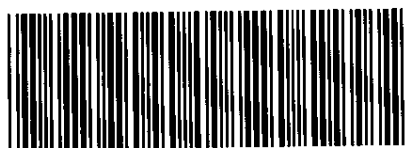


QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 4



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NO FEE

12/02/2014 14:40

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

2. Lot on Plan Description

n/a

County

Parish

Title Reference

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

10 / 2 / 2014

Execution Date

Brett DeChastel
.....
Applicant's or Solicitor's Signature

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

Title Reference

1. Parties

In this Document:

- 1.1 "Grantee" means the party names 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 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 and where identified by Council as being required only for Council drainage purposes.

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
- 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.

Title Reference

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 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;
- 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

Title Reference

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.