

Dealing Number



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1. Grantor COLBAR STREET DEVELOPMENTS PTY LTD ACN 662 918 747	Lodger (Name, address, E-mail & phone number) Lodger Code Cranston McEachern Level 8, 388 Queen Street Brisbane Qld 4000 07 248 0888 68A
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2. Description of Easement/Lot on Plan Servient Tenement (burdened land) EASEMENT A ON LOT 95 SP 347703 #Dominant Tenement (benefited land) NOT APPLICABLE # Insert "Not applicable" if easement in gross		Title Reference TO ISSUE FROM 5090965
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3. Interest being burdened FEE SIMPLE	#4. Interest being benefited NOT APPLICABLE # Select "Not applicable" if easement in gross
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5. Grantee Given names	Surname/Company name and number TOOWOOMBA REGIONAL COUNCIL	(include tenancy if more than one)
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6. Consideration \$1.00	7. Purpose of easement WATER PIPELINE
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8. Grant/Execution

The Grantor for the above consideration grants to the Grantee the easement over the servient tenement for the purpose stated in item 7 and the Grantor and Grantee covenant with each other in terms of: - *the attached schedule; ~~the attached schedule and document no. _____~~; *document no. _____.

* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

.....signature

.....full name

.....qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

.....signature

.....full name

.....qualification

Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

/ /
Execution Date

.....
Grantor's Signature

/ /
Execution Date

.....
Grantee's Signature

Title Reference [TO ISSUE FROM 5090965]

1. The Grantee has the right to enter upon the servient tenement for the purposes of constructing, using and maintaining drains and pipelines for the purpose of conveying water through the servient tenement.
2. The Grantee and its employees, agents and other authorised persons has the right to :-
 - 2.1 construct, add to, remove, inspect, maintain and repair the drains, pipelines and to lay new pipelines in addition or in substitution;
 - 2.2 do all such other works and things through, across, in or under the servient tenement as are incidental to the proper exercise of the rights granted;
 - 2.3 clear and keep clear the servient tenement by any means or method and to cut and remove timber, trees and undergrowth from the servient tenement and to burn off such timber, trees and undergrowth;
 - 2.4 construct and maintain such access tracks, gates and works as the Grantee may consider necessary on the servient tenement;
 - 2.5 ingress and egress to and from the servient tenement, over the land of the Grantor adjoining or adjacent to the servient tenement to permit access to the nearest surveyed road or to another point on the land of the Grantor as the Grantee consider is convenient or necessary to obtain access to and from the servient tenement;
 - 2.6 for the purposes of gaining access to the servient tenement the Grantee is entitled to :-
 - (a) destroy and remove any buildings or structures on the servient tenement (in which case it is not liable for any damage or to reinstate), and
 - (b) pull down or break open any fencing or other improvements on adjacent to, the servient tenement. The Grantee must re-instate [with materials and workmanship not less than the quality of the materials and workmanship in the existing fence] any fences so damaged.
3. All pipes, equipment and fittings installed in or placed upon the servient tenement remain the property of the Grantee.
4. The Grantor must not at any time :-
 - 4.1 erect any buildings or structures (other than fences) on the servient tenement or any part thereof or otherwise permit the servient tenement or any part thereof to be used in such a way as to obstruct or interfere with the said drain, drains, pipeline or pipelines and the proper and effective use thereof by the Grantee;
 - 4.2 remove or stockpile (or permit the removal or stockpiling of) any soil, sand, gravel, or other substance or material on 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 drain, drains, pipeline or pipelines or the proper and effective use thereof by the Grantee; or
 - 4.3 interfere with, damage, or destroy any vegetation (excluding regular mowing of grass, and removal of weeds and other pest species) that may serve a useful purpose in reducing erosion of the servient tenement without the Grantees consent.
5. The benefit and burden of the easement hereby granted passes with and binds the servient tenement so as to inure to and bind all persons deriving title from and under the Grantee and Grantor. The Grantor will whenever required by the Grantee at the expense of the person or persons requiring the same execute and do all such assurances and acts whatsoever for the further and more effective carrying into effect and conferring the Easement but not so as to render the Grantor liable to be called upon by the Grantee to contribute towards the maintenance and upkeep of the works laid or constructed through or under the servient tenement.
6. The Grantee indemnifies and agrees to keep indemnified the Grantor in respect of any damage, loss or injuries suffered by the Grantor and arising out of negligent use of the servient tenement by the Grantee its servants agents or any other person authorised by the Grantee.
7. The Grantee's statutory obligation (if any) to contribute to upkeep of the easement is excluded. The parties agree that subject to clause 4 there is no obligation on the Grantor to maintain the easement in any particular state.