



Government Gazette

of the State of

New South Wales

Number 6–Crown Land

Friday, 14 January 2022

The New South Wales Government Gazette is the permanent public record of official NSW Government notices. It also contains local council, non-government and other notices.

Each notice in the Government Gazette has a unique reference number that appears in parentheses at the end of the notice and can be used as a reference for that notice (for example, (n2019-14)).

The Gazette is compiled by the Parliamentary Counsel's Office and published on the NSW legislation website (www.legislation.nsw.gov.au) under the authority of the NSW Government. The website contains a permanent archive of past Gazettes.

To submit a notice for gazettal, see the Gazette page.

ROADS ACT 1993

ORDER

Transfer of Crown Road to a Council

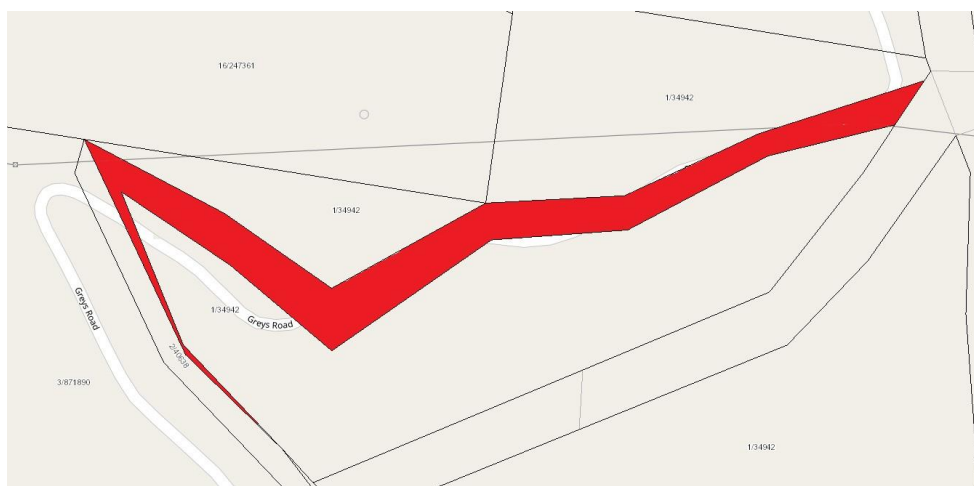
In pursuance of the provisions of Section 152I of the *Roads Act 1993*, the Crown road specified in Schedule 1 is transferred to the roads authority specified in Schedule 2 hereunder as from the date of publication of this notice and as from that date the road specified in Schedule 1 ceases to be a Crown road.

The Hon. Melinda Pavey, MP
Minister for Water, Property and Housing

SCHEDULE 1

Parish: Woolgoogla
County: Fitzroy
Land District: Grafton
LGA: Coffs Harbour

DESCRIPTION: Crown public road comprising Lot 1 DP 40638



SCHEDULE 2

Roads Authority: Coffs Harbour City Council
Council's Ref: 6863810
DPIE – Crown Lands Ref: W631599, 21/07557

ERRATUM

IN the notification appearing in the *New South Wales Government Gazette* of 17 December 2021, Folio N2021 - 2758 appearing under the heading Alteration of Conditions of A Western Lands Lease, the first paragraph and heading should read as follows:

The purpose of Western Land Leases 4619, 4620 & 5414, being the land contained within Folio Identifiers 2446/764409, 2447/764410 & 3086/765311 has been altered from "Grazing" to "Conservation" effective from 13 December 2021.

As a consequence of the alteration of purpose/conditions rent will be assessed annually in line with the Crown Land Management Act 2016 and Regulations.

The conditions have been altered by the inclusion of the special conditions following.

SPECIAL CONDITIONS ATTACHED TO WESTERN LANDS LEASES 4619, 4620 & 5414

ERRATUM

IN the notification appearing in the *New South Wales Government Gazette* of 17 December 2021, Folio n2021-2757, appearing under the heading Alteration of Purpose / Conditions of A Western Lands Lease, (being Western Lands Leases 3140 & 3943 the folio identifiers should read;

Folio Identifier 6543/769347 & 1800/763674

CROWN LAND MANAGEMENT ACT 2016
NOTICE - CROWN LAND TO BE USED OR OCCUPIED FOR OTHER PURPOSE UNDER S 2.18(2)(b)

Pursuant to section 2.18(2)(b) of the Crown Land Management Act 2016, the Crown land specified in Column 2 of the following Schedule is proposed to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the following Schedule.

The Hon Melinda Pavey, MP
Minister for Water, Property & Housing

Column 1	Schedule
Berthing Area (relevant interest - Licence 593330)	Column 2
Berthing Area (relevant interest - Licence 593330)	Reserve No. 56146
Jetty (relevant interest - Licence 593330)	Public Purpose: Generally
Reclamation (relevant interest - Licence 593330)	Notified: 11-May-1923
	File Reference: R56146/PURP393/001

CROWN LAND MANAGEMENT ACT 2016
NOTICE - CROWN LAND TO BE USED OR OCCUPIED FOR OTHER PURPOSE UNDER S 2.18(2)(b)

Pursuant to section 2.18(2)(b) of the Crown Land Management Act 2016, the Crown land specified in Column 2 of the following Schedule is proposed to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the following Schedule.

The Hon Melinda Pavey, MP
Minister for Water, Property & Housing

Column 1	Schedule
Berthing Area (relevant interest - Licence 593330)	Column 2
Berthing Area (relevant interest - Licence 593330)	Reserve No. 1011268
Jetty (relevant interest - Licence 593330)	Public Purpose: Future Public Requirements
Reclamation (relevant interest - Licence 593330)	Notified: 3-Feb-2006
	File Reference: R1011268/PURP405/001

ROADS ACT 1993

ORDER

Transfer of Crown Road to a Council

In pursuance of the provisions of Section 152I of the *Roads Act 1993*, the Crown road specified in Schedule 1 is transferred to the roads authority specified in Schedule 2 hereunder as from the date of publication of this notice and as from that date the road specified in Schedule 1 ceases to be a Crown road.

The Hon Melinda Pavey, MP
Minister for Water, Property and Housing

SCHEDULE 1

Parish: Lewis
County: Macquarie
Land District: Taree
LGA: MidCoast Council

DESCRIPTION: Crown public road reserve known as Beitibombi Creek Road, Wherrol Flat, commencing approximately 20.1 metres west of Lot 10 DP1141328, concluding at the fork in the road between Lots 11 & 12 DP1141328, as shown on diagram below in red.



SCHEDULE 2

Roads Authority: MidCoast Council
Council's Ref: RD21224
DPIE-Crown Lands Ref: DOC21/207347

ROADS ACT 1993

ORDER

Transfer of Crown Road to a Council

In pursuance of the provisions of Section 152I of the *Roads Act 1993*, the Crown road specified in Schedule 1 is transferred to the roads authority specified in Schedule 2 hereunder as from the date of publication of this notice and as from that date the road specified in Schedule 1 ceases to be a Crown road.

The Hon Melinda Pavey, MP
Minister for Water, Property and Housing

SCHEDULE 1

Parish: Boranel
County: Gloucester
Land District: Taree
LGA: MidCoast Council

DESCRIPTION: Crown public road reserve known as Canningtons Road in Cobark, from the south east corner of Lot 9 DP128945, north to the southern bank of the Cobark River, as shown on diagram in red.



SCHEDULE 2

Roads Authority: MidCoast Council
Council's Ref: RD14388
DPIE-Crown Lands Ref: DOC21/207304

**TAREE OFFICE
26 MULDOON STREET TAREE NSW 2430
PO Box 2215 DANGAR NSW 2309
Phone: 1300 886 235**

ROADS ACT 1993

ORDER

Transfer of a Crown Road to a Council

In pursuance of the provisions of Section 152I, Roads Act 1993, the Crown roads specified in Schedule 1 are transferred to the Roads Authority specified in Schedule 2, hereunder, as from the date of publication of this notice and as from that date, the roads specified in Schedule 1 cease to be Crown roads.

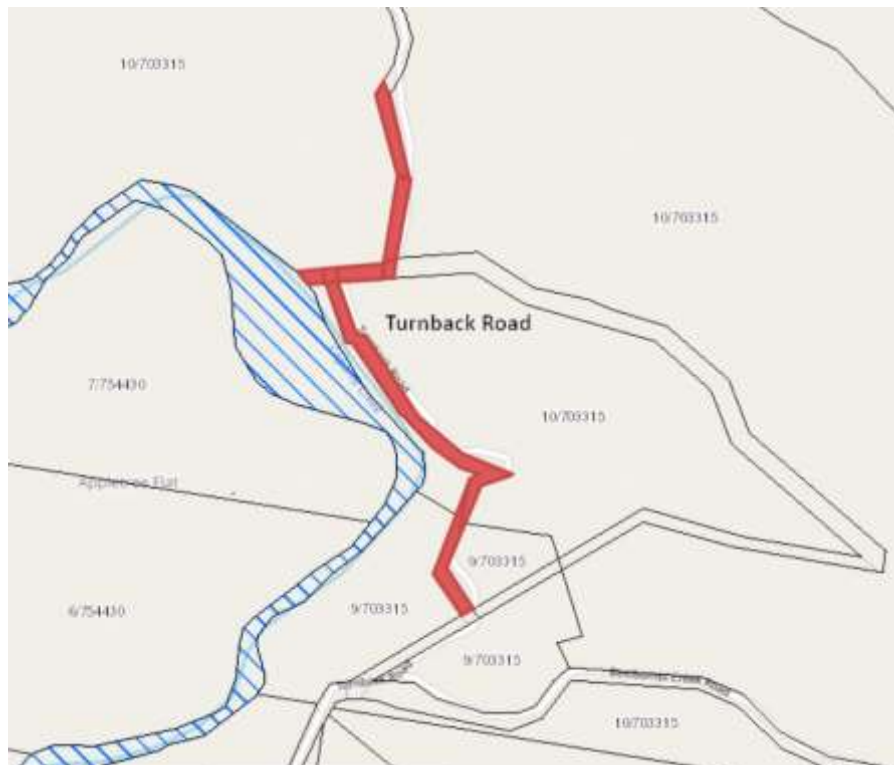
The Hon. Melinda Pavey, MP
Minister for Water, Property and Housing

SCHEDULE 1

*Parish – Lewis
County – Macquarie
Land District – Taree
Local Government Area – Mid-Coast Council*

Crown public road reserve known, being part Turnback Road within Lots 9 and 10 DP703315, including the connection to Dingo Creek in the west, as highlighted in red on the diagram below.

SCHEDULE 2



Roads Authority: MidCoast Council
Councils Reference: RD24516
Lands File Reference: 21/03638

ROADS ACT 1993

ORDER

Transfer of Crown Road to a Council

In pursuance of the provisions of Section 152I of the *Roads Act 1993*, the Crown road specified in Schedule 1 is transferred to the roads authority specified in Schedule 2 hereunder as from the date of publication of this notice and as from that date the road specified in Schedule 1 ceases to be a Crown road.

The Hon Melinda Pavey, MP
Minister for Water, Property and Housing

SCHEDULE 1

Parish: Stewart
County: Macquarie
Land District: Taree
LGA: MidCoast Council

DESCRIPTION: Crown public road reserve known as Brays Lane, Moorland from the north west corner of Lot 23 DP1270356 to the north east corner of Lot 23 DP1270356 as shown on the diagram below in red:



SCHEDULE 2

Roads Authority: MidCoast Council
Council's Ref: RD21402
DPIE – Crown Lands Ref: DOC21/207472

ALTERATION OF PURPOSE/CONDITIONS OF A WESTERN LANDS LEASE

It is hereby notified that in pursuance of the provisions of Section 7.3 of the Crown Land Management Act 2016, the purpose and conditions of the undermentioned Western Lands Lease have been altered as shown.

The Hon. Melinda Pavey, M.P.
Minister for Water, Property and Housing

Administrative District – Walgett
Shire – Walgett, County – Finch

The purpose of Western Lands Lease 5513, being the land contained within Folio Identifiers 2433/764396, 3270/765495 and 4323/767157 has been altered from “Grazing” to “Grazing & Conservation” effective from 23 December 2021.

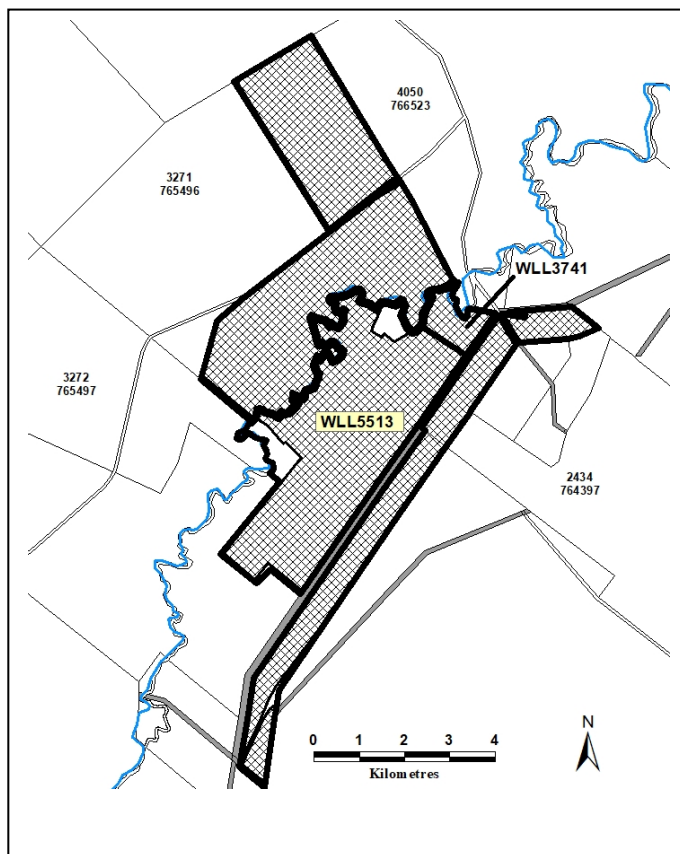
As a consequence of the alteration of purpose/conditions rent will be assessed annually in line with the Crown Land Management Act 2016 and Regulations.

The conditions have been altered by the inclusion of the special conditions following.

SPECIAL CONDITIONS ATTACHED TO WESTERN LANDS LEASE 5513

1. The Leaseholders undertake the Biodiversity Stewardship Agreement (the Agreement) at the sole risk of the Leaseholders.
2. The Leaseholders release to the full extent permitted by law the Minister, the Crown in right of New South Wales and their respective officers, agents, servants, contractors and employees and anyone claiming through or under them from all suits, actions, demands, claims or damages of every kind arising out of or in connection with the Agreement, except to the extent directly and solely caused by an act or omission of the Minister, the Crown in the right of New South Wales or their respective officers, agents, servants, contractors or employees.
3. The Leaseholders indemnify and keep indemnified the Minister and the Crown in right of New South Wales and their respective officers, agents, servants, contractors and employees from and against all liability, claim, action, loss, damage, costs or expense (including reasonable legal costs and expenses) which may be suffered or incurred by any of those indemnified arising out of or in connection with:
 - (a) the Agreement;
 - (b) the carrying out of the Agreement by the Leaseholders;
 - (c) any requirement for relinquishment of rights in relation the Agreement;
 - (d) any declaration that the Land is subject to a Biodiversity Stewardship Agreement;
 - (e) any penalty or fine incurred by those indemnified arising out of or in connection with the Agreement,except to the extent directly and solely caused by an act or omission of the Minister, the Crown in the right of New South Wales or their respective officers, agents, servants, contractors or employees.
4. The Leaseholders agree to indemnify those indemnified under these clauses despite that any such liability, claim, action, loss, damage or expense resulted from any act or thing that the Leaseholders may be authorised or obliged to do under the Agreement.
5. The Leaseholders further agree that the obligation of the Leaseholders under these clauses will continue after the expiration or other determination of the Agreement in respect of any act, deed, matter or thing happening before such expiration or determination.

6. If for any reason the Leases are forfeited or surrendered under the *Crown Land Management Act 2016* then the Leaseholder must, within 90 days of the date of such forfeiture or surrender:
- (a) comply with any requirement under the *Biodiversity Conservation Act 2016* to relinquish any rights issued in relation to the Agreement;
 - (b) pay any penalty under the *Biodiversity Conservation Act 2016* for failure to comply with any requirements under the *Biodiversity Conservation Act 2016*;
 - (c) do all acts and things which are necessary to have the Agreement terminated in accordance with the provisions of the *Biodiversity Conservation Act 2016*, including relinquishment of rights issued in relation to the Agreement and declaration of termination of any obligation in relation to the Agreement on the Land. This may include (but is not limited to):
 - provision of consent to the termination of the Agreement;
 - preparation and submission of a request to the Minister for Environment and Energy for the termination of the Agreement in accordance with Section 5.10(7) of the *Biodiversity Conservation Act 2016*, including preparing the form and paying the application fee;
 - provision of offset requirements if the Agreement is terminated under Section 5.10(3) and Section 5.10(4) of the *Biodiversity Conservation Act 2016*; and
 - payment of any penalty in order to satisfy all conditions under the *Biodiversity Conservation Act 2016* for the termination of the Agreement in relation to the Land
7. The Leaseholders agree to provide the Department with the date/s of any reporting period for the Agreement.
8. The lease must only be used for the purpose of **Grazing & Conservation**
9. An area of 4108 hectares has been set aside for Conservation and is shown cross hatched on the diagram hereunder.



File No:WLL5513-01#01

ALTERATION OF PURPOSE/CONDITIONS OF A WESTERN LANDS LEASE

It is hereby notified that in pursuance of the provisions of Section 7.3 of the Crown Land Management Act 2016, the purpose and conditions of the undermentioned Western Lands Lease have been altered as shown.

The Hon. Melinda Pavey, M.P.
Minister for Water, Property and Housing

Administrative District – Bourke
Shire – Brewarrina, County – Narran

The purpose of Western Lands Lease 3741, being the land contained within Folio Identifier 1561/763547 has been altered from “Grazing and Accommodation Paddock” to “Conservation” effective from 23 December 2021.

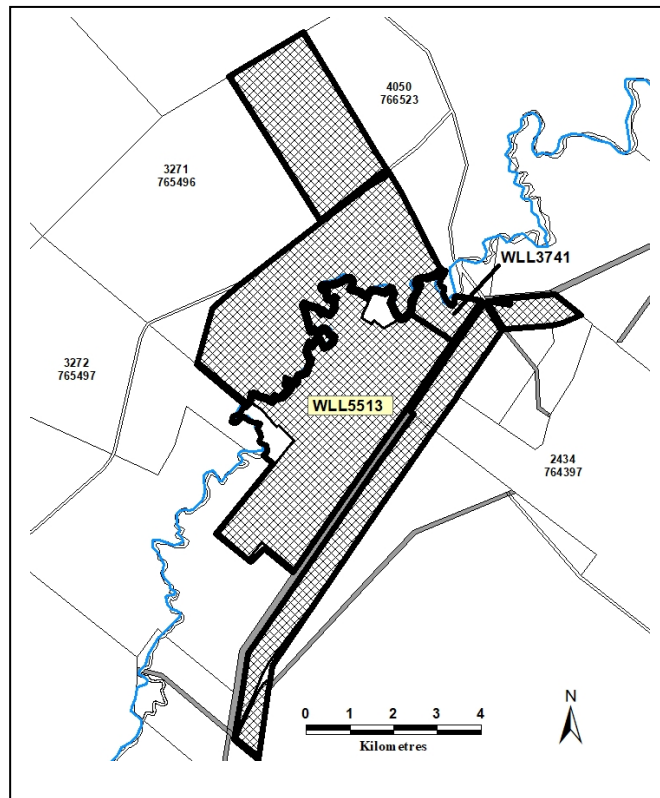
As a consequence of the alteration of purpose/conditions rent will be assessed annually in line with the Crown Land Management Act 2016 and Regulations.

The conditions have been altered by the inclusion of the special conditions following.

SPECIAL CONDITIONS ATTACHED TO WESTERN LANDS LEASE 3741

1. The Leaseholders undertake the Biodiversity Stewardship Agreement (the Agreement) at the sole risk of the Leaseholders.
2. The Leaseholders release to the full extent permitted by law the Minister, the Crown in right of New South Wales and their respective officers, agents, servants, contractors and employees and anyone claiming through or under them from all suits, actions, demands, claims or damages of every kind arising out of or in connection with the Agreement, except to the extent directly and solely caused by an act or omission of the Minister, the Crown in the right of New South Wales or their respective officers, agents, servants, contractors or employees.
3. The Leaseholders indemnify and keep indemnified the Minister and the Crown in right of New South Wales and their respective officers, agents, servants, contractors and employees from and against all liability, claim, action, loss, damage, costs or expense (including reasonable legal costs and expenses) which may be suffered or incurred by any of those indemnified arising out of or in connection with:
 - (a) the Agreement;
 - (b) the carrying out of the Agreement by the Leaseholders;
 - (c) any requirement for relinquishment of rights in relation the Agreement;
 - (d) any declaration that the Land is subject to a Biodiversity Stewardship Agreement;
 - (e) any penalty or fine incurred by those indemnified arising out of or in connection with the Agreement,except to the extent directly and solely caused by an act or omission of the Minister, the Crown in the right of New South Wales or their respective officers, agents, servants, contractors or employees.
4. The Leaseholders agree to indemnify those indemnified under these clauses despite that any such liability, claim, action, loss, damage or expense resulted from any act or thing that the Leaseholders may be authorised or obliged to do under the Agreement.
5. The Leaseholders further agree that the obligation of the Leaseholders under these clauses will continue after the expiration or other determination of the Agreement in respect of any act, deed, matter or thing happening before such expiration or determination.

6. If for any reason the Leases are forfeited or surrendered under the *Crown Land Management Act 2016* then the Leaseholder must, within 90 days of the date of such forfeiture or surrender:
- (a) comply with any requirement under the *Biodiversity Conservation Act 2016* to relinquish any rights issued in relation to the Agreement;
 - (b) pay any penalty under the *Biodiversity Conservation Act 2016* for failure to comply with any requirements under the *Biodiversity Conservation Act 2016*;
 - (c) do all acts and things which are necessary to have the Agreement terminated in accordance with the provisions of the *Biodiversity Conservation Act 2016*, including relinquishment of rights issued in relation to the Agreement and declaration of termination of any obligation in relation to the Agreement on the Land. This may include (but is not limited to):
 - provision of consent to the termination of the Agreement;
 - preparation and submission of a request to the Minister for Environment and Energy for the termination of the Agreement in accordance with Section 5.10(7) of the *Biodiversity Conservation Act 2016*, including preparing the form and paying the application fee;
 - provision of offset requirements if the Agreement is terminated under Section 5.10(3) and Section 5.10(4) of the *Biodiversity Conservation Act 2016*; and
 - payment of any penalty in order to satisfy all conditions under the *Biodiversity Conservation Act 2016* for the termination of the Agreement in relation to the Land
7. The Leaseholders agree to provide the Department with the date/s of any reporting period for the Agreement.
8. The lease must only be used for the purpose of **Conservation**



File No:WLL3741-1#01