

Release: 3-1

TRANSFER
GRANTING EASE
 New South Wales



Real Property Act 190

AQ889589U

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorise by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

Servient Tenement 1/1261030	Dominant Tenement EASEMENT IN GROSS
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(B) **LODGED BY**

Document Collection Box 29X 673T	Name, Address or DX, Telephone, and Customer Account Number if any HICKSONS LAWYERS DX309 SYDNEY Phone: +61 2 9293 5311 Email: rebecca.mercer@hicksons.com.au Reference: EE Ref: JL RP4848 REM / 201807	CODE TG
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(C) **TRANSFEROR**

FITZPATRICK INVESTMENTS PTY LIMITED - ABN 32 303 169 079
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(D) The transferor acknowledges receipt of the consideration of \$ 313,505.92 and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

Easement for Underground Cables 9 Wide and Variable Width shown as (EE) in DP1270382 on the terms set out in Annexure A

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) **TRANSFEEE**

Epsilon Distribution Ministerial Holding Corporation - ABN 59 253 130 878

DATE **17 MARCH 2021**

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
 Company: Fitzpatrick Investments Pty Limited
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:
 Office held:

HUNTER RUSSELL COTTE
 Sole Director/Secretary

I certify that I am an eligible witness and that the Transferee's attorney signed this dealing in my presence. [See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)*

Signature of witness:
 Name of witness: **LOREN VINCENT**
 Address of witness: **490 HOXTON PK RD, HOXTON PK.**

Signature of attorney:
 Attorney's name: **Simon Lawton**
 Position held: **Strategic Property Manager**
 Signing on behalf of: **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)**
 Power of attorney: **Book 4782 No.292**

TRANSFER GRANTING EASEMENT

ANNEXURE A

TORRENS TITLE	Servient Tenement	Dominant Tenement
	1/1261030	EASEMENT IN GROSS
TRANSFEROR	FITZPATRICK INVESTMENTS PTY LIMITED ABN: 32 303 169 079	
EASEMENT	TERMS OF EASEMENT FOR UNDERGROUND CABLES 9 WIDE & VARIABLE WIDTH	
TRANSFeree	EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 59 253 130 878	

Definitions

- 1.1 **easement site** means that part of the servient tenement that is affected by this easement defined as (EE) in DP1270382.
 - 1.2 **electrical equipment** includes underground electricity cable, duct, underground earthing system, and ancillary equipment.
 - 1.3 **transferee** means Epsilon Distribution Ministerial Holding Corporation and its successors (who may exercise its rights by any persons authorised by it).
 - 1.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.
 - 1.5 **services** include overhead and underground gas, telephone, communications, water, sewage, and drainage services.
 - 1.6 **structure** includes building, wall, retaining wall, driveway, carport, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.
 - 1.7 **transferor** means the registered proprietor of the servient tenement and its successors (including those claiming under or through the registered proprietor).
- 2.0 The transferee may:
- 2.1 install electrical equipment within the easement site,
 - 2.2 excavate the easement site to install the electrical equipment.
 - 2.3 use the electrical equipment for the transmission of electricity,
 - 2.4 enter the servient tenement using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
 - 2.5 trim or remove any vegetation from the servient tenement that interferes with or prevents reasonable access to the easement site or the electrical equipment.
 - 2.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.



Transferor



Transferee

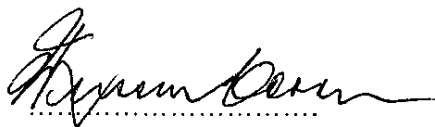
TRANSFER GRANTING EASEMENT

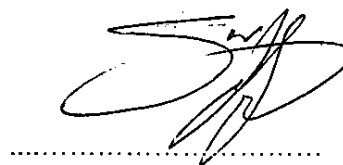
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- 3.0 In exercising its rights under this easement, the transferee will take reasonable precautions to minimise disturbance to the servient tenement and will restore the servient tenement as nearly as practicable to its original condition.
- 4.0 The transferor agrees that, without the prior written permission of the transferee and in accordance with such conditions as the transferee may reasonably impose, it will not:
- 4.1 install or permit to be installed any services or structure within the easement site, or
- 4.2 alter the surface level of the easement site, or
- 4.3 do or permit to be done anything that restricts access to the easement site.
- 5.0 Lessee of the transferee's distribution system

Notwithstanding any other provision in this easement, the transferor grants to the transferee the easement and acknowledges and agrees that any lessee of the transferee's distribution system, and any nominee of such lessee (which may include a sublessee of the transferee's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the transferee as if that lessee or nominee were the transferee, but only for so long as the lessee leases the transferee's distribution system from the transferee.


Transferor


Transferee

HICKSONS
LAWYERS +

By hand

Wingthao

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