



Deed of Agreement for Works and Easement

Jemena Eastern Gas Pipeline (1) Pty Ltd

ABN 15 068 570 847

and

Jemena Eastern Gas Pipeline (2) Pty Ltd

ABN 77 006 919 115

and

The party whose details are set out in Item 2 of the Reference Schedule

Works and easements for Port Kembla Lateral Pipeline

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Annexure

- A Draft Easement Plan
- B Form 2

REFERENCE SCHEDULE

ITEM 1: Jemena

Name: **Jemena Eastern Gas Pipeline (1) Pty Ltd**
ABN: 15 068 570 847
Address: Level 16, 567 Collins Street
Melbourne VIC 3000
Fax number: 03 8544 9888
Attention: Jodi Wood

Name: **Jemena Eastern Gas Pipeline (2) Pty Ltd**
ABN: 77 006 919 115
Address: Level 16, 567 Collins Street
Melbourne VIC 3000
Fax number: 03 8544 9888
Attention: Jodi Wood

ITEM 2: Owner

Name: Radisich Property Pty Ltd
ACN: 626 070 522
Address: 243A Princes Highway
Unanderra NSW 2526
Facsimile: Not applicable
Attention: Mark and Jennette Radisich

ITEM 3: Property:

Address: 243 Princes Highway Unanderra 2526
Title particulars: Lot 100 in Deposited Plan 713634

ITEM 4:**Permitted Purpose**

The following purposes:

- (a) surveying, measuring, inspecting and testing the Property;
- (b) undertaking geo-technical, environmental, heritage and/or archaeological investigations and assessments in respect of the Property;
- (c) obtaining any Authorisation or report in respect of the Property or the Works;
- (d) determining the location, dimensions and boundaries of the Easement Site;
- (e) preparing any applications for Authorisations for the Works;
- (f) carrying out of the Works;
- (g) testing and operation of the Works; and
- (h) any act necessary or incidental to any of the purposes referred to in paragraphs (a) to (g) above.

ITEM 5:**Works**

- (a) Vegetation clearance and site set-up including provision for access, materials storage etc.
- (b) Earthworks relating to the construction of the New Pipeline.
- (c) Construction works for the construction of the New Pipeline and associated infrastructure.
- (d) Pipeline easement and site restoration works for the completed pipeline constructions.
- (e) Operational maintenance activities to ensure safe and reliable operations for the lifetime of the New Pipeline including but not limited to maintenance of vegetation clearances and pipeline structural integrity and environmental management.

ITEM 6:**Easement Payment**

\$75,250.00 (exclusive of GST).

ITEM 7:**Disturbance Payment**

Not applicable

ITEM 8:**Execution Payment**

\$10,000.00 (exclusive of GST).

THIS DEED is made on

20____

BETWEEN:

- (1) **Jemena Eastern Gas Pipeline (1) Pty Ltd** ABN 15 068 570 847;
- (2) **Jemena Eastern Gas Pipeline (2) Pty Ltd** ABN 77 006 919 115,
(together **Jemena**); and
- (3) **The party whose details are set out in Item 2 of the Reference Schedule (Owner).**

RECITALS:

- (A) The Owner is the registered proprietor of the Property.
- (B) The Owner has agreed to:
 - (1) provide Jemena with access to the Property for the Permitted Purpose; and
 - (2) grant Jemena the Easement,
on the terms of this document.

THE PARTIES AGREE AS FOLLOWS:

1. **INTERPRETATION**

1.1 **Definitions**

The following definitions apply in this document:

Act means the *Pipelines Act 1967* (NSW).

Authorisation means:

- (a) an approval, authorisation, consent, declaration, exemption, permit, notarisation or waiver, however it is described, and including any condition attached to it; and
- (b) in relation to anything that could be prohibited or restricted by law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken,

including any renewal or amendment.

Business Day means a day (other than a Saturday, Sunday or public holiday), on which banks are open for general banking business in New South Wales.

Draft Easement Plan means the plan comprising Annexure A showing the proposed Easement Site.

Disturbance means any interruption, nuisance or disturbance that may be caused to the Owner's use and enjoyment of the Property in connection with Jemena's use of the Property for the Permitted Purpose and/or undertaking the Works.

Disturbance Payment means the amount specified in Item 7.

Easement means the pipeline and access easement on terms and having a width described in and to be created by the Easement Documents.

Easement Documents means the Form 2 and the Easement Plan (as amended in accordance with this document).

Easement Payment means the amount specified in Item 6.

Easement Plan means the deposited plan in registrable form showing the location of the Easement, generally in the location of the Easement Site shown on the Draft Easement Plan.

Easement Site means that part of the Property over which the Easement is to be granted.

Execution Payment means the amount specified in Item 8.

Form 2 means the instrument by which the Easement is granted to Jemena over the Easement Site, generally in the form of the document contained in Annexure B.

GST has the meaning given in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person including a statutory corporation; or
- (c) a person (whether autonomous or not) charged with the administration of a law.

Jemena means the parties named in Item 1.

Jemena's Employees includes Jemena's employees, agents, contractors and consultants.

Law means:

- (a) acts, ordinances, regulations, by-laws, orders, awards, common law, regulatory instruments and proclamations;
- (b) Authorisations; and
- (c) standards, codes and guidelines which have the force of law,

whether or not in force at the date of execution of this document.

LRS means NSW Land Registry Services.

New Pipeline means the mains, pipes, plant, machinery, equipment, apparatus and other pipeline infrastructure to be constructed by or on behalf of Jemena on the Easement Site and subject to the Easement.

Owner means the party named in Item 2.

Permitted Purpose means the purposes specified in Item 4.

Pre-grant Period means the period commencing on the date of this document and terminating on the date that the Easement is registered at LRS.

Property means the land described in Item 3.

Sunset Date means the date which is four years after the date of this document.

Works means the works specified in Item 5.

Works Area means that part of the Property as hatched blue in the Draft Easement Plan.

1.2 Rules for interpreting this document

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word is defined, another part of speech has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (g) The expression **this document** includes the agreement, arrangement, understanding or transaction recorded in this document.
- (h) The words **subsidiary, holding company** and **related body corporate** have the same meanings as in the Corporations Act.
- (i) A reference to **dollars** or **\$** is to an amount in the Australian currency.
- (j) A reference to a month is to a calendar month.
- (k) A reference to an **Item** is to the relevant Item in the Reference Schedule in this document.
- (l) A reference to a professional body includes a succeeding body or where there is no succeeding body, a body serving similar objects.

- (m) Words defined in the GST Act have the same meaning in clauses about GST in this document.
- (n) If a person is a member of a GST group, references to GST for which the person is liable and to input tax credits to which the person is entitled include GST for which the representative member of the GST group is liable and input tax credits to which the representative member is entitled.

1.3 **Multiple parties**

If a party to this document is made up of more than one person, or a term is used in this document to refer to more than one party, then unless otherwise specified in this document:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking relates to each of them separately.

2. **EASEMENT**

2.1 **Grant of Easement**

The Owner:

- (a) consents to the vesting under the Act of the Easement over the Property; and
- (b) agrees to grant Jemena the Easement in accordance with this document.

2.2 **Jemena to make payments**

Jemena must make the following payments to the Owner:

- (a) **(Execution Payment)** In consideration of the Owner entering into this document, Jemena must pay the Execution Payment to the Owner within 30 Business Days of receipt of an invoice for that payment. The parties agree that the Execution Payment is non-refundable.
- (b) **(Disturbance Payment)** In consideration of any Disturbance, Jemena must pay the Disturbance Payment to the Owner by the later of:
 - (i) 30 Business Days after Jemena commences construction of the New Pipeline; and
 - (ii) within 30 Business Days after receipt of an invoice for that payment.

The Disturbance Payment is acknowledged by the Owner to be in full and final satisfaction of all compensation payable in respect of any Disturbance.

- (c) **(Easement Payment)** In consideration for the grant of the Easement, Jemena must pay the Easement Payment to the Owner by the later of:
 - (i) 30 Business Days after the Owner returns the Easement Documents to Jemena under clause 2.3(ii); and
 - (ii) 30 Business Days of receipt of an invoice for that payment.

The Easement Payment is acknowledged by the Owner to be in full and final satisfaction of all compensation payable for the vesting of the Easement in favour of Jemena pursuant to section 22A of the Act and the grant of the Easement.

- (d) (costs of **Easement Documents**) Jemena must pay the Owner's reasonable legal costs of and incidental to the negotiation, preparation and completion of this document and the Easement Documents, within 30 Business Days of receipt of an invoice for those costs together with the survey and registration fees payable in respect of the Easement Documents.

2.3 **Execution of Easement Documents**

If requested by Jemena, the Owner must within 10 Business Days of receipt of the Easement Documents from Jemena:

- (i) properly sign the Easement Documents;
- (ii) return the signed Easement Documents to Jemena;
- (iii) promptly arrange for the certificate of title to the Property to be produced at LRS to permit registration of the Easement Documents and notify Jemena of the relevant production number of the certificate of title;
- (iv) promptly procure the consent of any person holding an interest in the Property whose consent is required to register the Easement Documents; and
- (v) generally co-operate and assist Jemena to register the Easement Documents.

2.4 **Registration of Easement Documents**

Jemena must promptly attend to registration of the Easement Documents.

3. **VARIATION OF EASEMENT DOCUMENTS**

3.1 **Notice of proposed variations**

Jemena must notify the Owner of any proposed variation to the Easement Documents including without limitation:

- (a) variations required by any relevant Government Agency or under any Law; and
- (b) such alterations as may be necessary to register the Easement Documents.

3.2 **Consent to variations**

Subject to clause 3.3, Jemena must obtain the consent of the Owner to any variation to the Easement Documents (such consent not to be unreasonably withheld).

3.3 **Minor Variation**

Despite clause 3.2, Jemena is not required to obtain the consent of the Owner in relation to:

- (a) the insertion of current title references of the Property in the Easement Documents;
- (b) the insertion of the deposited plan number of the Easement Plan in Form 2;
- (c) a variation to the Easement Plan which relocates the Easement Site by not more than 1.5 metres either side of its position as shown in the Draft Easement Plan; or

- (d) such other details as may be necessary to complete the Easement Documents in accordance with this document and to enable the Easement Documents to be registered.

4. LICENCE FOR PERMITTED PURPOSE

4.1 Grant of Licence

The Owner grants Jemena and Jemena's Employees a licence to access and use the Works Area for the Permitted Purpose:

- (a) for the term of the Pre-grant Period; and
- (b) on the terms and conditions of this clause 4.

4.2 General conditions

When exercising its rights under this clause 4, Jemena must:

- (a) use reasonable endeavours not to cause undue interference or disturbance with the Owner's use of the Works Area;
- (b) comply with any reasonable directions given by the Owner in relation to the security of the Works Area or the operations conducted by the Owner on the Works Area; and
- (c) leave the Works Area clean and free of any rubbish or unused construction materials brought onto the Works Area by Jemena or Jemena's Employees.

4.3 Insurance

- (a) Jemena must during the Pre-grant Period effect and maintain (or cause to be effected and maintained) the following insurance with reputable insurers:
 - (i) all insurance required by Law (including workers compensation insurance) in relation to Jemena's use of the Works Area; and
 - (ii) public risk insurance of not less than \$20,000,000 in respect of any one occurrence applicable to the Works Area.
- (b) Jemena may provide for the public risk insurance cover under clause 4.3(a)(ii) by inclusion under Jemena's global policy.

4.4 Compliance with Laws

Jemena must at its own expense:

- (a) comply with all Laws governing the carrying out of the Works on the Works Area; and
- (b) obtain, keep current and comply with all Authorisations that may be necessary or appropriate for carrying out the Works.

4.5 Environmental

- (a) The Owner is liable for and indemnifies Jemena and Jemena's Employees against all claims, resulting or arising from the presence of any contamination in, on or under the Property arising from any use other than the Permitted Purpose whether occurring before, during or after the Term.

- (b) Jemena is liable for and indemnifies the Owner against all claims, resulting or arising during the Pre-grant Period, from the presence of any contamination in, on or under the Property arising from the Permitted Purpose.

5. PRE-GRANT PERIOD

5.1 Development Application

- (a) Where Authorisations are required in respect of the Works, Jemena may with the prior approval of the Owner, which approval will not be unreasonably withheld or delayed, make application for development consent or other application for an Authorisation required by Jemena with respect to the Works or the Permitted Purpose with any relevant Government Agency.
- (b) The Owner must promptly sign all documentation to authorise and assist Jemena and do all things reasonably required by Jemena to assist Jemena in making applications in clause 5.1(a).

5.2 Restrictions on the Owner

During the Pre-grant Period, the Owner:

- (a) must not without Jemena's prior written consent, and in accordance with such conditions as Jemena may reasonably impose, do anything, or permit anything to be done, on the Property that:
 - (i) causes or increases any risk or danger to the New Pipeline or any associated apparatus, including (without limitation):
 - (A) placing any building, structure, poles, pipeline, cable, plant, machinery, construction materials or improvement within the Easement Site or altering the surface of the Easement Site;
 - (B) doing anything that restricts access to the Easement Site; or
 - (C) doing anything that may interfere with, damage or destroy the New Pipeline or associated apparatus, or interfere with their operation;
 - (ii) interferes with Jemena's enjoyment of its rights under this document;
 - (iii) causes Jemena to breach any terms of its pipeline licence or any Law; or
 - (iv) hinders or impedes Jemena's Works or Permitted Purpose; and
- (b) must, if notified by Jemena in writing to the Owner comply with Jemena's safety requirements prior to entering onto the Easement Site.

5.3 No inconsistent dealings

The Owner must not during the Pre-grant Period:

- (a) sell or transfer the Property or dispose of any interest in the Property;
- (b) lease, license or otherwise part with possession of all or part of the Property;
- (c) develop or grant any rights to a third party to develop all or part of the Property;
- (d) create any further encumbrance over the Property unless the encumbrance is subject to Jemena's rights and interests under this document;

- (e) grant any option over the Property which is inconsistent with Jemena's rights under this document;
- (f) subdivide or consolidate the Property; or
- (g) unless required by Law, do anything which prejudices or could prejudice the rights or interests of Jemena under this document,

without the prior written consent of Jemena, such consent not to be unreasonably withheld.

5.4 **Transfer of Property**

Jemena must not withhold its consent under clause 5.3 to any sale or transfer of the Property where the proposed transferee has entered into a deed with Jemena on the same terms as this document (amended as appropriate).

6. **TITLE TO THE NEW PIPELINE**

The Owner acknowledges that title to the New Pipeline and all structures forming part of the New Pipeline constructed on the Property by or on behalf of Jemena shall remain at all times with Jemena, notwithstanding that the New Pipeline is affixed to the Property.

7. **GST**

- (a) Subject to clause 7(b), if GST is payable in respect of any supply made by a supplier under this document (**GST Amount**), the recipient must pay to the supplier an amount equal to the GST payable on the supply at the same time that the consideration for the supply is to be provided.
- (b) The supplier must provide a tax invoice to the recipient which complies with the requirements of the GST Law before the supplier is entitled to payment of the GST Amount under clause 7(a).
- (c) If an adjustment event occurs in relation to a taxable supply under this document:
 - (i) the supplier must provide an adjustment note to the recipient within 7 days of becoming aware of the adjustment; and
 - (ii) any payment necessary to give effect to the adjustment must be made within 7 days after the date of receipt of the adjustment note.

8. **SUNSET DATE**

- (a) If Jemena fails to commence construction of the New Pipeline on or by the Sunset Date, then either party may, by written notice to the other, terminate this document.
- (b) Upon termination of this document pursuant to clause 8(a):
 - (i) Jemena must withdraw any caveat or memorandum it has lodged over the Property pursuant to clause 10.1;
 - (ii) Jemena is not required to pay the Easement Payment or the Disturbance Payment; and
 - (iii) the Owner is not required to grant Jemena the Easement.

9. NOTICES

9.1 How to give a notice

A notice, consent or other communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given in one of the following ways:
 - (i) sent by prepaid mail (by airmail, if the addressee is overseas) or delivered to that person's address;
 - (ii) sent by fax to that person's fax number and the machine from which it is sent produces a report that states that it was sent in full without error;
 - (iii) given personally; or
 - (iv) given in any other manner permitted by Law.

9.2 When a notice is given

A notice, consent or other communication that complies with this clause 8 is conclusively regarded as given and received:

- (a) if it is sent by fax or delivered, if received:
 - (i) by 5.00 pm (local time in the place of receipt) on a Business Day – on that day; or
 - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day – on the next Business Day;
- (b) if it is sent by mail, when it would be delivered in the ordinary course of post, but in any event:
 - (i) not later than three Business Days after posting within Australia; or
 - (ii) not later than seven Business Days after posting to or from a place outside Australia;
- (c) if given personally, when actually received by that person; and
- (d) if it is given in any other manner permitted by law, when actually received by that person, unless a later time of receipt is specified in it.

9.3 Address for notices

A person's mail address and fax number are those set out in the Reference Schedule or as the person notifies the sender.

10. CAVEAT AND MEMORANDUM

10.1 Owner consents to caveat and memorandum

The Owner:

- (a) consents to Jemena lodging a caveat and a memorandum with the LRS in relation to its interest in the Property under this document;
- (b) must not apply for the lapsing of the caveat or removal of the memorandum (as the case may be) unless Jemena fails to comply with clause 10.2(b); and
- (c) releases Jemena from any claim for loss or damage suffered or incurred by the Owner which is caused by lodgement or registration of the caveat and the memorandum.

10.2 Registration of caveat and memorandum

If Jemena registers a caveat or a memorandum on the title to the Property, Jemena must at its cost:

- (a) consent to the registration of any dealing lodged by or with the Owner's consent which is consistent with Jemena's rights under this document; and
- (b) withdraw the caveat and memorandum promptly:
 - (i) if this document is rescinded or terminated; or
 - (ii) when the Easement Documents have been registered with the LRS.

10.3 Costs

Jemena must pay the costs and registration fees for registering and withdrawing the caveat, the memorandum and providing Jemena's consent when required.

11. CONFIDENTIALITY

- (a) The Owner acknowledges that this document and all information provided to or obtained by the Owner in relation to this document or the New Pipeline is confidential.
- (b) The Owner must take reasonable steps to ensure that it, its employees, advisors and agents do not disclose any thing in relation to this document or the New Pipeline without Jemena's prior written consent unless the disclosure:
 - (i) is required by Law; or
 - (ii) is to the Owner's financier or professional consultant, and the financier or professional consultant agrees to keep this document and all information relating to it and the New Pipeline confidential.

12. GENERAL

12.1 Governing Law

- (a) This document is governed by the laws of New South Wales.
- (b) Each party submits to the jurisdiction of the courts of New South Wales, and of any court that may hear appeals from any of those courts, for any proceedings in connection with this document.

12.2 Giving effect to this document

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this document.

12.3 Variation of rights

The exercise of a right partially or on one occasion does not prevent any further exercise of that right in accordance with the terms of this document. Neither a forbearance to exercise a right nor a delay in the exercise of a right operates as an election between rights or a variation of the terms of this document.

12.4 Operation of this document

- (a) Subject to clause 12.4(b), this document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.
- (b) Any right that a person may have under this document is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

12.5 Exclusion of contrary legislation

Any legislation that adversely affects an obligation of a party, or the exercise by a party of a right or remedy, under or relating to this document is excluded to the full extent permitted by law.

12.6 Amendment

This document can only be amended or replaced by another document signed by the parties.

12.7 Counterparts

This document may be executed in counterparts.

EXECUTED as a deed.

EXECUTED by **JEMENA EASTERN GAS
PIPELINE (1) PTY LTD ABN 15 068
570 847** under section 127 of the
Corporations Act:

Signature of director

Signature of director/secretary

Name

Name

EXECUTED by **JEMENA EASTERN GAS
PIPELINE (2) PTY LTD ABN 77 006
919 115** under section 127 of the
Corporations Act:

Signature of director

Signature of director/secretary

Name

Name

OWNER

EXECUTED by **RADISICH PROPERTY
PTY LTD ACN 626 070 522** under
section 127 of the Corporations Act:

Signature of director

Signature of director/secretary

Name

Name

ANNEXURE A
Draft Easement Plan



Draft Easement Plan

Property Details

Landholder: RADISICH PROPERTY PTY LTD
Parcel ID: 100//DP713634
Locality: UNANDERRA

Area (Ha)

Total parcel Area: 0.4034
Temporary Construction Area: 0
Proposed Easement Area: 0.1835
Existing Easement Overlap Area: 0

Length (m)

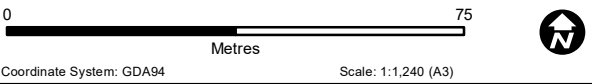
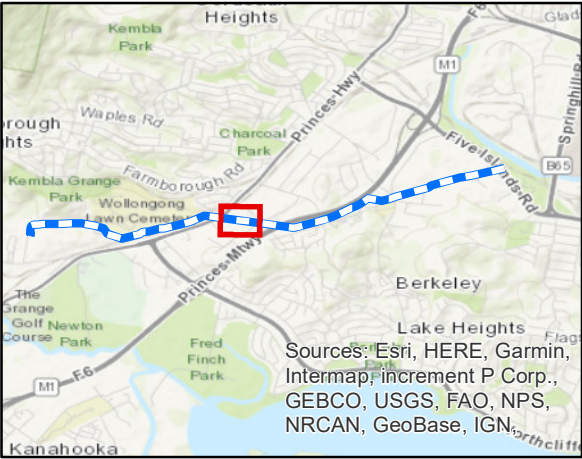
Proposed Alignment Length: 365

PROVIDED TO
LANDHOLDER

DOCUMENT REVIEW	
1	ISSUED WITH NO COMMENTS Work may proceed
2	ISSUED WITH MINOR COMMENTS Work may proceed Revise as noted and resubmit
3	ISSUED WITH COMMENTS Work may NOT proceed Revise as noted and resubmit
4	INFORMATION ONLY

LEGEND

- PROPOSED ALIGNMENT (REV6)
- KP Marker
- PROPOSED EASEMENT (REV6)
- SUBJECT PARCEL
- HDD



Disclaimer:
While every effort was made to ensure the accuracy and currency of the information shown on this map, Jemena does not accept any responsibility for errors or omissions that may have occurred.
Cadastral boundaries and easements shown on this plan are preliminary only and based on original easement survey.

REV	DESCRIPTION	DRN	CHK	APP	DATE
0	Issued for Use	JDF	MI	JW	8/12/2021
A	Issued for Review	JDF	MI	JW	25/10/2021
Pipeline Route	Alignment as at 8/12/2021				
Map Number	GAS-556-MA-LM-044				

Produced by GIS Asset Management
Jemena
567 Collins Street
Melbourne VIC 3000
T: +61 3 9173 7000 W: www.jemena.com.au



While every effort was made to ensure the accuracy and currency of the information shown on this map, Jemena does not accept any responsibility for errors or omissions that may have occurred.

ANNEXURE B

Form 2

FORM 2

INSTRUMENT TO ACCOMPANY PLAN

(PIPELINES ACT 1967)

Plan No. [#]

(This is Sheet [#] of a [#] Sheet Instrument)

Plan of pipeline from [#] to [#] containing [#] plan sheets as certified on [# eg.

Deposited Plan dated [#]

PART 1

Full name and address of applicant for licence or variation of licence in whose favour all lands and easements over lands have been acquired or are intended to be acquired

Jemena Eastern Gas Pipeline (1) Pty Ltd ABN 15 068 570 847 and Jemena Eastern Gas Pipeline (2) Pty Ltd ABN 77 006 919 115

Business Address: Jemena
Level 20, 111 Pacific Highway
North Sydney NSW 2060

PART 2

Details of lands or easements over lands acquired or intended to be acquired

See Schedule to this Part

SCHEDULE

Land or easement (related to relevant Sheet No of within-mentioned plan)	Reference to title and land description (including County and Parish)	Name of owner	*Details (Registered No or description of any instrument referred to in clause 10 (d) or (e) of Schedule 2 to the <i>Pipelines Regulation 2013</i>)
---	--	----------------------	---

[# Insert details of the easements to be acquired for the purposes of the pipeline in a numbered order following the continuity of the pipeline]

1. Pipeline

Easement

X metres wide

referred to on

the plan [to be

To be acquired under the
Pipelines Act 1967

.....
[Signature of applicant]

FORM 2

INSTRUMENT TO ACCOMPANY PLAN

(PIPELINES ACT 1967)

Plan No. [#]

(This is Sheet [#] of a [#] Sheet Instrument)

Plan of pipeline from [#] to [#] containing [#] plan sheets as certified on [# *eg. Deposited Plan dated* [#]]

inserted] and
marked “[*to be inserted]*”

2.

3.

PART 3

**Identities of easements referred to in
abovementioned plan**

(Grouped by categories as
prescribed by clause 7 of Schedule
2 to the *Pipelines Regulation 2013*)

1. Pipeline Easement **X** metres wide
referred to on the plan [*to be inserted]* and
marked “[*to be inserted]*”

2.

3.

PART 4

**Terms of
easements
referred to in Part
3**

(Set out the text of each easement as prescribed by clause 8 of
Schedule 2 to the *Pipelines Regulation 2013*)

1. Pipeline
Easement **X**
metres wide
referred to on the
plan [*to be inserted]* and

1. Definitions

For the purposes of this Instrument, the following words have
the following meanings unless the contrary intention appears:

.....
[Signature of applicant]

FORM 2

INSTRUMENT TO ACCOMPANY PLAN

(PIPELINES ACT 1967)

Plan No. [#]

(This is Sheet [#] of a [#] Sheet Instrument)

Plan of pipeline from [#] to [#] containing [#] plan sheets as certified on [# *eg.*
Deposited Plan dated [#]]

marked “[*to be
inserted*]”

Apparatus means mains, pipes and other plant, machinery, equipment and apparatus used for the conveyance, control, measurement and distribution of any substances whether in a gaseous, liquid or solid state, [cathodic protection] and for purposes incidental thereto;

Claim means any claim, demand, remedy, suit, action, proceeding, right of action, claim for compensation or claim for abatement of any monetary obligation, whether arising under contract (including this Instrument), in tort (including negligence), at common law, in equity, under statute, under an indemnity or otherwise.

Easement Site means that part of the Lot Burdened identified as being subject to the Easement in the Plan;

Loss means any loss (including any costs associated with access to or maintenance within the easement, or compensation for or remedying any damage to the Lot Burdened, following the exercise of the Transferee's rights contained in this Instrument, cost, liability (including a fine or penalty or liability in relation to any pollution of the environment), expense, or damage including in relation to any Claim whether direct, or indirect, present or future, fixed or ascertained, actual or contingent and whether arising under contract (including this Instrument), in tort (including negligence), at common law, in equity, under statute, under an indemnity or otherwise.

Lot Burdened means the whole of Folio Identifier [*insert*];

Plan means Deposited Plan [*to be inserted*];

.....
[Signature of applicant]

FORM 2

INSTRUMENT TO ACCOMPANY PLAN

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Deposited Plan dated [#]]

Transferee means Jemena Eastern Gas Pipeline (1) Pty Ltd ABN 15 068 570 847 and Jemena Eastern Gas Pipeline (2) Pty Ltd ABN 77 006 919 115 and their officers, agents, employees and other persons authorised by either of these entities; and

Transferor means the proprietor of the Lot Burdened and any person having an estate or interest in the Lot Burdened.

2. Easement

Full and free right and licence for the Transferee to construct, place, install and lay Apparatus on the Easement Site including above and below the surface for the conveyance of any substance whether in a gaseous, liquid or solid state (and for purposes incidental thereto) through, under and across the Easement Site and to use, operate, examine, re-lay, alter, repair, renew, maintain, alter and remove such Apparatus TOGETHER WITH the following rights:

- (a) the right of support of the Apparatus;
- (b) the right to enter upon and to be in or on the Lot Burdened, pass and re-pass on the Lot Burdened either with or without vehicles, plant, machinery, materials and other equipment, to gain access to the Easement Site and remain there for any reasonable time with or without such items;
- (c) the right to remove any obstructions, vegetation or other unauthorised encroachments onto the Easement Site (or anything which prevents reasonable access to

.....
[Signature of applicant]

FORM 2

INSTRUMENT TO ACCOMPANY PLAN

(PIPELINES ACT 1967)

Plan No. [#]

(This is Sheet [#] of a [#] Sheet Instrument)

Plan of pipeline from [#] to [#] containing [#] plan sheets as certified on [# eg.
Deposited Plan dated [#]]

the Easement Site) and recover the costs of carrying out such work from the Transferor;

- (d) the right to excavate the Lot Burdened within the Easement Site for the purposes of this Instrument and remove the surface and the sub-surface of the Easement Site including trees, branches or other foliage, earth or other materials on or below the surface and to substitute it with other material and lay upon the surface of the Easement Site any material for the purposes of this Instrument (but only to the extent reasonably necessary for the exercise of any of the Transferee's rights under this Instrument); and
- (e) the right to do all such other things as may be reasonably necessary to exercise any of its rights under this Instrument.

3. Non-interference with easement

The proprietor of the Lot Burdened or any interest in it must not do or knowingly permit to be done any act or thing which may interfere with, damage or destroy any Apparatus or obstruct, prevent, or interfere with the Transferee's enjoyment of its rights under this Instrument which includes (but is not limited to):

- (a) placing or permitting to be placed any building, structure, poles, pipeline, cable, plant, machinery, construction materials or improvement within the Easement Site or altering the surface of the Easement Site;
- (b) activating (or permitting to be activated) any cathodic protection on the Lot Burdened without the

.....
[Signature of applicant]

FORM 2

INSTRUMENT TO ACCOMPANY PLAN

(PIPELINES ACT 1967)

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Deposited Plan dated [#]]

Transferee's prior written consent (which will not be unreasonably withheld);

- (c) doing or permitting to be done anything that restricts access to the Easement Site by the Transferee; or
- (d) doing or allowing to be done anything that may interfere with, damage, or destroy the Apparatus or interfere with the operation of the Apparatus,
- (e) excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the Easement, any pit, well foundation, pavement or other structure, installation, building or improvement.

without the prior written consent of the Transferee and in accordance with such conditions as the Transferee may reasonably impose.

4. Minimise disturbance

In the exercise of its rights under this Instrument, the Transferee must take reasonable precautions to cause as little disturbance as possible to the surface of the Easement Site and upon completion of the work, the Transferee will restore the surface to its former condition as far as reasonably practicable but the Transferee shall not be obliged to restore or rebuild any building, structure, roadway, pavement, pipeline cable or other improvement, erected upon, through or under the Easement Site or replant any vegetation.

.....

[Signature of applicant]

FORM 2

INSTRUMENT TO ACCOMPANY PLAN

(PIPELINES ACT 1967)

Plan No. [#]

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Deposited Plan dated [#]]

5. Ownership of Apparatus

Any Apparatus which is installed, constructed or brought onto, in or under the Easement Site is and remains the property of the Transferee even though it may be affixed to the Lot Burdened.

6. Assignment of easement

- (a) The Transferee may transfer or assign its right, title and interest under this Instrument to another entity which is a prescribed authority for the purposes of section 88A of the *Conveyancing Act 1919 (NSW)*.
- (b) If the Transferee transfers or assigns its right, title and interest under this Instrument in accordance with clause 6(a), then the Transferee:
 - (i) must promptly notify the proprietor of the Lot Burdened of the identity and contact details of the party taking the Transferee's rights upon the transfer or assignment taking effect; and
 - (ii) will be automatically released from any obligations under this Instrument following the transfer or assignment taking effect.

7. Indemnity and release

- (a) The Transferor indemnifies the Transferee from all Loss caused or contributed to by, or arising out of:
 - (i) a breach of this Instrument by the Transferor; or

.....
[Signature of applicant]

FORM 2

INSTRUMENT TO ACCOMPANY PLAN

(PIPELINES ACT 1967)

Plan No. [#]

(This is Sheet [#] of a [#] Sheet Instrument)

Plan of pipeline from [#] to [#] containing [#] plan sheets as certified on [# *eg.*
Deposited Plan dated [#]]

- (ii) the Transferee's rights conferred in this Instrument,

but the Transferor's liability to indemnify the Transferee under this clause 7(a) will be reduced proportionally to the extent that:

- (iii) in relation to the indemnity under clause 7(a)(i), an act or omission of the Transferee; and
- (iv) in relation to the indemnity under clause 7(a)(ii), fraud or wilful misconduct by the Transferee,

caused or contributed to the Loss.

- (b) The Transferor:

- (i) releases and forever discharges; and
- (ii) covenants not to commence any legal proceedings in any court, tribunal or other body which has jurisdiction, against,

the Transferee in respect of any Claim or Loss incurred or suffered by the Transferor:

- (iii) however arising, whether at law, equity, under statute or otherwise; and
- (iv) whether present, future, actual, contingent, ascertained, unascertained or otherwise,

in respect of the easement or of any matter contemplated in this Instrument.

.....
[Signature of applicant]

FORM 2

INSTRUMENT TO ACCOMPANY PLAN

(PIPELINES ACT 1967)

Plan No. [#]

(This is Sheet [#] of a [#] Sheet Instrument)

Plan of pipeline from [#] to [#] containing [#] plan sheets as certified on [# *eg.*
Deposited Plan dated [#]]

8. Miscellaneous

- (a) Nothing in this Instrument operates or is intended to operate to restrict, limit or detract from or prejudice the rights, powers, authority or immunity of the entity having the benefit of this Instrument under any legislation.
- (b) A party, at its own expense and within a reasonable time of being requested by the other party to do so, must do all things and execute all documents that are reasonable or necessary to give full effect to this Instrument.
- (c) Any provision in this Instrument which is invalid must be read down to the minimum extent necessary to achieve its validity, if applicable.

And it is hereby declared that this Instrument is intended to be an easement in gross under section 88A of the *Conveyancing Act 1919 (NSW)*.

PART 5

Details of lands to be excluded or easements to be extinguished

(See Schedule to this Part)

.....
[Signature of applicant]

FORM 2

INSTRUMENT TO ACCOMPANY PLAN

(PIPELINES ACT 1967)

Plan No. [#]

(This is Sheet [#] of a [#] Sheet Instrument)

Plan of pipeline from [#] to [#] containing [#] plan sheets as certified on [# *eg.*

Deposited Plan dated [#]

SCHEDULE

Land or Easement (related to relevant Sheet No of within-mentioned plan)	Reference to Title and Land Description (including County and Parish)	Name of owner of subject lands	*Details (Registered No or Description of any instrument referred to in clause 10 (d) or (e) of Schedule 2 to the <i>Pipelines Regulation 2013</i>)
1.	Lot 100 in Deposited Plan DP713634	Radisich Property Pty Ltd	

.....
[Signature of applicant]