

Dealing Number

Duty Imprint



OFFICE USE ONLY

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

| | | |
|-------------------|---|--------------------|
| 1. Grantor | Lodger (Name, address, email & phone number) | Lodger Code |
|-------------------|---|--------------------|

| | |
|---|------------------------|
| 2. Description of Easement/Lot on Plan | Title Reference |
|---|------------------------|

Servient Tenement (burdened land)
Easements L and M in SP#
*Dominant Tenement (benefited land)
Lease #
* not applicable if easement in gross

| | |
|---|--|
| 3. Interest being burdened Fee Simple | 4. # Interest being benefited Lease # # not applicable if easement in gross |
|---|--|

| | | | |
|-------------------|---|---------------------------------|------------------------------------|
| 5. Grantee | Given names | Surname/Company name and number | (include tenancy if more than one) |
| | The State of Queensland (represented by ##) | | |

| | |
|--------------------------------|---|
| 6. Consideration \$1 | 7. Purpose of easement Access |
|--------------------------------|---|

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.

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)

/ /
Execution Date

.....
Grantor's Signature

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

.....
Grantee's Signature

Title Reference [#]

1. Definitions and Interpretation

1.1 Definitions

In this easement, unless the subject matter or context otherwise requires:

Authorised Users includes:

- (a) the Grantee; and
- (b) the Grantee's sublessees, visitors, customers, invitees, employees, workmen and agents of those persons specified in paragraphs (a) and (b).

Benefited Land means the land described in Item 2 of the Form 9 and includes any part of the Benefited Land.

Form 9 means the Form 9 Easement to which this schedule is attached.

Grantor includes:

- (c) the successors in title and assigns of the Grantor; and
- (d) the registered owner for the time being of the Burdened Land or any land of which it may from time to time form part.

Burdened Land means the land described in Item 2 of the Form 9 and includes any part of the Burdened Land.

1.2 Interpretation

In the interpretation of this easement, unless the context or subject matter otherwise requires:

- (a) headings have been included for ease of reference and guidance and this easement shall be construed without reference to them;
- (b) the singular number Includes the plural and vice versa;
- (c) words importing persons include companies and corporations and vice versa;
- (d) a reference to a specific time means the time in Queensland;
- (e) a reference to a party includes its executors, administrators, successors and permitted assigns;
- (f) words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;
- (g) a reference to any legislation or statutory instrument or regulation is construed in accordance with the *Acts Interpretation Act 1901* (Cth) or the equivalent State legislation, as applicable; and
- (h) 'including' when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

2. Grant of Easement

2.1 Purpose - Access and Right of Way

The Grantor grants to the Grantee and the Authorised Users the full and free right and liberty for the Grantee and the Authorised Users to pass and repass by:

- (a) motor vehicle;
- (b) foot; and

Title Reference [#]

- (c) bicycle,

over, along and upon the Burdened Land for access to and from the Benefited Land in common with the Grantor and all other persons from time to time lawfully using or enjoying the Burdened Land.

2.2 Unrestricted access

The Grantee may exercise its rights under clause 2.1:

- (a) with or without any type of vehicle (provided the vehicle is not of a size or weight likely to damage any roadway or other improvements on the Burdened Land);
- (b) without the need for prior notice; and
- (c) at all times of the day and night.

2.3 No obstruction to Access and maintenance

- (a) Subject to clause 2.3(b), the Grantor must not act, or omit from acting, in any manner that interferes with the exercise of any rights granted by this easement.
- (b) The Grantor and the Grantee acknowledge and agree that the Redland City Council is responsible for the maintenance of the Burdened Land.

3. Miscellaneous

3.1 Risk and Indemnity

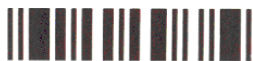
- (a) The exercise of the Grantee's powers, rights and liberties herein and the use of the easement and the Burdened Land shall be at the risk of the Grantee except to the extent of the Grantor or occupier of the Burdened Land or their respective invitees, employee's, agent's or contractor's negligent or wilful acts or omissions.
- (b) The Grantee releases and indemnifies the Grantor against any claim against the Grantor arising from or associated with use of the easement, except to the extent such claim is caused by or contributed to by the negligence or wilful act or the omission of the Grantor or occupier of the Burdened Land or their respective invitees, employees, agents or contractors.

3.2 Reasonable assistance

- (a) The Grantor and the Grantee will, when reasonably required to do so, produce or procure the production of any certificate of title, consent or other document required to enable registration of this easement.

[##NOTE – THE PROVISIONS OF THIS EASEMENT ARE SUBJECT TO DTMR REVIEW AND COMMENT##]

Dealing Number



OFFICE USE ONLY

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information, see the Department's website.

1. **Grantor** **Lodger** (Name, address, E-mail & phone number) **Lodger Code**

2. **Description of Easement/Lot on Plan** **Title Reference**

Servient Tenement (burdened land)

Easement L on SP#

Easement N on SP#

#Dominant Tenement (benefited land)

NOT APPLICABLE

not applicable if easement in gross

3. **Interest being burdened** #4. **Interest being benefited**

NOT APPLICABLE

not applicable if easement in gross

5. **Grantee** Given names Surname/Company name and number (include tenancy if more than one)
Redland City Council

6. **Consideration** 7. **Purpose of easement**
Public Utility Easement for Right of Way

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.

* 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)

/ /
Execution Date

.....
Grantor's Signature

..... 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

.....
Grantee's Signature

Title Reference []

Grant of Easement

1. The Grantor together with the Grantor's successors and assigns hereby grants and transfers to the Council together with the Council's successors and assigns the easement over the servient tenement upon the covenants set out in this schedule.

Meaning of Terms

2. The following words have the following meanings when used in this schedule:
 - 2.1 "Access" means a right for the Council, Council's Authorised Users and members of the public to enter upon, remain, pass and repass over the surface of the Servient Tenement at any time on foot or on bicycles for the purpose of them having the right of way across the Servient Tenement and also includes a right for the Council and Council's Authorised Users to bring vehicles onto the Servient Tenement reasonable necessary to carry out the Works.
 - 2.2 "the Council" means the Redland City Council together with the Council's successors and assigns;
 - 2.3 the Council's "Authorised Users" means the Council's employees, agents, contractors and other persons authorised by the Council;
 - 2.4 "the Land" means the land in which the Servient Tenement described in item 2 of the Form 9 (this schedule is annexed to) is contained;
 - 2.5 Servient Tenement means that part of the Land described in item 2 of the Form 9 (this schedule is annexed to) is contained;
 - 2.6 "Works" mean building and maintaining of pedestrian and cycling infrastructure reasonably required in the discretion of Council to facilitate the Access and such other works connected with the grant of this easement.

Grant of Easement

- 3.1 The Council, its Authorised Users and members of the public shall, subject to clause 3.2, have the full and free right and liberty at all times hereafter to enter upon the easement for the purpose of Access.
- 3.2 The rights granted under this easement are not exclusive to the Council.

No obstruction to Access and Maintenance

- 4.1 The Grantor must not act, or omit from acting, in any manner that impedes Access over the easement or otherwise interferes with the exercise of any rights granted by this easement.
- 4.2 Council shall maintain the easement so the Access and associated rights granted hereunder can be enjoyed without interference and the public may have the benefit of the Access.

Title Reference []

4.3 The obligation to maintain includes:-

- (a) keeping the surface of the easement in good order and repair and in a clean and tidy condition;
- (b) repairing and as required, replacing any Works constructed by Council on the easement; and
- (c) to the extent parts of the easement have no Works constructed thereon, the Council undertakes to keep any grass on those areas mown, eradicate weeds and maintain any vegetation.

Rights to Council

5. The Council shall have the full and free right and liberty at all times hereafter to enter upon the easement for the purposes of removing any obstruction to the Access granted over the easement and in so doing, the Council and its Authorised Users have the right to:

- 5.1 Inspect, maintain and repair, clear, and remove obstructions from the surface of the easement;
- 5.2 dig into the easement, and to open and break up the soil of the easement or any part thereof including the sub-surface thereof;
- 5.3 remove and dispose of spoil created as a consequence of the Council exercising its rights hereunder;
- 5.4 clear the easement including cutting and removing timber, trees, shrubs or plants of any description and undergrowth from the easement;
- 5.5 do such other Works and things through, across, in or under the easement as are incidental to the proper exercise of the rights granted to the Council hereunder.

No Structures, trees etc. on Easement

6. The Grantor shall not at any time without the express written permission of the Council:

- 6.1 erect any buildings or structures including fences upon the easement or any part thereof or otherwise permit the easement or any part thereof to be used in such a way as to obstruct or interfere with the Access and associated rights granted hereunder over the easement or interfere with Council's exercise of its rights granted by this easement;
- 6.2 install landscaping, plant trees, shrubs or other vegetation of any description that obstructs or interferes with the Access and associated rights granted hereunder over the easement or interferes with Council's exercise of its rights granted by this easement;
- 6.3 remove or stockpile or permit the removal or stockpiling of any soil, sand, gravel, or other substance or material on the easement or construct any earthworks on the easement which would in any way obstruct or interfere with the Access and associated rights granted hereunder over the easement or interfere with Council's exercise of its rights granted by this easement.

Inconvenience to Grantor

7.1 The Council shall in its sole discretion determine how and in what manner the rights acquired by the

Title Reference []

Council hereunder are exercised.

- 7.2 The Council is not in any event responsible for any inconveniences or disturbance to the Grantor or occupiers of the Land arising out of the course of or by virtue of the exercise by the Council of its rights hereunder.

Removal of Unauthorised Structures etc.

8. If a building structure or other material or thing is erected, placed, found or installed upon the easement in contravention of Clause 6, the Council or an Authorised User may, in addition to any other remedies and after having first given the Grantor reasonable notice of its intention to invoke this clause, enter upon the easement and remove or demolish the relevant matter and, if it does so:

- 8.1 it may dispose of the relevant matter or any resultant demolition materials in such manner as it sees fit without being liable to account to the Grantor (except as provided in clause 8.2); and
- 8.2 it may recover, in any Court of competent jurisdiction, costs actually incurred by it in taking that action (including internal wage and administration costs) less any monies actually received by it as a result of disposing of the relevant matter or any resultant demolition materials.

Fencing

- 9.1 For the purpose of gaining access to the easement the Council shall be entitled to pull down or break open any fencing on the easement or on the Land, adjacent to the easement.
- 9.2 Council shall maintain and repair and if reasonably required, replace the fencing and the gate located along the boundary between the easement and the balance of the Land to provide security for the Grantor and restrict access by the public onto the portion of the Land not encumbered by the easement.

Risk and Indemnity

- 10.1 The exercise of the Council's powers, rights and liberties herein and the use of the easement and the Land shall be at the risk of the Council except to the extent of the Grantor or occupier of the Land or their respective invitees, employee's, agent's or contractor's negligent or wilful acts or omissions.
- 10.2 The Council releases and indemnifies the Grantor against any claim against the Grantor arising from or associated with use of the easement, except to the extent such claim is caused by or contributed to by the negligence or wilful act or the omission of the Grantor or occupier of the Land or their respective invitees, employees, agents or contractors.

Further assurances

11. The Grantor shall execute every deed, instrument or assurance, and do everything, for further or more effectually securing the rights or interest of the Council to or in the Servient Tenement or any part or parts of it under this easement as the Council reasonably requires.

Title Reference []

Costs

- 12.1 The costs and outlays of and incidental to any plan of survey required to be made to identify the Servient Tenement (including registration fees payable on the survey plan) shall be borne and paid by Council.
- 12.2 The Grantor must, upon demand, reimburse Council for costs incurred by Council (including internal wage and administration costs) in taking action or doing work Council or Council's Authorised Users take or do because:-
- (a) the Council has exercised rights, powers and liberties mentioned in clauses 5, 8 and 9 of this easement because there has been a breach of these covenants on the part of the Grantor; or
 - (b) the Grantor has otherwise failed to comply with any obligations on its part hereunder.
- 12.3 If the Grantor fails to reimburse Council for Council's costs, as envisaged by the preceding clause, Council may recover those costs, together with interest, court costs and legal fees on a solicitor and own client basis, as a liquidated debt in any Court of competent jurisdiction.

Public Risk

13. The Council will effect and keep current a public risk liability insurance policy for an amount which the Council considers appropriate to its public liability risk but in any event, for an amount not less than Twenty Million Dollars (\$20,000,000.00).