

TERMS OF EASEMENT FOR UNDERGROUND POWERLINES**(PART B OF MEMORANDUM AA26009 AS REGISTERED AT LPI)****TERMS OF EASEMENT FOR UNDERGROUND POWERLINES**

- 1 Country Energy may
 - 1.1 install underground equipment within the easement site,
 - 1.2 excavate the easement site to install the underground equipment,
 - 1.3 use the underground equipment for the transmission of electricity, signals, fluids or gases,
 - 1.4 enter the lot burdened using the most practical route (with or without vehicles, plant, equipment and materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
 - 1.5 install its own gates, locks, roads, tracks, bridges and other means of access on the lot burdened,
 - 1.6 trim or remove any vegetation from the lot burdened that
 - 1.6.1 could destroy, damage or interfere with its underground equipment,
 - 1.6.2 could make its underground equipment become a potential cause of bush fire or a potential risk to public safety, or
 - 1.6.3 could prevent reasonable access to the easement site or the underground equipment, and
 - 1.7 remove any unauthorised encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage to the underground equipment by the unauthorised encroachment.
- 2 In exercising its rights under this easement Country Energy will take all reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
- 3 Country Energy will at all times and at its own expense keep the underground equipment in a proper and fit state of repair.
- 4 The landowner agrees that it will not
 - 4.1 place or permit to be placed any services or structure within the easement site,
 - 4.2 alter the surface of the easement site,
 - 4.3 do or permit to be done anything that restricts access to the easement site by Country Energy, or
 - 4.4 plant or allow to grow vegetation other than low or horizontal growing grasses within the easement site without the written permission of Country Energy and in accordance with such conditions as Country Energy may reasonably impose.
- 5 In this memorandum and any document which refers to it the following definitions apply
 - 5.1 “Country Energy” means Country Energy its successors and assigns (who may exercise its rights by any persons authorised by it).
 - 5.2 “Easement site” means the part of the lot burdened as the site of an easement for underground powerlines.
 - 5.3 “Fluids” means and includes fluids of any description or kind.
 - 5.4 “Gases” means and includes gases of any description or kind.
 - 5.5 “Install” includes construct, repair, replace, maintain, modify, use and remove.
 - 5.6 “Landowner” means the registered proprietor of the lot burdened and its successors and assigns (including those claiming under or through the registered proprietor).
 - 5.7 “Lot burdened” means the land which has the burden of rights created by any document which refers to this memorandum.
 - 5.8 “Services” includes overhead and underground telephone, communications, gas, water, sewage and drainage services.
 - 5.9 “Signals” means and includes data or signals of any description or kind.
 - 5.10 “Structure” includes building, wall, retaining wall, carport and swimming pool but excludes furniture and garden ornament.
 - 5.11 “Underground equipment” means underground mains, wires, cables, pipes or other conduit, transformers (including pole-mounted and padmounted transformers), substations (including pole-mounted and padmounted substations) and boosters, and the supports therefore together with any above ground or underground ancillary works including service cables and connecting cables and the supports therefore (including any towers or poles).

And it is hereby declared that the said easement is intended to be an easement in gross under Section 88A of the Conveyancing Act 1919 and that the said easement may be released varied or modified by Country Energy.