

# Land Interest Guidelines for Network Connection Works

## Provision of Network Connection Services

VERSION 6 : AUGUST 2024

Customer Network Solutions  
Asset & Operations



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# 1 Version Summary

| Version | Date          | Prepared by                              | Comments   |
|---------|---------------|--|--|
| 1       | January 2014  | Network Connections                      |  |
| 2       | July 2014     | Network Connections                      | Minor amendments   |
| 3       | July 2021     | Network Connections<br>Property Services | Major amendments including name change from Property Tenure Guidelines                   |
| 4       | July 2021     | Property Services                        | Final approved easement terms  |
| 5       | December 2022 | Customer Network Solutions               | Section 6.0 only<br>Amendment to timing of land interest registration                    |
| 6       | August 2024   | Property Services                        | Removal of Site-Specific Conditions Change for Contractual Licences and temporary assets |

## 2 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> characterised by private lots plus a community lot and facilities under shared ownership types of community property, precinct property and neighborhood property with a management statement explaining how the shared property will be used and maintained. |
| Connection Project         | Any Network Connection Works project other than a Subdivision Project  |
| 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  |
| 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>   |
| FPJ8001 Form               | Acknowledgement of Access Rights for Temporary Network Assets  |



|                            |   |
|----------------------------|---|
| Land Interest              | An easement, restriction, right of access, positive covenant. Contractual Licence 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  |
| Property Services          | Endeavour Energy’s property team responsible for assessing and approving Land Interest issues   |
| 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>   |
| 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   |

## 3 Introduction

A Customer may carry out Network Connection Works under one of the Endeavour Energy Model Standing Offers

Under the Model Standing Offers 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 Offers.

### 3.1 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.

### 3.2 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.

### 3.3 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 Connection 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)

## 4 Land Interest Guidelines Version 6 Major Changes

August 2021 introduced two new forms of unregistered Land Interests for Connection Projects known as Site-Specific Conditions and a Contractual Licence.

Site-Specific Conditions were only available for certain new permanent Network Assets that satisfied specific criteria. Since trialling this concept, many issues have arisen regarding application of concept, Design Drawing confusion, attempted change to standard conditions, confusion with registered Land Interests, and asset management concerns. Consequently Endeavour Energy has decided to remove the option of Site-Specific Conditions.

Contractual Licences remain, but will now have limited application for permanent Network Assets where a registered Land Interest is impractical and land ownership is unlikely to change or is controlled by a Government entity.

For temporary Network Assets that will be removed by the Customer following construction of permanent Network Assets, a new Acknowledgement of Access Rights for Temporary Network Assets will now apply.

## 5 Registered Land Interests Required When Subdividing Land

### 5.1 Urban Requirements

Endeavour Energy will require Registered Land Interests for:

- (a) all new Network Assets; and
- (b) all existing Network Assets located within the Customer's land.

### 5.2 Non-urban Requirements

Endeavour Energy will require Registered Land Interests for:

- (a) all new 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.

### 5.4 Community Land

EDMHC will own and maintain all high voltage Network Assets within Community Land.

Either EDMHC or the Community Land association may own and maintain the low voltage Network Assets including the public lighting network as determined in the Design Drawing.

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

### 5.5 Process When Subdividing Land and Registered Land Interests are Required

- (a) Endeavour Energy receives a Design Drawing for certification:
  - (1) The Design Drawing must show existing utilities and proposed final levels, retaining walls, and utilities within 5 metres of proposed Network Assets.
  - (2) The Design Drawing must show the footprint and the elevation profile of any existing or proposed building within 3 metres horizontally and 6 metres vertically from a proposed substation plinth.
  - (3) A DRAFT Definition Plan must be provided with the Design Drawing.
- (b) If a Registered Land Interest is required within land that is not owned by the Customer, the Customer must negotiate and register that Land Interest prior to certification of the Design Drawing.
- (c) The Design Drawing is certified following relevant procedures.
- (d) The Customer completes the construction and connection of the Network Connection Works to the Distribution System.
- (e) The Customer applies for an NOA and provides the FINAL Definition Plan and Easement Document that includes a Pre-allocated Plan Number (PPN) issued by LRS.
- (f) The NOA is issued following relevant procedures.
- (g) The Customer lodges the Definition Plan and Easement Document for registration by LRS.

## 6 Registered Land Interests Required When Not Subdividing Land

### 6.1 Urban Requirements

Endeavour Energy will require Registered 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; and
- (d) all existing Network Assets that will be used to supply a new Network Asset.

### 6.2 Non-urban Requirements

Endeavour Energy will require Registered Land Interests for all new 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 Process When Not Subdividing Land and Registered Land Interests are Required

- (a) Endeavour Energy receives a Design Drawing for certification:
  - (1) The Design Drawing must show existing utilities and proposed final levels, retaining walls, and utilities within 5 metres of proposed Network Assets.
  - (2) The Design Drawing must show the footprint and the elevation profile of any existing or proposed building within 3 metres horizontally and 6 metres vertically from a proposed substation plinth.
  - (3) A DRAFT Definition Plan and Easement Document must be provided.
  - (4) If a Registered Land Interest is required within land that is not owned by the Customer, the written consent of that land owner to the proposed works and Land Interest must be provided.
- (b) The Design Drawing is certified following relevant procedures.
- (c) The Customer completes the physical construction of the Network Connection Works.
- (d) The registered surveyor completes the survey, including an offset diagram showing the constructed location of the Network Assets with offsets to property, easement and restriction boundaries.
- (e) The Customer submits the FINAL Definition Plan, Easement Document and offset diagram to Property Services for approval and signing.
- (f) Property Services returns the signed Easement Document to the Customer.
- (g) The Customer arranges for signing by others and lodgement for registration at LRS.

- (h) The Customer provides the LRS PDF image of the registered Definition Plan and Easement Document to Property Services a least 3 weeks prior to the Customer's booked outage date.
- (i) Property Services confirms that the outage may proceed to connect the Network Connection Works to the Distribution System.
- (j) The Customer completes the construction and connection of the Network Connection Works.

## 7 Types of Registered Land Interests

### 7.1 Easement

The EDMHC Property Protocol has standard easement 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

#### 7.1.1 Indoor Substations

Endeavour Energy will require an easement for the indoor substation and any associated cable routes.

The boundaries of an easement for indoor substation should be defined by the internal face of the walls and ceiling of the substation room and by the floor of the associated cable basement located below the substation room. An easement for the cableway from the Public Road to the cable basement 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.

If the indoor substation 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 easement site.

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.

### 7.2 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 the construction of Network Assets.

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.

### 7.2.1 Padmount Substation Restrictions

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

| Connections of load, asset relocations and public lighting                       | Common earthing   | Separate earthing   |
|--|---|---|
| Urban (including high and medium density residential)<br>UML, UCL, UIL, UUL, ULL | 3m fire restriction <sup>1</sup>  | 3m fire restriction <sup>1</sup><br>metallic structure/fence restriction <sup>2</sup>   |
| Non-urban<br>NCL, NIL, NLL NUL   | 3m fire restriction <sup>1</sup>  | 3m fire restriction <sup>1</sup><br>metallic structure/fence restriction <sup>2</sup>   |
| Other<br>ARP, NRL, PLT   | 3m fire restriction <sup>1</sup><br>5m swimming pool restriction <sup>2,4</sup> | 3m fire restriction <sup>1</sup><br>metallic structure/fence restriction <sup>3</sup><br>swimming pool restriction <sup>3,4</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

<sup>4</sup> residential application only

### 7.2.2 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             | 5m swimming pool restriction <sup>1</sup> | metallic structure/fence restriction <sup>2</sup><br>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

### 7.2.3 Pole-mounted Substation Restrictions

| Project types | Common earthing         | Separate earthing   |
|---------------|-------------------------|---|
| All land uses | No restriction required | metallic structure/fence restriction <sup>1</sup><br>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

## 7.3 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 the 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.

### 7.3.1 Padmount Substations and Switching Stations

If the substation/switching station easement 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 easement site.

The requirement for a defined right of access may be waived if the easement 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 Land and the easement site abuts an open access way shown in the Community Property Definition Plan
- (e) Within common property in a strata title development and the easement site abuts the common driveway used by the lot owners.

- (f) Anywhere within the property provided a switching station is located on the front property boundary.
- (g) Within utility facilities, for example a sewage treatment plant or pumping station
- (h) Within public parks and reserves
- (i) Within public schools
- (j) Within any property if Endeavour Energy determines a defined right of access is not required

### 7.3.2 Above Surface Network Assets

Endeavour Energy will require a defined right of access if there is an above surface Network 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.

## 7.4 Positive Covenant

A positive covenant requires the owner to carry out work, such as the maintenance of a fire screen wall associated with a Network Asset.

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 Creation of Registered Land Interests

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.

Alternatively, Land Interests may be created using an RPA Dealing available from the LRS website, which must refer to a Definition Plan that is either attached to the dealing or has been registered separately.

Easement Documents must be signed on behalf of EDMHC by an attorney appointed by EENAP.

Easement Documents must be signed by all owners and any mortgagee before lodgement at LRS. Any registered lessee and Caveator must also provide its consent.

The Registered Land Interest is created upon registration by LRS.



## 9 Access Rights for Temporary Network Assets

Where the customer is proposing to install temporary Network Assets within its own land Endeavour Energy will accept FPJ8001 Form in lieu of a Registered Land Interest.

FPJ8001 Form is signed by the customer only, as an acknowledgement that the rights and obligations under the ESA will apply to the temporary Network Assets and the affected land. The customer also acknowledges that it will provide safe access to the temporary Network Assets and comply with any safety requirements shown in the Design Drawing.

This type of unregistered Land Interest only applies to Connection Projects where the temporary Network Assets will be removed by the Customer within three years.

This is not an acceptable form of Land Interest for any Network Assets constructed under a Subdivision Project.

### 9.1 Process When Access Rights for Temporary Network Assets is Required

- (a) Endeavour Energy receives a Design Drawing for certification:
  - (1) The Design Drawing must show existing utilities and proposed final levels, retaining walls, and utilities within 5 metres of proposed Network Assets.
  - (2) The Design Drawing must show the footprint and the elevation profile of any existing or proposed building within 3 metres horizontally and 6 metres vertically from a proposed substation plinth.
  - (3) Completed FPJ8001 Form must be provided.
- (b) The Design Drawing is certified following relevant procedures.
- (c) The Customer completes the construction and connection of the Network Connection Works to the Distribution System.
- (d) The access rights commence when the temporary Network Asset is connected to the Distribution System.

## 10 Contractual Licence

A Contractual Licence allows the operation and maintenance of a Network Asset on a parcel of land.

A Contractual Licence will be a satisfactory form of Land Interest if the creation of a Registered Land Interest is impractical and the land is controlled by a Government entity or land ownership is unlikely to change during the proposed period of occupation.

A Contractual Licence is:

- (a) defined by a written document that does not require a Definition Plan;
- (b) requires the consent of EDMHC
- (c) benefits EDMHC
- (d) is not registered by LRS nor recorded on the Certificate of Title; and
- (e) does not bind subsequent owners.

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.

## 10.1 Process When Contractual Licence is Required

- (a) Endeavour Energy receives a Design Drawing for certification:
  - (1) The Design Drawing must show existing utilities and proposed final levels, retaining walls, and utilities within 5 metres of proposed Network Assets.
  - (2) The Design Drawing must show the proposed Licensed Area to be subject to the Contractual Licence.
- (b) Endeavour Energy prepares a draft Contractual Licence for review by the Customer.
- (c) The Customer reviews draft Contractual Licence.
- (d) When the draft Contractual Licence is acceptable to both parties the Customer signs the Contractual Licence and returns it to Endeavour Energy.
- (e) Endeavour Energy submits the Contractual Licence to EDMHC for signature.
- (f) Endeavour Energy returns the signed Contractual Licence to the Customer.
- (g) The Design Drawing is certified following relevant procedures.
- (h) The Customer completes the construction and connection of the Network Connection Works to the Distribution System.
- (i) The Contractual Licence commences when the Network Asset is connected to the Distribution System.

## 11 Special Arrangements Involving Government Authorities

### 11.1 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.

## 11.2 Crown Land

Registered Land Interests are required for new Network Assets within Crown land.

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

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

Where a Council is the manager of the affected Crown land, involvement by Crown Lands NSW is not required, and instead the Council may create the Registered Land Interests as if it were the land owner.

The following supporting documents must be provided when submitting the Design Drawing for certification:

- (a) Evidence that Council has been appointed as Crown land manager of the affected land.
- (b) Confirmation that Council has approved the grant of the Land Interests under Part 3 of the Crown Land Management Act 2016 and Part 2 of the Local Government Act 1993 including the proposed Land Interest terms.
- (c) Proof that there are no claims on the affected land under the Aboriginal Land Rights Act 1983.

Where there is no appointed Council manager, it is extremely difficult to achieve grant of Land Interests from Crown Lands NSW, who is able to do so under Division 5.9 of the Crown Land Management Act 2016, but will only do so if the proposal is in the public interest and able to generate social, economic, cultural and environmental benefits for the community of NSW.

Where it will not be possible to achieve grant of the Land Interests, an alternative route for the proposed Network Assets will be required that avoids the Crown land.

## 11.3 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.

## 11.4 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.

EDMHC 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.

## 11.5 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.

## 11.6 Rail Corridors

Rail corridors may be publicly or privately owned.

The Transport Assets Holding Entity of NSW ('TAHE') owns the public rail corridor, which is comprised of the operational track land and non-track land such as stations and car parks.

Endeavour Energy operates within the public rail corridor under a Master Deed for Access to the Rail Corridor ('MAD'). The MAD covers access to existing Network Assets and also provides an approval process for the construction of new Network Assets within operational track land.

Under the MAD a Corridor Access Application must be submitted to the relevant rail operator prior to constructing new Network Assets within operational track land.

The rail operator for the Sydney metropolitan area is Sydney Trains.

The rail operator for rural NSW is Australian Rail Track Corporation (ARTC).

New Network Assets constructed within TAHE land that is non-track land require Registered Land Interests.

New Network Assets constructed within private rail corridors require Registered Land Interests.

## 12 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 Land Interest Release Documents

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.

All other Land Interests may be released by a Section 88B Part 1A or an RPA Dealing available from the LRS website.

The release document must be signed on behalf of EDMHC by an attorney appointed by EENAP.

Depending on the type of release document, signing by owners and mortgagees and consent of any registered lessee and Caveator may be required prior to lodgement at LRS.

The Land Interest is released upon registration by LRS.

## 12.2 Process When Release of Registered Land Interests are Required

- (a) If a new Registered Land Interest is required under Section 5 or Section 6 in conjunction with release of a Registered Land Interest, additional processes under Section 5 or Section 6 must be carried out in conjunction with Section 12.
- (b) Endeavour Energy receives a Design Drawing for certification.
  - (1) The Design Drawing should not propose to abandon any cables within the Land Interest site to be released. Such cables should be removed from the land. Ducts may be abandoned subject to the affected land owner agreeing in writing to accept ownership and liability of the abandoned ducts.
  - (2) A DRAFT release document must be provided.
- (c) The Design Drawing is certified following relevant procedures.
- (d) If the release is in conjunction with Section 5 or is only under Section 12, the Customer completes the construction and connection of the Network Connection Works to the Distribution System
- (e) If the release is in conjunction with Section 6, the Customer completes the physical construction of the Network Connection Works, but connection to the Distribution System is delayed.
- (f) The Customer submits the FINAL release document to Property Services for approval and signing.
- (g) The Customer arranges for any required signing by others and lodgement for registration at LRS.
- (h) If Endeavour Energy is required to participate in a PEXA workspace in relation to LRS registration of RPA Dealings, the Customer will be required to pay all associated fees.
- (i) The Customer provides the LRS PDF image of the registered release document to Property Services.

- (j) If the release is in conjunction with Section 6, the LRS PDF image must be received at least 3 weeks prior to the Customer's booked outage date. When received, Property Services confirms that the outage may proceed to connect the Network Connection Works to the Distribution System. The Customer completes the construction and connection.

## 13 Property Tenure Bonds (Design Briefs Issued Before 2 August 2021)

This section applies to legacy projects where a refundable property tenure bond (PTB) has been taken to allow Network Connection Works to be connected to the Distribution System.

### 13.1 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 form FPJ5013 Agreement for Entry, Grant and Creation of Easement.

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.

### 13.2 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.



## 14 Terms for Registered Land Interests

### 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 By-Laws For Community Land

### 15.1 Access Ways

To maintain access to new Network Assets by Endeavour Energy, the following by-law must be incorporated into all Community Land 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 Land association is responsible for the low voltage electricity system (including street lighting) within the Community Land, the following by-law must be incorporated into the Community Land management statement.

#### *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 Acknowledgement of Access Rights for Temporary Network Assets (FPJ8001 Form)

### Schedule 1 : Site Details and Definitions

|  |   |
|--|---|
| <b>Endeavour Energy<br/>CAMS Project</b> |   |
| <b>Site</b><br>Lot/DP<br>Street Address  |   |
| <b>Temporary Network<br/>Assets</b>      | The Network Assets to be constructed within the Site as shown in the Design Drawing   |
| <b>Design Drawing</b>                    | Endeavour Energy drawing number (as amended)  |
| <b>Customer</b>                          | ACN/ABN   |
| <b>Customer's address</b>                |   |
| <b>Network Operator</b>                  | Endeavour Energy Network Operator Partnership<br>ABN 11 247 365 823   |
| <b>Network Operator's<br/>address</b>    | Endeavour Energy<br>Level 41, 8 Parramatta Square<br>10 Darcy Street<br>Parramatta NSW 2150<br>(PO Box 811, Seven Hills NSW 1730)   |
| <b>Distribution Network</b>              | Endeavour Energy Distribution Network operated by the Network Operator under the Electricity Supply Act 1995  |
| <b>Model Standing Offer</b>              | The relevant Endeavour Energy Model Standing Offer applicable to the CAMS Project:<br>Model Standing Offer for a Standard Connection Service for Customers<br>Model Standing Offer for a Standard Connection Service (Subdivision and Asset Relocation) |

Customer Signature

Customer Signature

## Schedule 2 : Acknowledgement of Access Rights

- 1 The Customer owns the Site.
- 2 The Customer is designing and constructing the Temporary Network Assets under the Model Standing Offer.
- 3 After completion of construction by the Customer, the Network Operator will connect the Temporary Network Assets to the Distribution Network.
- 4 The Customer acknowledges that upon connection to the Distribution Network, rights and obligations under the Electricity Supply Act 1995 will apply to the Temporary Network Assets and the Site.
- 5 The Customer specifically acknowledges the following rights and obligations of the Network Operator:
  - 5.1 The Network Operator may inspect, make safe, operate, change, maintain, remove repair or replace the Temporary Network Assets.
  - 5.2 The Network Operator will be responsible for the safety and reliability of the Temporary Network Assets.
- 6 The Customer specifically acknowledges the following obligations of the Customer:
  - 6.1 The Customer will provide the Network Operator and its authorised representatives safe access to the Temporary Network Assets.
  - 6.2 The Customer will comply with any safety requirements shown in the Design Drawing.
  - 6.3 The Customer will not do or permit to be done anything that could destroy, damage or interfere with the Temporary Network Assets.
  - 6.4 The Customer will not do or permit to be done anything that could make the Temporary Network Assets a potential cause of bushfire or potential risk to public safety.
- 7 The Customer agrees that it must remove the Temporary Network Assets at its cost within 3 years.
- 8 Access rights cease to apply upon removal of the Temporary Network Assets.
- 9 Capitalised expressions used in Schedule 2 are defined in Schedule 1.

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Customer Signature

---

Customer Signature

# Executed by the Customer

Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified.

Corporation :

ACN or ABN :

Authority :       Section 127 of the Corporations Act 2001

Date :

.....  
Customer Signature

.....  
Customer Signature

.....  
Name

.....  
Name

.....  
Capacity

.....  
Capacity

## 17 Contractual Licence Template

### Cover Page

**[CAMS]  
Electrical Equipment Licence  
[Asset and site description]**

The Licensor and the Licensee enter into this licence in accordance with Schedule 1, Schedule 2, Schedule 3 and Schedule 4.

### Schedule 1 : Licence Details

|  |   |
|--|---|
| <b>Licensor</b>                          | ACN/ABN   |
| <b>Licensor address</b>                  |   |
| <b>Licensee</b>                          | Epsilon Distribution Ministerial Holding Corporation<br>ABN 59 253 130 878  |
| <b>Licensee address</b>                  | c/- Endeavour Energy<br>Level 41, 8 Parramatta Square, 10 Darcy St Parramatta NSW 2150<br>(PO Box 811 Seven Hills NSW 1730)                             |
| <b>Land</b> [Lot/DP]<br>[Street Address] |   |
| <b>Licensed Area</b>                     | Part of the Land occupied by the Electrical Equipment as shown in Schedule 4  |
| <b>Commencing Date</b>                   | Upon connection of the Electrical Equipment to the Endeavour Energy distribution network  |
| <b>Expiry Date</b>                       | Upon removal of the Electrical Equipment  |
| <b>Term</b>                              | The period from the Commencing Date to the Expiry Date  |
| <b>Electrical Equipment</b>              |   |
| <b>Design Drawing</b>                    | Endeavour Energy drawing number   |
| <b>Distribution Network Lease</b>        | The lease of the Endeavour Energy distribution network to Endeavour Energy Network Asset Partnership on 14 June 2017 as described further in Schedule 3 |

## Schedule 2 : Licence Terms

1. The Licensor owns the Land.
2. The Licensor is installing Electrical Equipment on the Land.
3. Upon connection of the Electrical Equipment to the Endeavour Energy distribution network the ownership of the Electrical Equipment is transferred to the Licensee under the Distribution Network Lease and the Licence commences.
4. The Licensor grants to the Licensee a licence of the Licensed Area to:
  - (a) install, maintain, remove from and repair the Electrical Equipment in the Licensed Area;
  - (b) use and operate the Electrical Equipment for the transmission of electricity; and
  - (c) 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.
5. In exercising its rights under this licence the Licensee will take reasonable precautions to minimise disturbance to the Licensor.
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 Licensees' access to the Licensed Area.
7. This licence terminates automatically upon the removal of the Electricity Equipment.
8. The Licensee releases the Licensor and agrees that the Licensor is not liable for, any cost, claim, loss, liability, damage, proceeding, order, judgment or expense 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 from or due to the negligent act or omission or the default of the Licensor.
9. The Licensee indemnifies the Licensor from and against all cost, claim, loss, liability, damage, proceeding, order, judgment or expense for death, injury, loss, interference or damage arising from, or which the Licensor incurs or is liable for as a result of or in connection with the act, omission, negligence or default of the Licensee (or its employees, agents, contractors or invitees).
10. If the Licensor sells the Land it will at its own cost procure from the new owner the grant of a licence by the new owner to the Licensee on similar terms as this licence.
11. 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 5 business days after being posted.

12. 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.
13. 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.
14. Capitalised expressions used in this licence are defined in **Schedule 1**.
15. Reference to a statute includes any amendments, re-enactments or replacements of it.
16. Each party must bear its own costs of and incidental to the negotiation, preparation and execution of this licence.
17. 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.
18. This licence may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one agreement. An executed counterpart delivered in portable document format (.PDF) by electronic mail will have the effect of an original executed instrument.
19. If the location of the Licensed Area shown in **Schedule 4** is amended at the request of the Licensor and approved by the Licensee in a later version of the Design Drawing the Licensed Area is taken to be as shown in the latest version of the Design Drawing.

## Schedule 3 : Background to Distribution Network Lease

- 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.
- 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% |

- EDMHC** means the Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878.
- 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% |

- 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.



## Schedule 4 : Plan Showing the Licensed Area

### Executed as a deed

#### Execution by Licensee

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Signature of agent

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Name of agent

as agent for Michael Coutts-Trotter, NSW  
Treasury Secretary (NSW Treasurer's delegate  
under delegation dated 7 February 2023), on  
behalf of **Epsilon Distribution Ministerial  
Holding Corporation** ABN 59 253 130 878.

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Signature of witness

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Name of witness  
(BLOCK LETTERS)

---

Address of witness  
(BLOCK LETTERS)

#### Execution by Licensor

[INSERT APPROPRIATE CLAUSE]

## 18 Execution Clauses

### 18.1 Execution Clause for Section 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:

Name of witness:

Name and position of attorney:

Address of witness:

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

Power of attorney:

EE reference:

## 18.2 Execution Clause for RPA Dealing

I certify that I am an eligible witness and the attorney signed this dealing 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:

Name of witness:

Name and position of attorney:

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

Power of attorney:

EE reference: