

Consent to erect a structure over Western Water's Assets

Service Request No: _____ Assessment No: _____

Agreement for consent to erect a building or structure over Western Water's assets and/or easements (section 148 of the *Water Act 1989*)

Note: Structure means any structure including, but not limited to, shed, paving, carport, fence, retaining wall, garden bed, trees, landscaping, decking, verandah, tank, pool etc either built, placed, installed, laid, constructed etc.

On behalf of myself, executors, transferees and assigns, the registered proprietor/s for the time being of the land hereinafter described in the Schedule hereto, HEREBY REQUEST consent to construct, erect, place, install and/or retain the building and/or structure and/or structure described in the Schedule hereto over the works of Western Water and/or easement described in the said Schedule subject to the conditions set out on back of this form.

Property Address: _____

Town: _____

Postcode: _____

Phone No: _____

Fax No: _____ Email: _____

Attach site plan of proposed building or structure

In general, consent will be granted under the following circumstances only:

- Western Water shall be indemnified against all things in relation to the proposed structure
- The structure is a removable structure (i.e. garden shed, fence, pavement, carport etc)
- A reticulation sewer within 1m laterally of the structure is no greater in diameter than 225mm
- That no adjoining property sewerage connection point would be built over
- That no sewerage manholes would be built over or access denied thereto
- The structure does not add unacceptable load or risk to Western Water assets.

Deed of release and indemnity by (insert name of property owner):

In favour of WESTERN REGION WATER CORPORATION TRADING AS WESTERN WATER

In consideration of Western Water agreeing to provide its permission for the Property Owner to carry out works over Western Water's assets located on the land situated at (insert address and title details below)

("Property"), the Property Owner including its successors in title:

- 1.0 "Acknowledges that this agreement or consent to provided pursuant to Section 148 of the *Water Act 1989* and will be binding on both the owner executing this agreement and successors in title."

- 2.0 Acknowledges that Western Water has the power to enter the Property pursuant to section 133 of the *Water Act 1989* to inspect any works carried out by the Property Owner, and to carry out any works (which includes but is not limited to maintaining and repairing Western Water's assets);
- 3.0 Releases Western Water to the fullest extent permitted by law from and against all claims, actions, demands, proceedings and any other liability (including without limitation in connection with any damage to any structure or property and financial loss) arising from or in connection with any works undertaken by Western Water in connection with Western Water's assets located on or under the Property, and over which structures or filling have been or are at any future time erected or placed by the Property Owner, or prior owners of the Property;
- 4.0 Indemnifies Western Water from and against
 - 4.1 All losses suffered by Western Water;
 - 4.2 All liabilities (including without limitation any costs and expenses in connection with the repair, replacement or maintenance of Western Water's assets) incurred by Western Water; and
 - 4.3 All legal costs (on a solicitor and own client of full indemnity basis, whichever is greater) and other costs and expenses, arising from or in connection with:
 - 4.4 Any works carried out by the Property Owner on the Property; and/or
 - 4.5 Any claim, action, demand or any other proceeding which arises by reason of or is in any way connected with any works carried out by the Property Owner on the Property; and
 - 4.6 To the fullest extent permitted by law, any claim, action, demand or any other proceeding which arises by reason of or in any way connected with any works carried out by Western Water in connection with Western Water's assets located on or under the Property;

Executed as a Deed by the Property Owner in Accordance with section 127 of the *Corporations Act 2001*:

Executed as a deed on the (insert date): _____

Signature of Property Owner: _____

Name of Property Owner: (Block Letters) _____

or Signed Sealed And Delivered by the Property Owner in the presence of:

Signature of Witness: _____

Name of Witness: (Block letters) _____

Address of Witness: _____

Conditions of Consent: _____

The Common Seal of Western Region Water Corporation was hereunto affixed by its delegates established under Section 111 of the *Water Act 1989*:

Signature John Wilkinson, Managing Director: _____

Signature Robert Franklin, General Manager Sustainability: _____

Application Fee: _____ \$ Receipt No: _____ Date: _____ Officer Initials: _____