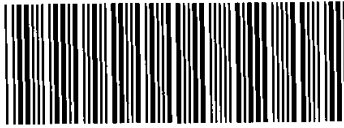


QUEENSLAND TITLES REGISTRY  
Land Title Act 1994, Land Act 1994 and Water Act 2000

**GENERAL REQUEST**

Duty Imprint **FORM 14** Version 4  
Page 1 of 13

*Dealing Number*



**720963436**

**NO FEE**  
23/07/2021 15:12

**GC 608**

|  |   |                                    |
|--|---|------------------------------------|
| <b>1. Nature of request</b><br>REQUEST TO REGISTER STANDARD TERMS DOCUMENT<br>FOR EASEMENT | <b>Lodger</b> (Name, address, E-mail & phone number)<br>MINTER ELLISON GOLD COAST<br>PO Box 11<br>VARSITY LAKES QLD 4227<br>meaghan.brodie@minterellison.com<br>Ref: BNM:RAS:MZB:389936 | <b>Lodger Code</b><br><b>GC:62</b> |
|--|---|------------------------------------|

|                                   |                        |
|-----------------------------------|------------------------|
| <b>2. Lot on Plan Description</b> | <b>Title Reference</b> |
| NOT APPLICABLE                    |                        |

**3. Registered Proprietor/State Lessee**  
NOT APPLICABLE

**4. Interest**  
NOT APPLICABLE

**5. Applicant**  
LOGAN CITY COUNCIL

**6. Request**  
I hereby request that: pursuant to section 318 of the *Land Act 1994* (Qld) the attached Standard Terms Document containing easement covenants for Logan City Council be registered.

**7. Execution by applicant**

23/07/21  
**Execution Date**

  
**Kenneth Geoffrey Petty**  
**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. Definitions and interpretation

1.1 Definitions

In this document:

**Burdened Land** means the servient tenement described in Item 2 of the Form 9 and includes the airspace above that land.

**Council** means Logan City Council and its successors, transferees and assigns.

**Council's Agents** includes the employees, agents, licensees, contractors, sub-contractors and professional consultants of Council.

**Council's Drainage Powers** includes the drainage powers given to Council by its Local Laws, the *Local Government Act 2009* (Qld), the Planning Act, the *Water Supply (Safety and Reliability) Act 2008* (Qld), the *South-East Queensland Water (Distribution and Retail Restructuring) Act 2009* (Qld) and the powers, rights and liberties conferred on Council by this document and any other relevant statute.

**Council's Sewerage Powers** includes the sewerage powers given to Council by its Local Laws, the *Local Government Act 2009* (Qld), the Planning Act, the *Water Supply (Safety and Reliability) Act 2008* (Qld), the *South-East Queensland Water (Distribution and Retail Restructuring) Act 2009* (Qld) and the powers, rights and liberties conferred on Council by this document and any other relevant statute.

**Council's Water Supply Powers** includes the water supply powers given to Council by its Local laws, the *Local Government Act 2009* (Qld), the Planning Act, the *Water Supply (Safety and Reliability) Act 2008* (Qld), the *South-East Queensland Water (Distribution and Retail Restructuring) Act 2009* (Qld) and the powers, rights and liberties conferred on Council by this document and any other relevant statute.

**Deed of Grant** means the deed of grant in trust in favour of Council, as described in the Form 9, the land of which is affected by this document.

**Director** means the Director for the time being of Council's Road and Water Infrastructure Directorate.

**Drain** includes a drain (open or closed), Pipe, conduit or channel (including, if applicable any overland flow path) above or below ground level, with or without embankments, for the passage or conveyance of Stormwater Drainage, Sewage, water or other matter and any manhole, manhole chamber, inlet, any equipment (whether mechanical or otherwise including water reservoirs) and any fittings or works in support of or in connection with it.

**Form 9** means the Form 9 Easement to which this document is being applied to.

**Grantor** means the owner named in Item 1 of the Form 9 and includes the respective transferees and assignees of the Grantor and the registered owner or owners (and their and each of their respective successors, executors, administrators and assigns as the case may be) and the occupier or occupiers for the time being of the Burdened Land and unless inconsistent with the subject matter or context, includes all persons for the time being expressly or impliedly authorised by the Grantor.

**Immediately Adjacent Land** means that part of the remaining land of the Grantor on the lot where the Burdened Land is located, which is reasonably required by Council under **clause 6.1**.

**Land Act** means the *Land Act 1994* (Qld).

**LGR** means the *Local Government Regulation 2012*.

**Minister** means the Minister administering the Land Act.

**Title Reference**

**Pipe** includes a pipe, Drain, conduit or channel above or below ground level for the passage or conveyance of Sewage, Stormwater Drainage, water or other matter and any manholes, manhole chamber, surface box, inlet, valve, main, equipment (whether mechanical or otherwise) and fittings or works in support of or in connection with it.

**Planning Scheme** has the same meaning as in the Planning Act.

**Planning Act** means the *Planning Act 2016 (Qld)*.

**Reserve** means the reserve dedicated under the Land Act, affected by this document.

**Sewage** includes raw or treated sewage and liquids whether foul or not and whether flowing individually or in concentration.

**Stormwater Drainage** means drainage of any kinds and, without limitation, includes rainwater, stormwater, liquid wastes and stormwater runoff and whether flowing individually or in concentration.

**Structure** includes buildings, fences and walls.

**Trustee** means Council being the trustee of the Reserve or under the Deed of Grant (as the case may be).

**Trust Land** means the Deed of Grant land affected by this document.

**1.2 Interpretation**

- (a) In this document unless a contrary intention appears:
- (i) a clause is to a clause in this document;
  - (ii) the singular includes the plural and vice versa;
  - (iii) any gender includes all other genders:
  - (iv) a person includes a firm, a corporation, an association and a body, whether incorporated or not and a government or statutory body or authority;
  - (v) a statute includes statutory instruments under it, and consolidations, amendments, re-enactments or replacements of any of them;
  - (vi) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmission; and
  - (vii) this or any other document includes the document as varied or replaced and is not affected by any change in the identity of the parties.
- (b) The clause headings appearing in this document are inserted for convenience of reference and do not affect the construction of this document.
- (c) If any words are italicised or otherwise printed differently, this has been done for convenience only and does not affect the construction of this document.
- (d) Whenever more persons than one constitutes a party all the covenants, agreements, conditions, restrictions and provisos on the part of that party contained or implied in this document bind those persons jointly and each of them severally.
- (e) This document is in all respects to be interpreted in accordance with the laws of the State of Queensland. The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Queensland, and any courts having jurisdiction to hear appeals from them, and waive any right to object to proceedings being brought in those courts.

Title Reference

- (f) Nothing contained in this document affects, prejudices or derogates from the requirements of any statute or from the rights, powers and authorities of Council under the provisions of any statute or under any declared policy of Council including the rights, powers and authorities of Council as the local government.
- (g) An inclusive definition, or an example or particularisation of a provision, does not limit but may extend that definition or provision.
- (h) Where a word or expression is defined, other parts of speech and grammatical forms of that word or expression have a corresponding definition.
- (i) If at any time a provision of this document is or becomes illegal, invalid or unenforceable in any respect, during that time the illegality, invalidity or unenforceability will not affect or impair the legality, validity or enforceability of any other provision of this document.

## 2. Grant

### 2.1 Drainage Easement

This **clause 2.1** applies if the purpose is 'Drainage' in Item 7 of the Form 9.

The Grantor grants Council the full, free and uninterrupted right and liberty at all times of the day and the night and from time to time at Council's pleasure:

- (a) to enter upon and traverse the Burdened Land for any purpose whatsoever connected with Council's Drainage Powers and whether or not such entry or traversal is for the benefit or detriment of the Burdened Land and whether or not it is for the benefit of the Grantor's land or any neighbouring or other lands;
- (b) to carry out such works on the Burdened Land and do such things including, without limitation, digging, sinking shafts, erecting scaffolding, opening and breaking up the soil both surface and subsurface, placing and operating machinery and equipment, storing soil and gravel, laying Pipes, digging trenches and Drains and laying concrete on or within the Burdened Land as Council in its absolute discretion thinks necessary or desirable for any purpose whatsoever connected with Council's Drainage Powers and whether or not such works and things are:
  - (i) for the benefit or detriment of the Burdened Land; and
  - (ii) are for the benefit of the Grantor's land or any neighbouring or other lands; and
- (c) to permit the uninterrupted flow of Stormwater Drainage and whether flowing continuously, intermittently or occasionally, above or beneath the surface of the Burdened Land, and through or along the Drains or other means including, where applicable creeks, gullies or overland flow paths.

### 2.2 Sewerage Easement

This **clause 2.2** applies if the purpose is 'Sewerage' in Item 7 of the Form 9.

The Grantor grants Council the full, free and uninterrupted right and liberty at all times of the day and the night and from time to time at the Council's pleasure:

- (a) to enter upon and traverse the Burdened Land for any purpose whatsoever connected with the Council's Sewerage Powers and whether or not such entry or traversal is for the benefit or detriment of the Burdened Land and whether or not it is for the benefit of the Grantor's or any neighbouring or other lands;

**Title Reference**

- (b) to carry out such works on the Burdened Land and do such things including, without limiting the generality of the foregoing, digging, sinking shafts, erecting scaffolding, opening and breaking up the soil both surface and subsurface, constructing manholes, placing and operating machinery and equipment, storing soil and gravel, laying Pipes, digging trenches and laying concrete on or within the Burdened Land as Council in its absolute discretion considers necessary or desirable for any purpose whatsoever connected with Council's Sewerage Powers and whether or not such works and things:
  - (i) are for the benefit or detriment of the Burdened Land; and
  - (ii) are for the benefit of the Grantor's land or any neighbouring or other lands; and
- (c) to effect the uninterrupted flow of Sewage and whether flowing continuously, intermittently or occasionally, above or beneath the surface of the Burdened Land and through or along the Pipes.

**2.3 Water Supply Easement**

This **clause 2.3** applies if the purpose is 'Water Supply' in Item 7 of the Form 9.

The Grantor grants to the Council the full, free and uninterrupted right and liberty at all times of the day and the night and from time to time at the Council's pleasure:

- (a) to enter upon and traverse the Burdened Land for any purpose whatsoever connected with the Council's Water Supply Powers and whether or not such entry or traversal is for the benefit or detriment of the Burdened Land and whether or not it is for the benefit of the Grantor's land or any neighbouring or other lands;
- (b) to carry out such works on the Burdened Land and do such things including, without limiting the generality of the foregoing, digging, sinking shafts, erecting scaffolding, opening and breaking up the soil both surface and subsurface, constructing manholes, placing and operating machinery and equipment, storing soil and gravel, laying Pipes, digging trenches and laying concrete on or within the Burdened Land as the Council in its absolute discretion considers necessary or desirable for any purpose whatsoever connected with the Council's Water Supply Powers and whether or not such works and things:
  - (i) are for the benefit or detriment of the Burdened Land; and
  - (ii) are for the benefit of the Grantor's land or any neighbouring or other lands; and
- (c) to effect the uninterrupted passage of or flow and conveyance of water or for any purpose connected with any water supply scheme approved by the Council for the supply of water above or beneath the surface of the Burdened Land and through and along the Pipes.

**2.4 Access and Services Easement**

This **clause 2.4** applies if the purpose is 'Access and Services' in Item 7 of the Form 9.

The Grantor grants to the Council the full, free and uninterrupted right and liberty at all times of the day and the night and from time to time at the Council's pleasure:

- (a) to enter upon and traverse the Burdened Land for any purpose whatsoever and whether or not such entry or traversal is for the benefit or detriment of the Burdened Land and whether or not it is for the benefit of the Grantor's land or any neighbouring or other lands;
- (b) to carry out such works on the Burdened Land and do such things including, without limiting the generality of the foregoing, digging, sinking shafts, erecting scaffolding, opening and breaking up the soil both surface and subsurface, constructing manholes, placing and operating machinery and equipment, storing soil and gravel, laying Pipes, conduits, cables and other media, digging

**Title Reference**

trenches, laying concrete, erecting poles and connecting wires or other material on or within the Burdened Land as the Council in its absolute discretion considers necessary or desirable for any purpose whatsoever connected with the supply of services such as electricity, telecommunications and any other services and whether or not such works and things:

- (i) are for the benefit or detriment of the Burdened Land; and
- (ii) are for the benefit of the Grantor's land or any neighbouring or other lands; and
- (c) to effect the uninterrupted passage of electricity, telecommunications media and any other material required by Council for providing services on, over or beneath the surface of the Burdened Land through Pipes, conduits, cables and other media.

**2.5 Right of Way**

This **clause 2.5** applies if the purpose is 'Right of Way' in Item 7 of the Form 9.

The Grantor grants to the Council, in common with the Grantor and persons authorised by the Grantor, the full, free and uninterrupted right and liberty at any time of the day to enter upon and traverse the Burdened Land and remain temporarily on the Burdened Land, with or without vehicles, machinery and equipment and traverse along, over, upon and across the Burdened Land and if with vehicles, for the continuous forward movements of the vehicles for the purpose of accessing adjacent land and or park maintenance.

**2.6 Public Thoroughfare**

This **clause 2.6** applies if the purpose is 'Public Thoroughfare' in Item 7 of the Form 9.

The Grantor grants to the Council the full, free and uninterrupted right and liberty at all times of the day and the night and from time to time at Council's pleasure:

- (a) to allow members of the public to enter upon and traverse the Burdened Land for pedestrian access and by cyclists; and
- (b) to bring vehicles reasonably necessary to carry out such works on the Burdened Land and do such things including, without limiting the generality of the foregoing, digging, sinking shafts, erecting scaffolding, opening and breaking up the soil both surface and subsurface, constructing manholes, placing and operating machinery and equipment, storing soil and gravel, digging trenches and laying concrete on or within the Burdened Land as the Council in its absolute discretion considers necessary or desirable for any purpose whatsoever connected with the supply and maintenance of a public thoroughfare for pedestrian access and cyclists.

**3. Limitation**

The powers, rights and liberties contained in **clauses 2.1(a), 2.1(b), 2.2(a), 2.2(b), 2.3(a) and 2.3(b)** shall in all respects be limited to the following:

- (a) the surveying, testing and excavating for the Drains or Pipes, the laying and constructing of the Drains or Pipes and thereafter forever maintaining the Drains or Pipes over, under or through the Burdened Land; and
- (b) the obtaining of free and uninterrupted access to any or any part of the Drains or Pipes from the surface of the Burdened Land for the purpose of laying, relaying, changing the size or number of, operating, inspecting, patrolling, altering, removing, replacing, constructing, reconstructing and repairing the Drains or Pipes.

Title Reference

4. Council's agents and equipment

- (a) Council in exercising any of the powers, rights and liberties conferred by this document may do so by itself or by any one or more of Council's Agents.
- (b) Council or Council's Agents whether by themselves or in conjunction with others may exercise any one or more of the powers, rights and liberties conferred by this document on Council and if necessary with vehicles, machinery and equipment of any description whatsoever and if with such vehicles, machinery or equipment:
  - (i) for such vehicles, machinery or equipment to be laden or unladen; and
  - (ii) for the continuous forward movements or three-point-turning movements of the vehicle.

5. Grantor not to obstruct easement

- (a) The Grantor shall not make, cause, allow or permit:
  - (i) any obstruction, interruption, impeding, hampering or interference with, diversion, scouring, change or alteration in or to the flow of Stormwater Drainage, Sewage, water or other matter, as the case may be, at any time;
  - (ii) any obstruction, interruption, impeding, or hampering of or interference with the powers, rights and liberties granted and conferred on Council or Council's Agents by this document;
  - (iii) any ponding, storage, retention or deviation of Stormwater Drainage, Sewage, water or other matter through or under the Burdened Land caused by or consequent upon:
    - (A) any use to which the Burdened Land is or might be put;
    - (B) the erection, raising, making, placing of or suffering to stand or to remain any Structure, paving, vegetation (except grass which is kept properly mown at all times) or anything whatsoever upon the Burdened Land;
    - (C) any alteration in level or gradient of the Burdened Land; or
    - (D) any change to the surface of the Burdened Land or to the natural or artificial features of the Burdened Land which contain or assist in containing the flow of Stormwater Drainage, Sewage, water or other matter on, under or through the Burdened Land; or
  - (iv) any obstruction, erection, making, placing of or allowing to stand any Structure of any kind on or within the Burdened Land, unless permitted in writing by Council or the Director and only to the extent permitted and upon such terms and conditions as Council or the Director imposes or stipulates in the event of such permission being granted.
- (b) Without limiting clause 5(a), the Grantor must ensure that any works which are constructed on or in the Burdened Land pursuant to an approval given under the Planning Scheme do not obstruct, interfere with, damage or cause any change or alteration to any works constructed by Council within the Burdened Land.
- (c) For the purpose of gaining access to the Burdened Land Council may demolish or break open any fencing on or adjacent to the Burdened Land, but where livestock are contained within the fenced area sufficient notice must be given to the Grantor to enable the livestock to be secured.
- (d) Provided the Grantor is not in breach of **clause 5(a)** and Council is not exercising its rights under **clause 6**, Council must either:

Title Reference

- (i) reinstate all fences damaged by it in the exercise of any of its rights granted under this document; or
  - (ii) in lieu of reinstating any such fence, install a gate the quality and materials of workmanship of which, except with the Grantor's consent, must be not less than the quality and materials of workmanship of the existing fence. A gate so installed becomes the property of the Grantor and thereafter must (subject to **clause 5(d)**) be maintained by the Grantor.
- (e) Any gate installed by Council pursuant to **clause 5(d)(ii)** must be maintained by Council if **clause 2.6** and section 63 of the LGR apply.

6. Council may remedy breach

- (a) If the Grantor or any occupier of the Burdened Land or part of it breaches any part of **clause 5**, Council or Council's Agents may (without prejudice to any other remedy which Council might have) remedy such breach by:
- (i) demolishing, removing or otherwise disposing of any structure, paving, vegetation or thing whatsoever;
  - (ii) performing any works or doing anything necessary for restoring, repairing or reinstating the Drains or Pipes and the Burdened Land (including re-grassing it) and reforming the natural or artificial features containing or assisting in containing the flow of Stormwater Drainage, Sewage, water and other matter, as the case may be, above under or through the Burdened Land to their former state and condition;
  - (iii) altering, grading, paving, preparing, grassing and fertilising or mowing the surface of the Burdened Land or placing, installing, establishing or constructing and keeping any earthworks and any other works whatsoever (whether of the class just mentioned or not) on or in the Burdened Land.
- (b) Should Council or Council's Agents exercise any of the rights, powers and remedies contained in **clause 6(a)**, then the cost of exercising those rights, powers and remedies and the doing and performing of any works, making alterations, grading, paving, preparing, grassing, fertilising, mowing, demolishing, removing or disposing of any structure, paving, vegetation or anything whatsoever shall be at the cost of the Grantor of the Burdened Land.
- (c) The Grantor hereby confers on the Council and the Council's Agents all of the powers, rights and liberties mentioned in **clauses 2** and **4** for the purpose of carrying out the rights, powers and remedies conferred on the Council by **clause 6(a)**.

7. Council may use adjacent land

- (a) The Grantor hereby gives express permission (which permission is hereby declared to be irrevocable) to Council and Council's Agents and if necessary with vehicles, machinery and equipment of any description whatsoever and whether laden or unladen to come onto and use such Immediately Adjacent Land as may be occasionally required by Council in the exercise of or incidental to its rights, powers and liabilities under this document and in this regard the Grantor hereby confers on Council and Council's Agents all of the rights, powers and liberties mentioned in **clauses 2** and **6** of this document, so long as such rights, powers and liberties are not exercised or utilised on a permanent or prolonged basis.
- (b) If Council or Council's Agents exercise any rights, powers or liabilities pursuant to **clause 7(a)** Council undertakes to indemnify and save harmless the Grantor in respect of any loss or damage sustained by the Grantor as a result of exercising those rights, powers and liberties and it agrees to make good and restore to a reasonable condition (having regard to its original condition) the surface of that part of the land utilised by Council pursuant to such rights, powers or liberties unless the



**Title Reference**

exercise of such rights, powers and liberties were occasioned by the wilful or negligent act of the Grantor its employees, agents, invitees or licensees or the occupier of the Grantor's lands, or any part of them, adjacent to the Burdened Land.

- (c) **Clause 9** with any necessary changes, applies to the Immediately Adjacent Land.

## 8. Indemnity

The Grantor hereby indemnifies Council and agrees at all times hereafter to keep it indemnified in respect of any claims, demands or actions which are made or brought against Council as a result of the installation, maintenance or use of the Drains or Pipes if such loss, damage, claim or action is in any way attributable to the negligence or deliberate act of the Grantor, its servants, agents, employees, invitees or licensees or the occupiers of the Grantor's land.

## 9. Grantor to maintain Burdened Land

- (a) Subject to **clause 9(b)** (and unless **clause 2.6** and section 63 of the LGR apply):
- (i) the Grantor shall at all times maintain and keep the Burdened Land and the Grantor's improvements on and in the Burdened Land (but, subject to **clauses 9(a)(ii)** and **9(a)(iii)**, excluding the Drains or Pipes) in good order and repair and in a clean and tidy condition;
  - (ii) if there are no such improvements or if the Drain is an open Drain (with or without embankments) the Grantor undertakes to grass the Burdened Land and to keep it properly grassed and mown or otherwise appropriately vegetated to the reasonable satisfaction of Council; and
  - (iii) if Council constructs works or provides vegetation to minimise scouring or erosion within the Burdened Land then Council will maintain such works other than vegetation. The Grantor shall maintain all vegetation in accordance with **clause 9(a)(ii)**.
- (b) Without limiting the Grantor's obligation to maintain vegetation under **clause 9(a)(ii)**, if an approval given under the Planning Scheme requires the Grantor to maintain any works constructed by Council on or in the Burdened Land, then the Grantor must at all times maintain and keep those works and / or improvements in good order and repair and in a clean and tidy condition at the Grantor's expense.

## 10. General Provisions

### 10.1 Council's equipment and appurtenances

- (a) Notwithstanding any rule of law or equity all Drains, pipelines, Pipes, drips, valves, fittings, meters, connections and all other equipment and appurtenances brought onto, laid or installed upon or buried in or under the Burdened Land by Council at all times remain the property of Council notwithstanding that they are or might be annexed to the Burdened Land.
- (b) At any time and from time to time Council may remove all Drains, pipelines, Pipes, drips, valves, fittings, meters, connections and all other equipment and appurtenances brought onto, laid or installed upon or buried in or under the Burdened Land in whole or in part.

### 10.2 Council's easement

Council, performing and observing the covenants and conditions to be observed and performed by it under this document, may peaceably hold and enjoy the rights, liberties, privileges and easement granted by this document without hindrance, molestation or interruption by the Grantor or any person, firm or corporation claiming by, through, under or in trust for the Grantor.

Title Reference

**10.3 Production of documents**

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

**10.4 Easement binds successors in title**

This document is of the same force and effect to all intents and purposes as a covenant running with the land. The benefit, and burden, of the stipulations of this document extend to, and bind and ensure to, all persons deriving title from or under Council, and the Grantor, respectively.

**10.5 Section 85B of the *Land Titles Act 1994* (Qld)**

The provisions of section 85B of the *Land Titles Act 1994* (Qld) in relation to contributions are specifically excluded from this document.

**10.6 Third-Party Easements**

If approval is given under the Planning Scheme for the Grantor to grant another easement to a third party over the Burdened Land (**Third-Party Easement**):

- (a) any infrastructure which is to be installed pursuant to the Third-Party Easement must be approved in writing by Council or the Director upon such terms and conditions as Council or the Director imposes or stipulates in the event of such permission being granted;
- (b) the rights and interest of the grantee under the Third-Party Easement must not interfere with Council's rights and interests under this document; and
- (c) in the event of any inconsistency between this document and the Third-Party Easement, this document prevails.

**10.7 Grantor to comply with conditions of approval**

The Grantor acknowledges that nothing in this document relieves the Grantor of the obligation of complying with the conditions of any approval given under the Planning Scheme relating to the Grantor's land.

**11. Costs**

Unless otherwise agreed by the parties, the Grantor must pay:

- (a) the property and reasonable costs in relation to the preparation of any plan of survey required in connection with this document;
- (b) Council's reasonable legal costs associated with the negotiation, preparation, stamping and registration of this document; and
- (c) the duty assessed on this document and the registration fees.

**12. GST**

**12.1 Definitions**

In this clause 12:

**Title Reference**

- (a) words and expressions which are not defined in this document but which have a defined meaning in GST Law have the same meaning as in the GST Law; and
- (b) **GST Law** has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**12.2 GST inclusive**

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this document are exclusive of GST.

**12.3 GST payable**

- (a) If GST is payable by a supplier, or by the representative member for a GST group of which the supplier is a member, on any supply made under this document, the recipient will pay to the supplier an amount equal to the GST payable on the supply.
- (b) The recipient will pay the amount referred to in **clause 12.3** in addition to and at the same time that the consideration for the supply is to be provided under this document.
- (c) The supplier must deliver a tax invoice or an adjustment note to the recipient before the supplier is entitled to payment of an amount under **clause 12.3**. The recipient can withhold payment of the amount until the supplier provides a tax invoice or an adjustment note as appropriate.

**12.4 Adjustment event**

If an adjustment event arises in respect of a taxable supply made by a supplier under this document the amount payable by the recipient under **clause 12.3** will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.

**12.5 Payment or reimbursement subject to GST**

Where a party is required under this document to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

**13. Special Covenants for Reserve or Trust Land**

**13.1 Application of clause 13**

- (a) This **clause 13** applies when any land is designated as Reserve or Trust Land in Item 3 of the Form 9.
- (b) In the event of any inconsistency between **clauses 1 – 12** of this document and this **clause 13**, this **clause 13** prevails.

**13.2 Removal of trees**

Title Reference

The Grantee shall not cut or remove timber or trees from the Burdened Land without first giving reasonable notice to the Grantor and obtaining all necessary approvals at law. Such notice will not be required under this **clause 13** in the event that there is an actual or potential danger to persons or property or there is any interference or jeopardy to the Drains, Pipes, Structures or other improvements on the Burdened Land (**Relevant Works**).

**13.3 Removal of assets upon termination of easement**

- (a) Under the Land Act:
- (i) an easement over a Reserve is terminated when the dedication of reserve is revoked unless written approval is provided by the Minister that the easement may continue over unallocated State land when the dedication of reserve is revoked; and
  - (ii) an easement over a Deed of Grant terminates when the Deed of Grant is surrendered.
- (b) Upon termination of this document, Council:
- (i) is to ensure the Burdened Land is left in a safe and stable condition to the satisfaction of the Minister;
  - (ii) subject to **clause 13.3(b)(ii)** (and unless otherwise directed by the Minister), shall remove, at its own cost and expense, Council's Relevant Works from the Burdened Land; and
  - (iii) shall remove, at its own cost and expense, all of Council's Relevant Works from the Burdened Land that may cause contamination or environmental harm as defined by the *Environment Protection Act 1994* (Qld) to the Reserve or Trust Land.
- (c) To remove doubt, the provisions of **clauses 13.4** (Indemnity) and **13.5** (Public Risk) will continue to apply during the periods of rehabilitation and any removal of Council's Relevant Works under this **clause 13.3**.

**13.4 Indemnity**

- (a) Council indemnifies and agrees to keep indemnified the Minister, the State of Queensland, Trustee and the Grantor (to the extent Council is not one and the same as the Trustee or Grantor) (**Indemnified Parties**) against all actions, suits, proceedings, claims, demands, costs, losses, damages and expenses (**Claims**) arising out of or in any way connected to or resulting from the granting of this easement to the Grantee or which is connected to or resulting from the Grantee's use and occupation of the Burdened Land (all of which are referred to as '**Indemnified Acts or Omissions**') save to the extent that the Claim arises as a result of any negligent act or omission of the Indemnified Parties (and on the basis that any negligent act or omission of one of the Indemnified Parties does not negate the indemnity to any of the other Indemnified Parties).
- (b) The Grantee hereby releases and discharges the Indemnified Parties from any Claim relating to the Indemnified Acts or Omissions which may be made against the Indemnified Parties, save to the extent that the Claim arises as a result of any negligent act or omission of the Indemnified Parties (and on the basis that any negligent act or omission of one of the Indemnified Parties does not negate the release and discharge in favour of any of the other Indemnified Parties).

**13.5 Public Risk**

- (a) Council must effect a public liability insurance policy with an insurer authorised under the *Insurance Act 1973* (Cth) or, in any other case, to the satisfaction of the Minister naming Council as the insured covering legal liability for any loss of, or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the Burdened Land or any

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improvements thereon and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof subject to the terms and conditions of the insurance policy.

- (b) The policy referred to in **clause 13.5(a)** must be:
  - (i) for an amount of not less than \$20,000,000.00 (twenty million dollars) in respect of all claims arising out of a single event or such higher amounts as the Minister may reasonably require;
  - (ii) effected on a 'claims occurring' basis so that any claim made by the Grantee under the policy after expiration of the period of policy cover but relating to an event occurring during the currency of the policy will be covered by the policy subject to the claim meeting the policy's other terms and conditions; and
  - (iii) maintained at all times during the currency of the easement, and upon receipt of any notice of cancellation of the insurance policy, the Grantee must immediately effect another public liability insurance policy in accordance with the provisions of this **clause 13.5**.
- (c) Council must also provide a certificate of currency within 14 days of a request by the Grantor who may only make such a request once a year.
- (d) Council must, as soon as practicable, inform the Minister and Grantor in writing, of the occurrence of any event that the Grantee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister and Grantor are kept fully informed of subsequent actions and developments concerning the claim.
- (e) To remove doubt, the requirements of this **clause 13.5** apply to any other area of the Reserve or Trust Land (as the case may be) used by Council under this document.