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## HERITAGE ACT 1977

Notice of Listing on the State Heritage Register under Section 37 (1) (b)

Windmill Hill Group, Including Ruins  
Wilton Road, Appin  
SHR No. 1931

IN pursuance of section 37 (1) (b) of the Heritage Act 1977 (NSW), the Heritage Council gives notice that the item of environmental heritage specified in Schedule "A" has been listed on the State Heritage Register in accordance with the decision of the Minister for Heritage made on 23 June 2014 to direct the listing. This listing applies to the curtilage or site of the item, being the land described in Schedule "B".

Heritage Council of New South Wales

### SCHEDULE "A"

The item known as Windmill Hill Group, Including Ruins, Wilton Road, Appin, situated on the land described in Schedule "B".

### SCHEDULE "B"

All those pieces or parcels of land known as Part Lots 3 & 6 in DP 1085959, Part Lots 8 & 9 in DP 1127449 and Lot 1 in DP 826121, Parish of Appin, County of Cumberland, shown on the plan catalogued HC 2614 in the office of the Heritage Council of New South Wales.

## HERITAGE ACT 1977

Notice of Listing on the State Heritage Register under Section 37 (1) (b)

Former Great Western Road, Prospect  
Tarlinton Place, Reservoir Road, Yallock Place, Boiler Close, Honeman Close at Prospect  
SHR No. 1911

IN pursuance of section 37 (1) (b) of the Heritage Act 1977 (NSW), the Heritage Council gives notice that the item of environmental heritage specified in Schedule "A" has been listed on the State Heritage Register in accordance with the decision of the Minister for Heritage made on 26 June 2014 to direct the listing. This listing applies to the curtilage or site of the item, being the land described in Schedule "B".

Heritage Council of New South Wales

### SCHEDULE "A"

The item known as Former Great Western Road, Prospect, situated on the land described in Schedule "B".

### SCHEDULE "B"

All those pieces or parcels of land known as the road and road reserves of Tarlinton Place; Reservoir Road (from its termination at the M4 Motorway to its junction with Yallock Place); Yallock Place; Boiler Close and Honeman Close, Prospect in the Parish of Prospect, County of Cumberland shown on the plan catalogued HC 2535 in the office of the Heritage Council of New South Wales.

**HERITAGE ACT 1977**

Order under Section 57 (2) to Grant Site Specific Exemptions from Approval  
Former Great Western Road, Prospect  
SHR No. 1911

I, the Minister for Heritage, on the recommendation of the Heritage Council of New South Wales, in pursuance of section 57 (2) of the Heritage Act 1977, do, by this my order, grant an exemption from section 57 (1) of that Act in respect of the engaging in or carrying out of any activities described in Schedule "C" on the land described in Schedule "B" on the item described in Schedule "A".

Sydney, this 26th day of June 2014.

The Hon. ROB STOKES, M.P.,  
Minister for Heritage

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SCHEDULE "A"

The item known as the Former Great Western Road, Prospect, situated on the land described in Schedule "B".

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SCHEDULE "B"

All those pieces or parcels of land known as the road and road reserves of Tarlington Place; Reservoir Road (from its termination at the M4 Motorway to its junction with Yallock Place); Yallock Place; Boiler Close and Honeman Close, Prospect in the Parish of Prospect, County of Cumberland shown on the plan catalogued HC 2535 in the office of the Heritage Council of New South Wales.

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SCHEDULE "C"

**Exemption 1.** The carrying out of road work or traffic control work, within the meaning of the Roads Act 1993, at the following intersections (and surrounding land that is required for associated works and infrastructure):

- Reservoir Road (Former Great Western Road, Prospect) with Prospect Highway and Reconciliation Road and
- Honeman Close and Boiler Close (Former Great Western Road, Prospect) with Reservoir Road
- Honeman Close (Former Great Western Road, Prospect) with the Great Western Highway

is exempt from subsection 57 (1) of the Heritage Act 1977 (NSW), subject to all excavation or disturbance of land being carried out in accordance with any archaeological management plan with which compliance is required either by any approval for those works issued under the Environmental Planning and Assessment Act 1979, or required in accordance with a determination of environmental assessment by the determining authority under Part 5 of that Act, and in accordance with the Heritage Controls of the Huntingwood Precinct Development Control Plan (August 2011) adopted by Blacktown City Council and applicable to those above roads.

Should archaeological relics or deposits be uncovered during excavation work, all work must cease in the immediate area. A suitably qualified and experienced archaeologist must be contacted to assess the archaeology and the Heritage Branch should be informed immediately.

The following exemptions apply to Honeman Close, Boiler Close, Yallock Place, Reservoir Road (from its intersection with Yallock Place eastwards to its termination at the M4 motorway) and Tarlington Place:

**Exemption 2.** Excluding any matter falling within Exemption No.3 or No.5 below, excavation or disturbance of land of the kind specified below does not require approval under subsection 57 (1) of the Heritage Act 1977, provided that the Heritage Council or its Delegate is satisfied that the criteria in (a), (b) or (c) have been met and the person proposing to undertake the excavation or disturbance of the land has received a notice advising that the Heritage Council or its Delegate is satisfied that:

- (a) an archaeological assessment, zoning plan or management plan has been prepared in accordance with applicable and current guidelines published by the Heritage Council of NSW which assessment indicates that any relics in the land are unlikely to have state or local heritage significance; or
- (b) disturbance of land will have a minor impact on archaeological relics including the testing of land to verify the existence of relics without destroying or removing them; or
- (c) a statement describing the proposed excavation demonstrates that evidence relating to the history or nature of the site, such as its level of disturbance indicates that site has little or no archaeological research potential.

A person proposing to excavate or disturb land in the manner described in paragraph 1 must write to the Heritage Council and describe the proposed excavation or disturbance of land and set out why it satisfies the criteria set out in paragraph 1. If the Heritage Council or its Delegate is satisfied that the proposed development meets the criteria set out in paragraph 1 (a), (b) or (c) the Heritage Council or its Delegate shall notify the applicant.

**Exemption 3.** Excavation or disturbance of land of the kind specified below does not require approval under subsection 57 (1) of the Heritage Act:

- (a) the excavation or disturbance of land is for the purpose of exposing underground utility services infrastructure which occurs within an existing service trench and will not affect any other relics;

- (b) the excavation or disturbance of land is to carry out inspections or emergency maintenance or repair on underground utility services and due care is taken to avoid effects on any other relics or historic services;
- (c) the excavation or disturbance of land is to maintain, repair, or replace underground utility services to buildings provided these works will not adversely affect any significant archaeology including (but not limited to) historic services.
- (d) the excavation or disturbance of land is to expose survey marks for use in conducting a land survey.

A person proposing to excavate or disturb land in the manner described above must write to the Heritage Council and describe the proposed excavation or disturbance of land and set out why it satisfies the criteria set out in paragraph 1. If the Heritage Council or its Delegate is satisfied that the proposed development meets the criteria set out in paragraph 1 (a), (b) or (c) the Heritage Council or its Delegate shall notify the applicant.

Should archaeological relics or deposits be uncovered during excavation work, all work must cease in the immediate area. A suitably qualified and experienced archaeologist must be contacted to assess the archaeology and the Heritage Branch should be informed immediately.

**Exemption 4.** Pest management activities and vegetation management activities.

Such activities may include weed and feral animal/insect eradication, lawn mowing, topdressing, tree pruning and removal of dangerous trees. The stumps of dangerous trees are to be left in situ.

Any excavation associated with feral animal/insect eradication must be in accordance with the recommendations contained within an Archaeological Management Plan for the site endorsed by the Heritage Council or its Delegate and provided these works will not adversely affect any significant archaeology including (but not limited to) historic infrastructure and services.

Should archaeological relics or deposits be uncovered all work must cease in the immediate area. A suitably qualified and experienced archaeologist must be contacted to assess the archaeology and the Heritage Branch should be informed immediately.

**Exemption 5.** Road maintenance.

- i) Maintenance of the road within the existing road reserve to maintain its condition or operation, including reconstruction of the road pavement, with the minimum necessary impact to underlying fabric.
- ii) Works (other than works falling under para (i)) within the road reserve, that do not involve realignment of the road, including repair, restoration and rebuilding of existing drainage, trenches, pavements and fences, and erecting signs where it can be demonstrated that such works will have the minimum necessary impact to underlying fabric and will not disturb or reveal relics within the meaning of the Heritage Act

Should archaeological relics or deposits be uncovered all work must cease in the immediate area. A suitably qualified and experienced archaeologist must be contacted to assess the archaeology and the Heritage Branch should be informed immediately.

**Exemption 6.** All activities for temporary change of use where such activities do not entail disturbance of land.

**Exemption 7.** Display of any notice on the land for the purpose of site interpretation and public information where disturbance of land associated with this activity will not adversely affect any significant archaeology including (but not limited to) original road fabric, historic infrastructure or services and 'relics' within the meaning of the Heritage Act.

Should archaeological relics or deposits be uncovered all work must cease in the immediate area. A suitably qualified and experienced archaeologist must be contacted to assess the archaeology and the Heritage Branch should be informed immediately.

## HERITAGE ACT 1977

Notice of Listing on the State Heritage Register under Section 37 (1) (b)

Mullumbimby Hydro-electric Power Station Complex  
Wilsons Creek Road, Mullumbimby  
SHR No. 1926

IN pursuance of section 37 (1) (b) of the Heritage Act 1977 (NSW), the Heritage Council gives notice that the item of environmental heritage specified in Schedule "A" has been listed on the State Heritage Register in accordance with the decision of the Minister for Heritage made on 18 June 2014 to direct the listing. This listing applies to the curtilage or site of the item, being the land described in Schedule "B".

Heritage Council of New South Wales

SCHEDULE "A"

The item known as Mullumbimby Hydro-electric Power Station Complex, situated on the land described in Schedule "B".

SCHEDULE "B"

All those pieces or parcels of land known as Part Lot 11, DP 1107625; Part Lot 21, DP 1134217; Part Lot 18, DP 633243; Part Lot 13, DP 581145; Part Lot 1, DP 577722; Lot 1, DP 314094; Lot 1, DP 314096; Lot 2, DP 314096; Part Lot 2, DP 635195; Part Lot 14, DP 605947; in the Parish of Mullumbimby, County of Rous shown on the plan catalogued HC 2597 in the office of the Heritage Council of New South Wales.

**HERITAGE ACT 1977**

Order under Section 57 (2) to Grant Site Specific Exemptions from Approval  
Mullumbimby Hydro-electric Power Station Complex  
SHR No. 1926

I, the Minister for Heritage, on the recommendation of the Heritage Council of New South Wales, in pursuance of section 57 (2) of the Heritage Act 1977, do, by this my order, grant an exemption from section 57 (1) of that Act in respect of the engaging in or carrying out of any activities described in Schedule "C" by the owner, mortgagee or lessee of the land described in Schedule "B" on the item described in Schedule "A".

Sydney, this 18th day of June 2014.

The Hon. ROB STOKES, M.P.,  
Minister for Heritage

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**SCHEDULE "A"**

The item known as Mullumbimby Hydro-electric Power Station Complex, situated on the land described in Schedule "B".

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**SCHEDULE "B"**

All those pieces or parcels of land known as Part Lot 11, DP 1107625; Part Lot 21, DP 1134217; Part Lot 18, DP 633243; Part Lot 13, DP 581145; Part Lot 1, DP 577722; Lot 1, DP 314094; Lot 1, DP 314096; Lot 2, DP 314096; Part Lot 2, DP 635195; Part Lot 14, DP 605947; in the Parish of Mullumbimby, County of Rous shown on the plan catalogued HC 2597 in the office of the Heritage Council of New South Wales.

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**SCHEDULE "C"**

1. Works to existing water supply infrastructure for operational requirements, maintenance and repair that do not involve any excavation or impacts on archaeological resources and relics. Emergency works to restore existing infrastructure assets to protect public health, protect property and/or protect the environment where these emergency works involve no greater soil or vegetation disturbance than necessary.
2. Works by Essential Energy on Essential Energy assets to operate, repair and maintain existing electricity infrastructure – being electricity power lines or associated equipment or electricity structures that form part of a transmission and distribution system – for operational requirements, maintenance and repair that do not involve any excavation or impacts on archaeological resources and relics. Emergency works to restore existing infrastructure assets to protect public health, protect property and/or protect the environment where these emergency works involve no greater soil or vegetation disturbance than necessary.
3. Mowing, pruning and removal of vegetation adjacent to water race where such removal does not impact significant or endangered ecological communities or species and is necessary for the protection/maintenance of the race.
4. Any works in the land above the underground water race and pipeline that does not impact the race or pipeline.
5. Testing of land for contaminated site remediation where such testing does not involve impacts on archaeological relics or resources.
6. Repair and maintenance of existing underground services and utilities infrastructure where these works utilise or apply to existing service trenches and/or pre-existing structures.
7. Works identified in Appendix A of the 'Mullumbimby Hydro-electric Power Station Conservation Management Plan' dated February 2010, prepared by the Government Architects Office.

# Department of Trade and Investment, Regional Infrastructure and Services

## PRIMARY INDUSTRIES

### FISHERIES MANAGEMENT ACT 1994

#### Section 76

#### Instrument of Determination of Management Charge for 1 July 2014 to 30 June 2015

I, DOUGLAS FERRELL, Acting Director, Commercial Fisheries, with the delegated authority of the Minister for Primary Industries and the Secretary of the Department of Trade and Investment, Regional Infrastructure and Services pursuant to sections 227 and 228 of the *Fisheries Management Act 1994* ("the Act"), do by this instrument of determination pursuant to sections 76 (1) and (2) of the Act, determine the management charge for the period 1 July 2014 to 30 June 2015 payable by holders of shares in any of the relevant share management fisheries in respect of each fishing business the components of which include shares in one or more of the relevant share management fisheries as follows:

1. If the components of a fishing business include shares (of any class) in one or more of the relevant share management fisheries, the management charge in respect of that fishing business (the *management charge*) is the total of the following amounts:
  - (a) for the first class of shares held by the fishing business – \$1,095;
  - (b) for the second class of shares held by the fishing business – \$1,095;
  - (c) for the third and each subsequent class of shares held by the fishing business – the discounted amount for that class of shares;
  - (d) \$500.
2. The *discounted amount* for a class of shares is calculated as follows:
  - (a) for the third class of shares held by the fishing business – \$657 (being 60% of \$1,095, rounded to the nearest dollar);
  - (b) for the fourth class of shares held by the fishing business – \$394 (being 60% of the discounted amount for the third class of shares held by the fishing business, rounded to the nearest dollar);
  - (c) for the fifth class of shares held by the fishing business – \$236 (being 60% of the discounted amount for the fourth class of shares held by the fishing business, rounded to the nearest dollar);
  - (d) for the sixth class of shares held by the fishing business – \$142 (being 60% of the discounted amount for the fifth class of shares held by the fishing business, rounded to the nearest dollar);
  - (e) and so on until all classes of shares held by the fishing business have been accounted for.

**Note:** The last column of the Table in the Attachment to this instrument of determination sets out the total management charges calculated in accordance with clauses 1 and 2 of this instrument of determination.

3. If the components of a fishing business for which a management charge is payable include a southern fish trawl endorsement, the calculation of the management charge is modified as follows:
- (a) the southern fish trawl endorsement is to be treated as if it were the first class of shares held by the fishing business;
  - (b) in subclause 1. (a) of this instrument of determination, the amount to be added for that first class of shares is nil.
- Note:** No management charge is included for the southern fish trawl endorsement because an annual contribution of \$1,095 is payable in respect of that endorsement under section 115A of the Act.
4. For the purposes of this instrument of determination, a class of shares is held by a fishing business if the shares are a component of that fishing business on 31 July 2014.

In this instrument of determination:

**class of share** means a class of share in a relevant share management fishery, as listed in:

- (a) clause 5 of the Appendix to the *Fisheries Management (Estuary General Share Management Plan) Regulation 2006*;
- (b) clause 5 of the Appendix to the *Fisheries Management (Estuary Prawn Trawl Share Management Plan) Regulation 2006*;
- (c) clause 5 of the Appendix to the *Fisheries Management (Ocean Hauling Share Management Plan) Regulation 2006*;
- (d) clause 4 of the Appendix to the *Fisheries Management (Ocean Trap and Line Share Management Plan) Regulation 2006*;
- (e) clause 4 of the Appendix to the *Fisheries Management (Ocean Trawl Share Management Plan) Regulation 2006*.

**relevant share management fishery** means any of the following share management fisheries, as described in Schedule 1 to the Act:

- (a) the estuary general fishery;
- (b) the estuary prawn trawl fishery;
- (c) the ocean hauling fishery;
- (d) the ocean trawl fishery;
- (e) the ocean trap and line fishery.

**southern fish trawl endorsement** has the same meaning as it has in the *Fisheries Management (General) Regulation 2010*.

This instrument of determination commences on 1 July 2014.

Dated this twenty-sixth day of June 2014.

**DOUGLAS FERRELL,**  
**Acting Director, Commercial Fisheries,**  
**Department of Primary Industries**  
**(an office within the Department of Trade and**  
**Investment, Regional Infrastructure and Services)**



ATTACHMENT

Table – Share management charges relating to the Estuary General Fishery, Estuary Prawn Trawl Fishery, Ocean Hauling Fishery, Ocean Trawl Fishery and the Ocean Trap and Line Fishery.

No. of share classes in a fishing business	Charge for each share class held in the fishing business															Total charge \$	
	1st share class \$	2nd share class \$	3rd share class \$	4th share class \$	5th share class \$	6th share class \$	7th share class \$	8th share class \$	9th share class \$	10th share class \$	11th share class \$	12th share class \$	13th share class \$	14th share class \$	15th share class \$		Clause 1.(d) \$
1	1,095															500	1,595
2	1,095	1,095														500	2,690
3	1,095	1,095	657													500	3,347
4	1,095	1,095	657	394												500	3,741
5	1,095	1,095	657	394	236											500	3,977
6	1,095	1,095	657	394	236	142										500	4,119
7	1,095	1,095	657	394	236	142	85									500	4,204
8	1,095	1,095	657	394	236	142	85	51								500	4,255
9	1,095	1,095	657	394	236	142	85	51	31							500	4,286
10	1,095	1,095	657	394	236	142	85	51	31	19						500	4,305
11	1,095	1,095	657	394	236	142	85	51	31	19	11					500	4,316
12	1,095	1,095	657	394	236	142	85	51	31	19	11	7				500	4,323
13	1,095	1,095	657	394	236	142	85	51	31	19	11	7	4			500	4,327
14	1,095	1,095	657	394	236	142	85	51	31	19	11	7	4	2		500	4,329
15	1,095	1,095	657	394	236	142	85	51	31	19	11	7	4	2	1	500	4,330

## Other Notices

### ELECTRICITY GENERATOR ASSETS (AUTHORISED TRANSACTIONS) ACT 2012

#### LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

##### Notice of Compulsory Acquisition of Land for Purposes of the Act

THE Electricity Assets Ministerial Holding Corporation, with the approval of Her Excellency the Governor, declares that the easements described in the schedule below are acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purposes of the Electricity Generator Assets (Authorised Transactions) Act 2012.

Dated at Sydney, this 23rd day of June 2014.

ANDREW CONSTANCE,  
Treasurer for  
Electricity Assets Ministerial Holding Corporation

#### SCHEDULE

##### Easements only

All that piece or parcel of land in the Parishes of West Goodradigbee and Childowla, the Counties of Buccleuch and Harden and the Local Government Areas of Gundagai and Yass Valley shown as “(EA) Proposed Easement for access variable width” on Plan of Proposed Acquisition DP 1196430.

The terms and conditions of this easement are as follows:

“1. The body having the benefit of this easement may:

- (a) by any reasonable means pass across each lot burdened, but only within the site of this easement,
- (b) do anything reasonably necessary for passing across the site of this easement, including:
  - entering the site of this easement, and
  - taking anything including vehicles on to the site of this easement,
  - carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces or structures.

2. In exercising those powers, the body having the benefit of this easement:

- (a) must give reasonable prior notice to the owner and any occupier of the lot burdened (including particulars of the works to be undertaken and the estimated period and date of commencement and completion of those works) prior to undertaking any works, and
- (b) must provide evidence of workers compensation insurance to the owner of the lot burdened prior to undertaking any works provided that this clause will not apply where the body having the benefit of this easement is covered by the NSW Government’s self-managed insurance fund (TMF) or is self-insured for workers compensation, and
- (c) must ensure all work is done in a proper and workmanlike manner and in compliance with all laws, rules, regulations, ordinances, by-laws, applicable standards and requirements of any authority, and
- (d) must cause as little inconvenience as is practicable to the owner of the lot burdened, and
- (e) must cause as little damage as is practicable to the lot burdened and any improvement on it, and
- (f) must restore the lot burdened as nearly as is practicable to its former condition, and
- (g) must make good any collateral damage, and must not cause the owner, occupier and any user of the lot burdened to be in breach of any laws, rules, regulations, ordinances, by-laws, applicable standards or requirements of any authority, and
- (h) does so at its own risk and releases the owner, occupier and any user of the lot burdened from all costs, claims, demands and liabilities of any kind which may arise from or in connection with any incident or damage to the property or loss, injury or death to any person on, or in the vicinity of, or entering upon, or using, the lot burdened to the extent that they are contributed to or caused by the use and occupation of the site of this easement or the exercise of the rights under this easement by the body having the benefit of this easement and any persons authorised by that body.

3. The body having the benefit of this easement must, at its own expense, effect and maintain an insurance policy against all usual and foreseeable risks against third party liability including personal injury and property damage which may arise from the use of the site of this easement or from the body having the benefit of this easement exercising its rights under this easement. All insurance policies must be effected with a reputable insurer for an amount being not less than \$20,000,000 or such other amount as is reasonably required by the owner of the lot burdened from time to time, and must note the interest of the owner of the lot burdened. The body having the benefit of this easement must provide to the owner of the lot burdened (as and when requested) evidence of the currency of the insurance policies provided that this clause will not apply where the body having the benefit of this easement is covered by the TMF.

4. Subject to the operation of any relevant statute, the body having the benefit of this easement must indemnify and keep indemnified the owner of the lot burdened and its employees and agents (“those indemnified”) from and against all



actions, suits, claims and demands of whatsoever nature that may be brought against those indemnified and all costs, charges and expenses that those indemnified may incur in respect of any accident, injury and death and/or damage or loss including indirect to any person or property, to the extent that they are contributed to or caused by the use and occupation of the site of this easement or the exercise of the rights under this easement by the body having the benefit of this easement and any persons authorised by that body despite that:

- (a) the terms and conditions of this easement have in all respects been observed by the body having the benefit of this easement, or
- (b) any such accident, injury and/or damage or loss arises from any act or thing that the body having the benefit of this easement may be authorised or compelled to do by the terms and conditions of this easement, and provided however that this indemnity will not be deemed to cover any action, suit, claim, demand, costs, charge or expense to the extent arising from negligence on the part of any of those indemnified.

For the avoidance of doubt, this clause does not operate to restrict the rights of those indemnified to seek damages at common law or in equity.

5. The rights granted to the body having the benefit of this easement extend to and for the benefit of any persons authorised by that body including the body's employees, officers, agents, contractors and licensees, and the body having the benefit of this easement must procure any such party to comply with the provisions of this easement.
6. The person empowered to vary or modify this easement is the body having the benefit of this easement with the consent of the owner of the lot burdened. The person empowered to release this easement is the body having the benefit of this easement. This easement will terminate upon the termination for whatever reason of the Lease between the Water Administration Ministerial Corporation and Green State Power Pty Ltd for the land described in Lots 2 and 3 in DP 1196430.
7. This easement is intended to be an easement in gross under section 88A of the Conveyancing Act 1919 (NSW)."

All that piece or parcel of land in the Parishes of West Goodradigbee and Childowla, the Counties of Buccleuch and Harden and the Local Government Areas of Gundagai and Yass Valley shown as "(EF) Proposed Easement for access 1.3 wide and variable width" on Plan of Proposed Acquisition DP 1196430.

The terms and conditions of this easement are as follows:

1. The body having the benefit of this easement may:
  - (a) by any reasonable means pass across each lot burdened, but only within the site of this easement,
  - (b) do anything reasonably necessary for passing across the site of this easement, including:
    - entering the site of this easement,
    - taking anything including vehicles on to the site of this easement, and
    - carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces or structures.
2. In exercising those powers, the body having the benefit of this easement:
  - (a) must give reasonable prior notice to the owner and any occupier of the lot burdened (including particulars of the works to be undertaken and the estimated period and date of commencement and completion of those works) prior to undertaking any works, and
  - (b) must provide evidence of workers compensation insurance to the owner of the lot burdened prior to undertaking any works provided that this clause will not apply where the body having the benefit of this easement is covered by the NSW Government's self-managed insurance fund (TMF) or is self-insured for workers compensation, and
  - (c) must ensure all work is done in a proper and workmanlike manner and in compliance with all laws, rules, regulations, ordinances, by-laws, applicable standards and requirements of any authority, and
  - (d) must cause as little inconvenience as is practicable to the owner of the lot burdened, and
  - (e) must cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (f) must restore the lot burdened as nearly as is practicable to its former condition, and
  - (g) must make good any collateral damage, and must not cause the owner, occupier and any user of the lot burdened to be in breach of any laws, rules, regulations, ordinances, by-laws, applicable standards or requirements of any authority, and
  - (h) does so at its own risk and releases the owner, occupier and any user of the lot burdened from all costs, claims, demands and liabilities of any kind which may arise from or in connection with any incident or damage to the property or loss, injury or death to any person on, or in the vicinity of, or entering upon, or using, the lot burdened to the extent that they are contributed to or caused by the use and occupation of the site of this easement or the exercise of the rights under this easement by the body having the benefit of this easement and any persons authorised by that body.
3. The body having the benefit of this easement must, at its own expense, effect and maintain an insurance policy against all usual and foreseeable risks against third party liability including personal injury and property damage which may arise from the use of the site of this easement or from the body having the benefit of this easement exercising its rights under this easement. All insurance policies must be effected with a reputable insurer for an amount being not less than \$20,000,000 or such other amount as is reasonably required by the owner of the lot burdened from time to time, and

must note the interest of the owner of the lot burdened. The body having the benefit of this easement must provide to the owner of the lot burdened (as and when requested) evidence of the currency of the insurance policies provided that this clause will not apply where the body having the benefit of this easement is covered by the TMF.

4. Subject to the operation of any relevant statute, the body having the benefit of this easement must indemnify and keep indemnified the owner of the lot burdened and its employees and agents (“those indemnified”) from and against all actions, suits, claims and demands of whatsoever nature that may be brought against those indemnified and all costs, charges and expenses that those indemnified may incur in respect of any accident, injury and death and/or damage or loss including indirect to any person or property, to the extent that they are contributed to or caused by the use and occupation of the site of this easement or the exercise of the rights under this easement by the body having the benefit of this easement and any persons authorised by that body despite that:
  - (a) the terms and conditions of this easement have in all respects been observed by the body having the benefit of this easement, or
  - (b) any such accident, injury and/or damage or loss arises from any act or thing that the body having the benefit of this easement may be authorised or compelled to do by the terms and conditions of this easement, and
 provided however that this indemnity will not be deemed to cover any action, suit, claim, demand, costs, charge or expense to the extent arising from negligence on the part of any of those indemnified.  
 For the avoidance of doubt, this clause does not operate to restrict the rights of those indemnified to seek damages at common law or in equity.
5. The rights granted to the body having the benefit of this easement extend to and for the benefit of any persons authorised by that body including the body’s employees, officers, agents, contractors and licensees, and the body having the benefit of this easement must procure any such party to comply with the provisions of this easement.
6. The person empowered to vary or modify this easement is the body having the benefit of this easement with the consent of the owner of the lot burdened. The person empowered to release this easement is the body having the benefit of this easement. This easement will terminate upon the termination for whatever reason of the Lease between the Water Administration Ministerial Corporation and Green State Power Pty Ltd for the land described in Lots 2 and 3 in DP 1196430.
7. This easement is intended to be an easement in gross under section 88A of the Conveyancing Act 1919 (NSW).”

All that piece or parcel of land in the Parishes of West Goodradigbee and Childowla, the Counties of Buccleuch and Harden and the Local Government Areas of Gundagai and Yass Valley shown as “(EP) Proposed Easement for Overhead Power Lines 12 Wide” on Plan of Proposed Acquisition DP 1196430.

The terms and conditions of this easement are as follows:

- “1. The body having the benefit of this easement may, with prior notification to the owner of the Lot Burdened:
  - (a) install Overhead Equipment within the Easement Site,
  - (b) excavate the Easement site for the purposes of exercising its rights or performing its obligations under this easement,
  - (c) use the Overhead Equipment for the transmission of electricity or signals,
  - (d) 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 for the purpose of exercising its rights or performing its obligations under this easement,
  - (e) cut fences or walls, install its own gates, locks, roads, tracks, bridges and other means of access on the Lot Burdened (in the case of cutting fences or walls or installation of gates or locks. The body having the benefit of this easement must, in addition to giving the owner of the Lot burdened prior notification, obtain the prior approval of the owner of the Lot burdened, such approval not to be unreasonably withheld),
  - (f) trim or remove any vegetation from the Lot Burdened that:
    - could destroy, damage or interfere with its Overhead Equipment,
    - could make its Overhead Equipment become a potential cause of bush fire or a potential risk to public safety,
    - could prevent reasonable access to the Easement Site or the Overhead Equipment,
  - (g) remove any unauthorised encroachments from the Easement Site and recover from the owner of the Lot Burdened the costs of carrying out the removal work and repairing any damage to the Overhead Equipment caused by the unauthorised encroachment.
2. In exercising its rights under this easement the body having the benefit of this easement:
  - (a) Will take all reasonable precautions to minimise disturbance to the Lot Burdened and will promptly repair any damage caused by it and restore the Lot Burdened as nearly as practicable to its original condition;
  - (b) Subject to its rights under the easement terms, will not impede, endanger or interfere with the reasonable use of the owner of the Lot Burdened;
  - (c) Will close all gates after accessing or leaving the Lot Burdened;
  - (d) Will repair any damage to fences caused by it;
  - (e) Will leave the Lot Burdened in a satisfactory condition and free of any rubbish or unused construction materials brought by it onto the Lot Burdened; and

- (f) Will comply with all Environmental Laws in respect of its rights and obligations under the easement.
3. The body having the benefit of this easement will at all times and at its own expense keep the Overhead Equipment in a proper and fit state of repair.
4. The owner of the Lot Burdened agrees that it will not:
- (a) Place or permit to be placed any Services or Structure within the Easement Site,
  - (b) Alter the surface of the Easement Site,
  - (c) Do or permit to be done anything that restricts access to the Easement Site by the body having the benefit of this easement, or
  - (d) Plant or allow to grow vegetation other than low or horizontal growing grasses within the Easement Site (provided that the owner of the Lot burdened will not be required to trim, remove or prevent from growing any naturally occurring bushland on the Lot Burdened),
- Without the written permission of the body having the benefit of this easement and in accordance with such conditions as the body having the benefit of this easement may reasonably impose.
5. In this memorandum and any document which refers to it the following definitions apply
- (a) "Claim" means any claim, notice, demand, debt, account action, expense, cost (including reasonable legal costs and court costs) and liability proceeding litigation (including reasonable legal costs), investigation or judgment of any nature whether known or unknown and whether arising out of a third party claim or a claim by The body having the benefit of this easement or the owner of the Lot burdened.
  - (b) "The body having the benefit of this easement" includes its successors and assigns (who may exercise its rights by any persons authorised by it).
  - (c) "Easement Site" means the part of the Lot Burdened as the site of an easement for overhead power lines 12 wide and shown as the site of an easement in plan number 1196430 registered with the Land and Property Information business unit of the New South Wales Department of Finance and Services.
  - (d) "Environment Laws" means the requirements of all laws (whether Commonwealth, State, or common law), regulations, rulings or standards concerning environmental matters, including but not limited to laws, regulations, rulings and standards concerning pollution, waste disposal, toxic and hazardous substances, resource allocation, clean water, clean air, and water and soil conservation,
  - (e) "Install" includes construct, inspect, repair, replace, maintain, modify, use and remove,
  - (f) "Owner of the Lot Burdened" means the registered proprietor of the Lot Burdened and its successors and assigns (including those claiming under or through the registered proprietor) and any other person having an estate or interest in the Lot Burdened,
  - (g) "Lot Burdened" means the land which has the burden of rights created by any document which refers to this memorandum,
  - (h) "Overhead Equipment" means above ground mains, wires, cables or other conduit, transformers (including pole-mounted and pad mounted transformers), substations (including pole-mounted and pad mounted substations) and boosters together with any above ground or underground ancillary works including service cables and connecting cables and the supports therefor (including any towers or poles),
  - (i) "Services" includes overhead and underground telephone, communications, gas, water, sewage and drainage services,
  - (j) "Signals" means and includes data or signals of any description or kind,
  - (k) "Structure" includes building, wall, retaining wall, carport and swimming pool but excludes furniture and garden ornament.
6. The body having the benefit of this easement will indemnify the owner of the Lot Burdened and keep the owner of the Lot Burdened indemnified against any liability and loss arising from, and all costs, charges and expenses incurred in connection with:
- (a) Any loss or damage to property, the Lot Burdened or the improvements on the Lot Burdened;
  - (b) The death or injury of any person, caused or contributed to by the negligent acts or omissions of the body having the benefit of this easement, its agents, employees, consultants or contractors exercising rights under the easement provided the indemnity reduces proportionately to the extent that the damage, loss, death or injury is caused or contributed to by the negligent acts or omissions of the owner of the Lot Burdened.
7. The body having the benefit of this easement will indemnify the owner of the Lot Burdened and keep the owner of the Lot Burdened indemnified against any liability and loss arising from, and all costs, charges, expenses, penalties and fines incurred in connection with any breach of an Environmental Law caused or contributed to by the acts or omissions of the body having the benefit of this easement its agents, employees, consultants or contractors exercising rights under the easement provided that the indemnity reduces proportionately to the extent that the damage, breach, loss, death or injury is caused or contributed to by the acts or omissions of the owner of the Lot Burdened.
8. The person empowered to vary or modify this easement is the body having the benefit of this easement with the consent of the owner of the lot burdened. The person empowered to release this easement is the body having the benefit of this easement. This easement will terminate upon the termination for whatever reason of the Lease between the Water

Administration Ministerial Corporation and Green State Power Pty Ltd for the land described in Lots 2 and 3 in DP 1196430.

9. The easement is an easement in gross under Section 88A of the Conveyancing Act 1919 (NSW)."

All that piece or parcel of land in the Parishes of West Goodradigbee and Childowla, the Counties of Buccleuch and Harden and the Local Government Areas of Gundagai and Yass Valley shown as "(EE) Proposed Easement For Instrumentation Variable Width" on Plan of Proposed Acquisition DP 1196430.

The terms and conditions of this easement are as follows:

- "1. The body having the benefit of this easement may, with prior notification to the owner of the Lot Burdened:
  - (a) install Instrumentation within the Easement Site;
  - (b) excavate the Easement Site for the purpose of exercising its rights or performing its obligations under this easement;
  - (c) transmit electricity through each Lot Burdened, but only within the Easement Site;
  - (d) 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 for the purpose of exercising its rights or performing its obligations under this easement; and
  - (e) take anything onto the Lot Burdened.
2. In exercising those powers, the body having the benefit of this easement must:
  - (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened, and
  - (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it, and
  - (d) restore the Lot Burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage; and
  - (f) comply with all Environmental Laws in respect of its rights and obligations under this easement.
3. The body having the benefit of this easement will at all times and at its own expense keep the Instrumentation in a proper and fit state of repair.
4. The owner of the Lot Burdened agrees that it will not:
  - (a) place or permit to be placed any Services or Structure within the Easement Site,
  - (b) alter the surface of the Easement Site; or
  - (c) do or permit to be done anything that restricts access to the Easement Site by the body having the benefit of this easement.
5. In this memorandum and any document which refers to it the following definitions apply:
  - (a) "Claim" means any claim, notice, demand, debt, account action, expense, cost (including reasonable legal costs and court costs) and liability proceeding litigation (including reasonable legal costs), investigation or judgment of any nature whether known or unknown and whether arising out of a third party claim or a claim by the body having the benefit of this easement or the owner of the lot burdened.
  - (b) The body having the benefit of this easement includes its successors and assigns (who may exercise its rights by any persons authorised by it).
  - (c) "Easement Site" means the part of the Lot Burdened as the site of an easement for instrumentation and shown as the site of an easement in any plan registered with Land and Property Information business unit of the New South Wales Department of Finance and Services.
  - (d) "Environmental Laws" means the requirements of all laws (whether Commonwealth, State or common law), regulations, rulings or standards concerning environmental matters including but not limited to laws, regulations, rulings and standards concerning pollution, waste disposal, toxic and hazardous substances, resource allocation, clean water, clean air, and water and soil conservation.
  - (e) "Install" includes construct, repair, replace, maintain, modify, use and remove.
  - (f) "Owner of the Lot Burdened" means the registered proprietor of the Lot Burdened and its successors and assigns (including those claiming under or through the registered proprietor) and any other person having an estate or interest in the Lot Burdened.
  - (g) "Lot Burdened" means the land which has the burden of rights created by any document which refers to this memorandum.
  - (h) "Instrumentation" means low voltage instruments, cables and any associated ancillary works relating to the operation or maintenance of a hydro-electric power station.
  - (i) "Services" includes underground telephone, communications, gas, water, sewage and drainage services.
  - (j) "Signals" means and includes data or signals of any description or kind.
  - (k) "Structure" includes building, wall or retaining wall.

6. The body having the benefit of this easement will indemnify the owner of the Lot Burdened and keep the owner of the Lot Burdened indemnified against any liability and loss arising from, and all costs, charges and expenses incurred in connection with:
  - (a) any loss or damage to property, the Lot Burdened or the improvements on the Lot Burdened; and
  - (b) the death or injury of any person,  
caused or contributed to by the negligent acts or omissions of the body having the benefit of this easement, its agents, employees, consultants or contractors exercising rights under the easement provided the indemnity reduces proportionately to the extent that the damage, loss, death or injury is caused or contributed to by the negligent acts or omissions of the owner of the Lot Burdened.
7. The body having the benefit of this easement will indemnify the owner of the Lot Burdened and keep the owner of the Lot Burdened indemnified against any liability and loss arising from, and all costs, charges, expenses, penalties and fines incurred in connection with, any breach of an Environmental Law caused or contributed to by the acts or omissions of the body having the benefit of this easement, its agents, employees, consultants or contractors exercising rights under the easement provided that the indemnity reduces proportionately to the extent that the breach, liability, loss, costs, charges, expenses, penalties or fines is caused by or contributed to by the acts or omissions of the owner of the Lot Burdened.
8. The person empowered to vary or modify this easement is the body having the benefit of this easement with the consent of the owner of the Lot Burdened. The person empowered to release this easement is the body having the benefit of this easement. This easement will terminate upon the termination for whatever reason of the Lease between the Water Administration Ministerial Corporation and Green State Power Pty Ltd for the land described in Lots 2, 3, 4 and 5, DP 1196430.
9. This easement is an easement in gross under section 88A of the Conveyancing Act 1919 (NSW)."

All that piece or parcel of land in the Parishes of West Goodradigbee and Childowla, the Counties of Buccleuch and Harden and the Local Government Areas of Gundagai and Yass Valley shown as "(L12) Proposed easement for access variable width with load limit of 12 tonnes" on Plan of Proposed Acquisition DP 1196430.

The terms and conditions of this easement are as follows:

"1. The body having the benefit of this easement may:

- (a) by any reasonable means pass across each lot burdened, but only within the site of this easement,
  - (b) do anything reasonably necessary for passing across the site of this easement, including:
    - entering the site of this easement,
    - taking anything including vehicles on to the site of this easement, and
    - carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces or structures.
2. In exercising those powers, the body having the benefit of this easement:
- (a) must give reasonable prior notice to the owner and any occupier of the lot burdened (including particulars of the works to be undertaken and the estimated period and date of commencement and completion of those works) prior to undertaking any works, and
  - (b) must provide evidence of workers compensation insurance to the owner of the lot burdened prior to undertaking any works provided that this clause will not apply where the body having the benefit of this easement is covered by the NSW Government's self-managed insurance fund (TMF) or is self-insured for workers compensation, and
  - (c) must ensure all work is done in a proper and workmanlike manner and in compliance with all laws, rules, regulations, ordinances, by-laws, applicable standards and requirements of any authority, and
  - (d) must cause as little inconvenience as is practicable to the owner of the lot burdened, and
  - (e) must cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (f) must restore the lot burdened as nearly as is practicable to its former condition, and
  - (g) must not take onto the lot burdened any vehicle with a gross mass (including any load carried by the vehicle) more than 12 tonnes, and
  - (h) must make good any collateral damage, and must not cause the owner, occupier and any user of the lot burdened to be in breach of any laws, rules, regulations, ordinances, by-laws, applicable standards or requirements of any authority, and
  - (i) does so at its own risk and releases the owner, occupier and any user of the lot burdened from all costs, claims, demands and liabilities of any kind which may arise from or in connection with any incident or damage to the property or loss, injury or death to any person on, or in the vicinity of, or entering upon, or using, the lot burdened to the extent that they are contributed to or caused by the use and occupation of the site of this easement or the exercise of the rights under this easement by the body having the benefit of this easement and any persons authorised by that body.
3. The body having the benefit of this easement must, at its own expense, effect and maintain an insurance policy against all usual and foreseeable risks against third party liability including personal injury and property damage which may arise from the use of the site of this easement or from the body having the benefit of this easement exercising its rights



under this easement. All insurance policies must be effected with a reputable insurer for an amount being not less than \$20,000,000 or such other amount as is reasonably required by the owner of the lot burdened from time to time, and must note the interest of the owner of the lot burdened. The body having the benefit of this easement must provide to the owner of the lot burdened (as and when requested) evidence of the currency of the insurance policies provided that this clause will not apply where the body having the benefit of this easement is covered by the TMF.

4. Subject to the operation of any relevant statute, the body having the benefit of this easement must indemnify and keep indemnified the owner of the lot burdened and its employees and agents (“those indemnified”) from and against all actions, suits, claims and demands of whatsoever nature that may be brought against those indemnified and all costs, charges and expenses that those indemnified may incur in respect of any accident, injury and death and/or damage or loss including indirect to any person or property, to the extent that they are contributed to or caused by the use and occupation of the site of this easement or the exercise of the rights under this easement by the body having the benefit of this easement and any persons authorised by that body despite that:
  - (a) the terms and conditions of this easement have in all respects been observed by the body having the benefit of this easement, or
  - (b) any such accident, injury and/or damage or loss arises from any act or thing that the body having the benefit of this easement may be authorised or compelled to do by the terms and conditions of this easement, and
 provided however that this indemnity will not be deemed to cover any action, suit, claim, demand, costs, charge or expense to the extent arising from negligence on the part of any of those indemnified.  
 For the avoidance of doubt, this clause does not operate to restrict the rights of those indemnified to seek damages at common law or in equity.
5. The rights granted to the body having the benefit of this easement extend to and for the benefit of any persons authorised by that body including the body’s employees, officers, agents, contractors and licensees, and the body having the benefit of this easement must procure any such party to comply with the provisions of this easement.
6. The person empowered to vary or modify this easement is the body having the benefit of this easement with the consent of the owner of the lot burdened. The person empowered to release this easement is the body having the benefit of this easement. This easement will terminate upon the termination for whatever reason of the Lease between the Water Administration Ministerial Corporation and Green State Power Pty Ltd for the land described in Lots 2 and 3 in DP 1196430.
7. This easement is intended to be an easement in gross under section 88A of the Conveyancing Act 1919 (NSW).”

All that piece or parcel of land in the Parishes of West Goodradigbee and Childowla, the Counties of Buccleuch and Harden and the Local Government Areas of Gundagai and Yass Valley shown as “(L40) Proposed easement for access variable width with load limit of 40 tonnes” on Plan of Proposed Acquisition DP 1196430.

The terms and conditions of this easement are as follows:

- “1. The body having the benefit of this easement may:
  - (a) by any reasonable means pass across each lot burdened, but only within the site of this easement,
  - (b) do anything reasonably necessary for passing across the site of this easement, including:
    - entering the site of this easement,
    - taking anything including vehicles on to the site of this easement, and
    - carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces or structures.
2. In exercising those powers, the body having the benefit of this easement:
  - (a) must give reasonable prior notice to the owner and any occupier of the lot burdened (including particulars of the works to be undertaken and the estimated period and date of commencement and completion of those works) prior to undertaking any works, and
  - (b) must provide evidence of workers compensation insurance to the owner of the lot burdened prior to undertaking any works provided that this clause will not apply where the body having the benefit of this easement is covered by the NSW Government’s self-managed insurance fund (TMF) or is self-insured for workers compensation, and
  - (c) must ensure all work is done in a proper and workmanlike manner and in compliance with all laws, rules, regulations, ordinances, by-laws, applicable standards and requirements of any authority, and
  - (d) must cause as little inconvenience as is practicable to the owner of the lot burdened, and
  - (e) must cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (f) must restore the lot burdened as nearly as is practicable to its former condition, and
  - (g) must not take onto the lot burdened any vehicle with a gross mass (including any load carried by the vehicle) more than 40 tonnes, and
  - (h) must make good any collateral damage, and must not cause the owner, occupier and any user of the lot burdened to be in breach of any laws, rules, regulations, ordinances, by-laws, applicable standards or requirements of any authority, and



- (i) does so at its own risk and releases the owner, occupier and any user of the lot burdened from all costs, claims, demands and liabilities of any kind which may arise from or in connection with any incident or damage to the property or loss, injury or death to any person on, or in the vicinity of, or entering upon, or using, the lot burdened to the extent that they are contributed to or caused by the use and occupation of the site of this easement or the exercise of the rights under this easement by the body having the benefit of this easement and any persons authorised by that body.
3. The body having the benefit of this easement must, at its own expense, effect and maintain an insurance policy against all usual and foreseeable risks against third party liability including personal injury and property damage which may arise from the use of the site of this easement or from the body having the benefit of this easement exercising its rights under this easement. All insurance policies must be effected with a reputable insurer for an amount being not less than \$20,000,000 or such other amount as is reasonably required by the owner of the lot burdened from time to time, and must note the interest of the owner of the lot burdened. The body having the benefit of this easement must provide to the owner of the lot burdened (as and when requested) evidence of the currency of the insurance policies provided that this clause will not apply where the body having the benefit of this easement is covered by the TMF.
4. Subject to the operation of any relevant statute, the body having the benefit of this easement must indemnify and keep indemnified the owner of the lot burdened and its employees and agents (“those indemnified”) from and against all actions, suits, claims and demands of whatsoever nature that may be brought against those indemnified and all costs, charges and expenses that those indemnified may incur in respect of any accident, injury and death and/or damage or loss including indirect to any person or property, to the extent that they are contributed to or caused by the use and occupation of the site of this easement or the exercise of the rights under this easement by the body having the benefit of this easement and any persons authorised by that body despite that:
  - (a) the terms and conditions of this easement have in all respects been observed by the body having the benefit of this easement, or
  - (b) any such accident, injury and/or damage or loss arises from any act or thing that the body having the benefit of this easement may be authorised or compelled to do by the terms and conditions of this easement, andprovided however that this indemnity will not be deemed to cover any action, suit, claim, demand, costs, charge or expense to the extent arising from negligence on the part of any of those indemnified.

For the avoidance of doubt, this clause does not operate to restrict the rights of those indemnified to seek damages at common law or in equity.
5. The rights granted to the body having the benefit of this easement extend to and for the benefit of any persons authorised by that body including the body’s employees, officers, agents, contractors and licensees, and the body having the benefit of this easement must procure any such party to comply with the provisions of this easement.
6. The person empowered to vary or modify this easement is the body having the benefit of this easement with the consent of the owner of the lot burdened. The person empowered to release this easement is the body having the benefit of this easement. This easement will terminate upon the termination for whatever reason of the Lease between the Water Administration Ministerial Corporation and Green State Power Pty Ltd for the land described in Lots 2 and 3 in DP 1196430.
7. This easement is intended to be an easement in gross under section 88A of the Conveyancing Act 1919 (NSW).”

**ELECTRICITY GENERATOR ASSETS (AUTHORISED TRANSACTIONS) ACT 2012****LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991**

## Notice of Compulsory Acquisition of Land for Purposes of the Act

THE Electricity Assets Ministerial Holding Corporation, with the approval of Her Excellency the Governor, declares that the easements described in the schedule below are acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purposes of the Electricity Generator Assets (Authorised Transactions) Act 2012.

Dated at Sydney, this 23rd day of June 2014.

ANDREW CONSTANCE,  
Treasurer for  
Electricity Assets Ministerial Holding Corporation

**SCHEDULE**

## Easements only

All that piece or parcel of land situated in the Parishes of Keepit and Namoi, the County of Darling and the Local Government Area of Gunnedah shown as "(UC) Proposed Easement for underground cables" on Deposited Plan 1196429.

The terms and conditions of this easement are those set out below:

1. The body having the benefit of this easement may, with prior notification to the owner of the Lot Burdened:
  - (a) install, inspect, maintain, repair, alter or replace Underground Equipment within the Easement Site,
  - (b) excavate the Easement Site for the purpose of exercising its rights or performing its obligations under this easement,
  - (c) use the Underground Equipment for the transmission of electricity or signals,
  - (d) 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 for the purpose of exercising its rights or performing its obligations under this easement,
  - (e) cut fences or walls, install its own gates, locks, roads, tracks, bridges and other means of access on the Lot Burdened (in the case of cutting fences or walls or installation of gates or locks, the body having the benefit of this easement must, in addition to giving the owner of the Lot Burdened prior notification, obtain the prior approval of the owner of the Lot Burdened, such approval not to be unreasonably withheld),
  - (f) trim or remove any vegetation from the Lot Burdened that:
    - could destroy, damage or interfere with its Underground Equipment,
    - could make its Underground Equipment become a potential cause of bush fire or a potential risk to public safety, or
    - could prevent reasonable access to the Easement Site or the Underground Equipment, and
  - (g) remove any unauthorised encroachments from the Easement Site and recover from the owner of the Lot Burdened the costs of carrying out the removal work and repairing any damage to the Underground Equipment caused by the unauthorised encroachment.
2. In exercising its rights under this easement the body having the benefit of this easement:
  - (a) will take all reasonable precautions to minimise disturbance to the Lot Burdened and will promptly repair any damage caused by it and restore the Lot Burdened as nearly as practicable to its original condition;
  - (b) subject to its rights under the easement terms, will not impede, endanger or interfere with the reasonable use of the owner of the Lot Burdened;
  - (c) will close all gates after accessing or leaving the Lot Burdened;
  - (d) will repair any damage to fences caused by it;
  - (e) will leave the Lot Burdened in a satisfactory condition and free of any rubbish or unused construction materials brought by it onto the Lot Burdened; and
  - (f) will comply with all Environmental Laws in respect of its rights and obligations under the easement.
3. The body having the benefit of this easement will at all times and at its own expense keep the Underground Equipment in a proper and fit state of repair.
4. The owner of the Lot Burdened agrees that it will not:
  - (a) place or permit to be placed any Services or Structure within the Easement Site,
  - (b) alter the surface of the Easement Site;
  - (c) do or permit to be done anything that restricts access to the Easement Site by the body having the benefit of this easement, or
  - (d) plant or allow to grow vegetation other than low or horizontal growing grasses within the Easement Site (provided no tilling of the soil occurs to a depth greater than 150 mm) without the written permission of the body having the benefit of this easement and in accordance with such conditions as the body having the benefit of this easement may reasonably impose.

5. In this memorandum and any document which refers to it the following definitions apply:
- (a) "Claim" means any claim, notice, demand, debt, account action, expense, cost (including reasonable legal costs and court costs) and liability proceeding litigation (including reasonable legal costs), investigation or judgment of any nature whether known or unknown and whether arising out of a third party claim or a claim by the body having the benefit of this easement or the owner of the lot burdened.
  - (b) The body having the benefit of this easement includes its successors and assigns (who may exercise its rights by any persons authorised by it).
  - (c) "Easement Site" means the part of the Lot Burdened as the site of an easement for underground cables and shown as the site of an easement in any plan registered with Land and Property Information business unit of the New South Wales Department of Finance and Services.
  - (d) "Environmental Laws" means the requirements of all laws (whether Commonwealth, State or common law), regulations, rulings or standards concerning environmental matters including but not limited to laws, regulations, rulings and standards concerning pollution, waste disposal, toxic and hazardous substances, resource allocation, clean water, clean air, and water and soil conservation.
  - (e) "Install" includes construct, repair, replace, maintain, modify, use and remove.
  - (f) "Owner of the lot burdened" means the registered proprietor of the Lot Burdened and its successors and assigns (including those claiming under or through the registered proprietor) and any other person having an estate or interest in the Lot Burdened.
  - (g) "Lot Burdened" means the land which has the burden of rights created by any document which refers to this memorandum.
  - (h) "Underground Equipment" means below ground mains, wires, cables or other conduit together with any below ground or underground ancillary works including service cables and connecting cables.
  - (i) "Services" includes underground telephone, communications, gas, water, sewage and drainage services.
  - (j) "Signals" means and includes data or signals of any description or kind.
  - (k) "Structure" includes building, wall retaining wall, carport and swimming pool but excludes furniture and garden ornament.
6. The body having the benefit of this easement will indemnify the owner of the Lot Burdened and keep the owner of the Lot Burdened indemnified against any liability and loss arising from, and all costs, charges and expenses incurred in connection with:
- (a) any loss or damage to property, the Lot Burdened or the improvements on the Lot Burdened; and
  - (b) the death or injury of any person,
- caused or contributed to by the negligent acts or omissions of the body having the benefit of this easement, its agents, employees, consultants or contractors exercising rights under the easement provided the indemnity reduces proportionately to the extent that the damage, loss, death or injury is caused or contributed to by the negligent acts or omissions of the owner of the Lot Burdened.
7. The body having the benefit of this easement will indemnify the owner of the Lot Burdened and keep the owner of the Lot Burdened indemnified against any liability and loss arising from, and all costs, charges, expenses, penalties and fines incurred in connection with, any breach of an Environmental Law caused or contributed to by the acts or omissions of the body having the benefit of this easement, its agents, employees, consultants or contractors exercising rights under the easement provided that the indemnity reduces proportionately to the extent that the breach, liability, loss, costs, charges, expenses, penalties or fines is caused by or contributed to by the acts or omissions of the owner of the Lot Burdened.
8. The person empowered to vary or modify this easement is the body having the benefit of this easement with the consent of the owner of the lot burdened. The person empowered to release this easement is the body having the benefit of this easement. This easement will terminate upon the termination for whatever reason of the Lease between the Water Administration Ministerial Corporation and Green State Power Pty Ltd for the land described in lots 102, 103 and 104 DP 119649.
9. This easement is an easement in gross under section 88A of the Conveyancing Act 1919 (NSW)."

All that piece or parcel of land situated in the Parish of Keepit and Namoi, the County of Darling and the Local Government Area of Gunnedah shown as "(CC) Proposed Easement on line of existing underground cables" on Deposited Plan 1196429.

The terms and conditions of this easement are those set out below:

- "1. The body having the benefit of this easement may, with prior notification to the owner of the Lot Burdened:
- (a) install, inspect, maintain, repair, alter or replace Underground Equipment within the Easement Site,
  - (b) excavate the Easement Site for the purpose of exercising its rights or performing its obligations under this easement,
  - (c) use the Underground Equipment for the transmission of electricity or signals,
  - (d) 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 for the purpose of exercising its rights or performing its obligations under this easement,

- (e) cut fences or walls, install its own gates, locks, roads, tracks, bridges and other means of access on the Lot Burdened (in the case of cutting fences or walls or installation of gates or locks, the body having the benefit of this easement must, in addition to giving the owner of the Lot Burdened prior notification, obtain the prior approval of the owner of the Lot Burdened, such approval not to be unreasonably withheld),
  - (f) trim or remove any vegetation from the Lot Burdened that:
    - could destroy, damage or interfere with its Underground Equipment,
    - could make its Underground Equipment become a potential cause of bush fire or a potential risk to public safety, or
    - could prevent reasonable access to the Easement Site or the Underground Equipment, and
  - (g) remove any unauthorised encroachments from the Easement Site and recover from the owner of the Lot Burdened the costs of carrying out the removal work and repairing any damage to the Underground Equipment caused by the unauthorised encroachment.
2. In exercising its rights under this easement the body having the benefit of this easement:
    - (a) will take all reasonable precautions to minimise disturbance to the Lot Burdened and will promptly repair any damage caused by it and restore the Lot Burdened as nearly as practicable to its original condition;
    - (b) subject to its rights under the easement terms, will not impede, endanger or interfere with the reasonable use of the owner of the Lot Burdened;
    - (c) will close all gates after accessing or leaving the Lot Burdened;
    - (d) will repair any damage to fences caused by it;
    - (e) will leave the Lot Burdened in a satisfactory condition and free of any rubbish or unused construction materials brought by it onto the Lot Burdened; and
    - (f) will comply with all Environmental Laws in respect of its rights and obligations under the easement.
  3. The body having the benefit of this easement will at all times and at its own expense keep the Underground Equipment in a proper and fit state of repair.
  4. The owner of the Lot Burdened agrees that it will not:
    - (a) place or permit to be placed any Services or Structure within the Easement Site,
    - (b) alter the surface of the Easement Site;
    - (c) do or permit to be done anything that restricts access to the Easement Site by the body having the benefit of this easement, or
    - (d) plant or allow to grow vegetation other than low or horizontal growing grasses within the Easement Site (provided no tilling of the soil occurs to a depth greater than 150 mm) without the written permission of the body having the benefit of this easement and in accordance with such conditions as the body having the benefit of this easement may reasonably impose.
  5. In this memorandum and any document which refers to it the following definitions apply:
    - (a) “Claim” means any claim, notice, demand, debt, account action, expense, cost (including reasonable legal costs and court costs) and liability proceeding litigation (including reasonable legal costs), investigation or judgment of any nature whether known or unknown and whether arising out of a third party claim or a claim by the body having the benefit of this easement or the owner of the lot burdened.
    - (b) The body having the benefit of this easement includes its successors and assigns (who may exercise its rights by any persons authorised by it).
    - (c) “Easement Site” means the part of the Lot Burdened as the site of an easement for underground cables and shown as the site of an easement in any plan registered with Land and Property Information business unit of the New South Wales Department of Finance and Services.
    - (d) “Environmental Laws” means the requirements of all laws (whether Commonwealth, State or common law), regulations, rulings or standards concerning environmental matters including but not limited to laws, regulations, rulings and standards concerning pollution, waste disposal, toxic and hazardous substances, resource allocation, clean water, clean air, and water and soil conservation.
    - (e) “Install” includes construct, repair, replace, maintain, modify, use and remove.
    - (f) “Owner of the lot burdened” means the registered proprietor of the Lot Burdened and its successors and assigns (including those claiming under or through the registered proprietor) and any other person having an estate or interest in the Lot Burdened.
    - (g) “Lot Burdened” means the land which has the burden of rights created by any document which refers to this memorandum.
    - (h) “Underground Equipment” means below ground mains, wires, cables or other conduit together with any below ground or underground ancillary works including service cables and connecting cables.
    - (i) “Services” includes underground telephone, communications, gas, water, sewage and drainage services.
    - (j) “Signals” means and includes data or signals of any description or kind.

- (k) "Structure" includes building, wall retaining wall, carport and swimming pool but excludes furniture and garden ornament.
6. The body having the benefit of this easement will indemnify the owner of the Lot Burdened and keep the owner of the Lot Burdened indemnified against any liability and loss arising from, and all costs, charges and expenses incurred in connection with:
- (a) any loss or damage to property, the Lot Burdened or the improvements on the Lot Burdened; and
  - (b) the death or injury of any person,
- caused or contributed to by the negligent acts or omissions of the body having the benefit of this easement, its agents, employees, consultants or contractors exercising rights under the easement provided the indemnity reduces proportionately to the extent that the damage, loss, death or injury is caused or contributed to by the negligent acts or omissions of the owner of the Lot Burdened.
7. The body having the benefit of this easement will indemnify the owner of the Lot Burdened and keep the owner of the Lot Burdened indemnified against any liability and loss arising from, and all costs, charges, expenses, penalties and fines incurred in connection with, any breach of an Environmental Law caused or contributed to by the acts or omissions of the body having the benefit of this easement, its agents, employees, consultants or contractors exercising rights under the easement provided that the indemnity reduces proportionately to the extent that the breach, liability, loss, costs, charges, expenses, penalties or fines is caused by or contributed to by the acts or omissions of the owner of the Lot Burdened.
8. The person empowered to vary or modify this easement is the body having the benefit of this easement with the consent of the owner of the lot burdened. The person empowered to release this easement is the body having the benefit of this easement. This easement will terminate upon the termination for whatever reason of the Lease between the Water Administration Ministerial Corporation and Green State Power Pty Ltd for the land described in Lots 102, 103 and 104, DP 119649.
9. This easement is an easement in gross under section 88A of the Conveyancing Act 1919 (NSW)."

All that piece or parcel of land situated in the Parish of Keepit and Namoi, the County of Darling and the Local Government Area of Gunnedah shown as "(AA) Proposed easement for access 11.83 wide and variable" on Deposited Plan 1196429.

The terms and conditions of this easement are those set out below:

1. The body having the benefit of this easement may:
- (a) by any reasonable means pass across each lot burdened, but only within the site of this easement,
  - (b) do anything reasonably necessary for passing across the site of this easement, including:
    - entering the site of this easement, and
    - taking anything including vehicles on to the site of this easement,
    - carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces or structures.
2. In exercising those powers, the body having the benefit of this easement:
- (a) must give reasonable prior notice to the owner and any occupier of the lot burdened (including particulars of the works to be undertaken and the estimated period and date of commencement and completion of those works) prior to undertaking any works, and
  - (b) must provide evidence of workers compensation insurance to the owner of the lot burdened prior to undertaking any works provided that this clause will not apply where the body having the benefit of this easement is covered by the NSW Government's self-managed insurance fund (TMF) or is self-insured for workers compensation, and
  - (c) must ensure all work is done in a proper and workmanlike manner and in compliance with all laws, rules, regulations, ordinances, by-laws, applicable standards and requirements of any authority, and
  - (d) must cause as little inconvenience as is practicable to the owner of the lot burdened, and
  - (e) must cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (f) must restore the lot burdened as nearly as is practicable to its former condition, and
  - (g) must make good any collateral damage, and must not cause the owner, occupier and any user of the lot burdened to be in breach of any laws, rules, regulations, ordinances, by-laws, applicable standards or requirements of any authority, and
  - (h) does so at its own risk and releases the owner, occupier and any user of the lot burdened from all costs, claims, demands and liabilities of any kind which may arise from or in connection with any incident or damage to the property or loss, injury or death to any person on, or in the vicinity of, or entering upon, or using, the lot burdened to the extent that they are contributed to or caused by the use and occupation of the site of this easement or the exercise of the rights under this easement by the body having the benefit of this easement and any persons authorised by that body.
3. The body having the benefit of this easement must, at its own expense, effect and maintain an insurance policy against all usual and foreseeable risks against third party liability including personal injury and property damage which may arise from the use of the site of this easement or from the body having the benefit of this easement exercising its rights



under this easement. All insurance policies must be effected with a reputable insurer for an amount being not less than \$20,000,000 or such other amount as is reasonably required by the owner of the lot burdened from time to time, and must note the interest of the owner of the lot burdened. The body having the benefit of this easement must provide to the owner of the lot burdened (as and when requested) evidence of the currency of the insurance policies provided that this clause will not apply where the body having the benefit of this easement is covered by the TMF.

4. Subject to the operation of any relevant statute, the body having the benefit of this easement must indemnify and keep indemnified the owner of the lot burdened and its employees and agents (“those indemnified”) from and against all actions, suits, claims and demands of whatsoever nature that may be brought against those indemnified and all costs, charges and expenses that those indemnified may incur in respect of any accident, injury and death and/or damage or loss including indirect to any person or property, to the extent that they are contributed to or caused by the use and occupation of the site of this easement or the exercise of the rights under this easement by the body having the benefit of this easement and any persons authorised by that body despite that:
  - (a) the terms and conditions of this easement have in all respects been observed by the body having the benefit of this easement, or
  - (b) any such accident, injury and/or damage or loss arises from any act or thing that the body having the benefit of this easement may be authorised or compelled to do by the terms and conditions of this easement, and
 provided however that this indemnity will not be deemed to cover any action, suit, claim, demand, costs, charge or expense to the extent arising from negligence on the part of any of those indemnified.
 

For the avoidance of doubt, this clause does not operate to restrict the rights of those indemnified to seek damages at common law or in equity.
5. The rights granted to the body having the benefit of this easement extend to and for the benefit of any persons authorised by that body including the body’s employees, officers, agents, contractors and licensees, and the body having the benefit of this easement must procure any such party to comply with the provisions of this easement.
6. The person empowered to vary or modify this easement is the body having the benefit of this easement with the consent of the owner of the lot burdened. The person empowered to release this easement is the body having the benefit of this easement. This easement will terminate upon the termination for whatever reason of the Lease between the Water Administration Ministerial Corporation and Green State Power Pty Ltd for the land described in Lots 2 and 3 in DP 1196430.
7. This easement is intended to be an easement in gross under section 88A of the Conveyancing Act 1919 (NSW).”

All that piece or parcel of land situated in the Parish of Keepit and Namoi, the County of Darling and the Local Government Area of Gunnedah shown as “(RA) Proposed Right of way 8 wide” on Deposited Plan 1196429.

The terms and conditions of this easement are those set out below:

- “1. The body having the benefit of this easement may:
  - (a) by any reasonable means pass across each lot burdened, but only within the site of this easement,
  - (b) do anything reasonably necessary for passing across the site of this easement, including:
    - entering the site of this easement, and
    - taking anything including vehicles on to the site of this easement,
    - carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces or structures.
2. In exercising those powers, the body having the benefit of this easement:
  - (a) must give reasonable prior notice to the owner and any occupier of the lot burdened (including particulars of the works to be undertaken and the estimated period and date of commencement and completion of those works) prior to undertaking any works, and
  - (b) must provide evidence of workers compensation insurance to the owner of the lot burdened prior to undertaking any works provided that this clause will not apply where the body having the benefit of this easement is covered by the NSW Government’s self-managed insurance fund (TMF) or is self-insured for workers compensation, and
  - (c) must ensure all work is done in a proper and workmanlike manner and in compliance with all laws, rules, regulations, ordinances, by-laws, applicable standards and requirements of any authority, and
  - (d) must cause as little inconvenience as is practicable to the owner of the lot burdened, and
  - (e) must cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (f) must restore the lot burdened as nearly as is practicable to its former condition, and
  - (g) must make good any collateral damage, and must not cause the owner, occupier and any user of the lot burdened to be in breach of any laws, rules, regulations, ordinances, by-laws, applicable standards or requirements of any authority;
  - (h) does so at its own risk and releases the owner, occupier and any user of the lot burdened from all costs, claims, demands and liabilities of any kind which may arise from or in connection with any incident or damage to the property or loss, injury or death to any person on, or in the vicinity of, or entering upon, or using, the lot burdened to the extent that they are contributed to or caused by the use and occupation of the site of this easement or the



exercise of the rights under this easement by the body having the benefit of this easement and any persons authorised by that body.

3. The body having the benefit of this easement must, at its own expense, effect and maintain an insurance policy against all usual and foreseeable risks against third party liability including personal injury and property damage which may arise from the use of the site of this easement or from the body having the benefit of this easement exercising its rights under this easement. All insurance policies must be effected with a reputable insurer for an amount being not less than \$20,000,000 or such other amount as is reasonably required by the owner of the lot burdened from time to time, and must note the interest of the owner of the lot burdened. The body having the benefit of this easement must provide to the owner of the lot burdened (as and when requested) evidence of the currency of the insurance policies provided that this clause will not apply where the body having the benefit of this easement is covered by the TMF.
4. Subject to the operation of any relevant statute, the body having the benefit of this easement must indemnify and keep indemnified the owner of the lot burdened and its employees and agents ("those indemnified") from and against all actions, suits, claims and demands of whatsoever nature that may be brought against those indemnified and all costs, charges and expenses that those indemnified may incur in respect of any accident, injury and death and/or damage or loss including indirect to any person or property, to the extent that they are contributed to or caused by the use and occupation of the site of this easement or the exercise of the rights under this easement by the body having the benefit of this easement and any persons authorised by that body despite that:
  - (a) the terms and conditions of this easement have in all respects been observed by the body having the benefit of this easement, or
  - (b) any such accident, injury and/or damage or loss arises from any act or thing that the body having the benefit of this easement may be authorised or compelled to do by the terms and conditions of this easement, and

provided however that this indemnity will not be deemed to cover any action, suit, claim, demand, costs, charge or expense to the extent arising from negligence on the part of any of those indemnified.

For the avoidance of doubt, this clause does not operate to restrict the rights of those indemnified to seek damages at common law or in equity.
5. The rights granted to the body having the benefit of this easement extend to and for the benefit of any persons authorised by that body including the body's employees, officers, agents, contractors and licensees, and the body having the benefit of this easement must procure any such party to comply with the provisions of this easement.
6. The person empowered to vary or modify this easement is the body having the benefit of this easement with the consent of the owner of the lot burdened. The person empowered to release this easement is the body having the benefit of this easement. This easement will terminate upon the termination for whatever reason of the Lease between the Water Administration Ministerial Corporation and Green State Power Pty Ltd for the Land described in Lots 102, 103 and 104 in DP 1196429.
7. This easement is intended to be an easement in gross under section 88A of the Conveyancing Act 1919 (NSW)."

All that piece or parcel of land situated in the Parish of Keepit and Namoi, the County of Darling and the Local Government Area of Gunnedah shown as "(RB) Proposed Right of way 6 wide" on Deposited Plan 1196429.

The terms and conditions of this easement are those set out below:

- "1. The body having the benefit of this easement may:
  - (a) by any reasonable means pass across each lot burdened, but only within the site of this easement,
  - (b) do anything reasonably necessary for passing across the site of this easement, including:
    - entering the site of this easement, and
    - taking anything including vehicles on to the site of this easement,
    - carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces or structures.
2. In exercising those powers, the body having the benefit of this easement:
  - (a) must give reasonable prior notice to the owner and any occupier of the lot burdened (including particulars of the works to be undertaken and the estimated period and date of commencement and completion of those works) prior to undertaking any works, and
  - (b) must provide evidence of workers compensation insurance to the owner of the lot burdened prior to undertaking any works provided that this clause will not apply where the body having the benefit of this easement is covered by the NSW Government's self-managed insurance fund (TMF) or is self-insured for workers compensation, and
  - (c) must ensure all work is done in a proper and workmanlike manner and in compliance with all laws, rules, regulations, ordinances, by-laws, applicable standards and requirements of any authority, and
  - (d) must cause as little inconvenience as is practicable to the owner of the lot burdened, and
  - (e) must cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (f) must restore the lot burdened as nearly as is practicable to its former condition, and

- (g) must make good any collateral damage, and must not cause the owner, occupier and any user of the lot burdened to be in breach of any laws, rules, regulations, ordinances, by-laws, applicable standards or requirements of any authority;
- (h) does so at its own risk and releases the owner, occupier and any user of the lot burdened from all costs, claims, demands and liabilities of any kind which may arise from or in connection with any incident or damage to the property or loss, injury or death to any person on, or in the vicinity of, or entering upon, or using, the lot burdened to the extent that they are contributed to or caused by the use and occupation of the site of this easement or the exercise of the rights under this easement by the body having the benefit of this easement and any persons authorised by that body.
3. The body having the benefit of this easement must, at its own expense, effect and maintain an insurance policy against all usual and foreseeable risks against third party liability including personal injury and property damage which may arise from the use of the site of this easement or from the body having the benefit of this easement exercising its rights under this easement. All insurance policies must be effected with a reputable insurer for an amount being not less than \$20,000,000 or such other amount as is reasonably required by the owner of the lot burdened from time to time, and must note the interest of the owner of the lot burdened. The body having the benefit of this easement must provide to the owner of the lot burdened (as and when requested) evidence of the currency of the insurance policies provided that this clause will not apply where the body having the benefit of this easement is covered by the TMF.
4. Subject to the operation of any relevant statute, the body having the benefit of this easement must indemnify and keep indemnified the owner of the lot burdened and its employees and agents (“those indemnified”) from and against all actions, suits, claims and demands of whatsoever nature that may be brought against those indemnified and all costs, charges and expenses that those indemnified may incur in respect of any accident, injury and death and/or damage or loss including indirect to any person or property, to the extent that they are contributed to or caused by the use and occupation of the site of this easement or the exercise of the rights under this easement by the body having the benefit of this easement and any persons authorised by that body despite that:
- (a) the terms and conditions of this easement have in all respects been observed by the body having the benefit of this easement, or
- (b) any such accident, injury and/or damage or loss arises from any act or thing that the body having the benefit of this easement may be authorised or compelled to do by the terms and conditions of this easement, and
- provided however that this indemnity will not be deemed to cover any action, suit, claim, demand, costs, charge or expense to the extent arising from negligence on the part of any of those indemnified.
- For the avoidance of doubt, this clause does not operate to restrict the rights of those indemnified to seek damages at common law or in equity.
5. The rights granted to the body having the benefit of this easement extend to and for the benefit of any persons authorised by that body including the body’s employees, officers, agents, contractors and licensees, and the body having the benefit of this easement must procure any such party to comply with the provisions of this easement.
6. The person empowered to vary or modify this easement is the body having the benefit of this easement with the consent of the owner of the lot burdened. The person empowered to release this easement is the body having the benefit of this easement. This easement will terminate upon the termination for whatever reason of the Lease between the Water Administration Ministerial Corporation and Green State Power Pty Ltd for the Land described in Lots 102, 103 and 104 in DP 1196429.
7. This easement is intended to be an easement in gross under section 88A of the Conveyancing Act 1919 (NSW).”

All that piece or parcel of land situated in the Parish of Keepit and Namoi, the County of Darling and the Local Government Area of Gunnedah shown as “(AB) Proposed Easement for underground cables 1.0 wide” on Deposited Plan 1196429.

The terms and conditions of this easement are those set out below:

- “1. The body having the benefit of this easement may, with prior notification to the owner of the Lot Burdened:
- (a) install, inspect, maintain, repair, alter or replace Underground Equipment within the Easement Site,
- (b) excavate the Easement Site for the purpose of exercising its rights or performing its obligations under this easement,
- (c) use the Underground Equipment for the transmission of electricity or signals,
- (d) 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 for the purpose of exercising its rights or performing its obligations under this easement,
- (e) cut fences or walls, install its own gates, locks, roads, tracks, bridges and other means of access on the Lot Burdened (in the case of cutting fences or walls or installation of gates or locks, the body having the benefit of this easement must, in addition to giving the owner of the Lot Burdened prior notification, obtain the prior approval of the owner of the Lot Burdened, such approval not to be unreasonably withheld),
- (f) trim or remove any vegetation from the Lot Burdened that:
- could destroy, damage or interfere with its Underground Equipment,
  - could make its Underground Equipment become a potential cause of bush fire or a potential risk to public safety, or
  - could prevent reasonable access to the Easement Site or the Underground Equipment, and

- (g) remove any unauthorised encroachments from the Easement Site and recover from the owner of the Lot Burdened the costs of carrying out the removal work and repairing any damage to the Underground Equipment caused by the unauthorised encroachment.
2. In exercising its rights under this easement the body having the benefit of this easement:
- (a) will take all reasonable precautions to minimise disturbance to the Lot Burdened and will promptly repair any damage caused by it and restore the Lot Burdened as nearly as practicable to its original condition;
  - (b) subject to its rights under the easement terms, will not impede, endanger or interfere with the reasonable use of the owner of the Lot Burdened;
  - (c) will close all gates after accessing or leaving the Lot Burdened;
  - (d) will repair any damage to fences caused by it;
  - (e) will leave the Lot Burdened in a satisfactory condition and free of any rubbish or unused construction materials brought by it onto the Lot Burdened; and
  - (f) will comply with all Environmental Laws in respect of its rights and obligations under the easement.
3. The body having the benefit of this easement will at all times and at its own expense keep the Underground Equipment in a proper and fit state of repair.
4. The owner of the Lot Burdened agrees that it will not:
- (a) place or permit to be placed any Services or Structure within the Easement Site,
  - (b) alter the surface of the Easement Site;
  - (c) do or permit to be done anything that restricts access to the Easement Site by the body having the benefit of this easement, or
  - (d) plant or allow to grow vegetation other than low or horizontal growing grasses within the Easement Site (provided no tilling of the soil occurs to a depth greater than 150 mm) without the written permission of the body having the benefit of this easement and in accordance with such conditions as the body having the benefit of this easement may reasonably impose.
5. In this memorandum and any document which refers to it the following definitions apply:
- (a) "Claim" means any claim, notice, demand, debt, account action, expense, cost (including reasonable legal costs and court costs) and liability proceeding litigation (including reasonable legal costs), investigation or judgment of any nature whether known or unknown and whether arising out of a third party claim or a claim by the body having the benefit of this easement or the owner of the lot burdened.
  - (b) The body having the benefit of this easement includes its successors and assigns (who may exercise its rights by any persons authorised by it).
  - (c) "Easement Site" means the part of the Lot Burdened as the site of an easement for underground cables and shown as the site of an easement in any plan registered with Land and Property Information business unit of the New South Wales Department of Finance and Services.
  - (d) "Environmental Laws" means the requirements of all laws (whether Commonwealth, State or common law), regulations, rulings or standards concerning environmental matters including but not limited to laws, regulations, rulings and standards concerning pollution, waste disposal, toxic and hazardous substances, resource allocation, clean water, clean air, and water and soil conservation.
  - (e) "Install" includes construct, repair, replace, maintain, modify, use and remove.
  - (f) "Owner of the lot burdened" means the registered proprietor of the Lot Burdened and its successors and assigns (including those claiming under or through the registered proprietor) and any other person having an estate or interest in the Lot Burdened.
  - (g) "Lot Burdened" means the land which has the burden of rights created by any document which refers to this memorandum.
  - (h) "Underground Equipment" means below ground mains, wires, cables or other conduit together with any below ground or underground ancillary works including service cables and connecting cables.
  - (i) "Services" includes underground telephone, communications, gas, water, sewage and drainage services.
  - (j) "Signals" means and includes data or signals of any description or kind.
  - (k) "Structure" includes building, wall retaining wall, carport and swimming pool but excludes furniture and garden ornament.
6. The body having the benefit of this easement will indemnify the owner of the Lot Burdened and keep the owner of the Lot Burdened indemnified against any liability and loss arising from, and all costs, charges and expenses incurred in connection with:
- (a) any loss or damage to property, the Lot Burdened or the improvements on the Lot Burdened; and
  - (b) the death or injury of any person,
- caused or contributed to by the negligent acts or omissions of the body having the benefit of this easement, its agents, employees, consultants or contractors exercising rights under the easement provided the indemnity reduces

proportionately to the extent that the damage, loss, death or injury is caused or contributed to by the negligent acts or omissions of the owner of the Lot Burdened.

7. The body having the benefit of this easement will indemnify the owner of the Lot Burdened and keep the owner of the Lot Burdened indemnified against any liability and loss arising from, and all costs, charges, expenses, penalties and fines incurred in connection with, any breach of an Environmental Law caused or contributed to by the acts or omissions of the body having the benefit of this easement, its agents, employees, consultants or contractors exercising rights under the easement provided that the indemnity reduces proportionately to the extent that the breach, liability, loss, costs, charges, expenses, penalties or fines is caused by or contributed to by the acts or omissions of the owner of the Lot Burdened.
8. The person empowered to vary or modify this easement is the body having the benefit of this easement with the consent of the owner of the lot burdened. The person empowered to release this easement is the body having the benefit of this easement. This easement will terminate upon the termination for whatever reason of the Lease between the Water Administration Ministerial Corporation and Green State Power Pty Ltd for the land described in Lots 102, 103 and 104, DP 119649.
9. This easement is an easement in gross under section 88A of the Conveyancing Act 1919 (NSW)."

All that piece or parcel of land situated in the Parish of Keepit and Namoi, the County of Darling and the Local Government Area of Gunnedah shown as "(AC) Proposed Easement for underground cables 1.0 wide" on Deposited Plan 1196429.

The terms and conditions of this easement are those set out below:

- "1. The body having the benefit of this easement may, with prior notification to the owner of the Lot Burdened:
  - (a) install, inspect, maintain, repair, alter or replace Underground Equipment within the Easement Site,
  - (b) excavate the Easement Site for the purpose of exercising its rights or performing its obligations under this easement,
  - (c) use the Underground Equipment for the transmission of electricity or signals,
  - (d) 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 for the purpose of exercising its rights or performing its obligations under this easement,
  - (e) cut fences or walls, install its own gates, locks, roads, tracks, bridges and other means of access on the Lot Burdened (in the case of cutting fences or walls or installation of gates or locks, the body having the benefit of this easement must, in addition to giving the owner of the Lot Burdened prior notification, obtain the prior approval of the owner of the Lot Burdened, such approval not to be unreasonably withheld),
  - (f) trim or remove any vegetation from the Lot Burdened that:
    - could destroy, damage or interfere with its Underground Equipment,
    - could make its Underground Equipment become a potential cause of bush fire or a potential risk to public safety, or
    - could prevent reasonable access to the Easement Site or the Underground Equipment, and
  - (g) remove any unauthorised encroachments from the Easement Site and recover from the owner of the Lot Burdened the costs of carrying out the removal work and repairing any damage to the Underground Equipment caused by the unauthorised encroachment.
2. In exercising its rights under this easement the body having the benefit of this easement:
  - (a) will take all reasonable precautions to minimise disturbance to the Lot Burdened and will promptly repair any damage caused by it and restore the Lot Burdened as nearly as practicable to its original condition;
  - (b) subject to its rights under the easement terms, will not impede, endanger or interfere with the reasonable use of the owner of the Lot Burdened;
  - (c) will close all gates after accessing or leaving the Lot Burdened;
  - (d) will repair any damage to fences caused by it;
  - (e) will leave the Lot Burdened in a satisfactory condition and free of any rubbish or unused construction materials brought by it onto the Lot Burdened; and
  - (f) will comply with all Environmental Laws in respect of its rights and obligations under the easement.
3. The body having the benefit of this easement will at all times and at its own expense keep the Underground Equipment in a proper and fit state of repair.
4. The owner of the Lot Burdened agrees that it will not:
  - (a) place or permit to be placed any Services or Structure within the Easement Site,
  - (b) alter the surface of the Easement Site;
  - (c) do or permit to be done anything that restricts access to the Easement Site by the body having the benefit of this easement, or
  - (d) plant or allow to grow vegetation other than low or horizontal growing grasses within the Easement Site (provided no tilling of the soil occurs to a depth greater than 150 mm) without the written permission of the body having the

benefit of this easement and in accordance with such conditions as the body having the benefit of this easement may reasonably impose.

5. In this memorandum and any document which refers to it the following definitions apply:
  - (a) "Claim" means any claim, notice, demand, debt, account action, expense, cost (including reasonable legal costs and court costs) and liability proceeding litigation (including reasonable legal costs), investigation or judgment of any nature whether known or unknown and whether arising out of a third party claim or a claim by the body having the benefit of this easement or the owner of the lot burdened.
  - (b) The body having the benefit of this easement includes its successors and assigns (who may exercise its rights by any persons authorised by it).
  - (c) "Easement Site" means the part of the Lot Burdened as the site of an easement for underground cables and shown as the site of an easement in any plan registered with Land and Property Information business unit of the New South Wales Department of Finance and Services.
  - (d) "Environmental Laws" means the requirements of all laws (whether Commonwealth, State or common law), regulations, rulings or standards concerning environmental matters including but not limited to laws, regulations, rulings and standards concerning pollution, waste disposal, toxic and hazardous substances, resource allocation, clean water, clean air, and water and soil conservation.
  - (e) "Install" includes construct, repair, replace, maintain, modify, use and remove.
  - (f) "Owner of the lot burdened" means the registered proprietor of the Lot Burdened and its successors and assigns (including those claiming under or through the registered proprietor) and any other person having an estate or interest in the Lot Burdened.
  - (g) "Lot Burdened" means the land which has the burden of rights created by any document which refers to this memorandum.
  - (h) "Underground Equipment" means below ground mains, wires, cables or other conduit together with any below ground or underground ancillary works including service cables and connecting cables.
  - (i) "Services" includes underground telephone, communications, gas, water, sewage and drainage services.
  - (j) "Signals" means and includes data or signals of any description or kind.
  - (k) "Structure" includes building, wall retaining wall, carport and swimming pool but excludes furniture and garden ornament.
6. The body having the benefit of this easement will indemnify the owner of the Lot Burdened and keep the owner of the Lot Burdened indemnified against any liability and loss arising from, and all costs, charges and expenses incurred in connection with:
  - (a) any loss or damage to property, the Lot Burdened or the improvements on the Lot Burdened; and
  - (b) the death or injury of any person,  
caused or contributed to by the negligent acts or omissions of the body having the benefit of this easement, its agents, employees, consultants or contractors exercising rights under the easement provided the indemnity reduces proportionately to the extent that the damage, loss, death or injury is caused or contributed to by the negligent acts or omissions of the owner of the Lot Burdened.
7. The body having the benefit of this easement will indemnify the owner of the Lot Burdened and keep the owner of the Lot Burdened indemnified against any liability and loss arising from, and all costs, charges, expenses, penalties and fines incurred in connection with, any breach of an Environmental Law caused or contributed to by the acts or omissions of the body having the benefit of this easement, its agents, employees, consultants or contractors exercising rights under the easement provided that the indemnity reduces proportionately to the extent that the breach, liability, loss, costs, charges, expenses, penalties or fines is caused by or contributed to by the acts or omissions of the owner of the Lot Burdened.
8. The person empowered to vary or modify this easement is the body having the benefit of this easement with the consent of the owner of the lot burdened. The person empowered to release this easement is the body having the benefit of this easement. This easement will terminate upon the termination for whatever reason of the Lease between the Water Administration Ministerial Corporation and Green State Power Pty Ltd for the land described in Lots 102, 103 and 104, DP 119649.
9. This easement is an easement in gross under section 88A of the Conveyancing Act 1919 (NSW)."

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By Authority  
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