone	RP216212	279°10'	2.215
13	OIP	RP216212	89°08'	1.36
14	PIN		353°23'	1.55
14	OIP gone	RP216212	48°17'	1.72
15	OIP	RP207533	228°17'	0.81
16	OIP	RP216212	318°18'	0.905
17	OIP gone	RP216212	108°14'30"	0.945
18	Nail in Sew M/hole		164°19'	2.47
19	Nail in Sew M/hole		190°09'	2.21
20	OIP	RP216212	255°02'30"	0.76
21	OIP gone	RP216212	180°28'30"	1.34
21	Nail in wall		220°43'	1.51
22	Nail in Conc		206°14'	4.695
24	OIP	RP197509	305°38'30"	1.093
26	PIN		138°11'	1.72
27	Nail in Kb		153°37'	4.98
28a	Nail in Kb		304°47'	4.355
30	Nail in path		153°35'	2.04
31	PIN		324°08'	3.08
32	Nail in Kb		3°48'	4.055
34	Screw in Kū		206°02'	5.68
35	Nail in Kb		339°13'	3.73
36	PIN		264°43'	1.235
37	Nail in Kb		81°02'	4.065
38	Nail in Sew M/hole		175°39'	1.15
39	Nail in Kb		264°09'	4.1
41	Nail in Sew M/hole		30°52'	4.785
42	PIN		207°53'	1.24
43	Nail in Sew M/hole		133°57'	6.38
44	Nail in Sew M/hole		199°52'	3.545
45	Nail in path		127°26'	2.43

Original information compiled from RP 216212 & RP 818136 in the Department of Natural Resources.

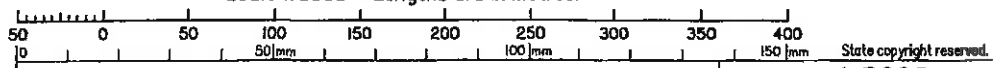
Area of New Road

(4-26-33-22-22a-36-41-33a-3-4).....6023 m²

PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO
4-PM		353°55'	15.56	134068
40-PM		333°05'	4.88	128339

Scale 1:3000 - Lengths are in Metres.



MURRAY & ASSOCIATES (QLD) PTY LTD
ACN 075 543 154
hereby certify that the Company has surveyed the land comprised in this plan by John Robert Campbell, Licensed Surveyor and by Mark Andrew Wittholz, Surveying Associate for whose work the Company accepts responsibility, that the plan is accurate and that the said survey was performed in accordance with the Surveyors Act 1977 and the Surveyors Regulation 1992 and that the said survey was completed on 20/3/00

MURRAY & ASSOCIATES (QLD) PTY LTD.
John Robert Campbell Director & Licensed Surveyor

Date 23-3-00

Plan of Lots 1 - 32
& EMTE in Lot 14, EMTs F & G in Lot 19 & EMTH in Lot 20
Cancelling Lots 1, 3 & 6 on RP 216212 & Lot 5 on RP 818136

PARISH: **MAROOCHY** COUNTY: **Canning**

Meridian: *Vide RP 216212* DL Documents F/N's: No

Scale: **1:3000**
Format: **STANDARD**
SP124219
Plan Status: 23 of 27

704009582

\$1935.00
19/04/2000 14:55

NR 400 NT

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

Registered

s. Lodged by

MUSGRAVE LAWYERS
PO Box 27
MOOLOOLABA
Phone 5444 2166
Lodger Code NR 201

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

1. Certificate of Registered Owners or Lessees.

I/We
..... 49-Sch4 - Personal Information
.....
.....

(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.

49-Sch4 - Personal Information

Signature of *Registered Owners *Lessees

49-Sch4 - Personal Information

* Rule out whichever is inapplicable

2. Local Government Approval.

* MAROOCHY SHIRE COUNCIL
hereby approves this plan in accordance with the:
% LOCAL GOVERNMENT (PLANNING + ENVIRONMENT) ACT 1990

Dated this 17th day of April, 2000

49-Sch4 - Personal Information # PAUL TREVOR BLOOMWELL
DIVISION SUPPORT CO-ORDINATOR

DELEGATED OFFICER
being the proper officer to
affix such seal

* Insert the name of the Local Government. % Insert Integrated Planning Act 1997 or
Insert designation of signatory or delegation Local Government (Planning & Environment) Act 1990

3. Plans with Community Management Statement :

CMS Number :
Name : 13-053

4. References :

Dept File :
Local Govt : D61542
Surveyor : 33923/3335

Existing			Created		
Title Reference	Lot	Plan	Lots	Emts	Road
17133121	1	RP216212	30		
17133123	6	RP216212	1,12-29	E-H	New Rd
17133200	3	RP216212	31,32		
50033149	5	RP818136	1-13,21-25,29-32		New Rd

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
703576343	1-31	32

BENEFIT EASEMENT ALLOCATIONS

Easement	Lots Fully Benefited	Lots Partially Benefited
703288697	32	
703288694	31	1-13,21-25,29,30,32
703288702	31	1-13,21-25,29,30,32

BURDENING EASEMENTS

Easement	Lots to be encumbered
602532854	30
703288694	32
601173050	12
601173051	TO BE DETERMINED LATER

EXISTING LEASE ALLOCATIONS

Lease	Lots to be Encumbered
601173049	32 & 31

BURDENING ADMINISTRATIVE ADVICES

Dealing No.	Lots to be encumbered
701086048	30 & 31
701086036	30 & 31

84	31,32
57	12
106	1-32

Orig	Lots
------	------

7. Portion Allocation :

8. Map Reference :
9544-44323

9. Locality :
BLI BLI

10. Local Government :
MAROOCHY SC

11. Passed & Endorsed :

By : JR CAMPBELL
Date :
Signed : 49-Sch4 - Personal Information
Designation : Licensed Surveyor

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

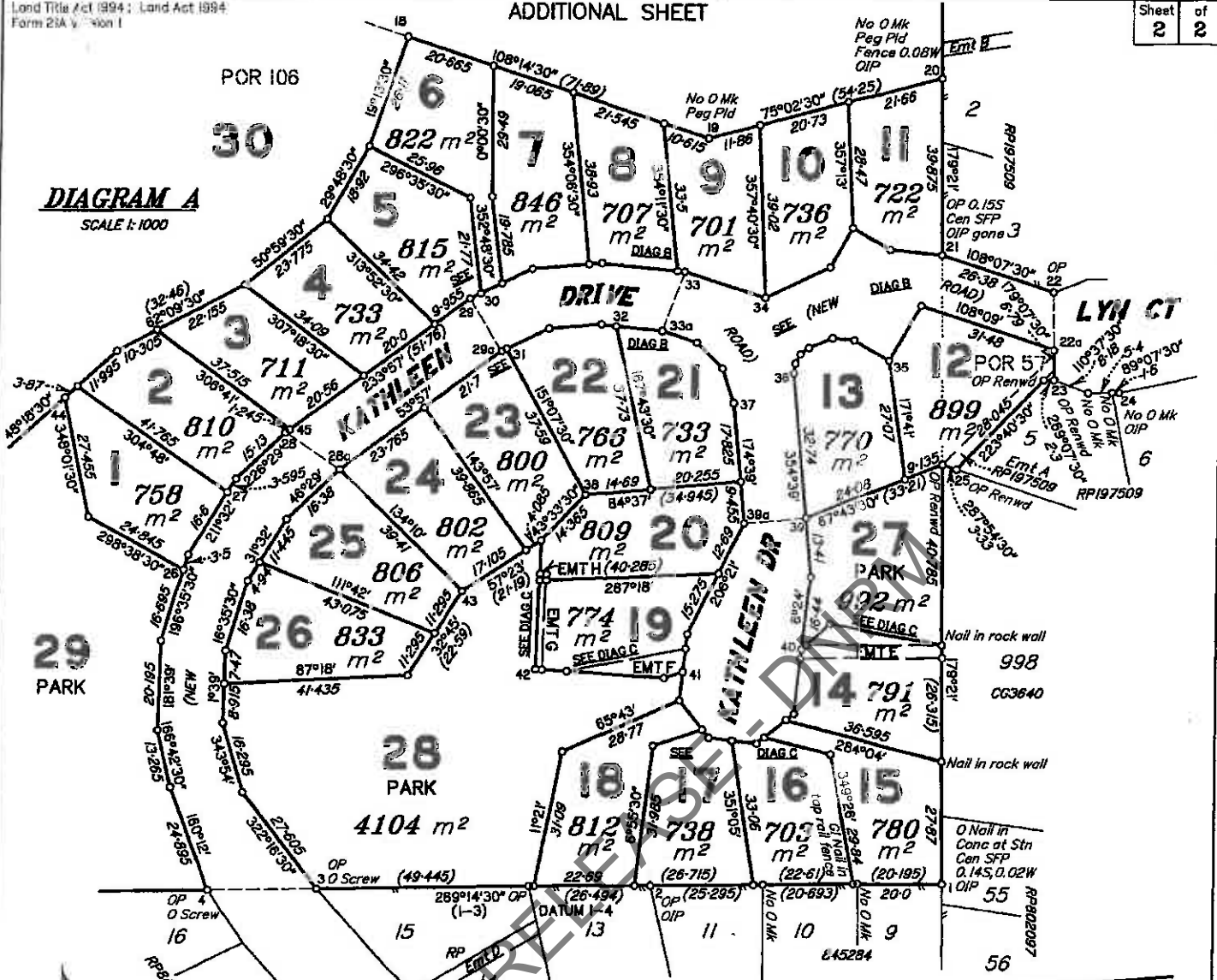
Licensed Surveyor/Director * Date
*delete words not required

13. Lodgement Fees :	
36 Survey Deposit	\$ 640
Lodgement	\$ 12
30 New Titles	\$ 1200
Photocopy	\$
Postage	\$
TOTAL	\$ 1935

Insert Plan Number
SP124219
24 of 27

DL Documents
DL RELEASE

DIAGRAM A
SCALE 1:1000

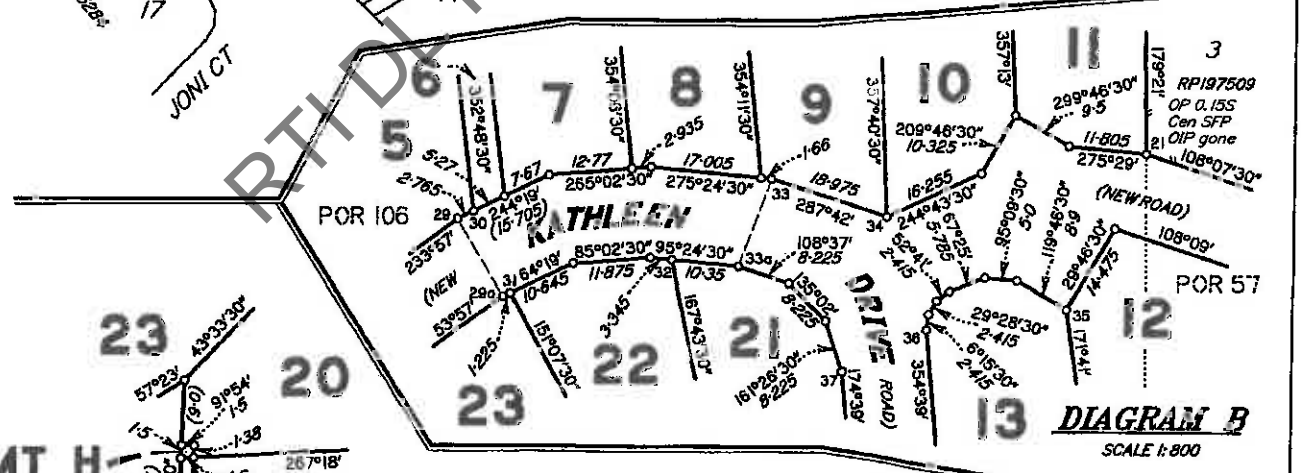


29 PARK

28 PARK
4104 m²



DIAGRAM B
SCALE 1:800

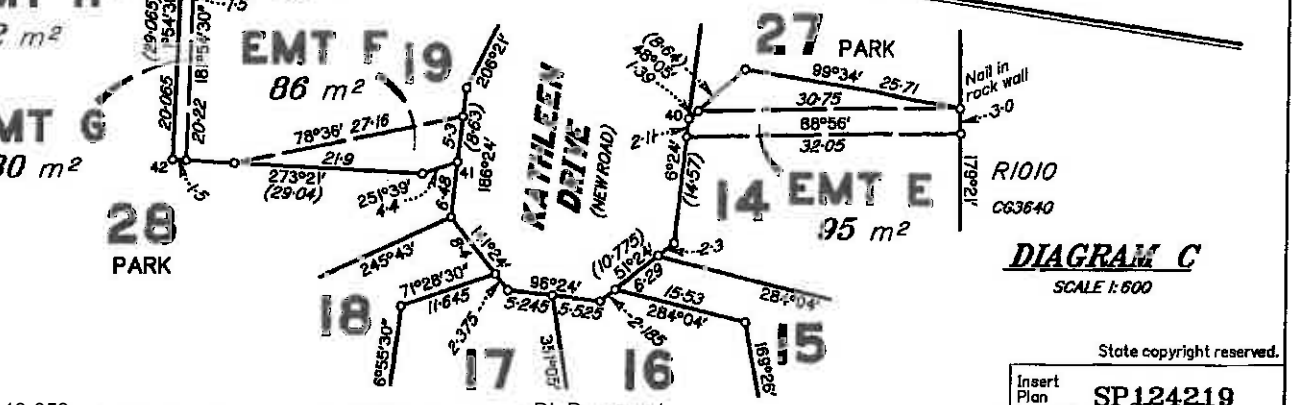


EMT H
2 m²
EMT G
30 m²

28 PARK

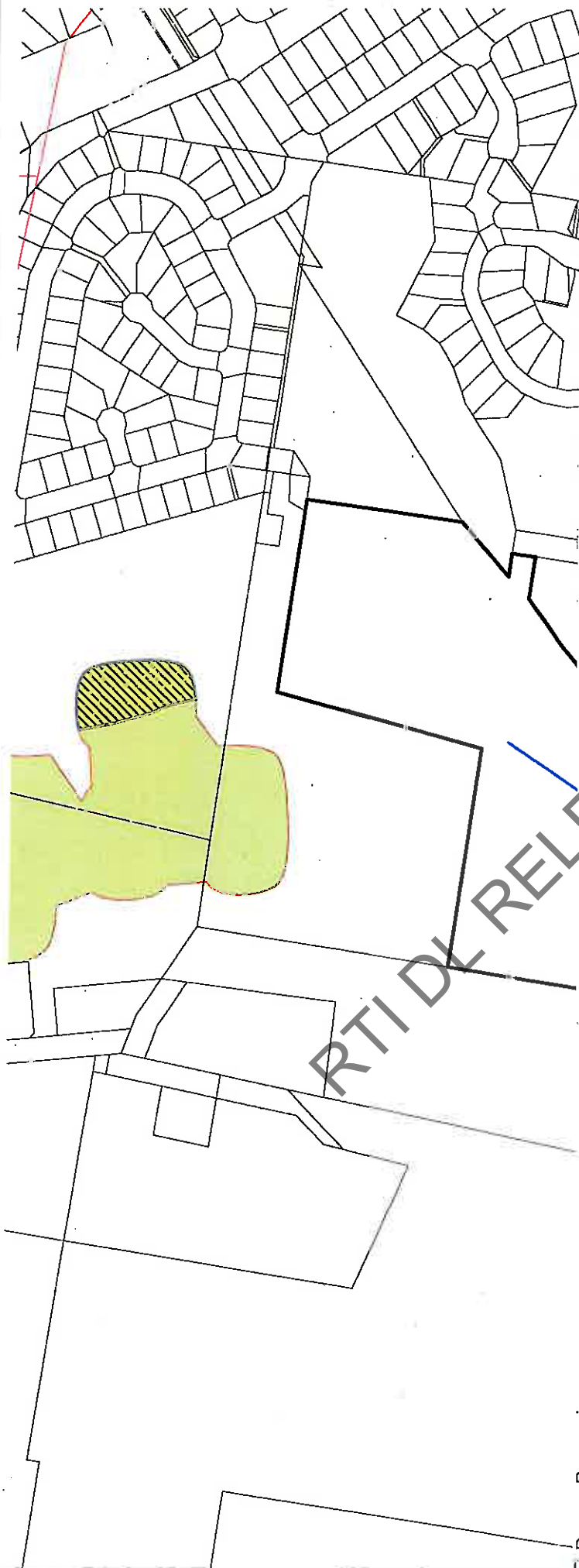
14 EMT E
95 m²

DIAGRAM C
SCALE 1:500



Insert Plan Number **SP124219**
25 of 27

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RTI DL RELEASE - DMR

depicted on this map is based on rectified 2006 Landsat TM Imagery (supplied by SLATS, Department of Environment and Resource Management).
Some watercourse lines are derived from GeoScience Australia 1:250 000 mapping.

Disclaimer:
While every care is taken to ensure the accuracy of this product, the Department of Environment and Resource Management and MapInfo Australia Pty Ltd, makes no representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs which you might incur as a result of the product being inaccurate or in error in any way and for any reason.

Additional information is required for the purposes of land clearing or assessment of a regional ecosystem in PMAV applications. For further information go to the web site: www.derm.qld.gov.au/vegetation or contact the Department of Environment and Resource Management.

Digital regional ecosystem data is available in shapefile format, for Lot on Plans from www.derm.qld.gov.au/REDATA or from DERM for larger areas.

RE Date : September 2011
DCDB Date : August 2012
Map Date : 17 August 2012

Produced by: The Department of Environment and Resource Management (VIN)

Horizontal Datum: Geocentric Datum of Australia 1984 (GDA84)
Grey numbered tick marks are 1000 metre intervals on Transverse Mercator Projection (MGA Zone 54)

Cadastral data provided with the permission of the Department of Environment and Resource Management
Property boundaries shown on this map are provided as a locational aid only.
DCDB boundaries do not represent legal cadastral boundaries.

© The State of Queensland (Environment and Resource Management) 2011

Dam or Reservoir
Remnant Vegetation

VMA Essential Regrowth Habitat v3.1
VMA Essential Habitat v3.1

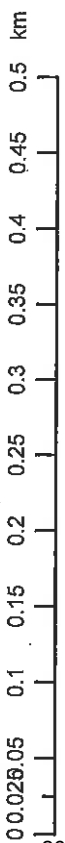
Subject Lot(s)
Cadastral line
The maximum spatial error of parcels extracted for this map from the Digital Cadastral Data Base (DCDB) range from: 14m to 251m at 95% confidence level.
Property boundaries shown are provided as a locational aid only.

Regrowth Watercourse v2.1
Other Watercourse v2.0
(Stream order shown against stream where available)

Great Barrier Reef Wetlands

Local Authority Boundary
Bioregion Boundary
National Park Boundary, State Forest
Roads © MapInfo Australia Pty Ltd 2009

1:5,000



**Queensland
Government**

Page 231 redacted for the following reason:
