

Pipeline and Services Easement Precedent (for use with schedule of easements)

Lot [Note: insert lot number as noted on the plan] (“the Lot”) is subject to a PIPELINE AND SERVICES EASEMENT in gross in favour of TasWater over the land marked [Note: insert reference to easement here as described in the plan] WIDE [Note insert width as described in the plan] shown on the Plan (“the Easement Land”).

“Pipeline and Services Easement” is defined as follows:-

FIRSTLY, THE FULL AND FREE RIGHT AND LIBERTY for TasWater and its employees, contractors, agents and all other persons duly authorised by it, at all times to:

1. enter and remain upon the Easement Land with or without machinery, vehicles, plant and equipment;
2. investigate, take soil, rock and other samples, survey, open and break up and excavate the Easement Land for any purpose or activity that TasWater is authorised to do or undertake;
3. install, retain, operate, modify, relocate, maintain, inspect, cleanse, repair, remove and replace the Infrastructure;
4. run and pass sewage, water and electricity through and along the Infrastructure;
5. do all works reasonably required in connection with such activities or as may be authorised or required by any law:
 - (a) without doing unnecessary damage to the Easement Land; and
 - (b) leaving the Easement Land in a clean and tidy condition;
6. if the Easement Land is not directly accessible from a highway, then for the purpose of undertaking any of the preceding activities TasWater may with or without employees, contractors, agents and any other persons authorised by it, and with or without machinery, vehicles, plant and equipment enter the Lot from the highway at any vehicle entry and cross the Lot to the Easement Land; and
7. use the Easement Land as a right of carriageway for the purpose of undertaking any of the preceding purposes on other land, TasWater reinstating any damage that it causes in doing so to any boundary fence of the Lot.

SECONDLY, the benefit of a covenant in gross for TasWater with the registered proprietor/s of the Easement Land and their successors and assigns not to erect any building, or place any structures, objects, vegetation, or remove any thing that supports, protects or covers any Infrastructure on or in the Easement Land, without the prior written consent of TasWater to the intent that the burden of the covenant may run with and bind the servient land and every part thereof and that the benefit thereof may be annexed to the easement herein described.

Interpretation:

“Infrastructure” means infrastructure owned or for which TasWater is responsible and includes but is not limited to:

- a. sewer pipes and water pipes and associated valves;
- b. telemetry and monitoring devices;
- c. inspection and access pits;
- d. electricity assets and other conducting media (excluding telemetry and monitoring devices);
- e. markers or signs indicating the location of the Easement Land or any other Infrastructure or any warnings or restrictions with respect to the Easement Land or any other Infrastructure;
- f. anything reasonably required to support, protect or cover any other Infrastructure;
- g. any other infrastructure whether of a similar nature or not to the preceding which is reasonably required for the piping of sewage or water, or the running of electricity, through the Easement Land or monitoring or managing that activity; and
- h. where the context permits, any part of the Infrastructure.

“TasWater” means Tasmanian Water & Sewerage Corporation Pty Ltd (ACN 162 220 653), its successors and assigns.