

THIS AND THE FOLLOWING [INSERT] PAGES IS THE ANNEXURE 'A' REFERRED TO IN THE EASEMENT BETWEEN [INSERT] (TRANSFEROR) AND [TO BE INSERTED] (TRANSFEEE)

DATED:

The Transferor and the Transferee covenant as follows:

1. Visual amenity

The Transferee and its Permitted Users may construct, operate, modify and decommission any wind farm on the dominant tenement in accordance with the conditions of any planning approval and applicable legislation, and the Transferor will refrain from making any Claims relating to the wind farm being visible from the servient tenement, and will use its reasonable endeavours to prevent any tenant or occupier of the servient tenement or of nearby land owned or partly owned by the Transferor an associated entity (section 50AAA Corporations Act 2001) from making any Claims against the Transferee and its Permitted Users in relation to such visual amenity.

2. Assignment

The Transferee may assign its rights under this easement by written notice to the Transferor.

3. Release, variation and modification

- (a) The Transferee may surrender this easement by written notice to the Transferor.
- (b) This easement may be varied or modified by written agreement between the Transferee and the Transferor.

4. Expiry and release of easement after End Date

- (a) This Transfer Granting Easement expires on the End Date.
- (b) For the purpose of this clause, End Date means the date of removal of any Wind Turbine on the dominant tenement within 3km of the Existing Residence.

5. Stamp duty and registration fees

The Transferee will pay all stamp duty (if any) and fees to register this easement.

6. Further assurances

A party, at its own expense and within a reasonable time of being requested by the other party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this easement.

7. Interpretation

- (a) Unless the context otherwise requires:

Claims includes:

- (i) all liability, damage and loss;

- (ii) actions, objections to planning applications, causes of action, appeals, arbitrations, claims, demands, orders, judgments; and
debts, damages, penalties, payments and costs (including legal costs calculated on a solicitor and own client basis).

Existing Residence means the house on the servient tenement as at the date of the option agreement from which this easement arose.

Permitted Users means the Transferee's employees, agents, workers, contractors and other persons authorised by any of them or by the Transferee from time to time.

[INSERT EXECUTION CLAUSES ON EXERCISE OF OPTION AGREEMENT]