



# LAND INTEREST GUIDELINES FOR NETWORK CONNECTION WORKS

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**Provision of Network Connection Services**

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**Prepared by Property Services**

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**December 2022**

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1	January 2014	Network Connections	
2	July 2014	Network Connections	Minor amendments
3	July 2021	Network Connections Property Services	Major amendments including name change from Property Tenure Guidelines
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5	December 2022	Customer Network Solutions	Section 6.0 only Amendment to timing of land interest registration

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## 1.0 DEFINITIONS AND ABBREVIATIONS

CAMS	Endeavour Energy's Customer Application Management System for Network Connection Works
Community Land	Land subject to a subdivision under the <i>Community Land Development Act 1989</i> and includes community property, precinct property and neighborhood property
Connection Project	Any Network Connection Works project other than a Subdivision Project
Constructor	Level 1 Accredited Service Provider
Contractual Licence	Any agreement the primary purpose of which is to enable the location of a Network Asset on above or under any land or to enable access to a Network Asset
Customer	Applicant for contestable connection services under a Model Standing Offer including the owner and development consultants engaged by the owner
CWE	Contestable Works Engineer authorised to certify a Design Drawing that satisfies Endeavour Energy's requirements
Definition Plan	A plan of survey, compiled plan or sketch plan prepared by a registered surveyor that defines a Land Interest site
Design Drawing	Electricity network construction drawing
Designer	Level 3 Accredited Service Provider
Distribution Network Lease	The lease of the EDMHC Distribution System to the Network Lessee on 14 June 2017
Distribution System	EDMHC's electricity distribution system
Easement Document	Any formal document to be entered into by EDMHC and the land owner that sets out the terms of a Land Interest including RPA Dealing and Section 88B
EDMHC	The Distribution System lessor Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
EDMHC Property Protocol	A document setting out approved clauses and terms for use in Land Interests acquired on behalf of EDMHC by EENAP
EENAP	The Distribution System lessee Endeavour Energy Network Asset Partnership ABN 30 586 412 717
Endeavour Energy	The Distribution System sub-lessee Endeavour Energy Network Operator Partnership ABN 11 247 365 823 trading as Endeavour Energy

ESA	<i>Electricity Supply Act 1995</i>
FPJ5013 Form	Agreement for Entry, Grant and Creation of Easement
Land Interest	An easement, restriction, right of access, positive covenant. Contractual Licence or Site-Specific Conditions providing appropriate rights for the installation of a Network Asset in, on, or over land
LRS	NSW Land Registry Services – a business owned by the Australian Registry Investments Trust which is responsible for land titling and plan registration in NSW
Model Standing Offer	Either <i>Model Standing Offer for a Standard Connection Service</i> or <i>Model Standing Offer for a Standard Connection Service (Subdivision &amp; Asset Relocation)</i>
Network Asset	Includes all transmission, high voltage and low voltage electrical equipment that is operated by Endeavour Energy (including any earthing cables)
Network Connection Works	Works required to augment or extend the Distribution System under the relevant Model Standing Offer
NOA	Notification of Arrangement document issued by Endeavour Energy to indicate that all requirements for the supply of electricity to new lots in a subdivision have been satisfied
Premises Connection Assets	A component of the Distribution System dedicated to the supply of electricity to the site including service lines from the street to the Customer's electrical installation
Property Services	Endeavour Energy's property team responsible for assessing and approving Land Interest issues
Protection Zone	An area around Premises Connection Assets shown in the Design Drawing to be protected by Site-Specific Conditions
PTB	Refundable property tenure bond paid to Endeavour Energy to allow construction, inspection and commissioning of a Connection Project prior to the Customer granting required Land Interest/s.
Restriction	Restriction on the Use of Land created under <i>Conveyancing Act 1919</i>
Public Road	Land dedicated to the public under <i>Roads Act 1993</i> including pathways and laneways
Registered Land Interest	An easement, restriction, right of access or positive covenant
RPA Dealing	A prescribed form under the <i>Real Property Act 1900</i> that includes Transfer Granting Easement [LRS form 01TG] , Restriction on the Use of Land by a Prescribed Authority [LRS form 13RPA], Positive Covenant [LRS form 13PC]

Section 88B	Instrument accompanying a deposited plan that creates a Land Interest under the provisions of Section 88B of the <i>Conveyancing Act 1919</i>
Site-Specific Condition	A condition of connection to premises that is peculiar to those premises
Subdivision Project	Any Network Connection Works project other than a Connection Project that requires a NOA
Transmission Network Asset	Network Asset designed to operate at a voltage above 22kV

## 2.0 INTRODUCTION

A Customer may carry out Network Connection Works under one of the Endeavour Energy Model Standing Offers for a Standard Connection Service.

Under the Model Standing Offer the Customer must, as and when required, grant Land Interests which in the opinion of Endeavour Energy are required in respect of the land or premises of any person, where any part of the Distribution System is or will be located.

The purpose of this document is to explain the procedures for the creation of Land Interests under the Model Standing Offer.

### 2.1 Electricity Supply Act 1995

Electricity works are owned separately from the land in, on or over which they are situated and ownership of land in, on or over which electricity works are situated does not constitute ownership of those works. [ESA Section 51]

The ESA provides that a person who owns, controls or operates a distribution system (“the Distributor”) may require the installation of services lines and service equipment to supply electricity to or from a Customer.

If the supply of electricity required by a Customer exceeds that which can be provided by a service line from its street mains, the Distributor may require the Customer to provide a place to accommodate the Distributor’s transformers, switchgear or other equipment. The Customer is required to provide such accommodation free of cost. [See ESA Sections 26-28]

A distributor may carry out any work comprising or connected with the alteration, maintenance or removal of existing electricity works on any land. [See ESA section 45]

The ESA applies to all Network Connection Works upon issue of a Letter of Acceptance under a Model Standing Offer.

### 2.2 Distribution Network Lease

On 14 June 2017 the NSW Government commenced the long-term lease of the Distribution System and all existing Network Assets including Land Interests were vested in EDMHC.

The Distribution System was simultaneously leased to EENAP and sub-leased to Endeavour Energy.

The *Electricity Network Assets (Authorised Transactions) Act 2015* defines the creation, assurance or extinguishment of an interest in land as 'land acquisition functions' which EDMHC cannot exercise in its own right, however, EENAP has full power and authority to exercise those functions on behalf of EDMHC.

Under the Distribution Network Lease all new Network Assets must be supported by an appropriate right to locate them on, above or under the land. [DNL Clause 2.9(c)]

All new Land Interests must be granted to or vested in EDMHC, however, all land interests must be exercised by EENAP and its nominee Endeavour Energy, who are responsible for performing any obligations of EDMHC.

### 2.3 Contact Details for Advice

Enquiries in relation to the creation of Land Interests in Network Connection Works should be directed to: [network\\_property@endeavourenergy.com.au](mailto:network_property@endeavourenergy.com.au)

Administrative enquiries regarding Network Connections Works and the issue of NOA for Subdivision Projects should be directed to: [CWAdmin@endeavourenergy.com.au](mailto:CWAdmin@endeavourenergy.com.au)

General enquiries regarding existing easements should be directed to: [Easements@endeavourenergy.com.au](mailto:Easements@endeavourenergy.com.au)

## 3.0 A NEW GUIDELINE FOR LAND INTERESTS

The current property tenure process for the Network Connection Works process was designed more than 20 years ago when responsibility for creating property tenure for new Network Assets moved to the Customer in line with the transfer of design and construction responsibilities to the Customer. Despite the provision of support services this responsibility often brought difficulties for the Customer particularly if the Customer was lacking in experience in the conveyancing process.

The PTB method for Connection Projects has become difficult to manage and leaves new Network Assets unprotected by a Registered Land Interest for too long or not at all. From the Customer's perspective, the payment of a PTB causes difficulties and deprives the Customer of a portion of its working capital.

In an effort to improve the process for both the Customer and Endeavour Energy, Endeavour Energy is introducing two new forms of unregistered Land Interests for Connection Projects known as Site-Specific Conditions [see Section 4] and a Contractual Licence [see Section 9].

A Contractual Licence will only apply to short term assets where the Customer will remove the Network Assets when no longer required.

For Connection Project Design Briefs issued by Endeavour Energy from 2 August 2021, achieving a Land Interest through the application of Site-Specific Conditions may be allowed.

If Site-Specific Conditions are inappropriate and Registered Land Interests are required, the Customer will be required to register any Land Interests before the Constructor commences the Network Connection Works. [see Section 6]

For Subdivision Projects, the current process will remain and Registered Land Interests will continue to be created by the plan of subdivision after the issue of the NOA. [see Section 5]



## 4.0 SITE SPECIFIC CONDITIONS

The Model Standing Offer and Chapter 5A of the *National Market Rules* allow for the application of Site-Specific Conditions for Premises Connection Assets.

Site-Specific Conditions is a type of statutory right allowing Endeavour Energy to accommodate its equipment on the premises that is being supplied.

### 4.1 Site-Specific Conditions Criteria

- a) Not appropriate for Subdivision Projects.
- b) Not appropriate for Transmission Network Assets.
- c) The Customer carrying out Network Connection Works under the Model Standing Offer must be supplied by the Premises Connection Assets installed under the Model Standing Offer.
- d) May be appropriate for distribution Network Assets such as an indoor substation, padmount substation, pole mounted substation, HV switching cubicle, LV switching cubicle or LV pillar.
- e) Premises Connection Assets must be located on the Public Road frontage and be directly accessible from the Public Road.
- f) Premises Connection Assets must be located a minimum distance from the side boundary, as relevant to the type of asset, and the dimensions of its Protection Zone.
- g) Premises Connection Assets must be within one land parcel being supplied by the Premises Connection Assets.

### 4.2 Property Information Required for Design Drawing Certification

The Design Package must include:

- a) Current title search (not more than 1 month old) obtained from LRS information wholesaler,
- b) Customer provides signed FPJ4689 Notice of Acceptance of Site-Specific Conditions
- c) Proposed final levels within 5 metres of proposed Network Assets,
- d) Proposed retaining walls within 5 metres of proposed Network Assets, and
- e) Proposed and existing utilities within 5 metres of proposed Network Assets.

### 4.3 Process for Site-Specific Conditions

- a) Designer submits a Method of Supply locating the new Premises Connection Assets to qualify for the application of Site-Specific Conditions.
- b) CWE issues Design Brief to the Designer confirming required Site-Specific Conditions.
- c) Designer submits a Design Package to CWE including Property Information
- d) The Design Drawing should include a Protection Zone diagram showing the assets covered and the extent of the Protection Zone.
- e) CWE certifies the Design Drawing including a notation of the use of Site-Specific Conditions – “Site-Specific Conditions apply to the Protection Zone shown in this design”.

- f) Constructor submits Letter of Intent and proceeds with construction of Network Connection Works.
- g) The application of Site-Specific Conditions will be noted on the Permission to Connect.

## 5.0 REGISTERED LAND INTERESTS REQUIRED WHEN SUBDIVIDING LAND

### 5.1 Urban Requirements

Endeavour Energy will require the registration of Land Interests for:

- a) all new transmission, high voltage and low voltage Network Assets; and
- b) all existing transmission, high voltage and low voltage Network Assets located within the Customer's land.

### 5.2 Non-urban Requirements

Endeavour Energy will require the registration of Land Interests for:

- a) all new transmission, high voltage and low voltage Network Assets;
- b) all existing transmission Network Assets located within the Customer's land;
- c) all existing high voltage Network Assets located within the Customer's land; and
- d) all existing low voltage Network Assets that will be used to supply any adjoining land outside the subdivision.

### 5.3 Exception for Existing Network Assets in a Compiled Lot

The creation of a Land Interest is **not** required for existing Network Assets within any lot in a subdivision that has two or more boundaries that do not need to be surveyed and where an exemption for compiled boundaries has been issued by LRS.

The purpose of this exception is to minimise the Customer's survey expense associated with creating Land Interests within a compiled lot.

### 5.4 Community Title Subdivisions

Community title is a type of shared property established by the *Community Land Development Act 1989* and characterised by community property comprising land and facilities under shared ownership and a management statement explaining how the shared property will be used and maintained.

The *Community Land Development Act 1989* defines three types of shared property in three types of schemes:

- a) Community property in community schemes
- b) Precinct property in precinct schemes
- c) Neighbourhood property in neighbourhood schemes

Community land developments are created by a plan of subdivision and Land Interests must be created in favour of EDMHC under Section 88B of the *Conveyancing Act 1919*.

Endeavour Energy will own and maintain all high voltage Network Assets within the development. Either EDMHC or the community title association may own and maintain the low voltage assets and/or public lighting network as determined in the Design Drawing.

Endeavour Energy may request the inclusion of by-laws in Part 5 of the management statement covering the use of access ways and the ownership of low voltage Network Assets.

## 5.5 Property Information Required for Design Drawing Certification

When subdividing land the Design Package must include:

- a) Draft plan of Subdivision,
- b) Proposed final levels within 5 metres of proposed Network Assets,
- c) Proposed retaining walls within 5 metres proposed Network Assets, and
- d) Proposed and existing utilities within 5 metres of proposed Network Assets.

## 5.6 Process When Subdividing Land and Registered Land Interests are required

- a) The Designer submits a Method of Supply
- b) If a Land Interest is required within land that is not owned by the Customer, the Customer must negotiate and register the Land Interest on this land prior to applying for Design Drawing certification.
- c) CWE issues Design Brief to the Designer confirming Land Interests are required for proposed Network Assets.
- d) Designer submits Design Package to CWE for certification
- e) CWE certifies Design Drawing after relevant procedures
- f) Constructor submits Letter of Intent and proceeds with construction of Network Connection Works
- g) Customer/surveyor applies to CWAdmin for NOA and provides final Easement Document
- h) CWAdmin issues NOA after relevant procedures
- i) Customer lodges Easement Document for registration by LRS

## 6.0 REGISTERED LAND INTERESTS REQUIRED WHEN NOT SUBDIVIDING LAND

### 6.1 Urban Requirements

Endeavour Energy will require the registration of Land Interests for:

- a) All new transmission Network Assets
- b) all new high voltage Network Assets;
- c) any new low voltage Network Assets located on an adjoining lot that will be used to supply the development;

- d) all new consumers mains that are outside the lot occupied by the premises to be supplied (this may require an inter-allotment easement); and
- e) all existing Network Assets that will be used to supply a new Network Asset.

## 6.2 Non-urban Requirements

Endeavour Energy will require the registration of Land Interests for:

- a) All new transmission Network Assets
- b) all new high voltage Network Assets; and
- c) all new low voltage Network Assets.

Endeavour Energy will **not** require the creation of a Land Interest for an existing overhead power line without an easement if the power line is upgraded within the line of existing poles.

## 6.3 Property Information Required for Design Drawing Certification

The Design Package when **not** subdividing land must include:

- a) Current title search (not more than 1 month old) obtained from an LRS information wholesaler,
- b) Draft Plan of Easement, Administration Sheets and Section 88B or draft RPA dealing
- c) Proposed final levels within 5 metres of proposed Network Assets,
- d) Proposed retaining walls within 5 metres of proposed Network Assets, and
- e) Proposed and existing utilities within 5 metres of proposed Network Assets.

## 6.4 Process When Not Subdividing Land and Registered Land Interests are required

- a) Designer submits a Method of Supply
- b) CWE issues Design Brief to the Designer confirming Land Interests are required for proposed Network Assets.
- c) Designer submits a Design Package to CWE including Property Information
- d) CWE certifies the Design Drawing
- e) Constructor submits Letter of Intent, receives a Permission to Construct letter and proceeds with construction
- f) Registered surveyor pegs the site in readiness for construction
- g) Constructor completes construction
- h) Registered surveyor completes the survey
- i) Customer submits the Easement Document to Property Services for approval and signing
- j) EENAP signs and returns Easement Document to Customer
- k) Customer arranges for signing by others and lodgement for registration at LRS
- l) Customer provides PDF images of registered Easement Document to Property Services minimum 3 weeks prior to outage date

- m) Property Services confirms to CWAdmin and Customer that outage may proceed

## 7.0 TYPES OF REGISTERED LAND INTERESTS

### 7.1 Easement

If Site-Specific Conditions are inappropriate Registered Land Interests will be required.

The EDMHC Property Protocol has standard Land Interest terms for:

- a) Easement for Padmount Substation or Switching Station or Auto Transformer
- b) Easement for Underground Cables and/or Street Lighting Equipment
- c) Easement for Overhead Power Lines
- d) Easement for Overhead Power Lines and Underground Cables
- e) Easement for Indoor Substation
- f) Easement for Support Stay
- g) Right of Access

### 7.2 Easements for Indoor Substations

If an indoor substation does not qualify for Site-Specific Conditions, Endeavour Energy will require an easement for the indoor substation and any associated cableways and access routes.

The boundaries of an easement for indoor substation should be defined by the internal face of the walls, ceiling and floor of the substation room and associated cableways. An easement for the cableway from the Public Road to the substation room may also be required.

These easements may need to be limited in height and depth. The survey plan will need to show any height and depth limitations as reduced levels (RLs) on Australian Height Datum.

A right of access may also be required to give Endeavour Energy staff, vehicles, and equipment unrestricted access to the indoor substation at all times.

If the indoor substation is located within a separate building with its own walls and roof, a positive covenant is required to be created regarding repair and maintenance of this building.

An indoor substation is a high voltage danger area. The substation room is a security area protected by security locking, hence, restricted access provisions apply. An authorised person from Endeavour Energy must accompany surveyors inside a commissioned indoor substation room at all times.

A surveyor requiring access to an indoor substation room should contact Property Services, allowing a minimum of three days' notice to enable suitable arrangements to be made.

### 7.3 Restriction on the Use of Land

A restriction prevents the owner from using a defined part of the land in a particular way but does not provide any right of access or allow Network Assets to be installed for or by Endeavour Energy.

The EDMHC Property Protocol has standard Restriction terms for:

- a) Fire Rating of Buildings
- b) Swimming Pools and Spas
- c) Metallic Structures

In some situations, Endeavour Energy requires one or more Restrictions to be created by registration on the title of the land to ensure appropriate segregation from a Network Asset is maintained by both current and future owners.

### 7.3.1 Padmount Substation Restrictions

Subdivisions	Common earthing	Separate earthing
Urban residential URS	<b>3m fire restriction</b> <sup>1</sup> <b>5m swimming pool restriction</b> <sup>2</sup>	3m fire restriction <sup>1</sup> metallic structure/fence restriction <sup>3</sup> swimming pool restriction <sup>3</sup>
Other urban UIS, UCS	<b>3m fire restriction</b> <sup>1</sup>	3m fire restriction <sup>1</sup> metallic structure/fence restriction <sup>3</sup>
Non urban residential NRS	<b>3m fire restriction</b> <sup>1</sup> <b>5m swimming pool restriction</b> <sup>2</sup>	3m fire restriction <sup>1</sup> metallic structure/fence restriction <sup>3</sup> swimming pool restriction <sup>3</sup>
Other non urban NIS, NCS	<b>3m fire restriction</b> <sup>1</sup>	3m fire restriction <sup>1</sup> metallic structure/fence restriction <sup>3</sup>

<sup>1</sup> distance measured from plinth

<sup>2</sup> distance measured from substation easement

<sup>3</sup> distance measured from substation easement as determined by earthing design

Connections of load, asset relocations and public lighting	Common earthing	Separate earthing
Urban (including high and medium density residential) UML, UCL, UIL, UUL, ULL, ARP, PLT	<b>3m fire restriction</b> <sup>1</sup>	3m fire restriction <sup>1</sup> metallic structure/fence restriction <sup>2</sup>
Non Urban NCL, NIL, NLL, NRL, ARP, PLT	<b>3m fire restriction</b> <sup>1</sup>	3m fire restriction <sup>1</sup> metallic structure/fence restriction <sup>2</sup>

<sup>1</sup> distance measured from plinth

<sup>2</sup> distance measured from substation easement as determined by earthing design

### 7.3.2 Switching Station Restrictions

If a switching station is built in a padmount substation cubicle that has provision for a future transformer, the restriction requirements are in accordance with the table in section 7.3.1.

If a switching station is built in a standard switching station cubicle that does not have provision for a future transformer, the restriction requirements are as detailed in the table below.

Project types	Common earthing	Separate earthing
Urban residential land uses	<b>5m swimming pool restriction</b> <sup>1</sup>	metallic structure/fence restriction <sup>2</sup> swimming pool restriction <sup>2</sup>
Non-urban and non-residential land uses	No restriction required	

<sup>1</sup> distance measured from substation easement

<sup>2</sup> distance measured from substation easement as determined by earthing design

### 7.3.3 Pole-mounted Substation Restrictions

Project types	Common earthing	Separate earthing
All land uses	<b>No restriction required</b>	metallic structure/fence restriction <sup>1</sup> swimming pool restriction <sup>1</sup>

<sup>1</sup> distance measured in all directions from the high voltage earthing cables and rods as determined by earthing design

## 7.4 Right of Access

Wherever possible, Network Assets should be located adjacent to a Public Road, with the easement boundary abutting the Public Road boundary.

Endeavour Energy has general access rights under its standard easement terms, however, there are special situations where a defined right of access will be required to ensure practical access to the new Network Asset is permanently available.

### 7.4.1 Padmount Substations and Switching Stations

If the substation site is not abutting a Public Road boundary, a defined right of access may be required that is trafficable to trucks from the Public Road to the substation site.

The requirement for a defined right of access may be waived if the substation site is located:

- a) Within a large public institution where unrestricted access is generally available, for example, a public hospital or university campus
- b) Within a commercial site that is accessible to the public during daylight hours, for example, a shopping centre car park or medical centre car park
- c) Abutting a trafficable easement at least 5.0 metres wide in favour of EDMHC
- d) Within Community Property land in a community title development and the substation easement abuts an open access way shown in the Community Property plan
- e) Within Common Property in a strata title development and the substation abuts the common driveway used by the lot owners.
- f) Within utility facilities, for example a sewage treatment plant or pumping station
- g) Within public parks and reserves
- h) Within public schools
- i) Within any property if Endeavour Energy determines a defined right of access is not required

If a switching station is located on the front property boundary, a defined right of access to a padmount substation located deeper within the property will not be required.

### 7.4.2 Above Surface Assets

Endeavour Energy will require a defined right of access if there is an above surface asset, for example, distribution pillar, that is not accessible from:

- a) a Public Road abutting the lot on which the new Network Asset is located; or
- b) a right of carriageway benefiting the lot on which the new Network Asset is located; or
- c) a trafficable easement at least 5.0 metres wide in favour of EDMHC that abuts the lot on which the new Network Asset is located.

## 7.5 Positive Covenant

A positive covenant requires the owner to carry out work, such as the maintenance of a fire screen wall associated with Endeavour Energy's Network Assets.

If the customer is unable to provide a 3 metre fire clearance around a padmount substation, Endeavour Energy may allow the construction of suitable fireproof screen wall to protect adjacent buildings and properties. The wall must be approved by local council and the Customer must:

- a) Show the location of the structures on the Definition Plan.
- b) Create a registered positive covenant for the maintenance of these structures.
- c) Provide written evidence from an architect or engineer confirming that the structures, as constructed, conform to the approved Design Drawing proposal in relation to the FRL (fire resistance level).

## 8.0 CREATION OF REGISTERED LAND INTERESTS

Land Interests must be created in favour of **EDMHC**.

Land Interests may be created by either method set out below.

### 8.1 Creation by Section 88B

The most commonly used method of creation is by defining the relevant site on a Definition Plan suitable for registration as a deposited plan at LRS and preparing a Section 88B that incorporates the relevant Land Interest terms.

All Section 88Bs creating Land Interests in favour of EDMHC must be signed by an attorney appointed by EENAP.

The Section 88B and the plan administration sheet must be signed by all owners and any mortgagee/s before lodgement at LRS. Any registered lessee and Caveator must also provide its consent.

The Land Interest is created upon registration by LRS.

### 8.2 Creation by RPA dealing

Land Interests may be created using various RPA Dealings available from the LRS website.

RPA Dealings must refer to a Definition Plan that is either attached to the dealing or has been registered separately (unless the whole parcel is to be affected).

RPA Dealings must be signed by the owner, EENAP and any mortgagee. Consent from any registered lessee and Caveator will be required.

RPA Dealings must be registered at LRS. The Land Interest is created upon registration.



## 9.0 CONTRACTUAL LICENCE

A Contractual Licence allows Endeavour Energy to install and maintain Network Assets on a parcel of land. A Contractual Licence is:

- Defined by a written document that does not require a Definition Plan;
- Requires the consent of EDMHC
- Benefits EDMHC
- Is **not** registered by LRS nor recorded on the Certificate of Title; and
- Does not bind subsequent owners.

A Contractual Licence will be a satisfactory form of Land Interest if the Network Asset is temporary, the land is controlled by a Government entity and ownership is unlikely to change during the proposed period of occupation.

The terms of a proposed Contractual Licence must be negotiated and agreed upon prior to certification of the Design Drawing, which must show a licensed area for the protection of the Network Assets.

A Contractual Licence should be prepared in the form of a Deed which is a written instrument signed in the presence of a witness and delivered by the parties to each other.

## 10.0 SPECIAL ARRANGEMENTS INVOLVING GOVERNMENT AUTHORITIES

### 10.1 Public Roads

A Public Road is controlled by a road authority which may be the local council, Transport for NSW or Crown Lands NSW.

A Public Road may be either formed or unformed and includes all land between the opposing front property boundaries.

If the Public Road is unformed, it is often called a paper road; however, it is still under the control of one of the three road authorities.

Although Endeavour Energy does **not** require Land Interests in Public Roads, the Customer is required to submit details of proposed construction work to the relevant road authority for approval prior to the construction of any Network Assets.

### 10.2 Crown Land

Most Crown land is managed by local Councils on behalf of Crown Lands NSW.

The creation of a Registered Land Interest requires approval from a delegate of the Minister for Lands.

Crown land may be subject to Native Title and Aboriginal Land Claims which may prevent the grant of Registered Land Interests.

### 10.3 Water NSW Land

Water NSW owns and manages water catchment areas.

Water NSW will grant Land Interests over its land but may require Endeavour Energy's standard terms to be modified and compensation may be payable.

#### **10.4 National Parks & Wildlife Service Land**

Land dedicated as wilderness area, national park, state recreation area, regional park, and nature reserve is managed by the NSW National Parks & Wildlife Service which is part of the Department of Planning Industry and Environment.

Endeavour Energy is usually required to enter into a formal deed of easement under Section 153 of the *National Parks & Wildlife Act 1974* and compensation may be payable.

#### **10.5 Forestry Land**

Land dedicated as state forest is managed by Forests NSW/Department of Primary Industries.

Forestry land may be subject to native title.

Forests NSW may grant an *Occupation Permit* and an annual rent may be payable.

#### **10.6 Rail Corridors**

The Transport Assets Holding Entity of NSW owns the NSW rail corridors.

Network Assets located within a rail corridor require a Registered Land Interest.

### **11.0 PROPERTY TENURE BONDS (DESIGN BRIEFS ISSUED BEFORE 2 AUGUST 2021)**

This section applies to legacy projects where a PTB has been taken to allow Network Connection Works to be connected to the Distribution System.

#### **11.1 Ownership and Refund of PTBs**

If a PTB is paid by bank cheque, Endeavour Energy deems the right of refund belongs to the bond payer nominated on the FPJ5013 Form.

PTB paid by cheque or EFT will be refunded by EFT.

If the PTB was provided as a bank guarantee, the original bank guarantee will be returned to the bank's customer not directly to the bank.

Upon becoming aware of the completion of property tenure, Endeavour Energy will initiate refund of the PTB.

If current address or bank account details for the refund cannot be verified, the PTB will be retained until the bond payer contacts Endeavour Energy.

If the Connection Project is cancelled, Endeavour Energy will need to be informed in writing in order to initiate the PTB refund process.

## 11.2 Forfeiture of PTB

If a change in circumstances makes it impossible or impractical to complete the property tenure within the required six months period, the bond payer must contact the Property Services as soon as such a delay becomes apparent.

Endeavour Energy may deem the developer to have lost the right of refund if:

- the property tenure is not completed within six months of the network asset being commissioned, or
- the land changes ownership before the six months period has elapsed and the property tenure has not been completed.

If Endeavour Energy deems the right of refund to have been lost, it will notify the bond payer in writing.

If the right of refund is lost, the PTB is deemed to be forfeited and the ownership of the PTB is transferred to Endeavour Energy as compensation for the breach of the bond payer's agreement to complete the property tenure.

If a forfeited PTB was provided as a bank guarantee, Endeavour Energy will draw on the bank for the full amount.

## 12.0 EXTINGUISHMENT OR RELEASE OF LAND INTERESTS

EENAP is authorised under section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015* to extinguish Land Interests on behalf of EDMHC.

The right to extinguish is restricted to Land Interests vested in EDMHC and includes Land Interests created in the name of:

- a) Endeavour Energy
- b) Integral Energy Australia
- c) MetSouth Energy
- d) Prospect Electricity and its local government electricity predecessors such as Prospect County Council
- e) Illawarra Electricity and its local government electricity predecessors such as Illawarra County Council
- f) Easements assigned by the Electricity Commission of NSW to Prospect Electricity on 3 June 1994 [Listed in GG No 76 pages 2706-2731]
- g) Easements assigned by the Electricity Commission of NSW to Illawarra Electricity on 3 June 1994 [Listed in GG No 76 pages 2687-2705]
- h) Public Works' electricity easements transferred under *Energy Services Corporations Act 1995* to Integral Energy Australia on 25 September 1998. [Listed in GG No 139 page 7814-7815]

## 12.1 Release by Section 88B

A Section 88B releasing an easement in favour of EDMHC under Part 1A must be signed by an attorney of EENAP.

EENAP's execution clause must be added to the Section 88B.

It is **not** possible to release a restriction or a positive covenant under Part 1A of a Section 88B. This must be done by RPA Dealing.

## 12.2 Release by RPA dealing

A RPA Dealing releasing Land Interests in favour of EDMHC must be signed by an attorney of EENAP.

The most practical RPA Dealing for the cancellation of an easement is LRS form 20ECE, as the alternative Transfer Releasing Easement form requires payment of stamp duty.

The RPA Dealing for the release of a restriction is LRS Form 13RRE.

## 13.0 TERMS & DIAGRAMS FOR SITE-SPECIFIC CONDITIONS

### 13.1 Premises Connection Assets Site-Specific Conditions

#### 1.0 Background

- 1.1 Where the supply of electricity exceeds that which can be supplied by a service line from the street mains the Network Operator may require the customer to provide a place to accommodate its electrical equipment (“Premises Connection Assets”). (See section 28 *Electricity Supply Act 1995*)
- 1.2 Under Chapter 5A of the National Market Rules and the Model Standing Offer a Customer may be connected to the distribution system subject to Site-Specific Conditions.
- 1.3 These Conditions are imposed in lieu of the Customer creating a registered Land Interest for the Premises Connection Assets.

#### 2.0 Definitions

- 2.1 **120/120/120 Fire Rating** and **60/60/60 Fire Rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 2.2 **Customer** means the person that submits an application for a Connection Service and includes any subsequent Owner.
- 2.3 **Premises Connection Assets** means all components of the Network Owner’s Distribution System dedicated to the supply of electricity to the Site from the Network Owner’s Distribution System.
- 2.4 **Protection Zone** means any part of the Site that accommodates Premises Connection Assets and is shown as a Protection Zone in the Design Drawing.
- 2.5 **Network Operator** has the same meaning as the Electricity Supply Act 1995.
- 2.6 **Network Owner** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 who may exercise its rights by any persons authorised by it.
- 2.7 **Model Standing Offer** means the Endeavour Energy Model Standing Offer for a Standard Connection Service for Customers.
- 2.8 **Owner** means the person who controls the Site.
- 2.9 **Site** means the Customer’s premises supplied by the Premises Connection Assets.

#### 3.0 The Owner must:

- 3.1 provide a Protection Zone for use by the Network Owner and the Network Operator to accommodate the Premises Connection Assets,
- 3.2 provide the Protection Zone free of cost,
- 3.3 maintain the Protection Zone in a satisfactory state of repair, but is not responsible for maintaining the Premises Connection Assets,

- 3.4 not change surface levels within the Protection Zone
- 3.5 not install anything or plant trees and shrubs within the Protection Zone without the Network Operator's prior written approval,
- 3.6 if the Protection Zone is located within its building, not interfere with the ventilation of the Protection Zone,
- 3.7 not direct drainage into the Protection Zone,
- 3.8 not do or permit to be done anything that restricts the Network Operator's access to the Premises Connection Assets, and
- 3.9 if the Protection Zone is located outside its building, not construct or maintain a substantial structure with roof and walls unless the external surface of the structure has:
  - 3.9.1 *120/120/120 Fire Rating* within 1.5 metres of the Premises Connection Assets, and
  - 3.9.2 *60/60/60 Fire Rating* between 1.5 and 3 metres from the Premises Connection Assets.

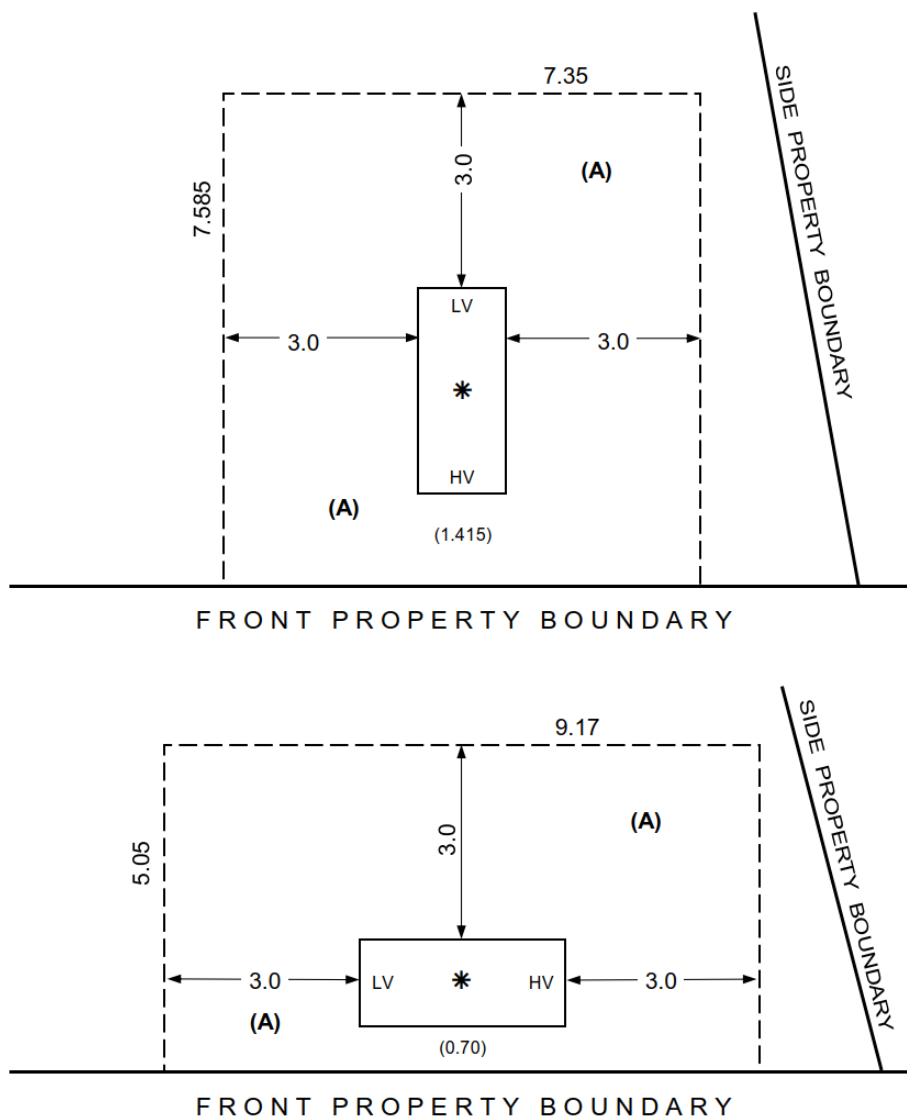
4.0 The Network Operator may:

- 4.1 install, repair, replace, maintain, modify, use, operate and remove Premises Connection Assets within the Protection Zone,
- 4.2 enter the Site using the most practical route at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
- 4.3 if the Protection Zone is located within a building, install its own security doors to gain access and to prevent access by others,
- 4.4 install conduits, cables, and pipes on, under or through the Site for the purpose of connecting the Protection Zone with any services and to operate those services, and
- 4.5 supply other customers from the Premises Connection Assets.

5.0 The Network Operator must:

- 5.1 maintain the Premises Connection Assets in a safe and reliable condition,
- 5.2 not cut, drill or demolish any part of the Site without the written permission of the Owner and in accordance with such conditions as the Owner may reasonably impose, and
- 5.3 take reasonable precautions to minimise disturbance to the Site and restore the Site as nearly as practicable to its original condition.

## 13.2 Padmount Substation Protection Zone Diagram



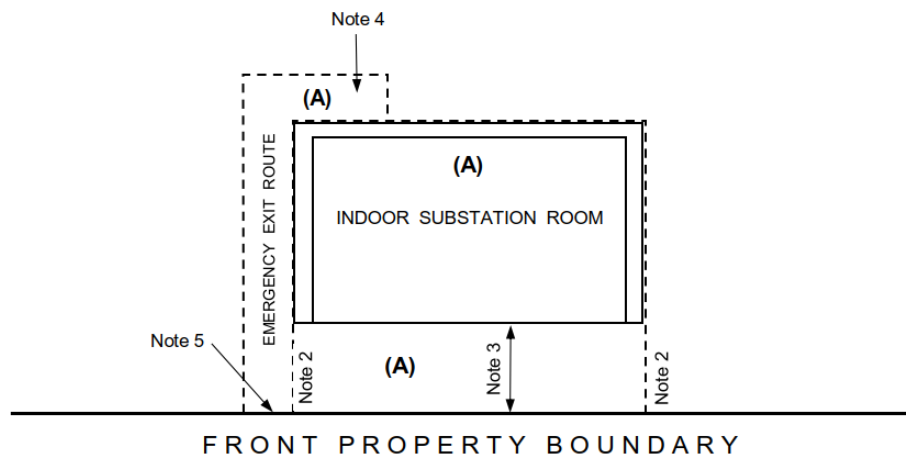
**For use with Common Earthed substations in Non - Residential applications only.**

**(A)** Protection Zone  
Measured 3.0m from the concrete plinth as shown.

\* Substation plinth 1.35m x 3.17m at top of concrete  
(All offsets to plinth shown from top of concrete)

Note: The Protection Zone must not encroach onto an adjoining lot

### 13.3 Indoor Substation Protection Zone Diagram



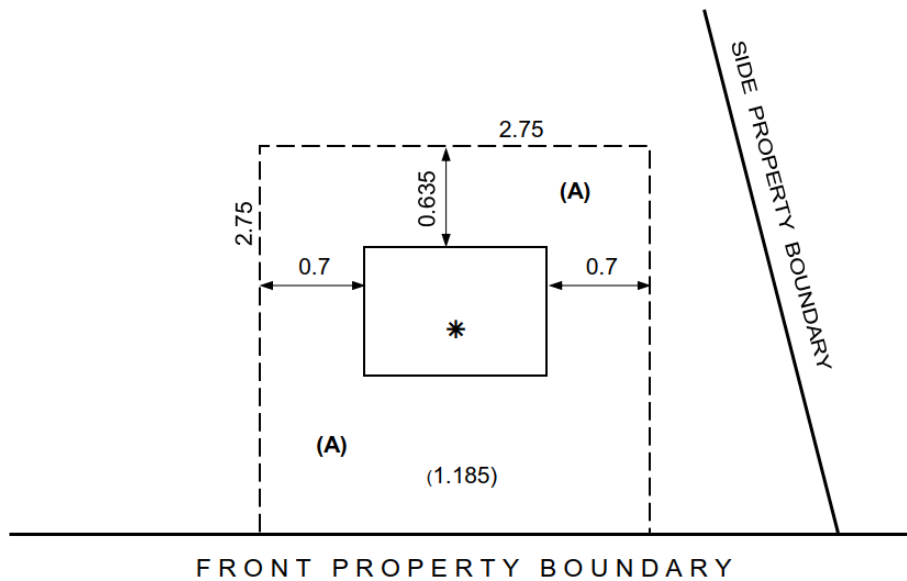
**(A)** Protection Zone

Notes:

1. Protection zone boundary is located along the outside face of the substation walls.
2. If the front wall of the substation is located inside the front property boundary, the side boundaries of the protection zone are to be extended to meet the front property boundary.
3. The maximum distance allowed between the front property boundary and the indoor substation is 3.0m.
4. If a substation room requires a separate emergency exit route, the route is to be included as part of the protection zone.
5. The minimum width of an emergency exit route is 1.0m.



## 13.4 Switching Station (High Voltage or Low Voltage) Protection Zone Diagram



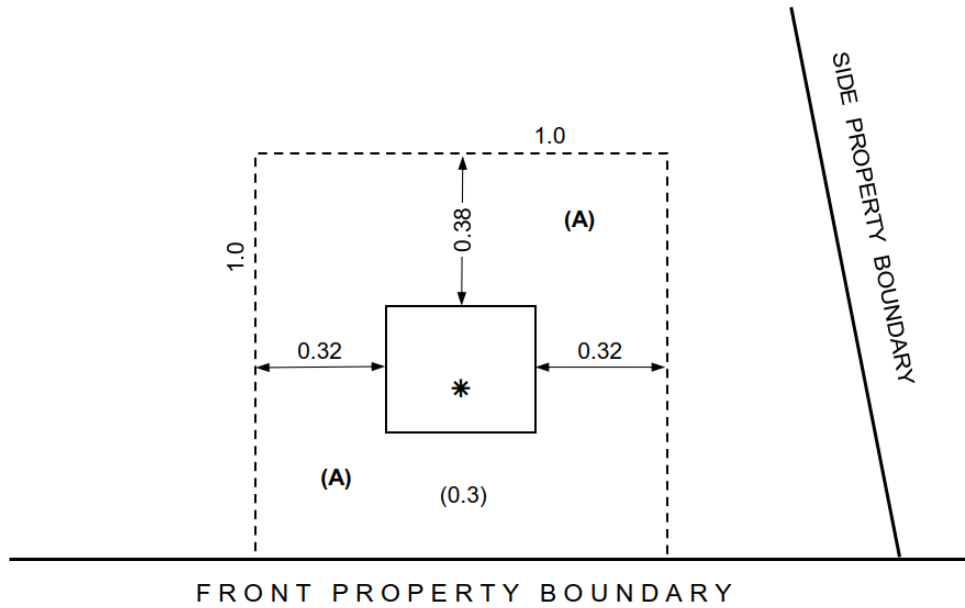
**For use with Common Earthed substations in Non - Residential applications only.**

(A) Protection Zone  
Measured 0.635m and 0.7m from the concrete plinth as shown.

\* Switching Station plinth 1.35m x 0.93m at top of concrete  
(All offsets to plinth shown from top of concrete)

Note: The Protection Zone must not encroach onto an adjoining lot

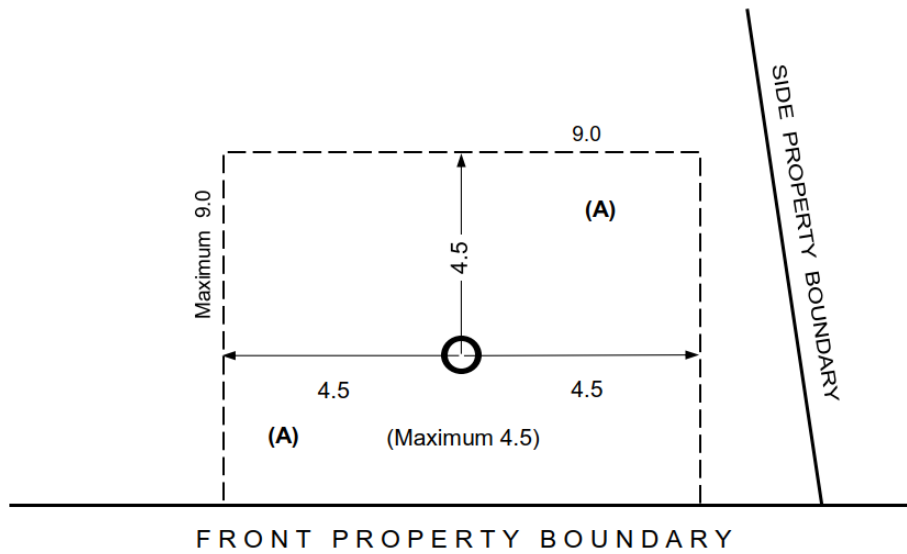
### 13.5 LV Pillar Protection Zone Diagram



- (A) Protection Zone  
Distances measured from top of pillar base
- \* Pillar base 0.36m x 0.32m at top of base  
(All offsets to pillar shown from top of the base section)

Note: The Protection Zone must not encroach onto an adjoining lot

## 13.6 Pole-mounted Substation Protection Zone Diagram



(A) Protection Zone  
Measured 4.5m from the centre of the pole

○ Pole supporting a substation

Note: The Protection Zone must not encroach onto an adjoining lot

## 14.0 REGISTERED LAND INTEREST TERMS

### 14.1 Easement for Padmount Substation or Switching Station or Auto Transformer

#### 1.0 Definitions

- 1.1 **easement site** means that part of the land that is affected by this easement.
- 1.2 **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.
- 1.3 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 1.4 **land** means the lot or Torrens title land that is burdened by this easement.
- 1.5 **owner** means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).
- 1.6 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.7 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 1.8 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

#### 2.0 The prescribed authority 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 land 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 land that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
- 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.

#### 3.0 In exercising its rights under this easement the prescribed authority will take reasonable precautions to minimise disturbance to the land and will restore the land as nearly as practicable to its original condition.

- 4.0 The owner agrees to obtain the written consent of the prescribed authority, and comply with any conditions of consent reasonably imposed by the prescribed authority, prior to:
- 4.1 installing or permitting to be installed any services or structure within the easement site, or
  - 4.2 altering the surface level of the easement site, or
  - 4.3 doing or permitting to be done anything that restricts access to the easement site by the prescribed authority.
- 5.0 Electricity Network Assets (Authorised Transactions) Act 2015
- 5.1 Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority'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 prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.
  - 5.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

## 14.2 Easement for Underground Cables and/or Street Lighting Equipment

### 1.0 Definitions

- 1.1 **easement site** means that part of the land that is affected by this easement.
- 1.2 **electrical equipment** includes underground electrical cable, duct, service pillar, underground earthing system, street lighting equipment, communications cable, and ancillary equipment.
- 1.3 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 1.4 **land** means the lot or Torrens title land that is burdened by this easement.
- 1.5 **owner** means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).
- 1.6 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.7 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 1.8 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

### 2.0 The prescribed authority 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 land 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 land that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
- 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.

### 3.0 In exercising its rights under this easement the prescribed authority will take reasonable precautions to minimise disturbance to the land and will restore the land as nearly as practicable to its original condition.

- 4.0 The owner agrees to obtain the written consent of the prescribed authority, and comply with any conditions of consent reasonably imposed by the prescribed authority, prior to:
  - 4.1 installing or permitting to be installed any services or structure within the easement site, or
  - 4.2 altering the surface level of the easement site, or
  - 4.3 doing or permitting to be done anything that restricts access to the easement site by the prescribed authority.
- 5.0 Electricity Network Assets (Authorised Transactions) Act 2015
  - 5.1 Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority'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 prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.
  - 5.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

## 14.3 Easement for Overhead Power Line

### 1.0 Definitions

- 1.1 **easement site** means that part of the land that is affected by this easement.
- 1.2 **electrical equipment** includes pole, overhead electrical cable, underground electrical cable, duct, underground earthing system, and ancillary equipment.
- 1.3 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 1.4 **land** means the lot or Torrens title land that is burdened by this easement.
- 1.5 **owner** means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).
- 1.6 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.7 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 1.8 **structure** includes building, wall, retaining wall, carport, driveway, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

### 2.0 The prescribed authority 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 land 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 install its own access gates and locks,
- 2.6 trim or remove any vegetation from the land that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
- 2.7 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.

### 3.0 In exercising its rights under this easement the prescribed authority will take reasonable precautions to minimise disturbance to the land and will restore the land as nearly as practicable to its original condition.



- 4.0 The owner agrees to obtain the written consent of the prescribed authority, and comply with any conditions of consent reasonably imposed by the prescribed authority, prior to:
- 4.1 installing or permitting to be installed any services or structure within the easement site, or
  - 4.2 altering the surface level of the easement site, or
  - 4.3 doing or permitting to be done anything that restricts access to the easement site by the prescribed authority.
- 5.0 Electricity Network Assets (Authorised Transactions) Act 2015
- 5.1 Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority'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 prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.
  - 5.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

## 14.4 Easement for Overhead Power Lines and Underground Cables

### 1.0 Definitions

- 1.1 **easement site** means that part of the land that is affected by this easement.
- 1.2 **electrical equipment** includes pole, overhead electrical cable, underground electrical cable, duct, service pillar, underground earthing system, and ancillary equipment.
- 1.3 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 1.4 **land** means the lot or Torrens title land that is burdened by this easement.
- 1.5 **owner** means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).
- 1.6 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.7 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 1.8 **structure** includes building, wall, retaining wall, carport, driveway, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

### 2.0 The prescribed authority 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 land 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 install its own access gates and locks,
- 2.6 trim or remove any vegetation from the land that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
- 2.7 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.

### 3.0 In exercising its rights under this easement the prescribed authority will take reasonable precautions to minimise disturbance to the land and will restore the land as nearly as practicable to its original condition.

- 4.0 The owner agrees to obtain the written consent of the prescribed authority, and comply with any conditions of consent reasonably imposed by the prescribed authority, prior to:
- 4.1 installing or permitting to be installed any services or structure within the easement site, or
  - 4.2 altering the surface level of the easement site, or
  - 4.3 doing or permitting to be done anything that restricts access to the easement site by the prescribed authority.
- 5.0 Electricity Network Assets (Authorised Transactions) Act 2015
- 5.1 Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority'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 prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.
  - 5.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

## 14.5 Easement for Support Stay

### 1.0 Definitions

- 1.1 **easement site** means that part of the land that is affected by this easement.
- 1.2 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 1.3 **land** means the lot or Torrens title land that is burdened by this easement.
- 1.4 **owner** means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).
- 1.5 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.6 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 1.7 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.
- 1.8 **support stay** includes pole, concrete strainer block, cable, wire, and ancillary equipment.

### 2.0 The prescribed authority may:

- 2.1 install a support stay within the easement site,
- 2.2 excavate the easement site to install the support stay,
- 2.3 enter the land 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,
- 2.4 trim or remove any vegetation from the land that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
- 2.5 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.

3.0 In exercising its rights under this easement the prescribed authority will take reasonable precautions to minimise disturbance to the land and will restore the land as nearly as practicable to its original condition.

4.0 The owner agrees to obtain the written consent of the prescribed authority, and comply with any conditions of consent reasonably imposed by the prescribed authority, prior to:

- 4.1 installing or permitting to be installed any services or structure within the easement site, or
- 4.2 altering the surface level of the easement site, or
- 4.3 doing or permitting to be done anything that restricts access to the easement site by the prescribed authority.

## 5.0 Electricity Network Assets (Authorised Transactions) Act 2015

- 5.1 Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority'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 prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.
- 5.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

## 14.6 Easement for Indoor Substation

### 1.0 Definitions

- 1.1 **building** means the building within which the electrical equipment is located.
- 1.2 **easement site** means that part of the land that is affected by this easement.
- 1.3 **electrical equipment** includes electrical transformer, electrical switchgear, electrical cable, duct, services, ventilation, and ancillary equipment.
- 1.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 1.5 **land** means the lot or Torrens title land that is burdened by this easement.
- 1.6 **owner** means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).
- 1.7 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.8 **services** includes electricity, telephone, communications, ventilation, water, sewage, and drainage services.

### 2.0 The prescribed authority may:

- 2.1 install electrical equipment within the easement site,
  - 2.2 use the electrical equipment for the transmission of electricity,
  - 2.3 enter the land 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,
  - 2.4 install its own security doors to gain access to the electrical equipment and to prevent access by others, and
  - 2.5 install conduits, cables, and pipes on, under or through the building for the purpose of connecting the electrical equipment with any services and to operate those services.
- 3.0 The prescribed authority agrees to obtain the written consent of the owner, and comply with any conditions of consent reasonably imposed by the owner, prior to cutting, drilling, altering or demolishing any part of the building as necessary to install or operate the electrical equipment.
- 4.0 In exercising its rights under this easement the prescribed authority will take reasonable precautions to minimise disturbance to the land and will restore the land as nearly as practicable to its former condition.

5.0 The owner agrees to obtain the written consent of the prescribed authority, and comply with any conditions of consent reasonably imposed by the prescribed authority, prior to:

5.1 installing or permitting to be installed any thing within the easement site, or

5.2 interfering with, allowing to be interfered with, or preventing the ventilation of the easement site, or

5.3 directing or allowing to be directed drainage into the easement site, or

5.4 doing or permitting to be done anything that restricts access to the easement site by the prescribed authority.

6.0 Electricity Network Assets (Authorised Transactions) Act 2015

6.1 Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority'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 prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.

6.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

## 14.7 Right of Access

### 1.0 Definitions

- 1.1 **access site** means that part of the land that is affected by this right of access.
- 1.2 **land** means the lot or Torrens title land that is burdened by this easement.
- 1.3 **owner** means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).
- 1.4 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

### 2.0 The prescribed authority may:

- 2.1 by any reasonable means pass across the access site for the purpose of exercising or performing any of its powers, authorities, duties or functions, and
- 2.2 do anything reasonably necessary for passing across the access site, including:
  - 2.2.1 entering the land, and
  - 2.2.2 taking anything on to the land, and
  - 2.2.3 carrying out work within the access site such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

### 3.0 In exercising its rights under this easement, the prescribed authority must:

- 3.1 ensure all work is done properly, and
- 3.2 cause as little inconvenience as is practicable to the owner and any occupier of the land, and
- 3.3 cause as little damage as is practicable to the land and any improvement on it, and
- 3.4 restore the land as nearly as is practicable to its former condition, and
- 3.5 make good any collateral damage.

### 4.0 Electricity Network Assets (Authorised Transactions) Act 2015

- 4.1 Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority'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 prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.
- 4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.



## 14.8 Restriction on the Use of Land – Fire Rating of Buildings

### 1.0 Definitions

- 1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 **erect** includes construct, install, build and maintain.
- 1.4 **owner** means the registered proprietor of the lot or Torrens title land that is affected by this restriction and its successors (including those claiming under or through the registered proprietor).
- 1.5 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.6 **restriction site** means that part of the lot or Torrens title land that is affected by this restriction on the use of land.

### 2.0 No building shall be erected or permitted to remain within the restriction site unless:

- 2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- 2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- 2.3 the owner provides the prescribed authority with an engineer's certificate to this effect.

### 3.0 The 120/120/120 fire rating and 60/60/60 fire rating must be achieved without the use of fire fighting systems such as automatic sprinklers.

### 4.0 No doors or opening windows are permitted to be erected within the restriction site on the external surface of a building within 3 metres from the substation footing.

### 5.0 Electricity Network Assets (Authorised Transactions) Act 2015

- 5.1 Notwithstanding any other provision in this restriction, the owner acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority'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 prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.
- 5.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

## 14.9 Restriction on the Use of Land – Swimming Pools and Spas

### 1.0 Definitions

- 1.1 **erect** includes construct, install, build and maintain.
- 1.2 **owner** means the registered proprietor of the lot or Torrens title land that is affected by this restriction and its successors (including those claiming under or through the registered proprietor).
- 1.3 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.4 **restriction site** means that part of the lot or Torrens title land that is affected by the restriction on the use of land.

2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site.

### 3.0 Electricity Network Assets (Authorised Transactions) Act 2015

- 3.1 Notwithstanding any other provision in this restriction, the owner acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority'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 prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.
- 3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

## 14.10 Restriction on the Use of Land – Metallic Structures

### 1.0 Definitions

- 1.1 **erect** includes construct, install, build and maintain.
- 1.2 **owner** means the registered proprietor of the lot or Torrens title land that is affected by this restriction and its successors (including those claiming under or through the registered proprietor).
- 1.3 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.4 **restriction site** means that part of the lot or Torrens title land that is affected by the restriction on the use of land.

2.0 No metallic structure shall be erected or permitted to remain within the restriction site except for metallic fencing if the fence panels are insulated from the fence posts and from the ground.

### 3.0 Electricity Network Assets (Authorised Transactions) Act 2015

- 3.1 Notwithstanding any other provision in this restriction, the owner acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority'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 prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.
- 3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

## 14.11 Positive Covenant – Fire Screen Wall

### 1.0 Definitions:

- 1.1 **120/120/120 fire rating** means the fire resistance level of a building structure expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.
- 1.2 **fire screen wall** means a wall constructed of non-combustible material that achieves a 120/120/120 fire rating up to a minimum height of 6 metres from the level of the substation footing, including any structures attached to the wall such as a fire screen overhang, a fire screen roof, eaves and gutters.
- 1.3 **owner** means the registered proprietor of the lot or Torrens title land and its successors (including those claiming under or through the registered proprietor).
- 1.4 **positive covenant site** means that part of the lot or Torrens title land that is affected by this positive covenant.
- 1.5 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

### 2.0 The owner covenants with the prescribed authority that:

- 2.1 the owner will construct a fire screen wall within the positive covenant site; and
- 2.2 the owner will maintain the fire screen wall in a satisfactory state of repair and in accordance with any reasonable conditions that the prescribed authority may impose.

### 3.0 Electricity Network Assets (Authorised Transactions) Act 2015

- 3.1 Notwithstanding any other provision in this positive covenant, the owner acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority'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 prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.
- 3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of the prescribed authority.

## 15.0 BY-LAWS FOR COMMUNITY TITLE SUBDIVISIONS

### 15.1 Access Ways

To maintain access to new Network Assets by Endeavour Energy, the following by-law must be incorporated into all community title management statements.

#### *BY-LAW [X] ENDEAVOUR ENERGY – Access Ways*

The Association agrees that if the surface of the access ways does not support the heavy vehicles, machinery and materials necessary to maintain Endeavour Energy’s electrical equipment, the Association will be responsible for repairing any damage caused to the surface of the access ways during such maintenance. This provision applies despite any other easement term to the contrary.

### 15.2 Ownership of Assets by the Association

Where the community association is responsible for the low voltage electricity system (including street lighting) within the community title development, the following by-law must be incorporated into all community title management statements.

#### *BY-LAW [X] ENDEAVOUR ENERGY – Ownership of Assets by the Association*

The low voltage electricity system is defined on the prescribed diagram as [eg “electricity”]. This electricity system is Association property. The Association is responsible for the maintenance, repair, refurbishment, and augmentation of this electricity system. The design of this electricity system has been based on a maximum demand of [as advised by the designer] Amps per dwelling.

## 16.0 CONTRACTUAL LICENCE TEMPLATE

### Cover Page:

#### Licence for Electrical Equipment

[insert site description]

The Licensor and the Licensee enter into this licence in accordance with Schedule 1 and Schedule 2.

#### Schedule 1 – Commercial Terms

<b>Land</b>	
<b>Building</b>	
<b>Licensed Area</b>	Part of the [Building on the Land OR Land] being [insert] as shown on the plan in
<b>Licence Fee</b>	\$1 plus GST
<b>Commencing Date</b>	
<b>Expiry Date</b>	
<b>Term</b>	The period from the Commencing Date to the Expiry Date subject to the terms of this Licence
<b>Licensee</b>	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
<b>Licensee address</b>	C/- Endeavour Energy Level 41, 8 Parramatta Square, 10 Darcy Street, Parramatta NSW 2150
<b>Licensor</b>	
<b>Licensor address</b>	
<b>Access Hours</b>	
<b>Electrical Equipment</b>	[describe equipment] in accordance with the Design Drawings
<b>Design Drawings</b>	Endeavour Energy drawing [insert]
<b>Variations to Conditions</b>	<p>[Insert if applicable]</p> <ol style="list-style-type: none"> <li>1. Improvement means any building, structure or improvement.</li> <li>2. Restriction Site means [describe area].</li> <li>3. The Licensor must not construct, install, build or maintain (<b>erect</b>) or permit to be erected within the Restriction Site any Improvement unless: <ol style="list-style-type: none"> <li>(a) the external surface of the Improvement erected within 1.5 metres from the Electrical Equipment has a 120/120/120 fire rating, and</li> <li>(b) the external surface of the Improvement erected more than 1.5 metres from the Electrical Equipment has a 60/60/60 fire rating, and</li> <li>(c) the Licensor provides the Licensee with an engineer's certificate to this effect.</li> </ol> </li> </ol>

	<p>4. The 120/120/120 fire rating and 60/60/60 fire rating must be achieved without the use of fire fighting systems such as automatic sprinklers.</p> <p>5. The Licensor must not erect or install or permit to be erected or remain:</p> <p>(a) within 3 metres from the Electrical Equipment any doors or opening windows on the external surface of an Improvement; or</p> <p>(b) any metal structure within the Restriction Site (except for metallic fencing if the fence panels are insulated from the fence posts and from the ground).</p>
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**Schedule 2 – Licence Terms**

1. The Licensor grants to the Licensee an exclusive licence of the Licensed Area to:
  - (a) construct, install, build, maintain, remove from and repair the Electrical Equipment in the Licensed Area;
  - (b) excavate the Licensed Area to install the Electrical Equipment;
  - (c) use and operate the Electrical Equipment for the transmission of electricity;
  - (d) enter the Land using the most practical route over the Land owned by the Licensor (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;
  - (e) trim or remove any vegetation from the Land that interferes with or prevents reasonable access to the Licensed Area site or the Electrical Equipment, and
  - (f) remove any encroachments from the Licensed Area and recover the costs of carrying out the removal work and repairing any damage done to the Electrical Equipment by the encroachment.
2. In exercising its rights under this licence the Licensee will take reasonable precautions to minimise disturbance to the Licensor.
3. Subject to its rights in this licence, the Licensee will repair any damage it causes to the Licensed Area.
4. At the end and of this Licence the Licensor will at its cost remove the Electrical Equipment and restore the Licensed Area as nearly as practicable to its former condition.
5. The Licensor acknowledges receipt of the Licence Fee from the Licensee for the Term.
6. The Licensor must obtain the Licensee’s prior written consent and comply with the Licensor’s reasonable conditions, prior to:
  - (a) installing or permitting to be installed any services or structure within the Licensed Area,
  - (b) altering the surface level of the Licensed Area, or
  - (c) doing or permitting to be done anything that interferes with the Electrical Equipment or restricts the Licensors’ access to the Licensed Area.

7. If the Licensee requires that the Electricity Equipment remain on the Land at the end of the Term the Licensor:
  - (a) must if requested by the Licensee grant a further licence of the Licensed Area to the Licensee for a new 'Term' nominated by the Licensee but otherwise on the same terms as this licence with a new 'Commencing Date' being the day after the Expiry Date; and
  - (b) otherwise acknowledges and does not object to the Licensee's rights to retain the Electrical Equipment on the Licensed Area under Section 28 of the Electricity Supply Act 1995
8. Subject to clause 7 this licence terminates automatically at the end of the Term or the removal of the Electricity Equipment (whichever occurs first).
9. If the Licensor sells the Land it must at the Licensor's cost novate this licence to the purchaser of the Land. The Licensee may novate this licence to another party on notice to the Licensor. The Licensor must do all things reasonably required by the Licensee to document a novation of this Licence in accordance with this clause 9.
10. The Licensor releases Licensee and agrees that the Licensee is not liable for, any cost, claim, loss, liability, damage, proceeding, order, judgment or expense (Claim) arising from, or incurred in connection with the Licensee's use of the Licensed Area, this licence or the Electrical Equipment except to the extent arising due to the negligent act or omission or the default of the Licensee.
11. The Licensor indemnifies the Licensee from and against all Claims for death, injury, loss, interference or damage arising from, or which the Licensee incurs or is liable for as a result of or in connection with the act, omission, negligence or default of the Licensor (or its employees, agents, contractors or invitees) or failing to keep the Licensed Area secure.
12. Any notice must be in writing and sent to the address or email address of the party as shown in Schedule 1 (as varied by notice). If sent by post, the notice is taken to have been received 3 business days after being posted.
13. This Licence is governed by the laws of the state or territory in Australia in which the Licensed Area is located. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction in that state or territory.
14. GST means any goods and services tax imposed under A New Tax System (Goods and Services Tax) Act 1999 (Cth) in respect of taxable supplies made under this Licence.
15. Capitalised expressions used in this licence are defined in Schedule 1.
16. Reference to a statute includes any amendments, re-enactments or replacements of it.
17. Each party must bear its own costs of and incidental to the negotiation, preparation and execution of this licence.
18. This licence does not confer upon the Licensee any estate or interest in the Licensed Area or the Land and in particular this licence will not operate as a demise or constitute any contract of tenancy.
19. This Licence may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one agreement.



## Background to Distribution Network Lease

20. On 14 June 2017, Epsilon Distribution Ministerial Holding Corporation (as Lessor), on behalf of the State of New South Wales, entered into a 99 year lease of Endeavour Energy's Distribution Network (refer to NSW Government Gazette No 62 of 14 June 2017). The Lessee is the Asset Partnership, which has sub-leased its interest in the lease to the Operator Partnership which operates the business, trading as Endeavour Energy.
21. **Asset Partnership** means the Endeavour Energy Network Asset Partnership ABN 30 586 412 717, consisting of the following entities in each of their respective shares as tenants in common.

Entity	Share
Edwards A Pty Limited ACN 618 642 961	50.4%
ERIC Epsilon Asset Corporation 1 Pty Ltd ACN 617 221 575	12.4%
ERIC Epsilon Asset Corporation 2 Pty Ltd ACN 617 221 655	12.4%
ERIC Epsilon Asset Corporation 3 Pty Ltd ACN 617 221 708	12.4%
ERIC Epsilon Asset Corporation 4 Pty Ltd ACN 617 221 726	12.4%

22. **EDMHC** means the Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878.
23. **Operator Partnership** means the Endeavour Energy Network Operator Partnership ABN 11 247 365 823, consisting of the following entities in each of their respective shares as tenants in common.

Entity	Share
Edwards O Pty Limited ACN 618 643 486	50.4%
ERIC Epsilon Operator Corporation 1 Pty Ltd ACN 617 221 735	12.4%
ERIC Epsilon Operator Corporation 2 Pty Ltd ACN 617 221 744	12.4%
ERIC Epsilon Operator Corporation 3 Pty Ltd ACN 617 221 753	12.4%
ERIC Epsilon Operator Corporation 4 Pty Ltd ACN 617 221 771	12.4%

24. Notwithstanding any other **provision** of this Licence the Licensor acknowledges and agrees that the Asset Partnership (or any entity forming part of the Asset Partnership, jointly and severally) and any nominee of that partnership (which may include the Operator Partnership or any entity forming part of the Operator Partnership, joint and severally) may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the EDMHC under this License as if the Asset Partnership and Operator Partnership (as applicable) was the EDMHC, but for only so long as the Asset Partnership continues to be the Lessee of EDMHC's distribution system.

**Plan page/s:**  
**Plan**  
[insert plan]

**Executed as a deed**

[insert execution clause for Licensor]

.....as agent  
for Michael Pratt, NSW Treasury Secretary  
(NSW Treasurer’s delegate under delegation  
dated 24 November 2015), on behalf of the  
**Epsilon Distribution Ministerial Holding  
Corporation** ABN 59 253 130 878.

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness  
(BLOCK LETTERS)

## 17.0 EXECUTION CLAUSES

### 17.1 Execution Clause for 88B

I certify that the attorney signed this instrument in my presence.

Signed 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:

Signature of attorney:

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Name of witness:

Name and position of attorney:

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Address of witness:  
c/- Endeavour Energy  
Level 41, 8 Parramatta Square  
10 Darcy Street  
Parramatta NSW 2150

Power of attorney: \_\_\_\_\_

EE reference: \_\_\_\_\_

## 17.2 Execution Clause for RPA Dealing

I certify that I am an eligible witness and the attorney signed this instrument in my presence.

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:

Signature of attorney:

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Name of witness:

Name and position of attorney:

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Address of witness:

Power of attorney: \_\_\_\_\_

c/- Endeavour Energy  
Level 41, 8 Parramatta Square  
10 Darcy Street  
Parramatta NSW 2150

EE reference: \_\_\_\_\_