

REGISTRATION CONFIRMATION STATEMENT

DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Dealing Registered:

Date: 22/09/2016 at 13:28

STANDARD TERMS DOCUMENT No 717513492

Lodgement No: 3885063
Office: NAMBOUR

Email: legals.nambour@sunshinecoast.qld.gov.au
SUNSHINE COAST REGIONAL COUNCIL
LOCKED BAG 72
SCMC QLD 4560

QUEENSLAND TITLES REGISTRY

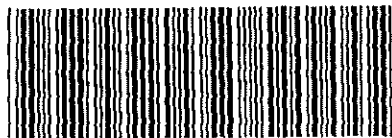
GENERAL REQUEST

Land Title Act 1994, Land Act 1994 and Water Act 2000

Duty Imprint

FORM 14 Version 4

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NO FEE


14/09/2016 14:03

NR 608

1. Nature of request REQUEST TO REGISTER STANDARD TERMS DOCUMENT	Lodger (Name, address, E-mail & phone number) SUNSHINE COAST REGIONAL COUNCIL LOCKED BAG 72, SUNSHINE COAST MC NAMBOUR QLD 4560 TEL. 5441 8394 SP:LS7034 legals@sunshinecoast.qld.gov.au	Lodger Code NR 040
2. Lot on Plan Description NOT APPLICABLE	Title Reference	
3. Registered Proprietor/State Lessee NOT APPLICABLE		
4. Interest NOT APPLICABLE		
5. Applicant SUNSHINE COAST REGIONAL 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 SUNSHINE COAST REGIONAL COUNCIL BE REGISTERED.		
7. Execution by applicant		

24 / 09 / 2016

Execution Date


 SOPHIE PARAS, SOLICITOR

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:

- "Council" means Sunshine Coast Regional Council
- "Grantee" means the party names in Item 5 of the Form 9
- "Grantor" means the party named in Item 1 of the Form 9
- "Servient Tenement" means the land described as such in Item 2 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, natural or revegetated constructed channels, stormwater quality improvement devices, constructed or natural wetlands, vegetated riparian areas, water bodies, flood storage and conveyance areas and natural 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 including where identified by Council as being required only for interallotment drainage purposes.

3. Obligations of Grantor

3.1 Subject to clause 4, the Grantor, at its own expense, must:

- (a) install any Relevant Works, as may be required from time to time by the Grantee;
- (b) maintain the Relevant Works;
- (c) undertake any works required by Council to ensure the Servient Tenement and the Relevant Works continue to function appropriately having regard to the drainage, floodplain management or water quality improvement purpose for which it was established;

in accordance with the requirements of Council and to Council's complete satisfaction.

3.2 Where the Grantor does not fulfil its obligations under this clause, then Council may undertake those works at the expense of the Grantor.

4. Rights of Grantee

4.1 The Grantee has full and free right and liberty at all times hereafter to:

- (a) install Relevant Works;
- (b) enter upon the Servient Tenement for the purposes of inspecting and, where required under this Document, maintaining such Relevant Works as it considers appropriate. In so doing, the Grantee may, by its employees, agents and other persons authorised by it, deepen, widen, cleanse, maintain and repair the Relevant Works and when and where it deems fit, require the Grantor to remove and replace the Relevant Works with new Relevant Works (whether of a similar nature to those replaced or not);
- (c) 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;
- (d) remove and dispose of spoil created as a consequence of exercising its rights hereunder;
- (e) 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;

Title Reference

- (f) 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;
- (g) 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;
- (h) 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
- (i) *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.*

5. Property of Relevant Works

- 5.1 Subject to clause 5.2, all Relevant Works are and remain the property of the Grantor and the Grantor is solely responsible for the operation and maintenance of all Relevant Works.
- 5.2 The Grantee may elect, by notice in writing to the Grantor, to maintain the Relevant Works where the Grantee has identified the Relevant Works as being a Council asset.
- 5.3 Despite the responsibility of the operation and maintenance of the Relevant Works resting with the Grantor, the Grantee has the right to require the Grantor to undertake all necessary works to ensure the Servient Tenement fulfils its purpose for drainage.

6. Fencing

- 6.1 The Grantor must ensure that any fencing installed over the Servient Tenement does not impede the flow of water and the use of the area for drainage.
- 6.2 The Grantee has the right to demand the removal of any fencing that impedes the flow of water and the use of the area for drainage.

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 allow or permit any obstruction, interruption, impeding, hampering or interference with the Grantee's powers;
- 7.4 any ponding, storage, retention or deviation of the Relevant Works on, through or under the Servient Tenement;
- 7.5 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;

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7.6 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. Environmental Management on the Servient Tenement

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

8.1 plant any native or exotic trees, shrubs or other vegetation that will interfere with the use of the Servient Tenement for drainage purposes:

8.2 discharge any treated or untreated human, animal, commercial or industrial effluent onto, over, through or under the Servient Tenement.

9. Removal of Unauthorised Structures etc

9.1 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:

- (a) demand the Grantor remove or demolish the matter; or
- (b) enter the Servient Tenement and remove or demolish the matter at the Grantor's expense.

9.2 If the Grantee acts in accordance with clause 9.1, then;

- (a) 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 for same; and
- (b) 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.

10. Damage to Structures etc.

10.1 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:

- (a) is not otherwise responsible for any damage to or destruction of any matter in the course of exercise of its rights hereunder;
- (b) is not under any obligation to reinstate, repair or replace any matter damaged or destroyed in consequence of exercise of its rights hereunder. 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 is practical having regard to the nature of the matter damaged or destroyed and the work that the Grantee has done;
- (c) 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 9, 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 and 8 or otherwise); and
- trees and plants within the Servient Tenement.

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11. 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.

12. 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 Grantee to accept any liability to contribute towards the maintenance and upkeep of the Relevant Works.

13. 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.