

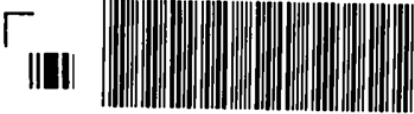
QUEENSLAND LAND REGISTRY

GENERAL REQUEST

FORM 14 Version 3

Land Title

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Title Act 1994 the Land Title Act 1994 and the Land Registration Act 1994 for the purpose of maintaining the publicly searchable registers in the land registry and the water register.

- 1. **Nature of request**  
Request to Register Standard Terms Document for Easement
- Lodger** (Name, address & phone number)  
Clayton Utz  
DX 128, Brisbane  
Ph: 3292 7000  
Ref: 12309/41509818
- Lodger Code**  
232
- 2. **Lot on Plan Description**  
Not Applicable
- County**
- Parish**
- Title Reference**
- 3. **Registered Proprietor/State Lessee**  
Not Applicable
- 4. **Interest**  
Fee Simple
- 5. **Applicant**  
ENERGEX Limited ACN 078 849 055
- 6. **Request**  
I hereby request that: pursuant to s168 of the Land Title Act 1994 the attached Standard Terms Document containing easement conditions for ENERGEX Limited ACN 078 849 055 be registered.
- 7. **Execution by applicant**

Execution Date

7/11/05

Applicant's or Solicitor's Signature

Mark Robert Mackay

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

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QUEENSLAND LAND REGISTRY  
 Land Title Act 1994, Land Act 1994 and Water Act 2000

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**STANDARD EASEMENT CONDITIONS FOR ELECTRICITY SUPPLY AND INCIDENTAL PURPOSES**

**Recitals**

The Parties to this Easement are the Grantor and ENERGEX Limited.

The Grantor and ENERGEX Limited ("Grantee") **AGREE** as follows:

**1. Definitions and Interpretation**

Except to the extent that the context otherwise requires or unless a contrary intention appears, the following terms have the meanings designated:

"access works"	means all access tracks, roads, culverts, ditches, drains, mechanical or electrical devices, gates and other works for in connection with or ancillary to the electric lines;
"Easement Land"	means that portion of the Grantor's land over which the easement is granted and described as the Servient Tenement in Item 2 of the Form 9 Easement;
"ENERGEX Limited"	means the person ("Grantee") named in Item 5 of the Form 9 Easement and includes its administrators, successors and assigns;
"electric lines"	means any wire or wires, cables, insulated cables, conductor, materials or other means whatsoever used for the purpose of conveying, transmitting, transforming, controlling, monitoring, measuring or distributing electricity, together with any casing, coating, covering, tube, pipe, conduit, pillar, pole or tower, post, frame, bracket, insulator or materials enclosing, surrounding or supporting the same or any part thereof, or any apparatus connected therewith used by ENERGEX Limited or required to be used by ENERGEX Limited for the purpose of conveying, transmitting, transforming, controlling, monitoring, measuring or distributing electricity by any such means as may be appropriate;
"electricity"	includes but is not limited to electric current, electrical energy and like or related physical qualities;
"Grantor"	means the person named in Item 1 of the Form 9 Easement and includes its administrators, successors and assigns;
"Land"	means the Grantor's land of which the Easement Land forms part; and
"structures"	means any building, improvement, plant, equipment, fixture, fitting, pole, cable, wire, pipe, tower, apparatus or permanent or temporary chattel of any kind whether on, over, in, under, across or through the Easement Land and includes by way of example but is not limited to any dwelling (including any extension or overhang of eaves or guttering), swimming pools, shed, retaining or other wall and lighting.

Headings are for convenience only and do not affect the interpretation or form part of this easement. The singular includes the plural and vice versa. A reference to any gender includes all other genders. Other grammatical forms of defined terms and phrases have a corresponding meaning.

**2. The Grant to ENERGEX Limited**

- 2.1 The Grantor grants an easement, which shall be of the same force and effect as a covenant running with the Easement Land in perpetuity, to permit ENERGEX Limited, ENERGEX Limited's agents and any other person claiming by, through or under ENERGEX Limited, at all times and in any manner, the right to convey electricity on, over, in, under, across and/ or through the Easement Land.
- 2.2 The Grantor expressly authorises ENERGEX Limited and its agents and any other person claiming by, through or under ENERGEX Limited to:
- (a) enter, remain upon and traverse the Easement Land, with or without vehicles, plant or equipment or chattels of any kind, for any lawful purpose (including preventing or rectifying any infringement by the Grantor of ENERGEX Limited's rights) and, in order to do so, to enter, remain upon and traverse the Land adjoining or adjacent to the Easement Land as is reasonably required by ENERGEX Limited in order to exercise ENERGEX Limited's rights under this grant (including for the purpose of the securing of access to and from any dedicated road adjacent or neighbouring the Land);

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**STANDARD EASEMENT CONDITIONS FOR ELECTRICITY SUPPLY AND INCIDENTAL PURPOSES**

- (b) use the Easement Land as may be reasonably required to construct, install, inspect, maintain, repair, reconstruct, replace, add to and/ or remove electric lines and/or access works; and/or
- (c) clear the Easement Land and keep it cleared (by any means or manner as ENERGEN Limited shall consider necessary) of timber, trees, undergrowth and crops.
- 2.3 All electric lines or access works installed on, over, in, under, across and/or through the Easement Land shall remain the property of ENERGEN Limited.
- 3. Obligations of ENERGEN Limited**
- 3.1 ENERGEN Limited in exercising its rights must act reasonably at all times and comply with all relevant laws.
- 4. Restrictions on the Grantor**
- 4.1 The Grantor shall not:
- (a) interfere with or damage or place at risk the electric lines or access works on or near the Easement Land; or
- (b) interfere with or obstruct ENERGEN Limited in the exercise and enjoyment of its rights and powers under this easement.
- 4.2 The Grantor shall not without the prior written consent of ENERGEN Limited (which shall not be unreasonably withheld):
- (a) erect or permit the erection of any structures on the Easement Land or make or permit to be made any alteration or additions to any existing structures on the Easement Land;
- (b) erect any fence of a height of more than 2.4 metres on the Easement Land. Where metallic fencing is erected or installed, it must be earthed to the satisfaction of ENERGEN Limited;
- (c) lay or permit the laying of services or pipes, cables, wires or the like on, over, in, under, across and/or through the Easement Land;
- (d) stockpile or permit the stockpiling of any soil, sand, gravel or other substance on the Easement Land, or fill the Easement Land with or permit the filling of the Easement Land with any soil, sand, gravel or other substance;
- (e) remove or permit the removal of any soil, sand, gravel or other substance from the Easement Land;
- (f) alter the Land adjacent to the Easement Land or allow adjacent land to be altered in any way that obstructs ENERGEN Limited in the exercise and enjoyment of its rights and powers under this easement;
- (g) inundate or permit to be inundated any part of the Easement Land;
- (h) plant or permit to grow upon the Easement Land vegetation whose size or height would in any way interfere with the safe efficient and/or continuous operation of the electric lines and/or access works;
- (i) light or permit the lighting of fires on or near the Easement Land (including burning off or permitting the burning off of crops on the Easement Land);
- (j) grow or permit the growing of sugarcane within ten metres of any electric lines;
- (k) reside in or permit any person to reside in or occupy any caravan or other structure which may be parked or located on the Easement Land irrespective of whether the Easement Land is part of a caravan park or private property;
- (l) store or permit the storage or conveyance of flammable fuels or explosive materials on, over, in, under, across and/or through the Easement Land; or
- (m) carry on or permit to be carried on any activity or operation which endangers the safety of the electric lines or access works or the safe, efficient and/or continuous operation of the same.

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**STANDARD EASEMENT CONDITIONS FOR ELECTRICITY SUPPLY AND INCIDENTAL PURPOSES**

**5. Goods and Services Tax**

5.1

- (a) Any consideration to be paid or provided for a supply made under or in connection with this easement, unless specifically described in this easement as 'GST inclusive', does not include an amount on account of GST.
- (b) Despite any other provision in this easement, if a party ('Supplier') makes a supply under or in connection with this easement on which GST is imposed (not being a supply the consideration for which is specifically described in this easement as 'GST inclusive'):
- (i) the consideration payable or to be provided for that supply under this easement but for the application of this clause ('GST exclusive consideration') is increased by, and the recipient of the supply ('Recipient') must also pay to the Supplier, an amount equal to the GST payable by the Supplier on that supply; and
  - (ii) the amount by which the GST exclusive consideration is increased must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided. However, the Recipient need not pay any amount referable to GST unless they have received a valid Tax Invoice (or a valid adjustment note) for that taxable supply.

5.2 Reimbursements

If a payment to a party under this easement is a reimbursement or indemnification calculated by reference to a loss, cost or expense incurred by that party, then the payment must be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense. That party is assumed to be entitled to a full input tax credit unless it proves, before the date on which the payment must be made, that its entitlement is otherwise.

5.3 Adjustment Events

If, at any time, an Adjustment Event arises in respect of any supply made by a party under the easement, a corresponding adjustment must be made between the parties in respect of any amount paid pursuant to clause 5.1. Payments to give effect to the adjustment must be made between the parties and the Supplier must issue a valid Adjustment Note in relation to the Adjustment Event.

5.4 GST Group

If a party is a member of a GST group, references to GST which the party must pay and to input tax credits to which the party is entitled, include GST which the representative member of the GST group must pay and input tax credits to which the representative member of the group is entitled.

5.5 Definitions

Words or expressions used in this clause which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and related imposition Acts or, if not so defined, then which are defined in the *Trade Practices Act 1974* (Cth), have the same meaning in this clause.

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