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**[No. 52**

*Acquisition of Land Act 1967*

**TAKING OF EASEMENT NOTICE (No 01) 2015**

**Short title**

1. This notice may be cited as the *Taking of Easement Notice (No 01) 2015*

**Easement taken [ss.6 and 9(6) of the Act]**

2. The easement described in Schedule 2 is taken by Queensland Electricity Transmission Corporation Limited ACN 078 849 233 for Electrical Works purposes and purposes incidental thereto and vest in Queensland Electricity Transmission Corporation Limited ACN 078 849 233 on and from 13 March 2015.

**Rights and obligations**

3. That the rights and obligations conferred and imposed by the easement include the matters set out in Schedule 1.

**SCHEDULE 1**

**DEFINITIONS**

1. In this Notice of Intention to Resume:
  - 1.1 "Acts" means the *Electricity Act 1994*, *Electrical Safety Act 2002* and *Government Owned Corporations Act 1993* and any amendments to them or either of them or any Acts superseding those Acts.
  - 1.2 "Date of this Easement" means the date of the gazette resumption notice.
  - 1.3 "Easement" means the rights obtained from the Owner by QETC including but not limited to the terms and conditions contained in this Schedule.
  - 1.4 "Easement Land" means that portion of the Owner's land over which this Easement is obtained.
  - 1.5 "Electricity Works" means such works, conduits, apparatus, structures and things as QETC may in its absolute discretion consider appropriate as a means of conveying or transmitting electricity, telecommunications and other electromagnetic energy in all its forms both underground and overhead, including conductors, cables, towers, aerials, poles, foundations, ground anchorages, supports, above ground cable markers and other associated or appurtenant works. The expression includes the Electricity Works existing on or under the Easement Land at the Date of this Easement or constructed on it after that date, and where the context permits

1.6

it includes a reference to any part of the Electricity Works.

1.7

"Lessee" has the same meaning as in the *Land Act 1994*.

1.8

"Owner" means the Registered Proprietor or the Lessee, as applicable, together with its successors, successors in title and assigns. Where the term appears in Clauses 3, 4, 5, 6 and 8 it includes the servants, agents, employees, workmen and contractors of the Owner and other persons authorised by the Owner to use or enter upon the Easement Land.

1.9

"QETC" means the Queensland Electricity Transmission Corporation Limited, together with its successors and assigns and others authorised by it. Where the context permits, the term includes the servants, agents, employees, workmen, linesmen, contractors of QETC and other persons authorised by QETC to exercise its rights under this Easement.

1.10

"Registered Proprietor" has the same meaning as in the *Land Title Act 1994*.

"Structure" means any building, improvement, plant, equipment, fixture, fitting, pole, cable, wire, pipe, tower, apparatus or chattel or 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 pool, shed, retaining or other wall and lighting.

**QETC'S RIGHTS**

2. The QETC is acquiring this Easement to permit QETC the right to:
  - 2.1 convey and transmit electricity, telecommunications and other electromagnetic energy in all its forms on, from, over, under and through the Easement Land by Electricity Works;
  - 2.2 enter upon and traverse the Easement Land, with vehicles, plant and equipment, if necessary, to exercise its rights under this Easement;
  - 2.3 construct Electricity Works on, over, under or through the Easement Land;
  - 2.4 inspect, maintain, repair or replace the

- Electricity Works;
- 2.5 clear the Easement Land of trees, undergrowth or vegetation or any obstruction including soil in the manner and by the means QETC considers appropriate;
- 2.6 construct and maintain on the Easement Land such tracks, roads, gates, fences and other structures and works as QETC considers necessary;
- 2.7 enter upon and traverse the Easement Land for the purposes of preventing or rectifying any infringement by the Owner of QETC's rights under this Easement by the Owner; and
- the QETC may in connection with its use and enjoyment of this Easement, exercise such of its rights, powers, discretion and functions under the Acts, or any other Act or at law as it sees fit.
- QETC'S OBLIGATIONS TO THE OWNER**
3. QETC will, in exercising its rights pursuant to this Easement:
- 3.1 cause as little inconvenience to the Owner as possible; and
- 3.2 act reasonably.
- QETC WILL COMPLY WITH SAFETY LAWS**
4. 4.1 QETC will comply with all laws regarding the exercise of its rights under this Easement and the safety of persons to use the Easement Land.
- 4.2 QETC will not be liable for:
- 4.2.1 the negligent acts or omissions of the Owner; or
- 4.2.2 the acts or omissions of the Owner that are a breach of this Easement or of the law.
- THINGS THE OWNER MUST NOT DO**
5. The Owner must not:
- 5.1 interfere with, damage or place at risk the Electricity Works or plant, equipment, tools or material of QETC on or near the Easement Land;
- 5.2 interfere with or obstruct QETC in the exercise or enjoyment of its rights and powers under this Easement; or
- 5.3 grow sugarcane within ten (10) metres of any tower, base or pole upon the Easement Land; or
- 5.4 interfere with or damage the above ground cable markers used to indicate the location of the below ground Electricity Works.
- THINGS THE OWNER MAY ONLY DO IF QETC CONSENTS**
6. The Owner must not, or consent to allow another party to, after the Date of this Easement, without first obtaining the written consent of QETC:
- 6.1 erect or place any Structure or make any additions or alterations to any Structure on the Easement Land;
- 6.2 erect any fence that is higher than three (3) metres on the Easement Land;
- 6.3 place fill or other substance or carry out any works or do anything whatsoever on the Easement Land which would reduce the clearance from ground level of the conductors or transmission lines below the minimum statutory clearance required from time to time for the voltage class of the transmission line on the Easement Land;
- 6.4 cause or allow, except in the case of force majeure, the inundation of those parts of the Easement Land where any Electricity Works are erected or located or are proposed to be erected or located;
- 6.5 lay or permit the laying of underground services or any metal conduit or pipe under or across the Easement Land;
- 6.6 lay any metal conduit or pipe within five (5) metres of the base of any tower, pole, foundation, ground anchorage or other means of support on the Easement Land;
- 6.7 do any act or thing which jeopardises the Electricity Works, the foundations, ground anchorages, supports, the towers or poles, including (without limitation) excavate or remove any soil, sand or gravel within a distance of twenty (20) metres from the base of any tower, pole, foundation, ground anchorage or support on the Easement Land;
- 6.8 grow sugar cane on the Easement Land except:
- 6.8.1 where the Owner is a holder of a valid cane supply contract under the *Sugar Industry Act 1999* as at the Date of this Easement; and
- 6.8.2 the Owner grows sugar cane in accordance with clause 5.3 above;
- 6.9 plant upon the Easement Land any crop or any trees whose roots or the cultivation of which would in any way interfere with the Electricity Works; or
- 6.10 plant or grow upon the Easement Land trees whose size or height would in any way interfere with the statutory clearance that may exist from time to time; or
- 6.11 reside in or permit anyone to reside in or occupy any Structure, caravan, or other accommodation (including temporary accommodation) which may be located on the Easement Land, and QETC will not unreasonably withhold its consent but in granting any consent may impose reasonable conditions.
- OWNER MAY USE EASEMENT**
7. The Owner may use the Easement Land for any lawful purpose not inconsistent with the terms of this Easement.
- THINGS QETC MAY DO IF THE OWNER IS IN BREACH**
8. 8.1 In the event of any breach by the Owner of the terms of Clauses 5 and 6, QETC may in its absolute discretion give notice to the Owner to rectify the breach which may include the demolition or removal of all, or any part of, a Structure; and
- 8.2 If after 30 days, the Owner has not rectified the breach, then QETC may rectify the breach which may include:
- 8.2.1 the demolition and/or removal of a Structure or any part thereof upon the Easement Land; or
- 8.2.2 mitigation or remedial work to restore the safety of the Electricity Works
- without liability to the Owner for reinstatement, restitution, damages, compensation or otherwise.
- 8.3 Notwithstanding anything contained in Clauses 8.1 or 8.2, in the case of an emergency, QETC may enter the Easement Land to remedy a defect, eliminate an actual or potential danger or remove a Structure or any part thereof that is affecting, or may affect, the safety of Electricity Works or continuity of supply without giving notice.
- 8.4 If QETC acts under clause 8.3, it must give the notice, if not already given, mentioned in clause 8.1 as soon as practicable.
- 8.5 Any costs incurred by QETC in relation to either Clauses 8.2 or 8.3, or both, may be recovered from the Owner.
- INDEMNITY**
9. QETC indemnifies the Owner against all actions, suits, proceedings, demands, costs, losses, damages and

expenses arising out of or in respect of any act or omission of QETC in the use or attempted use of the Easement Land by QETC, except where such actions, suits, proceedings, claims, demands, costs, losses, damages or expenses arise as a result of any negligent act or omission of the Owner, breach of this Easement or of the law.

**PUBLIC RISK**

10. QETC will effect and keep current a public risk insurance policy in respect of this Easement and the use by QETC of the Easement Land for an amount which QETC considers appropriate to the public liability risk involved but in any event not less than FIFTY MILLION DOLLARS (\$50,000,000.00).

**SCHEDULE 2**

**South Region, Roma Office**

**Easement Taken**

Easement PR in Lot 72 on WV758 on SP270628 (to be registered in the Land Registry), area 38.61 ha, part of Title Reference 50230359, parish of Dilginbilly.

079/0000642

**South Region, Dalby Office**

**Easements Taken**

Easement H in Lot 11 on AB206 on SP274268 (to be registered in the Land Registry), area 13.44 ha, part of Title Reference 50954497, parish of Woodduck.

Easement N in Lot 3 on AB208 on SP274271 (to be registered in the Land Registry), area 8.203 ha, part of Title Reference 50954498, parish of Woodduck.

Easement S in Lot 10 on AB210 on SP274274 (to be registered in the Land Registry), area 4.165 ha, part of Special Lease 36/38668, part of Title Reference 17587161, parish of Woodduck.

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**ENDNOTES**

1. Made by the Governor in Council on 12 March 2015.
2. Published in the Gazette on 13 March 2015.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Natural Resources and Mines.

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