

Dealing Number



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1. **Grantor** THE BRISBANE GOLF CLUB INC **Lodger** (Name, address, E-mail & phone number) **Lodger Code**

2. **Description of Easement/Lot on Plan** **Title Reference**
Servient Tenement (burdened land)
Easement [##] on SP [##] in Lot 1 on RP 37700, Lot 2 on RP 37700 and Lot 5 on RP 37701 17094056
*Dominant Tenement (benefited land)
NOT APPLICABLE
* not applicable if easement in gross

3. **Interest being burdened** FEE SIMPLE ***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)
CENTRAL SEQ DISTRIBUTOR-RETAILER
AUTHORITY ABN 86 673 835 011

6. **Consideration** \$1.00 **7. Purpose of easement** SEWERAGE

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

THE BRISBANE GOLF CLUB INC

..... signature

.....name

.....position

Execution Date

Grantor's Signature

Executed by **CENTRAL SEQ DISTRIBUTOR-RETAILER AUTHORITY** by its delegate under section 53 of the *South-East Queensland Water (Distribution and Retail Restructuring) Act 2009*

..... signature

.....name

.....position

Execution Date

Grantee's Signature

Witnessing Officer

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

Title Reference 17094056

1. Parties grant Easement on Standard Terms

The parties agree that this Easement is granted on the terms of Standard Terms Document no. 718657873 (**Standard Terms**), except as modified by clause 2.

2. Amendments

The Standard Terms are amended as follows:

(a) A new clause 15 is included as follows:

15. Damage to Relevant Works

If the Relevant Works in the Easement Area are defective, inoperative or damaged, the Grantee must:

- (a) *rectify or repair the relevant defective, inoperative or damaged Relevant Works where necessary to avoid or rectify any reasonably likely or actual damage to the Grantor's Land including any Improvements; and*
- (b) *carry out any associated repairs to the Grantor's Land including any Improvements,*

within a reasonable time (having regard to the circumstances) of becoming aware of the relevant matter.

(b) A new clause 16 is included as follows:

16. Indemnity

*The Grantee indemnifies the Grantor from and against any proceedings, claims, demands, costs, losses, damages and expenses (**Claim**) the Grantor sustains or incurs relating to:*

- (a) *any injury or death to any person on the Grantor's Land; or*
- (b) *loss, damage or injury to property on the Grantor's Land (including the Improvements),*

where caused or contributed to by the negligence of the Grantee or the Grantee's Authorised Persons, except to the extent that the Grantor caused or contributed to the Claim by an act, negligence or breach of this Easement by the Grantor or the Grantor's Authorised Persons.

(c) Clause 8(b) is amended such that "Grantor" is replaced with "Grantee".