

Ref:MEMEMO /Src:B

Form: 16LM

Release: 24

MEMORANDUMNew South Wales
Section 80A Real Property Act**AK104602P**

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

(B) **LODGED BY**

Document Collection Box 673T	Name, Address or DX, Telephone, and Customer Account Number if any Endeavour Energy - LLPN 102871V	CODES LM CM MM GM BM
	Reference: OVERHEAD	

(B) **APPLICANT**
 ENDEAVOUR ENERGY
 ABN 59 253 130 878

(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 Smith - Manager Property & Fleet

Capacity of signatory (if applicable):

Attorney - Power of Attorney Book 4693 No 329

Date: 21 December 2015

FOR THE PROVISIONS CONTAINED IN THIS MEMORANDUM SEE ANNEXURE A

MEMORANDUM

ANNEXURE A

Terms of Easement for Overhead Power Lines

APPLICANT

ENDEAVOUR ENERGY

1.0 Definitions

- 1.1 **easement site** means that part of the lot burdened that is affected by this easement.
- 1.2 **electrical equipment** includes pole, tower, overhead electrical cable, underground earthing system, and ancillary equipment.
- 1.3 **Endeavour Energy** means Endeavour Energy ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 1.5 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
- 1.6 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 1.7 **structure** includes building, wall, retaining wall, carport, driveway, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

2.0 Endeavour Energy may:

- 2.1 install electrical equipment within the easement site,
- 2.2 excavate the easement site to install the electrical equipment.
- 2.3 use the electrical equipment for the transmission of electricity,
- 2.4 enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
- 2.5 install its own access gates and locks,
- 2.6 trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
- 2.7 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

- 3.0 In exercising its rights under this easement Endeavour Energy will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.

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- 4.0 The owner agrees that, without the prior written permission of Endeavour Energy and in accordance with such conditions as Endeavour Energy may reasonably impose, it will not:
- 4.1 install or permit to be installed any services or structure within the easement site, or
 - 4.2 alter the surface level of the easement site, or
 - 4.3 do or permit to be done anything that restricts access to the easement site by Endeavour Energy.
- 5.0 Endeavour Energy will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.
- 6.0 Lessee of Endeavour Energy's Distribution System
- 6.1 Notwithstanding any other provision in this easement, the owner grants to Endeavour Energy the easement and acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.
 - 6.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.