

1. **Parties**

In this Easement:

- 1.1 "Council" means Sunshine Coast Regional Council and includes the successors in title of the Council.
- 1.2 "Owner" means each registered owner of an interest in the land burdened by the easement and the successors in title of each registered owner.

2. **Relevant Works**

In this Easement, "Relevant Works" means:

- 2.1 "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 Easement Area 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. **Easement Area**

In this Easement, "Easement Area" means the area of land affected by the easement in the lot burdened by the easement.

4. **Rights of Council**

The Council has full and free right and liberty at all times hereafter to enter upon the Easement Area for the purposes of constructing and thereafter forever using and maintaining such Relevant Works as it considers appropriate. In so doing, the Council may, by its employees, agents and other persons authorised by it:

- 4.1 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);
- 4.2 dig into, sink shafts in and erect scaffolding upon the Easement Area and open and break up the soil of the Easement Area or any part thereof including the sub-surface;
- 4.3 remove and dispose of spoil created as a consequence of exercising its rights hereunder;
- 4.4 clear and keep clear the Easement Area by any means or method including cutting and removal of timber, trees and undergrowth from the Easement Area and burning off such timber, trees and undergrowth;
- 4.5 construct and maintain on the Easement Area such access tracks, gates and appurtenant works as it considers necessary;
- 4.6 enter upon and remain, pass and repass on, over and under the Easement Area for all or any of the foregoing purposes with or without vehicles, plant or equipment of any description whatsoever;
- 4.7 do such other works and things through, across, in or under the Easement Area as are incidental to proper exercise of the rights granted to the Council herein;
- 4.8 have the right to use such lands of the Owner immediately adjacent to the Easement Area as may be reasonably required by the Council in connection with all or any of the purposes aforesaid; and
- 4.9 subject to the provisions and covenants as contained herein the Owner may use the Easement Area and the land adjoining the boundaries of the Easement Area for any purpose but only so far as such use will not impede or obstruct or be inconsistent with the rights of the Council.

5. **Property of Relevant Works**

All Relevant Works are and remain the property of the Council notwithstanding any actual or apparent affixation to the Easement Area and the Council is solely responsible for the operation and maintenance of all Relevant Works.

6. **Removal of Fencing**

For the purpose of gaining access to the Easement Area the Council may demolish or break open any fencing on or adjacent to the Easement Area, but where livestock are contained within the fenced area sufficient notice must be given to enable the livestock to be secured.

7. **Reinstatement of Fencing**

In the event that the Council is required to demolish or break open fencing as provided in Clause 6 hereof, the Council 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 Owner'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 Owner and thereafter must be maintained by the Owner.

8. **No Structures etc on Easement Area**

The Owner must not at any time without the written permission of the Council:

- 8.1 erect any buildings or structures upon the Easement Area or otherwise permit the Easement Area 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 Council;
- 8.2 remove or stockpile or permit the removal or stockpiling of any soil, sand, gravel or other substance or material upon the Easement Area or construct any roads, dam walls or other earthworks on the Easement Area which would in any way obstruct or interfere with the Relevant Works and/or the proper and effective use thereof by the Council;
- 8.3 plant any trees, shrubs or other vegetation that will interfere with the Council's rights;
- 8.4 allow or permit any obstruction, interruption, impeding, hampering or interference with the Council's powers;

and in the case where the Relevant Works are for Drainage, allow or permit:

- 8.5 any ponding, storage, retention or deviation of the Relevant Works on, through or under the Easement Area;
- 8.6 any alteration in the level or gradient of the Easement Area or any change in the surface of the Easement Area or to the natural or artificial features of the Easement Area which divert, contain or assist in containing the flow of the Relevant Works on, under or through the Easement Area;
- 8.7 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 Easement Area at any time.

9. **Removal of Unauthorised Structures etc**

If any matter is erected, placed, found or installed upon the Easement Area in contravention of Clause 8 the Council may, in addition to any other remedies and after having given the Owner reasonable notice of its intention to invoke this clause, enter the Easement Area and remove or demolish the matter. If it does so:

- 9.1 it may dispose of the matter or any resultant materials in such manner as it sees fit without being liable to account to the Owner therefor; and
- 9.2 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.

10. **Damage to Structures etc.**

The Council may, in its sole discretion, determine how the rights granted to it under this easement are exercised. The Council must not wilfully damage or destroy any matter to any extent greater than is reasonably necessary to exercise its rights hereunder, but the Council:

- 10.1 except as specified in Clause 7 is not otherwise responsible for any damage to or destruction of any matter in the course of exercise of its rights hereunder;
- 10.2 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 Easement Area 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 Council has done;
- 10.3 is not responsible in any event for inconvenience or disturbance to the Owner or occupiers of the Easement Area 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 Easement Area (whether in contravention of Clause 9 or otherwise); and
- trees and plants within the Easement Area.

11. **Protection of Relevant Works**

The Owner 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 Owner and the Council. 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 Owner to accept any liability to contribute towards the maintenance and upkeep of the Relevant Works.

13. **Maintaining surface level of Easement Area**

The Council is not required to contribute to the cost of maintaining the surface level of the Easement Area.





**WARNING : Folded or Mutilated Plans will not be accepted.  
Plans may be rolled.  
Information may not be placed in the outer margins.**

(Dealing No.)

Registered

s. Lodged by

(Include address, phone number, reference, and Ledger Code)

**1. Certificate of Registered Owners or Lessees.**

I/We \_\_\_\_\_

(Names in full)

\* as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.

\* as Lessees of this land agree to this plan.

Signature of \*Registered Owners \*Lessees

\* Rule out whichever is inapplicable

**2. Planning Body Approval**

\* Sunshine Coast Regional Council hereby approves this plan in accordance with the:  
%

Dated this \_\_\_\_\_ day of \_\_\_\_\_

\* Insert the name of the Local Government. % Insert Integrated Planning Act 1997 or  
# Insert designation of signatory or delegation Local Government (Planning & Environment) Act 1990

**3. Plans with Community Management Statement :**

CMS Number :

Name :

13-053

**4. References :**

Dept File :  
Local Govt :  
Surveyor : 324400.C0

Existing			Created		
Title Reference	Lot	Plan	New Lots	Road	Secondary interests
50310559	31	SP124219	-	-	Emt J

ADMINISTRATIVE ADVICES ALLOCATIONS	
Administrative Advice	Lots to be Encumbered
NIR 714085754 (Acquisition of Land Act 1967)	NIR satisfied by Emt J on this plan.

12. Building Format Plans only. I certify that: * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or roads. * Part of the building shown on this plan encroaches onto adjoining * lots and road	
Lots	Orig
7. Orig Grant Allocation:	
8. Map Reference : 9544-44323	
Licensed Surveyor/Director * Date * delete words not required	
9. Parish: MAROOCHY	13. Lodgement Fees :
10. County: CANNING	Survey Deposit \$ .....
	Lodgement \$ .....
	New Titles \$ .....
	Photocopy \$ .....
	Postage \$ .....
	TOTAL \$ .....
14. Insert Plan Number	
SP258994	

11. Passed & Endorsed :  
Sunshine Coast Survey & Planning  
By: Pty. Ltd. ACN 091 809 433  
Date: 25.7.2013  
Signed: *[Signature]*  
Designation: Cadastral Surveyor

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**13. Maintaining surface level of Easement Area**

The Council is not required to contribute to the cost of maintaining the surface level of the Easement Area.

**Hodge Robert**

**From:** Hodge Robert  
**Sent:** Monday, 25 February 2013 9:02 AM  
**To:** 'Paul Brockwell'  
**Subject:** RE: Proposed Resumptions by Sunshine Coast R/C at Bli Bli

Thanks for that, Paul.

Council's comments on the first concern raised in my email of 1/2/13 (relating to the watercourse issue) are now awaited.

Bob Hodge  
 Principal Property Officer  
 Property Services (Operations Support)  
 Department of Natural Resources and Mines  
 Level 12, Mineral House, 41 George Street, Brisbane  
 PO Box 15216, City East Q 4002  
 Telephone: 07 3330 6383 Facsimile: 07 3247 4525  
 Email: [robert.hodge@dnrm.qld.gov.au](mailto:robert.hodge@dnrm.qld.gov.au)

**From:** Paul Brockwell [mailto:[Paul.Brockwell@sunshinecoast.qld.gov.au](mailto:Paul.Brockwell@sunshinecoast.qld.gov.au)]  
**Sent:** Friday, 22 February 2013 5:02 PM  
**To:** Hodge Robert  
**Subject:** FW: Proposed Resumptions by Sunshine Coast R/C at Bli Bli

Bob,

With reference to your email 01 February, Council has taken suggested easement document amendments on board  
 Please see attached proposed revised document

Regards,

Paul Brockwell | Manager Property  
 Property and Business | Finance and Business  
 Sunshine Coast Council  
 T: 07 5441 8918 F: 07 5441 6091  
 E: [paul.brockwell@sunshinecoast.qld.gov.au](mailto:paul.brockwell@sunshinecoast.qld.gov.au)  
 Address: Locked Bag 72 - Sunshine Coast Mail Centre Qld. 4560.  
 (Corner Currie & Bury Streets Nambour)  
 Web site: [www.sunshinecoast.qld.gov.au](http://www.sunshinecoast.qld.gov.au)

Sunshine Coast  
 Council



To find out more about the Sunshine Coast Council, visit your local office at Caloundra, Maroochydore, Nambour or Tewantin or visit us online at [www.sunshinecoast.qld.gov.au](http://www.sunshinecoast.qld.gov.au). If correspondence includes personal information, please refer to [Council's Privacy Policy](#)

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*Correct!*

Title Reference

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