

Sample Easement Agreement Terms and Conditions



SAMPLE EASEMENT INSTRUMENT ONLY

Please note that the actual easement instrument will only contain the terms that specifically relate to the electricity works that have been installed or are to be installed.

(Refer background 'A' in the agreement)

GRANTOR: [LANDOWNER] GRANTEE: AURORA ENERGY LIMITED CONTINUATION OF "ESTATE OR INTEREST OR EASEMENTS TO BE CREATED"

The Grantee shall have as easements in gross forever in favour of the Grantee the following rights:-

- (a) To convey electricity over and across that part of the land in Certificates of Title [REDACTED] marked [REDACTED] on Deposited Plan [REDACTED] (hereinafter referred to as "the electricity supply easement");
- (b) To convey electricity over and through the soil of that part of the land in the Certificates of Title [REDACTED] marked [REDACTED] on Deposited Plan [REDACTED] (hereinafter referred to as "the electricity cable easement"); and
- (c) To establish and maintain on that part of the land in Certificates of Title [REDACTED] marked [REDACTED] on Deposited Plan [REDACTED] an electricity transformer (hereinafter referred to as "the transformer site").

(the said Certificates of Title [REDACTED] are hereinafter referred to as "the servient land").

TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF THE RIGHT TO CONVEY ELECTRICITY AND MAINTAIN AN ELECTRICITY SUBSTATION

1. The Grantee shall have the right:-

- (a) To lead and convey electricity, electric impulses and ancillary telecommunications without interruption or impediment (except during any periods of necessary renewal or repair) by means of overhead transmission lines erected or to be erected, laid or to be laid on, under, over and across the electricity supply easement.
- (b) To erect and place, lay suspend, inspect, repair, maintain, renew, upgrade and replace such poles and ancillary equipment and to suspend such line or lines from the said poles and ancillary equipment as may be necessary to convey such electricity, electric impulses and ancillary telecommunications by means of the said transmission lines and ancillary equipment.
- (c) To lead and convey electricity and electric impulses without interruption or impediment (except during any periods of necessary renewal or repair) by means of conduits, cables, pipes or ancillary equipment laid or to be laid under the surface of and through the soil of the electricity cable easement.

- (d) To lay, place, inspect, repair, maintain, renew, upgrade and replace on or under the electricity cable easement such conduits, cables, pipes and ancillary equipment as may be necessary to convey such electricity, electric impulses and ancillary telecommunications by means of the said conduits, cables, pipes or ancillary equipment.
- (e) To construct, install, place, inspect, operate, repair, maintain, renew, upgrade and replace on the transformer site an electricity transformer and ancillary equipment.
- (f) To lay, place, inspect, repair, maintain, renew, upgrade and replace on or under the transformer site electric cables for the transmission of electrical energy and ancillary telecommunications together with the right to transmit electrical energy and ancillary telecommunications through and along the said electric cables.
- (g) For the Grantee its servants, agents, workmen and contractors to enter and remain on such part or parts of the servient land as may be necessary to secure access to the electricity supply easement and the electricity cable easement and the said poles, transmission lines, conduits, cables, pipes and ancillary equipment and on such parts of the servient land as may be necessary for the purpose of erecting, laying, placing, suspending, inspecting, repairing, maintaining, renewing, upgrading and replacing the said transmission lines, poles, conduits, cables, pipes and ancillary equipment with full power and authority for the Grantee its surveyors, engineers, workmen, agents and servants with or without vehicles (including aircraft) implements machinery and equipment from time to time and at all times to enter and remain on the said part or parts of the servient land as may be necessary for the purpose of exercising and enjoying all or any of the rights privileges and easements granted in this instrument.
- (h) For the Grantee its servants, agents, workmen and contractors to enter and remain on such part or parts of the servient land as may be necessary to secure access to the transformer site and the said electricity cables and on such parts of the servient land as may be necessary for the purpose of constructing, installing, laying, placing, inspecting, repairing, maintaining, renewing, upgrading and replacing the said electricity transformer and the said electric cables together with full power and authority for the Grantee its surveyors, engineers, workmen, agents and servants with or without vehicles (including aircraft) implements machinery and equipment from time to time and at all times to enter and remain on the said part or parts of the servient land as may be necessary for the purpose of exercising and enjoying all or any of the rights privileges and easements granted in this instrument.

2. The Grantor covenants with the Grantee:-

- (a) Not to place any building or other structure or plant any tree or shrub or alter the natural level of the land on the electricity supply easement, electricity cable easement and the transformer site without the prior written consent of the Grantee.
- (b) To take all reasonable steps to ensure that [his, her, their, its] tenants, agents and workmen do not do any wilful or negligent act or thing whereby the said poles, transmission lines, conduits, cables, pipes or ancillary equipment and the electricity transformers and ancillary equipment and the said electricity cables shall be damaged or destroyed. If it is established that the damage was caused by the negligent or wilful act of the Grantor or [his, her, their, its] tenants, agents or workmen then the Grantor shall be responsible for the repair and/or replacement required. Any work so required shall be carried out by a Contractor selected by the Grantee.
- (c) Not at any time permit or suffer any act or thing whereby the rights, powers, liberties, licences and easements hereby granted to the Grantee may be interfered with or affected.
- (d) That the Grantee will not be required to erect or maintain a fence around the transformer site or the said electricity transformer and except in respect of rubbish debris or obstruction left there by the Grantee the Grantee shall not be responsible for the normal maintenance of

those parts of the transformer site not covered by the said electricity transformer or keeping the same clean and tidy.

3. The Grantee covenants with the Grantor that upon the exercising of any of its rights the Grantee shall:-

- (a) Cause as little damage as possible to the servient land and the occupiers of the servient land;
- (b) Restore the servient land as near as reasonably possible to its previous condition;
- (c) Make good at the Grantee's expense any damage done by the actions of the Grantee to the buildings, erections and fences of the Grantor.
- (d) Not except while work is being carried on upon the servient land leave on that part of the servient land not covered by the said electricity transformer and ancillary equipment any rubbish or debris or obstruction.