

Form: 16LM  
Release: 2-4

# MEMORANDUM



New South Wales  
Section 80A Real Property Act 191

## AK980903H

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(B) LODGED BY

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Reference: <b>SH - AUS 096-647</b>		

(B) APPLICANT

<b>Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385</b>
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(C) The applicant requests the Registrar General to record this memorandum, comprising 3 pages including this page, which contains provisions deemed to be incorporated in any instrument which refers to it.

- (D) i. For option to renew see clause NOT APPLICABLE
- ii. For option to purchase see clause NOT APPLICABLE

(E) Signature of applicant's representative:

Name of signatory:

Helen Elizabeth Murray

Capacity of signatory (if applicable):

Applicant's solicitor

Date:

6 December 2016

FOR THE PROVISIONS CONTAINED IN THIS MEMORANDUM SEE ANNEXURE A

**THIS IS ANNEXURE 'A' TO EASEMENT MEMORANDUM LODGED ON  
BEHALF OF ALPHA DISTRIBUTION MINISTERIAL HOLDING  
CORPORATION DATED 6 DECEMBER 2016**

**PART A**

1 Definitions and Interpretation

1.1 The following terms have the following meanings:

**ancillary works** means works ancillary to the functions performed by electricity works, including structures (whether above, on or below the ground), equipment for signals, signals cables, service cables, connecting cables, and supports (including towers and poles);

**Ausgrid** means Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385);

**easement area** means that part of the land shown as the site of an "easement for electricity and other purposes" on any plan registered with the NSW Land & Property Information;

**electricity works** means any electricity power lines or associated equipment or electricity structures (whether above, below or on the ground) that form part of Ausgrid's transmission or distribution network and includes mains, wires, cables (including optic fibre cables), pipes or conduits, switches, switchgear, fuses, control equipment, pillars, kiosks, transformers (including pole-mounted and pad-mounted transformers), substations (including pole-mounted and padmounted substations) and their contents, pits, ducts and ancillary works;

**land** means the land over which this easement is granted (being the land burdened by this easement);

**landowner** means the owner of the land and any person having an estate or interest in the land;

**person** includes a body corporate and a partnership; and

**signals** includes data or signals of any kind.

1.2 A reference to a person includes its successors and assigns.

**PART B**

**Easement for electricity works**

2 Ausgrid and all persons which Ausgrid authorises may:

- (a) construct, place, alter, extend, repair, inspect, renew, replace, maintain, remove, and use, on, to and from the easement area, any electricity works for conveying electricity or signals (or both); and
- (b) convey, or permit the conveyance of, electricity or signals (or both) through the electricity works.

3 The landowner agrees that:

- (a) any lessee of Ausgrid's transmission and distribution systems, and any nominee of any lessee (which may include a sublessee of Ausgrid's transmission and distribution systems from that lessee), may exercise the rights and perform the obligations of Ausgrid as if that lessee or nominee were

Ausgrid, but only for so long as the lessee leases Ausgrid's transmission and distribution systems from Ausgrid; and

- (b) a reference to persons which Ausgrid authorises is deemed to include lessees, employees, agents, contractors, visitors, invitees, licensees of and other persons claiming by, through or under such lessee or nominee.

## **PART C**

### **General provisions of easements**

- 4 For the purpose of exercising its rights under the easement for electricity works, Ausgrid and all persons which Ausgrid authorises may:
  - (a) enter the land at any time, with or without vehicles, plant and equipment, for any purposes within the terms of the easement; and
  - (b) do anything reasonably necessary to obtain access to the easement area; and
  - (c) cut fences and walls in or on the land and install gates in them; and
  - (d) on any part of the easement area, cut, trim or remove any trees, vegetation, undergrowth or anything that may interfere with the exercise of Ausgrid's rights under the easement; and
  - (e) do anything reasonably necessary for the exercise of Ausgrid's rights under the easement.
- 5 The landowner acknowledges that ownership of all electricity works remains with Ausgrid.
- 6 Ausgrid covenants with the landowner that:
  - (a) it will endeavour to keep the electricity works in good repair; and
  - (b) in exercising its rights under the easement, it will do as little damage as practicable to the land; and
  - (c) it will repair any damage it causes to the land, except that if after this easement is granted the landowner installs paving or other works to the surface of the easement area Ausgrid will not be obliged to restore the paving or those works; and
  - (d) subject to its rights under the easement, it will not unreasonably impede the landowner's reasonable use of the land.
- 7 The landowner covenants with Ausgrid that it will not:
  - (a) do or allow anything that may interfere with, damage, or destroy the electricity works or interfere with the effective operation of the electricity works; or
  - (b) obstruct Ausgrid in the exercise of its rights under the easement (or the exercise of those rights by a lessee or sublessee of Ausgrid's transmission and distribution systems as contemplated under clause 3); or
  - (c) alter or permit to be altered the existing ground level within the easement area, or place or allow to be placed on the easement area any building, structure, driveway, paving, plant or item without Ausgrid's prior written permission, such permission not be unreasonably withheld.

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