

**Given by**

\_\_\_\_\_ (insert name/s) ("Owner")

\_\_\_\_\_ (insert address) ("Property")

**In favour of** Mackay Regional Council ABN 56 24 721 069 of 73 Gordon Street, Mackay in the State of Queensland ("Council")

**RECITALS**

- A. Council has relevant water, sewerage and/or drainage infrastructure located on or adjacent to the Property.
- B. The Owner intends to build the structure described in an application made to Council for consent dated on or about the date of this Deed (**Structure**).
- C. The Owner is required to obtain Council's consent to build the Structure on the Property.
- D. In consideration for Council granting its consent, the Owner has agreed to indemnify and cause future owners of the Property to indemnify Council on the terms of this Deed.

**THIS DEED PROVIDES:**

**1. INDEMNITY**

- 1.1 The Owner is liable for and indemnifies Council from and against all liability, loss, costs and expenses (including legal fees, costs and disbursements on the higher of a full indemnity basis and a solicitor and own client basis, determined without taxation, assessment or similar process and whether incurred by or awarded against the Council) arising from or in connection with:
- (a) the construction or maintenance of the Structure on the Property;
  - (b) the existence of the Structure on the Property; or
  - (c) the removal of the Structure from the Property.

**2. COVENANT**

- 2.1 Immediately prior to the sale or transfer of the Owner's interest in the Property, the Owner must:
- (a) obtain from the purchaser/transferee an indemnity in favour of Council and a covenant in an identical form to this Deed; and
  - (b) deliver the purchaser/transferee's duly executed indemnity and covenant to Council.
- 2.2 Upon receipt by Council of the purchaser/transferee's duly executed indemnity, the Owner will be released and discharged from all liability in respect of this Deed.
- 2.3 If the Owner fails to comply with clause 2.1, the Owner will remain liable to Council under this Deed.

**3. GOVERNING LAW AND JURISDICTION**

- 3.1 The construction, performance and validity of this Deed shall in all respects be governed by the laws of Queensland.
- 3.2 The parties agree to submit to the exclusive jurisdiction of the courts situated in Queensland.
- 3.3 A reference in this document to the Owner includes the Owner's successors (including a mortgagee which takes possession of the Property), permitted substitutes and permitted assigns.

**EXECUTED** as a deed poll

**Signed, sealed and delivered** by the Owner/s in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Full name of Witness

\_\_\_\_\_  
Signature of Owner/s

\_\_\_\_\_  
Full name of Owner/s

Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_