



ABN 19 622 755 774

Capital Program Delivery / Environment Property & Development Compliance

Telephone: (02) 9284-3176

Our reference: 2013/2075 KH

180 Thomas Street, Sydney
PO Box A1000 Sydney South
New South Wales 1235 Australia
Facsimile (02) 9284 3456
Telephone (02) 9284 3000
Web <http://www.transgrid.com.au>
DX 1122 Sydney

27 February 2014

Mr Jeff Breen
Executive Manager Infrastructure Works
Kyogle Council
PO Box 11
KYOGLÉ NSW 2474

Dear Mr Breen,

**Proposed Acquisition of Easement: Simpkins Creek Radio Repeater Site,
Richmond Range Road, Mallanganeé**

As previously discussed TransGrid is proposing to construct a telecommunications link between Bonshaw and Parrots Nest. A suitable site has been identified within a road reserve known as Richmond Range Road at Mallanganeé with the nearest adjoining lot being the south east corner of Lot 73 in DP 755723. (A site and locality plan is attached).

A selection process has been undertaken and a site has been selected having regard to the following criteria;

- a. Required "line of sight" connecting the required network sites being Parrots Nest to the east and Girard State Forest to the west. Another benefit will be the line of sight can be maintained without the future need for lopping or trimming.
- b. No vegetation clearing is required during construction.
- c. The elevation of the site only require a 15 metres pole compared to the alternative at Mallanganeé where the existing tower would need to be extended to height of 65-70 metres
- d. Good construction access with good road access.
- e. Minimal cost for power connection due to the proximity of a local power supply.

Based on the above factors TransGrid would like to make a formal request to Council to grant TransGrid an Easement over the subject site as identified for the purpose of a Telecommunications facility. In support of TransGrid's request and for your information please find attached the following information;


1. Site & Locality Plan (subject to final survey)
2. Proposed infrastructure and elevation plan
3. Photo of a 25 metre tower (Note: proposed tower will be 15 metres in height)
4. Draft "Deed of Agreement for Easement"



Should this proposal be acceptable to Council, please nominate the preferred method of determining the consideration for the Easement either by valuation or Councils schedule of fees. Where a valuation is required in assessing the Easement compensation, TransGrid would be agreeable to meeting these costs subject to a provision of an acceptable fee estimate.

TransGrid looks forward to Council's favourable reply. Please do not hesitate to contact me on (02) 9284 3176 should you wish to discuss this matter further or require any additional information.

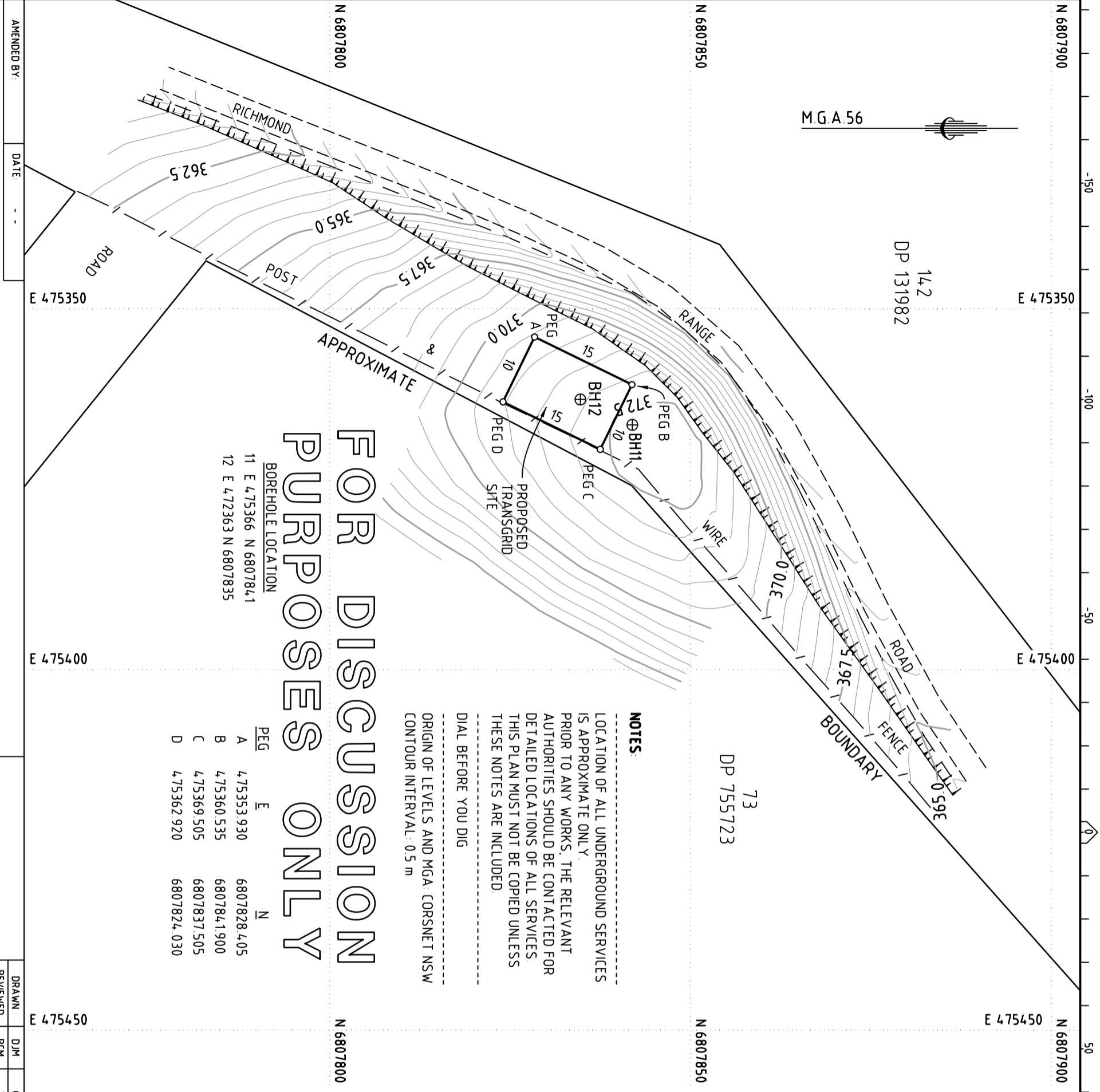
Yours Sincerely

 27/2/14

Kenson Ho
Senior Land Economist

Encl.





FOR DISCUSSION ONLY

BOREHOLE LOCATION

PEG	E	N
A	4 753 53.930	6 807 828.405
B	4 753 60.535	6 807 841.900
C	4 753 69.505	6 807 837.505
D	4 753 62.920	6 807 824.030

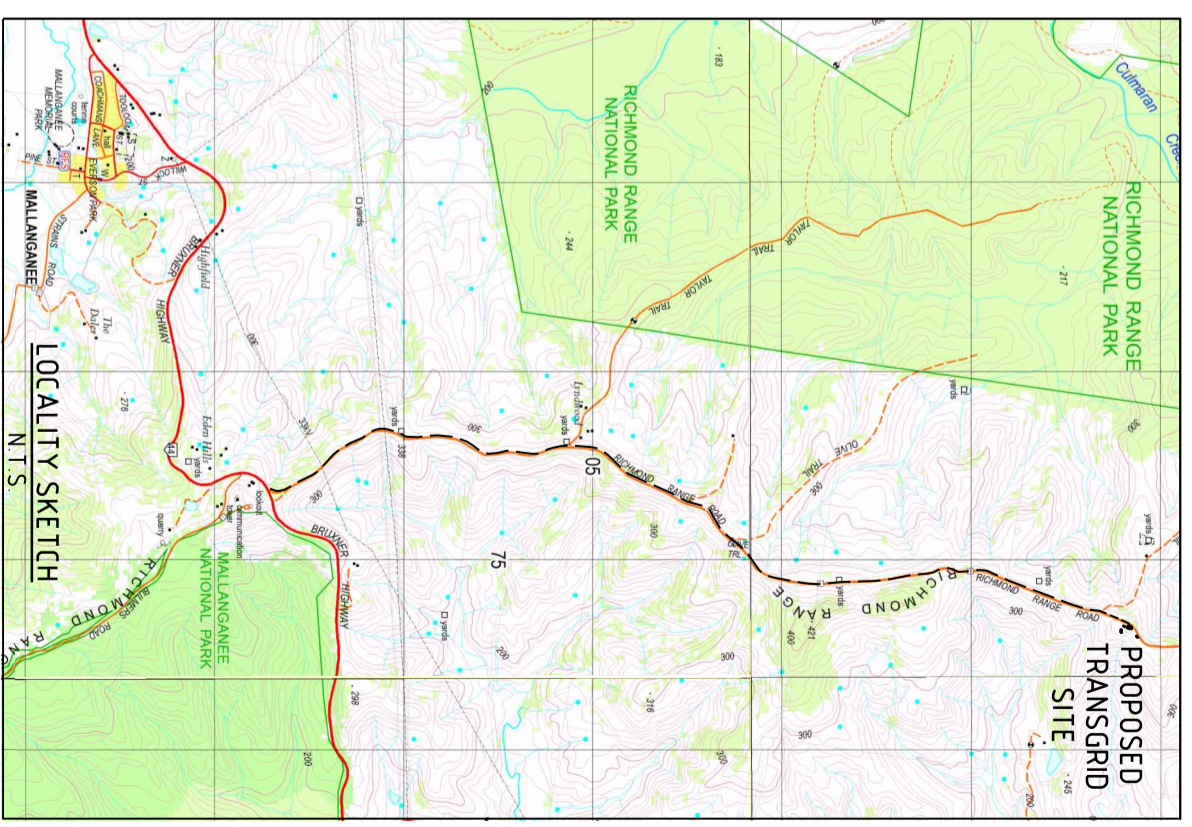
NOTES:

LOCATION OF ALL UNDERGROUND SERVICES IS APPROXIMATE ONLY.

PRIOR TO ANY WORKS, THE RELEVANT AUTHORITIES SHOULD BE CONTACTED FOR DETAILED LOCATIONS OF ALL SERVICES. THIS PLAN MUST NOT BE COPIED UNLESS THESE NOTES ARE INCLUDED.

DIAL BEFORE YOU DIG

ORIGIN OF LEVELS AND MGA: CORSNET NSW
CONTOUR INTERVAL: 0.5 m



SI 2013-128
P 51256
SURVEY BY D.WEBB DATE: JULY 2013

AMENDED BY:	DATE:
- -	- -

DRAWN	DJM	04-09-13
REVIEWED	RCM	22-22-14
APPROVED	RCM	22-22-14



DO NOT AMEND MANUALLY

SCALE: 1:600

KKS CODING UZI

ORIGINAL DRAWING APPROVED BY:

R.C. MARKHAM
SURVEY MANAGER
22-22-2014

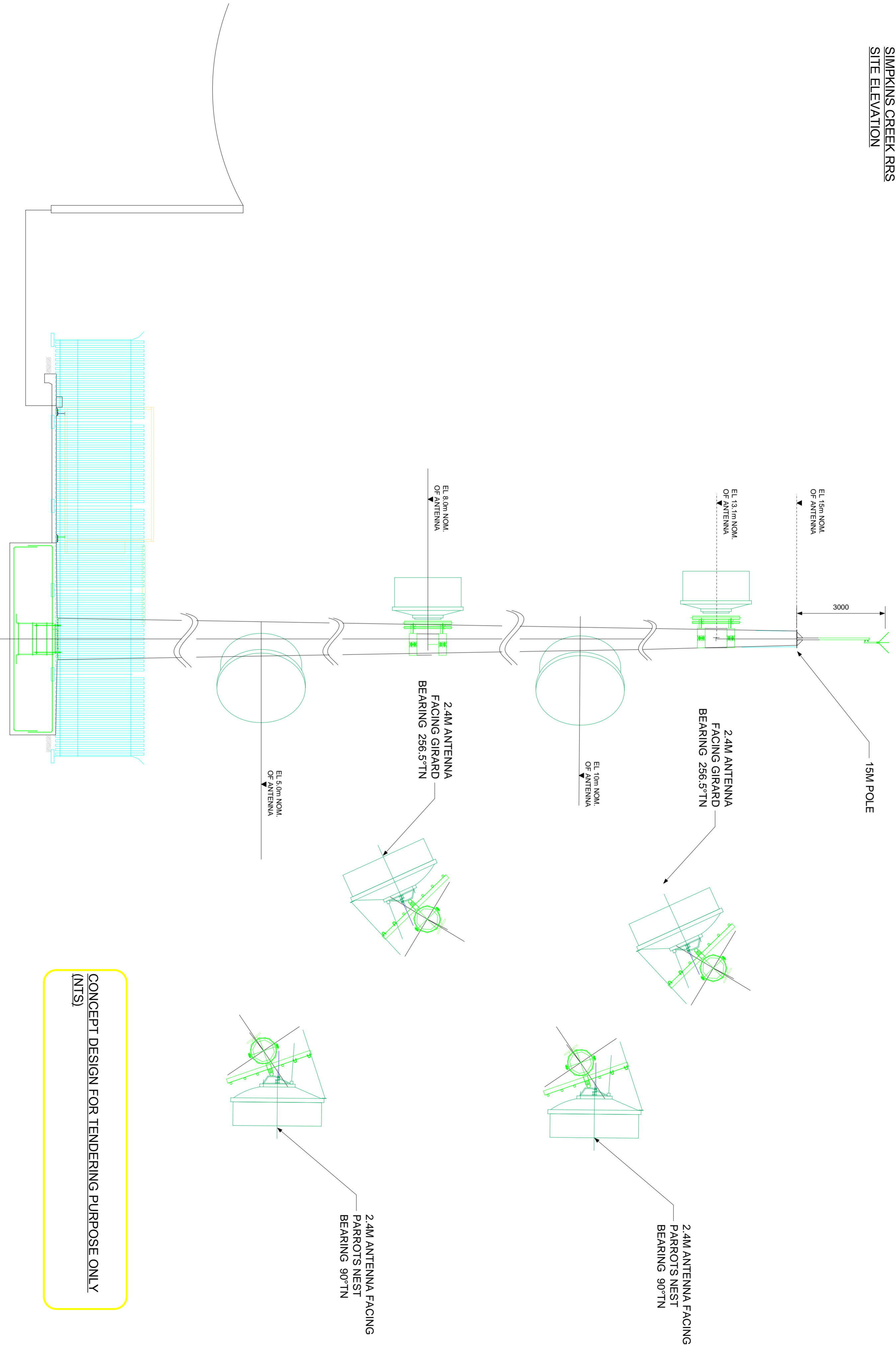
SIMPSONS CREEK RADIO SITE
OPEN SPACE, EASEMENTS, SITE SURVEYS
DETAIL SURVEY AND PROPOSED LICENCE AREA
WITHIN RICHMOND RANGE ROAD
ENGINEERING SURVEY

TENTATIVE
DRAWING STATUS

A3
PREFIX NUMBER SHEET

SKC-853960
00

SIMPKINS CREEK RRS
SITE ELEVATION



CONCEPT DESIGN FOR TENDERING PURPOSE ONLY
(NTS)



Example of a 25m concrete pole structure and antennas

**Deed of Agreement for Easement
Richmond Range Road, Mallanganee**

TransGrid
ABN 19 622 755 774

and

Kyogle Council
ABN 15 726 771 237

Deed of Agreement for Easement

Date 2014

Parties

TransGrid ABN 19 622 755 774 of 201 Elizabeth Street, Sydney NSW 2000 ("TransGrid")

and

Kyogle Council ABN 15 726 771 237 of 1 Stratheden Street, Kyogle, NSW, 2474 ("Landowner")

Background

- A. The Landowner is the registered proprietor of the Land.
- B. TransGrid is a state-owned corporation duly constituted by the *Energy Services Corporations Act 1995*.
- C. Under the *Energy Services Corporations Act 1995*, TransGrid's functions include the establishment, maintenance and operation of electricity transmission facilities, the provision of services in accordance with the National Electricity Law and Rules, and the carriage of telecommunications services.
- D. TransGrid has requested permission to construct the Works on the Land and the Landowner has agreed to give permission to the construction of the Works.
- E. TransGrid wishes to acquire the Easement for the operation, protection and maintenance of the Works.
- F. Subject to the terms of this Deed, the Landowner has agreed to grant the Easement to TransGrid.

Operative Provisions

1 Definitions and Interpretation

1.1 Definitions

"Compensation" means the amount of compensation determined in accordance with clause 5.

"Draft Plan" means the plan annexed to this Deed and marked "A".

"Easement" means the easement generally in the location shown on the Draft Plan and on the Easement Terms to be granted by the Landowner to TransGrid in accordance with this Deed.

“Easement Terms” means the terms contained in Memorandum AE891814 filed at Land & Property Information NSW a copy of which is annexed marked “B”.

“Land” means the land comprised in the lot to be created on registration of the Survey Plan at Land & Property Information.

“Survey Plan” means the final plan of survey to be registered at Land & Property Information NSW creating a lot for the Land and defining the site of the Easement.

“Transfer Granting Easement” means a *Real Property Act 1900* form of Transfer Granting Easement generally in the form of the document annexed and marked “C”.

“Works” includes any works referred to in the Easement Terms.

1.2 Unless the contrary intention appears, a reference in this Deed to:

- (a) the singular includes the plural and vice versa; and
- (b) the word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity; and
- (c) a particular person includes a reference to the person’s executors, administrators, successors, successors in title, substitutes (including persons taking by novation) and assigns.

2 Survey Plan

- 2.1 The parties acknowledge and agree the Draft Plan generally identifies the site Easement and the proposed location of the Works.
- 2.2 On completion of construction of the Works, TransGrid must, at its cost, promptly prepare the Survey Plan in registrable form to enable registration of the Transfer Granting Easement at Land & Property Information NSW.
- 2.3 Following preparation of the Survey Plan, TransGrid must send the Survey Plan to the Landowner.
- 2.4 Promptly after receiving the Survey Plan from TransGrid, the Landowner must properly execute the Survey Plan (and any associated documents and any relevant consents) and return the Survey Plan (and any associated documents and any relevant consents) to TransGrid.
- 2.5 Promptly after received the properly executed Survey Plan (and any associated documents and any relevant consents) from the Landowner, TransGrid must, at its cost:
 - (a) arrange for execution of Survey Plan by its authorised officer (if necessary); and
 - (b) lodge the Survey Plan for registration at Land & Property Information.

3 Grant of Easement

- 3.1 The Landowner grants the Easement to TransGrid.
- 3.2 The parties agree that:
- (a) from the date of this Deed:
 - (i) the provisions of this clause 3 give TransGrid an interest in the Land in respect of the Easement;
 - (ii) TransGrid may use that part of the Land the subject of the Easement to carry out the Works;
 - (iii) TransGrid may exercise its rights under the Easement Terms; and
 - (iv) both parties are bound by the obligations under the Easement Terms.
 - (b) notwithstanding the provisions of the section 46 of the *Real Property Act 1900*, the parties agree not to use or deal with the Land in a manner inconsistent with the rights and obligations contained in this Deed.
- 3.3 When the Easement has been recorded on the title to the Land in accordance with clause 7 of this Deed, TransGrid's equitable interest will become a legal interest and this clause 3 ceases to operate.

4 Caveat

- 4.1 The Landowner consents to TransGrid lodging a caveat over the title to the Land to protect TransGrid's interest in the Land created by this Deed.
- 4.2 If TransGrid lodges a caveat to protect its interest in the Land, TransGrid agrees promptly to consent to any dealing which relates to the Land which does not adversely affect TransGrid's interest.
- 4.3 TransGrid must withdraw the caveat:
- (a) following recording of the Easement on the title to the Land; or
 - (b) on publication of a gazette notice for acquisition of the Easement in accordance with the *Land Acquisition (Just Terms Compensation) Act 1919*.

5 Compensation

- 5.1 Following completion of construction of the Works, TransGrid will:
- (a) engage a registered real estate valuer to determine the affect on value of the Land that the acquisition of the Easement will have; and

- (b) submit a formal offer to the Landowner for payment of the Compensation in accordance with such valuation.
 - 5.2 The Landowner must either:
 - (a) accept TransGrid's offer; or
 - (b) submit an alternative offer for the amount of the Compensation within 45 days from receiving TransGrid's offer submitted under clause 5.1.
 - 5.3 The parties agree to negotiate in good faith to reach an agreement on the amount of the Compensation payable to the Landowner for acquisition of the Easement in accordance with the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991*.
 - 5.4 In the event the parties cannot reach an agreement on the amount of the Compensation within 3 months from the date of TransGrid's initial offer under clause 5.1(b), then:
 - (a) the parties agree to have a valuer appointed by the President of the Australian Property Institute to determine the amount of the Compensation; and
 - (b) the parties agree that such valuation will be final and binding on the parties except in the case of manifest error.
-

6 Compulsory Acquisition

- 6.1 In the event that the amount of the Compensation cannot be determined or that the Landowner does not perform its obligations under clause 5, TransGrid will:
 - (a) promptly seek the approval of the Minister administering the *Electricity Supply Act 1995* to issue a proposed acquisition notice in accordance with the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991*, and if such consent is given by the Minister:
 - (b) serve a proposed acquisition notice on the Landowner in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991*;
 - (c) acquire the Easement in accordance with the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991*; and
 - (d) pay to the Landowner the Compensation as determined by the Valuer-General in accordance with the provisions of the *Land Acquisition (Just Terms Compensation) Act 1919*.
- 6.2 If TransGrid compulsorily acquires the legal interest in the Easement, then clauses 3, 5, 7, 8 and 9 of this Deed cease to operate.

7 Easement

- 7.1 On completion of construction of the Works, the Survey Plan and agreement being reached on the amount of the Compensation, TransGrid must:
- (a) promptly prepare the Transfer Granting Easement to create the Easement; and
 - (b) send the Transfer Granting Easement to the Landowner.
- 7.2 When the Landowner receives the Transfer Granting Easement, it must promptly:
- (a) properly execute and return the Transfer Granting Easement to TransGrid;
 - (b) produce the Certificate of Title (if issued) in respect of the Land at Land & Property Information NSW to enable registration of the Transfer Granting Easement; and
 - (c) obtain and send to TransGrid any consent to registration of the Transfer Granting Easement by any mortgagee or other interested party in the Land as may be required by Land & Property Information NSW.
- 7.3 When TransGrid receives the properly executed Transfer Granting Easement from the Landowner and the Landowner has complied with clause 7.2, TransGrid must promptly:
- (a) arrange for execution of Transfer Granting Easement by its authorised officer;
 - (b) lodge the Transfer Granting Easement for registration at Land & Property Information NSW; and
 - (c) when the Easement has been recorded on the title to the Land, obtain and send to the Landowner a copy of the registered Transfer Granting Easement.

8 Payment of Compensation

- 8.1 TransGrid will pay the Compensation to the Landowner promptly after it has received notification from Land & Property Information of registration of the Transfer Granting Easement.

9 GST

- 9.1 GST
- (a) All consideration provided for any taxable supply under this Deed is exclusive of GST unless the contrary is clear. The amount of that consideration must be increased by an additional amount equal to the GST on that taxable supply. The party who has to pay the additional amount must pay it at the same time

as the consideration in respect of that taxable supply becomes due or, if the supplier has to pay (or allow credit against) the relevant GST before then, the additional amount must be paid at the earlier time.

- (b) If an amount of consideration under this Deed is calculated as specific compensation or reimbursement for an expense, loss or liability of a supplier the consideration must be calculated after excluding any amount for which the supplier is entitled to an input tax credit as recipient of the item to which the expense, loss or liability relates.
- (c) A party shall not be obliged to make any payment for GST unless it is provided with a tax invoice which complies with the GST Act.
- (d) If at any time an adjustment is made or required to be made between a party and the relevant taxing authority on account of any amount paid as GST under this Deed:
 - (i) a corresponding adjustment must be made;
 - (ii) adjustment notes must be issued; and
 - (iii) any payment must be made,between the parties as may be necessary to give effect to the adjustment.
- (e) For the purposes of this clause the following words are defined:
 - (i) **“GST”** means the tax imposed or assessed by the GST Act and its related legislation and includes any similar or substitute impost introduced in the future.
 - (ii) **“GST Act”** means the *A New Tax System (Goods and Services Tax) Act 1999*.
 - (iii) **“input tax credit”, “taxable supply” and “consideration”** have the meanings given to those terms in the GST Act.

10 Stamp Duty and Costs

10.1 TransGrid agrees to:

- (a) pay any stamp duty payable or assessed in connection with this Deed;
- (b) pay all fees imposed by Land & Property Information in respect of registration of the Transfer Granting Easement; and
- (c) reimburse the Landowner’s reasonable legal and valuation costs incurred in connection with this Deed and the creation of the Easement.

11 Entire Agreement

- 11.1 This Deed constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

12 Successive parties bound

The terms of this Deed and the Easement are covenants and agreements between:

- (a) TransGrid, both for itself, and its successors; and
- (b) the Landowner both for itself, its successors and every other person who is entitled from time to time to an estate or an interest in possession of the Land or any part of the Land.

to the intent that those covenants are annexed to and pass with the benefit and burden of the Land.

13 Counterparts

- 13.1 This Deed may consist of a number of copies, each signed by one or more parties to this Deed. If so, the signed copies are treated as making up the one document.

14 Variation and waiver

- 14.1 A provision of this Deed or a right created under it may not be waived or varied except in writing, signed by the party or parties to be bound.

15 Further steps

- 15.1 Each party agrees to do anything the other asks (eg obtaining consents, signing and providing documents and getting documents completed and signed):
- (a) to bind the party and its successors under this Deed;
 - (b) to give effect to the intentions of the parties, the objectives of this Deed and the transactions contemplated by the Deed (including negotiating in good faith with respect to any matters requested by any of the parties to this Deed);
 - (c) to execute and deliver documents; and

- (d) to use its best endeavours to make relevant third parties comply with this clause 15.

Executed as a Deed.

EXECUTED for and on behalf of)
TRANSGRID by its Authorised Officer,)
[insert name] whom it has authorised for)
the purpose and signed in the presence)
of:)
)

.....
Signature of witness

.....
Signature of

.....
Name of witness

201 Elizabeth Street
SYDNEY, NSW, 2000

.....
Address of witness

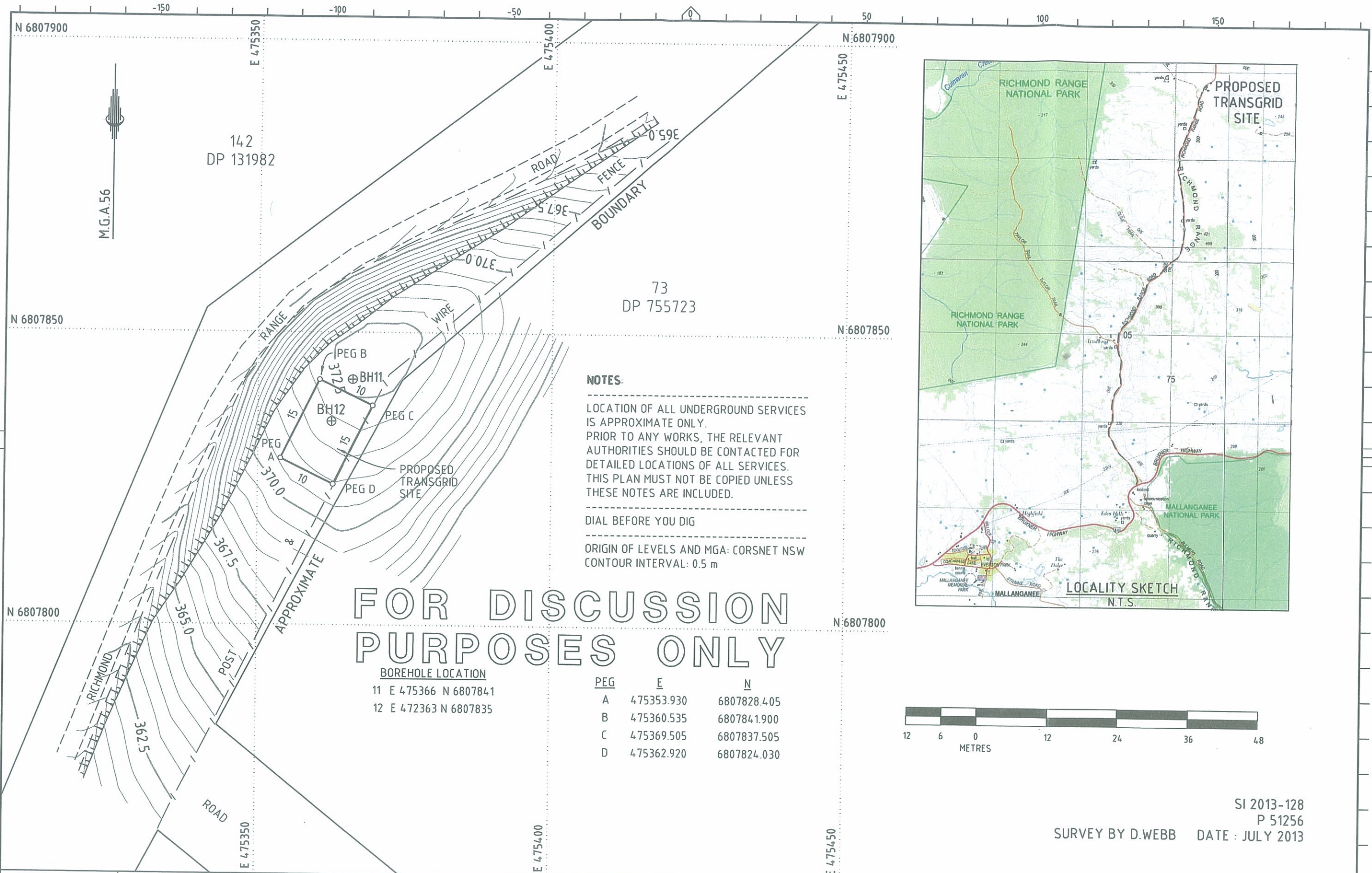
Execution of Landowner:

This drawing is copyright and is the property of TransGrid. No part of this work may be copied, reproduced, altered or amended, stored in a retrieval system, or transmitted in any form or by any means without the prior permission in writing of TransGrid.

M.G.A.56

142
DP 131982

73
DP 755723



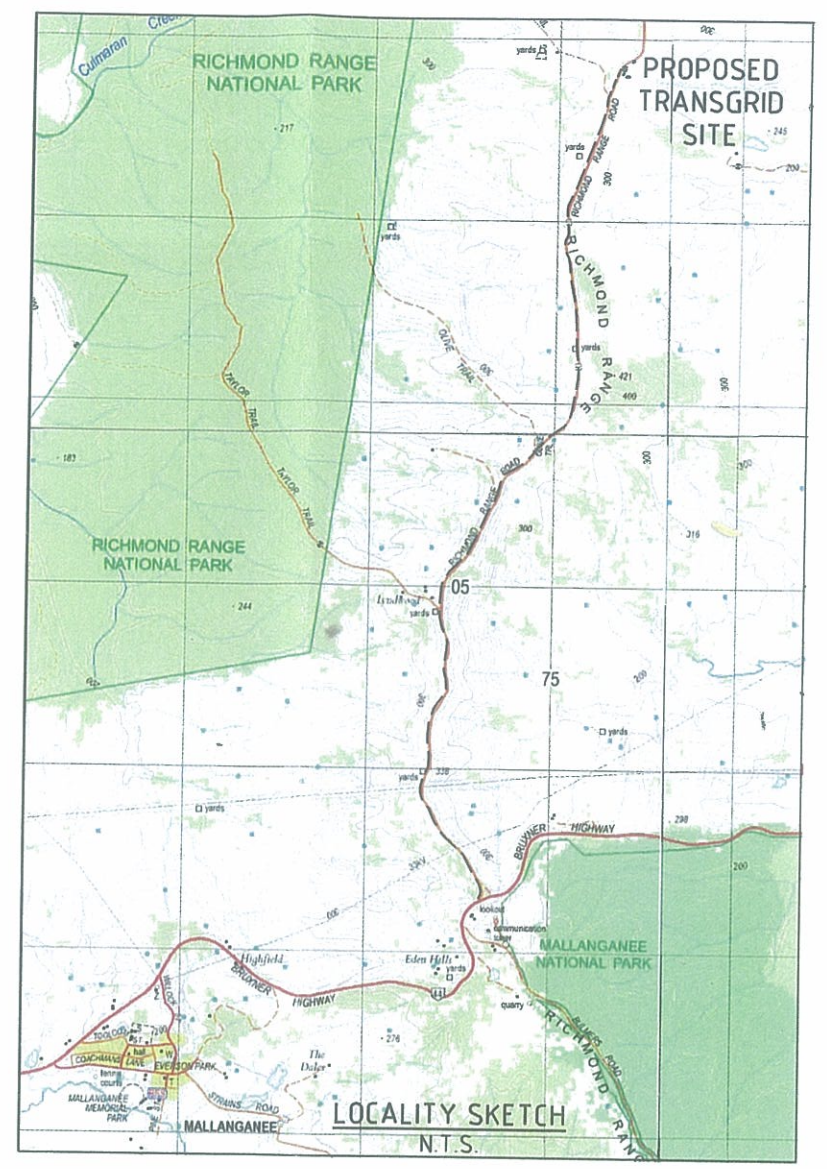
NOTES:
 LOCATION OF ALL UNDERGROUND SERVICES IS APPROXIMATE ONLY. PRIOR TO ANY WORKS, THE RELEVANT AUTHORITIES SHOULD BE CONTACTED FOR DETAILED LOCATIONS OF ALL SERVICES. THIS PLAN MUST NOT BE COPIED UNLESS THESE NOTES ARE INCLUDED.
 DIAL BEFORE YOU DIG
 ORIGIN OF LEVELS AND MGA: CORSNET NSW
 CONTOUR INTERVAL: 0.5 m

FOR DISCUSSION PURPOSES ONLY

BOREHOLE LOCATION

11	E 475366	N 6807841
12	E 472363	N 6807835

PEG	E	N
A	475353.930	6807828.405
B	475360.535	6807841.900
C	475369.505	6807837.505
D	475362.920	6807824.030



SI 2013-128
 P 51256
 SURVEY BY D.WEBB DATE: JULY 2013

AMENDED BY: DATE: - -

DRAWN	DJM	04-09-13
REVIEWED	RCM	??-??-14
APPROVED	RCM	??-??-14

cad

DO NOT AMEND MANUALLY

KKS CODING UZT
 ORIGINAL DRAWING APPROVED BY:
R.C. MARKHAM
 SURVEY MANAGER
 ??-??-2014

TENTATIVE
 DRAWING STATUS

© TransGrid
 SIMPKINS CREEK RADIO SITE
 OPEN SPACE, EASEMENTS, SITE SURVEYS
 DETAIL SURVEY AND PROPOSED LICENCE AREA
 WITHIN RICHMOND RANGE ROAD
 ENGINEERING SURVEY

A3 SKC-853960 00
 PREFIX NUMBER SHEET AMDT

DOCUMENT FILENAME:

TransGrid
 279x385

"B"

Form: 16LM
Release: 21
www.lands.nsw.gov.au

MEMORANDUM

New South Wales
Section 80A Real Property Act 1



AE891814C

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required 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.

(B) LODGED BY

Document Collection Box 238N	Name, Address or DX, Telephone, and LLPNI if any Blake Dawson DX 155 Sydney Tel: 02 9258 6000	123155 F	CODES LM CM MM GM BM
Reference: BLB JDOU 02 2006 6163			

(B) APPLICANT

Blake Dawson

(C) The applicant requests the Registrar General to record this memorandum, comprising 2 pages including this page, which contains provisions deemed to be incorporated in any instrument which refers to it.

- (D) i. For option to renew see clause NOT APPLICABLE
- ii. For option to purchase see clause NOT APPLICABLE

(E) Signature of applicant's representative: *B. Badcock*

Name of signatory: Bronwyn Badcock
 Capacity of signatory (if applicable): Partner
 Date: 06 August 2009

FOR THE PROVISIONS CONTAINED IN THIS MEMORANDUM SEE THE ANNEXURE A

ANNEXURE "A"

MEMORANDUM OF ENERGY TRANSMISSION EASEMENT

- (a) FULL AND FREE right for TransGrid, its agents, employees, successors, assigns and all other persons or bodies authorised to act on its or their behalf to do all things reasonably necessary or appropriate to carry out its functions pursuant to the *Energy Services Corporations Act 1995* and *Electricity Supply Act 1995* as an energy transmission operator and a network operator to establish, construct, maintain and operate all facilities and structures and things for the transmission of electricity and telecommunications in, on or under the land burdened, including but not limited to:
- (i) the removal, re-erection, re-construction, replacement, re-installation, upgrade, alteration, repair and renewal of such facilities, structures and things; and
 - (ii) the placement and operation of vehicles, plant and equipment; and
 - (iii) the establishment, construction, maintenance, removal, re-erection, re-construction, replacement, re-installation, upgrade, alteration, repair and renewal of gates, roads (to a maximum width of 5 metres), bridges, culverts, piped crossings and the like; and
 - (iv) the removal, trimming, cutting, lopping and maintenance of trees and other vegetation.
- (b) The owners of the land burdened or the holder of any interest therein must not do, knowingly permit or suffer to be done, any of the following acts, things or activities:
- (i) the placement, erection, construction or installation of any building, structure or thing in, on or under the land burdened; and
 - (ii) the operation, installation or placement of any plant, equipment, machinery, utilities or thing, having a height of 4.3 metres or use thereof above a height of 4.3 metres, in, on or under the land burdened; and
 - (iii) the planting or placement of any trees, shrubs or bushes in, on or under the land burdened; and
 - (iv) the placement or use of any flammable material, explosives, fire, waste products or refuse in, on or under the land burdened; and
 - (v) the excavation or carrying out of construction works in, on, or under the land burdened.
- (c) Notwithstanding (b) above, the acts, things and activities therein may be carried out only with the prior permission in writing of TransGrid, its successors or assigns.
- (d) In exercising rights under this easement, TransGrid and its successors and assigns will take precautions to minimise disturbance to the land burdened as is reasonably practicable.

" C "

TRANSFER GRANTING EASEMENT

New South Wales
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required 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	Dominant Tenement An easement in gross pursuant to S88A of the Conveyancing Act 1919
--------------------------	-------------------	---

(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Reference: BP: PXB: 140368	CODE TG
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(C) TRANSFEROR	KYOGLE COUNCIL ABN 15 726 771 237
-----------------------	-----------------------------------

(D) The transferor acknowledges receipt of the consideration of \$ 1.00 and transfers and grants—

(E) DESCRIPTION OF EASEMENT	AN EASEMENT FOR ENERGY TRANSMISSION MORE PARTICULARLY DESCRIBED IN ANNEXURE "A"
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out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) TRANSFEREE	TRANSGRID ABN 19 622 755 774
-----------------------	---------------------------------

DATE

(H) I certify that I am an eligible witness and that an authorised officer of the transferor signed this dealing in my presence. [See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:

Signature of authorised officer:

Name of witness:
Address of witness:

Authorised officer's name:
Authority of officer:
Signing on behalf of:

I certify that I am an eligible witness and that an authorised officer of the transferee signed this dealing in my presence. [See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:

Signature of authorised officer:

Name of witness:
Address of witness:

Authorised officer's name: Gerard Reiter
Authority of officer: **
Signing on behalf of: TransGrid

201 Elizabeth Street
SYDNEY NSW 2000



* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

**ANNEXURE "A" TO THE TRANSFER GRANTING EASEMENT
BETWEEN KYOGLE COUNCIL ABN 15 726 771 237 AS TRANSFEROR AND
TRANSGRID AS TRANSFEREE
DATED:**

An EASEMENT FOR ENERGY TRANSMISSION affecting that part of the servient tenement shown as "///insert details///" on Deposited Plan "///insert details///" (being the "land burdened") on the terms contained in Memorandum AE891814 filed at Land & Property Information and, for the purpose of this easement, Memorandum AE891814 is amended by deleting clause b(ii).

SIGNED BY
KYOGLE COUNCIL ABN 15 726 771 237

SIGNED FOR AND ON BEHALF OF
TRANSGRID