

Title Reference **to issue out of**

This is the Schedule referred to in the Form 9 Easement between [##] ('Grantor') and BRISBANE CITY COUNCIL ('Grantee'). The Grantor and Grantee DO HEREBY COVENANT AND AGREE with each other in the following terms:

**1. Definitions and Interpretation**

1.1. In this Easement, unless the context otherwise requires:

- (a) **Authorised Persons** means employees, officers, agents, contractors, subcontractors, licensees and other persons claiming by, through or under the Grantee.
- (b) **Easement** means this document (which includes the Form 9 and this Schedule).
- (c) **Obstructions** means buildings, fences, walls, structures, (whether of the class just mentioned or not) or pavings.
- (d) **Plant and Equipment** means vehicles, equipment, machinery, tools and materials.
- (e) **Relevant Works** means underground drains, pipes, conduits and channels for the passage or conveyance of Stormwater Drainage and all manholes, manhole chambers, inlets, equipment and fittings in connection with or for the accommodation of any adjoining or neighbouring property or otherwise in the execution of the Grantee's drainage powers.
- (f) **Servient Tenement** means the land described as such in Item 2 of the Form 9.
- (g) **Stormwater Drainage** means rain water and associated drainage and stormwater run-off flowing in concentration either intermittently or occasionally.
- (h) The expression 'the Grantee' shall include the successors of the Grantee.
- (i) The expression 'the Grantor' shall include the respective transferees and assigns of the Grantor and the registered proprietor, owner (and their respective successors, executors, administrators and assigns as the case may be) and the occupier for the time being of the Servient Tenement.
- (j) Words importing the singular number include the plural number and vice versa and words importing any gender include the other genders and words importing only persons include corporations and/or associations and/or bodies and vice versa in each respective case.

**2. Grant of Easement**

2.1. The Grantor hereby grants and transfers to the Grantee an easement for the full and free right and liberty at all times to enter upon the Servient Tenement to have, lay, construct and then forever use and maintain any such Relevant Works on, over, through or under the Servient Tenement as the Grantee considers appropriate as well as obtaining free and uninterrupted access to the Servient Tenement and any works or things located on or within the Servient Tenement.

**3. Rights of Grantee**

- 3.1. The Grantee and its Authorised Persons may, enter upon the Servient Tenement with full, free, uninterrupted access, right and liberty at all times:
- (a) for the purposes of installing any Relevant Works;
  - (b) for the purposes of changing the size and number of, operating, inspecting, patrolling, altering, removing, replacing, reconstructing and/or repairing the Relevant Works;

**Title Reference** **to issue out of**

- (c) to enter upon and remain, pass and repass over, along and under the Servient Tenement or any part thereof with all Plant and Equipment considered necessary by the Grantee to undertake any Relevant Works;
- (d) to dig into, sink shafts in, erect scaffolding upon and to open and break up the soil of the Servient Tenement or any part thereof (including the subsurface and the surface) and to bring and place Plant and Equipment in and upon the Servient Tenement or any part thereof; and
- (e) to do such other incidental works and things through, across, in or under the Servient Tenement as the Grantee shall in its discretion think fit.

3.2. The Grantee will in exercising the Grantee's rights under clause 3.1 cause as little damage as possible. The Grantee will only be responsible or held liable for such damage or inconvenience to the owners, or occupiers for the time being, of any part of the land of which the Servient Tenement forms part or any subdivision thereof as may be caused or suffered by reason only of the neglect or default of the Grantee and its Authorised Persons.

3.3. For all or any of the above purposes, the Grantee and its Authorised Persons with or without Plant and Equipment, may have the right to use such land of the Grantor immediately adjacent to the Servient Tenement as may reasonably be required by the Grantee in connection with all or any of the said purposes.

**4. Grantor's obligations**

4.1. Notwithstanding the generality of the foregoing, the following provisions shall apply:

- (a) the Grantor shall not:
  - (i) erect any Obstructions; or
  - (ii) erect, permit or suffer to remain any Obstructions on the land of the Grantor immediately adjacent to the Servient Tenement;

whereby the rights of the Grantee set out in this Easement are materially restricted or diminished unless and to the extent only that any such Obstructions are permitted in writing by the Grantee and only on such terms and conditions as the Grantee may impose or require in the event of such permission being granted.

- (b) In the event the Grantor acts or omits to act or suffers an act or omission in contravention of the provisions contained or implied in this Easement, the Grantee may if it chooses to in its absolute discretion, but is under no obligation to:
  - (i) demolish, remove or otherwise dispose of any Obstruction or thing whatsoever at any time on or in the Servient Tenement in contravention of the foregoing provisions; or
  - (ii) issue a notice in writing to the Grantor to rectify any breach of its obligations under this Easement by undertaking works including, but not limited to, the works detailed in item (i) above;

at the cost of the Grantor.

**5. Costs**

- (a) The Grantor is responsible for the cost of complying with the Grantor's obligations set out above including where the Grantor acts or omits to act or suffers an act or omission in contravention of the provisions contained or implied in this Easement, and for the costs, charges and expenses of and incidental to the preparation, stamping and registration of this Easement.
- (b) The Grantee is responsible for the cost associated with the Rights of the Grantee as set out above and is not required to contribute to the cost of maintaining the surface level of the Servient Tenement.