

## Easement: Third Party Letter of Agreement

### Easement - Third Party Letter of Agreement

SA Power Network Reference No:	
Date:	
Customer's Name:	
Customer's Address:	

Dear Sir/Madam

By virtue of a lease made between SA Power Networks and the State-Owned Distribution Lessor Corporation (DLC), SA Power Networks is responsible for the distribution of electricity throughout South Australia.

We have asked SA Power Networks to make a new power supply available to our property. To do this we would like your agreement to allow us to install some equipment on your land. Once the works are completed, the equipment will become part of SA Power Networks distribution for which SA Power Networks will be responsible. To use and maintain that equipment, DLC/SA Power Networks will need an easement over your land.

In return for you agreeing to have this equipment installed on your land in accordance with this letter, we are prepared to offer you the monetary compensation set out in Item 1 of the Schedule (at the end of this letter). That part of your land which would be affected by the installation is shown on the attached plan.

The normal way of recording the location of SA Power Networks equipment is the registration on the land title of a document known as an unencumbered Grant of Easement or by creation in a plan of division/community division (vesting). An easement would have the effect of granting or vesting to SA Power Networks certain rights over a part of your land, which SA Power Networks will 'share' with your existing rights as the owner of the land.

Registration on a land title or Crown Lease creates a permanent record of the equipment's location and the owner's obligations.

To enable planning to be completed, we would like you to agree in writing to:

- let us install electrical equipment on your land; and
- vest/grant to DLC/SA Power Networks an unencumbered registered easement over your land as described in Item 2 of the Schedule.

You are **not obliged** to sign this letter of agreement but **if you do**, the following consequences will result:

1. Installation Phase
2. Documentation
3. DLC's/SA Power Networks Easement
4. General Issues
5. Schedule

More details are explained on the next pages.

## Easement: Letter of Agreement

### 1. Installation Phase

Undertake Works	You must allow us and our contractors to work without restriction on your land to install the equipment in the nominated position.
Access after Works	Once the equipment is in place, you must allow us and our contractors to survey the location of the equipment but after that we will no longer have any rights to enter or use your land (only SA Power Networks will have those rights).
Disturbance during Works	During our works, we and our contractors must take all reasonable steps to minimise damage to your property and to minimise disturbance of your quiet enjoyment of your land.
Costs of Installation	We will be responsible for all costs associated with the installation of this equipment on your land.

### 2. Documentation

Sending of Documents	After installation of the equipment and completion of the survey, we will make all reasonable endeavors to promptly forward the necessary easement documentation for your execution.
Return of Documents	You must promptly return the signed Easement and any other documentation needed to enable registration of SA Power Networks easement on your land title/Crown Lease.
Compliance	You acknowledge that if you fail to meet all reasonable requests to provide a registrable easement, either we or SA Power Networks may undertake alternative action to protect an easement that you have agreed to give to SA Power Networks. Any additional costs incurred by us or by SA Power Networks because of such action will be payable by you and any compensation payable to you by us (see <a href="#">Item 1 of the Schedule</a> ) may be reduced.
Payment of Costs	We will pay all reasonable costs associated with the registration of SA Power Networks easement (including your bank's reasonable fees, if applicable) but neither we nor SA Power Networks will pay any costs for independent advice you may obtain.
Compensation	Once SA Power Networks easement is registered in the Lands Titles Office, SA Power Networks has agreed to pay you compensation of \$1.00 (if demanded) for granting an easement over your land.

### 3. DLC/SA Power Networks Easement

SA Power Networks Access	<p>After installation you must allow SA Power Networks personnel or contractors to access the land for the purposes of maintaining SA Power Networks equipment.</p> <p>Except in cases of emergency or by prior arrangement, SA Power Networks must endeavor to visit your property only between the hours of 7.30am and 6.00pm Monday to Friday.</p>
Other Equipment	<p>Generally, SA Power Networks cannot use the easement to install any electricity equipment on your property other than that for which you are now giving your consent.</p> <p>However, this agreement will not prevent SA Power Networks from altering or replacing the equipment in the future or exercising its statutory powers regarding telecommunication equipment.</p>
Disturbance during Easement	SA Power Networks and SA Power Networks contractors must take all reasonable steps to minimise damage to your property and to minimise disturbance of your quiet enjoyment of your land.

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### 4. General Issues

Sale of Property	If you are considering the sale or transfer of your land, you must give immediate notice of this agreement to any land agent you engage, to intending purchasers and to SA Power Networks.
Native Title/Heritage	If you are aware of any claim, or the potential for a claim, based on native title, or any site or objects which may be of cultural, heritage or natural significance (including any of a non-indigenous nature, and plants and animals) on or near the land on which electricity equipment is to be installed, you must notify us and SA Power Networks in writing before you accept this proposal.
Goods and Services Tax (GST)	The Australian Taxation Office (ATO) has ruled that a grant of an easement can be a taxable supply in some situations. This means that if you are registered for GST and carry on an enterprise on the land over which you grant an easement to SA Power Networks, you may be required to pay GST to the ATO in regard to the compensation set out in <u>Item 1 of the Schedule</u> . You should obtain your own advice regarding your liability to pay GST under this arrangement.
Failure to Proceed	If for some reason we do not proceed with the installation, your obligations, our obligations, and those of SA Power Networks under this agreement cease and this agreement is terminated.

### 5. Schedule

<b>Item 1:</b> Compensation for Installation of Equipment	In addition to the sum of \$1.00 that SA Power Networks will pay (if demanded) for the granting of its easement, we will pay you, after SA Power Networks easement is registered, \$_____.	
<b>Item 2:</b> Description of Easement to be granted to SA Power Networks	An easement for electricity supply purposes _____metres wide for SA Power Networks distribution electrical infrastructure (eg Overhead / Underground cable / Pad-mount transformer / HV switching cubicle / LV switching cubicle).	
<b>Item 3:</b> Contact Details	<b>Name:</b>	
	<b>Address:</b>	
	<b>Phone:</b>	
<b>Email:</b>		

If you wish to discuss any aspect of the installation please do not hesitate to contact us, using the contact details set out in Item 3 of the Schedule.

If, however, you would like to know more about the easement process you may call SA Power Networks Easement Branch on (08) 8404 5897.

Alternatively, you may obtain independent advice.

## Easement: Third Party Letter of Agreement

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If you are agreeable to the installation of the electricity equipment described in this letter and the registration of an easement to SA Power Networks over your land, would you please sign the endorsement below and return this letter to us at the address in [Item 3 of the Schedule](#).

By doing so, you will be legally bound by this agreement and, for the sole purpose of confirming SA Power Networks rights to secure an easement;

SA Power Networks has appointed us to sign this letter as SA Power Networks agent.

Please retain the copy of this letter for your records.

We appreciate your assistance in our efforts to improve our electricity supply.

Yours faithfully

\_\_\_\_\_  
(Name of Customer or Customer's Contractor or Company's Representative)  
(Personally, and as limited agent for SA Power Networks)

### **By Signing this Letter:**

I/we accept this proposal;

I/we agree to be bound by the terms of this letter; and

I/we confirm that I/we are authorised to sign this letter as agent for the other registered proprietor(s) (if any) of the land.

\_\_\_\_\_  
(Company's Name, if on behalf of a Company)

\_\_\_\_\_  
(Capacity / Title of Company's Representative)

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Signature of Owner)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Contact Phone Number