



133 Macleod Street, PO Box 52, Bairnsdale, Victoria, 3875
Tel (03) 5150 4444 Fax (03) 5150 4477
Email egw@egwater.vic.gov.au Web www.egwater.vic.gov.au

CONDITIONS OF CONSENT TO BUILD OVER AN EGW ASSET OR EASEMENT

East Gippsland Water consents to the placement of structures / fill as described herein, subject to the following conditions. The property owner agrees;

1. To permit East Gippsland Water to enter into and upon the building or other structure and/or easement for the purpose of inspecting, constructing, maintaining or repairing any assets or other works of East Gippsland Water now laid or which may be hereinafter laid by East Gippsland Water and if necessary for that purpose to excavate through the said building or structure.
2. To be solely responsible for all injury loss or damage which may be occasioned to the said building or other structure by reason of or incidental to the carrying out of the inspection, construction, maintenance or repair of the said assets or other works of East Gippsland Water or by reason of or incidental to the presence of the said assets or other works of East Gippsland Water.
3. To indemnify and keep indemnified East Gippsland Water against all actions, claims, suits and demands arising out of or incidental to the erection and/or retention of the said building or other structure over the said assets or other works of East Gippsland Water and/or the said easement up until such time as East Gippsland Water may have received an agreement of indemnification suitable to it from any subsequent owner of the said land.
4. Unless any subsequent owner of the said land shall have agreed to do so to the satisfaction of East Gippsland Water, to pay to East Gippsland Water any additional costs incurred by it in inspecting, constructing, maintaining or repairing the said assets or other works by East Gippsland Water by reason of the said building or other structure having been erected over such assets or other works of East Gippsland Water and/or the said easement.
5. Not to sell or mortgage land to which this consent refers without first disclosing the contents of this Consent to the purchaser or mortgagee.
6. To accept full responsibility for the structural sufficiency of the said building or structure and its footings, having regard to the presence of East Gippsland Water's assets.
7. Plans and Sections of the proposed footings, and the relative position of the asset, to be submitted for the approval of East Gippsland Water's Engineer.
8. To undertake the whole of the work of construction with proper caution to ensure that no interference with East Gippsland Water's assets or the sewerage installation of the property occurs, in which regard sufficient notice is to be given to East Gippsland Water's Plumbing Inspection Department to enable suitable inspections to be undertaken of excavations for the footings of the said building or structure prior to concrete being poured therein.
9. _____

10. _____

