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NR 608

1. Nature of request REQUEST TO REGISTER STANDARD TERMS DOCUMENT.	Lodger (Name, address, E-mail & phone number) Noosa Shire Council PO Box 141 Tewantin, Q, 4565 Ph: 5329 6593	Lodger Code
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2. Lot on Plan Description	County	Parish	Title Reference
n/a			

3. Registered Proprietor/State Lessee
n/a

4. Interest
n/a

5. Applicant
NOOSA SHIRE COUNCIL

6. Request
I hereby request that: PURSUANT TO S169 OF THE LAND TITLE ACT 1994 THE ATTACHED STANDARD TERMS DOCUMENT CONTAINING EASEMENT COVENANTS FOR NOOSA SHIRE COUNCIL BE REGISTERED.

7. Execution by applicant

Brett DeChastel CEO Noosa Shire Council

12/2/2014.

Execution Date

Applicant's or Solicitor's Signature

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

Title Reference

The Grantor hereby grants to the Grantee:

1. The full and free right at all times to allow the uninterrupted flow of creek, river and rain water and drainage of all kinds inclusive of stormwater runoff flowing in concentration either continuously, intermittently or occasionally (all of which is hereinafter called "surface water") over and along the surface of the land more particularly described as the servient tenement in the attached Easement.
2. The full free right and liberty at all times to enter upon and to go pass and repass over and along the servient tenement with or without engineers, surveyors, servants, agents, licensed contractors, subcontractors, workmen and others authorised by the Grantee and with or without vehicles, equipment, machinery, tools and materials for the purpose of operating, inspecting and patrolling the servient tenement.
3. The right at all times to construct and lay in, on or under the servient tenement and subsequently to use and keep constructed and maintain any drain or drains, pipe or pipes, conduits and channels for the purposes of passing or conveyance of rain water and waste.
4. The right to obtain access for the purpose of obtaining access to the said drains, pipes, conduits and channels and for the purpose of constructing, inspecting, cleansing, repairing and replacing such drains, pipes, conduits and channels and doing all other acts that may be reasonably necessary or expedient.
5. The right to dig into, erect scaffolding upon and to open up and break up the soil of the servient tenement and to bring and place in and upon the servient tenement such materials, machinery, equipment, tools and articles as may be necessary to any of the purposes authorised in this Easement and without limiting the foregoing all types and sizes of digging, excavating and earth moving equipment or machinery as considered reasonably necessary by the Grantee to carry out all or any of the work or purposes set out in this Easement.

AND THE GRANTOR AND GRANTEE MUTUALLY CONVENANT AND AGREE as follows:

6. The Grantee will cause as little inconvenience to owners and occupiers for the time being of the servient tenement and will not be held responsible for any damage or inconvenience except such as results from the negligence of the Grantee, its employees, contractors or agents.
7. The Grantor will not construct, erect or install buildings, improvements, pipes, wires, cables or other services of a fixed or permanent nature (hereinafter called "fixed improvements") on or over or under the servient tenement without the consent of the Grantee.
8. The Grantor will not nor will the Grantee allow or permit -
 - 8.1 Any obstruction, interruption, impeding, hampering or interference with, diversion, scouring, change or alteration in or to the flow of stormwater drainage above, through or under the easement at any time;
 - 8.2 Any obstruction, interruption, impeding, hampering or interference with the Council's drainage powers;
 - 8.3 Any ponding, storage, retention or deviation of stormwater drainage on, through or under the easement caused by or consequent upon -
 - 8.3.1 Any use to which the easement may be put; or
 - 8.3.2 The erection, raising, making, placing of or suffering to stand or to remain, any buildings, fences, walls, structures (whether of the class just mentioned or not), paving or vegetation (except grass which is kept properly mown at all times), trees and anything whatsoever upon the easement; or
 - 8.3.3 Any alteration in the level or gradient of the easement or any change to the surface of the easement or to the natural or artificial features of the easement which divert, contain or assist in containing the flow of stormwater drainage on, under or through the easement;

other than is or are permitted in writing by the Council or its Chief Executive Officer and only upon such terms and conditions as the Council or its Chief Executive Officer may impose or stipulate in the event of such permission being granted.

Title Reference

9. In the event of a breach by the Grantor of this covenant the Grantee may in its absolute discretion without notice to the Grantor demolish and/or remove any such fixed improvements and in such event the Grantee will not be liable to the Grantor for re-instatement, restitution, damages, compensation or otherwise for or by virtue of the exercise of its rights under this covenant.
10. In the event of a breach of this covenant by the Grantor the Grantor will indemnify the Grantee against all costs and expenses of any nature or kind incurred or expended by the Grantee in carrying out any work necessitated by or arising out of any breach on the part of the Grantor of this Covenant.
11. For all or any of the purposes aforesaid the Grantee, its surveyors, engineers, servants, agents, licensees, contractors, sub-contractors, workmen and others authorised by it with or without any materials, machinery, equipment, tools, earthmoving equipment and other vehicles and things laden or unladen, will have the right to use such lands of the Grantor immediately adjacent to the said land as may be reasonably required by the Grantee in connection with all or any of the purposes aforesaid.
12. Subject to the provisions and covenants as aforesaid the Grantor may use the servient tenement and 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.
13. The Grantee is not required to contribute to the cost of maintaining the surface level of the servient tenement.
14. The costs, charges and expenses of and incidental to the preparation of these presents, including stamp duty and registration fees payable thereon will be borne and paid by the Grantor.