

## LANDHOLDER GUIDE

# Option for Easement process and compensation

Please note that this document has been superseded and therefore may contain outdated information. To access current information on Western Renewables Link, please visit our website's Resources page or [contact our project team](#).



Delivered by

**AusNet**

# Purpose

This document provides an overview of the Western Renewables Link Option for Easement proposal and agreement process, how compensation for the easement in the proposal is assessed, and other payments available to landholders.

This guide is for landholders with property on the current proposed route for the Western Renewables Link. This document expands on the information about the easement acquisition and compensation process provided in the previously published Landholder Guide: Land access, easements and compensation, which is available on the project website, [resources page](#).



## Landholder

Landholder: the person/s (including an entity e.g., company or trust) entitled to hold title to a parcel/s of land.

## Support for landholders

We acknowledge that the Western Renewables Link project is causing uncertainty and concern for some landholders and communities. There are confidential, independent, free-of-charge services available for those individuals who may be affected by the project.

## Contact:

- Benestar: 1300 360 364.
- Rural Financial Counselling Service (RFCS): 1300 735 578.
- Refer to the [project website, community and landholders page](#) for more support services.

## Acknowledgement of Traditional Owners

AusNet acknowledges the Traditional Owners of the lands on which the proposed Western Renewables Link will operate, and pays respect to their Elders past, present and emerging. We recognise the role of each Registered Aboriginal Party and Traditional Owners in the management, protection, and promotion of cultural heritage, connection to Country, cultural awareness and land access. We will continue to work in partnership with First Peoples – State Relations Victoria and the recognised Registered Aboriginal Parties of the Barengi Gadjin, Eastern Maar, Djarra (Dja Dja Wurrung), Wadawurrung and Wurundjeri Woi Wurrung Traditional Owners Corporations, to deliver the project.

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# Western Renewables Link

The Western Renewables Link is a proposed new electricity transmission line that will deliver renewable energy from wind and solar farms in western Victoria, a key Renewable Energy Zone, to homes and businesses across Victoria and into the National Electricity Market.

AusNet Transmission Group Pty Ltd (AusNet) was selected by the Australian Energy Market Operator (AEMO) to develop, design, construct, operate and maintain the proposed transmission line.

## Project assessment and approvals

We are required to prepare an Environment Effects Statement for the Western Renewables Link project that will be assessed by the Victorian Minister for Planning and an independent panel. To inform the Environment Effects Statement and project design, we are undertaking extensive technical studies including field surveys and investigations, along with landholder, community and stakeholder consultation on the project.

The Environment Effects Statement process must be complete, and Victorian and Commonwealth approvals must be obtained, including approval of a Planning Scheme Amendment, before construction. We expect to submit the Western Renewables Link Environment Effects Statement in 2023. Pending project approvals, construction is expected to be complete in 2027.

You can find all the latest project information on the [project website](#).

## Commitment to landholders

Landholders are key stakeholders in delivering this significant energy transmission project for all Victorians. We are committed to working with you in a respectful, open and responsive way that reflects your role as a key stakeholder.

## Landholder engagement

### Engagement principles

Our engagement principles for the Option for Easement process are:

- It is a voluntary process which seeks to offer equitable compensation to landholders for an easement.
- Landholder engagement is led by the landholder's designated Land Liaison Officer and is open, inclusive, accessible and timely.
- The approach is based on contemporary experience in other jurisdictions and input from landholders and stakeholders.

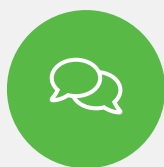
### Engagement values

We are committed to delivering extensive and meaningful engagement with landholders throughout the planning, delivery and operation of the Western Renewables Link.



#### Understanding

- We will seek to understand the impacts of the project on landholders.
- We will seek to identify benefits for landholders or areas for improvement based on feedback.
- We will seek to understand the communities in which we operate – who will be interested and why.



#### Openness

- We will be open and transparent with all landholders.
- We will be authentic in our dealings with landholders.
- We will set clear expectations with landholders about what they can influence or provide input on.



#### Respect

- We will engage with landholders as early as possible.
- We will treat all landholders with respect.
- We will ensure our information is useful and accessible to landholders.



#### Responsiveness

- We will communicate with and respond to landholders in a timely manner.
- We will ensure the information we provide to landholders is consistent and accurate.
- We will deliver what we say we will, when we say we will.

# Easements

### What is an easement?

An easement is a right held by one person/ party to access, occupy and/or use part of the land owned by another person/party, for a particular purpose.

An easement is registered on the title of the land to record the easement and ensure it is accurately shown in searches of the land title.

### Why is an easement needed?

An easement is needed for the construction and operation of the proposed transmission line, and other related infrastructure, to protect public safety and to provide access to the transmission line for inspections and maintenance.

For safety, the easement terms outline the activities not permitted within the easement by the landholder. The easement terms also outline the activities that we are allowed to undertake within the easement, such as the construction of electricity infrastructure. In terms of network reliability, the easement enables us to have access to the infrastructure to maintain it and ensure it is operating as it should.

## Option for Easement process

### Overview of the process for easement acquisition through an Option for Easement



# Option for Easement

## What is an Option for Easement?

An Option for Easement is a legally binding agreement (in the form of a deed) between parties that grants one party (the grantee – AusNet) the right to acquire an interest from another party (the grantor – the landholder) on agreed terms, including compensation and payments, within a set time period. The landholder continues to have ownership of and use of the easement land, subject to the easement terms.

## Option for Easement proposal

As a landholder on the current proposed route, we are seeking to negotiate with you an option to acquire an easement on your property to build and operate the proposed Western Renewables Link transmission line through an Option for Easement. Agreeing an Option for Easement provides you with certainty about

the value of compensation you will receive and construction activities to be undertaken on your property if the project receives the required approvals and proceeds to construction (and if AusNet exercises the option).

The Option for Easement process enables us to consider your existing land use and seeks to minimise the impacts for you, your operations and day-to-day use of your property. The process also enables us to propose an equitable compensation package based on the individual property, land use and other circumstances specific to your property should the final approved project require the acquisition of an easement on your property.

While agreeing to an Option for Easement is voluntary, the Option for Easement is legally binding once signed. If agreed by you, the Option for Easement will grant us a right to acquire an easement on your property to

accommodate the proposed transmission line under agreed terms (e.g. indicative location of the easement, fees, compensation amount for the easement and property access arrangements) within a nominated time period. Once presented to you, you can review the Option for Easement proposal including the compensation and payments, seek professional advice and provide feedback to us prior to reaching agreement.

## Role of your Land Liaison Officer

As a landholder, you have a designated Land Liaison Officer who is your primary point of contact for the project and who will facilitate the Option for Easement process. For example, your Land Liaison Officer will assist with gathering property-specific information, arranging valuer meetings and answering your questions.

ARCHIVED DOCUMENT			
After project approvals obtained			
Agreement and execution	Exercise Option for Easement	Construction	Completion of construction and registration of easement
<p>We will seek to reach agreement with you within six months of providing the proposal. The Option for Easement must be agreed and signed by both parties.</p> <p><b>\$ Payment: Option Fee \$20,000 (excluding GST).</b></p> <p><b>\$ Payment: Option Extension Fee \$15,000 (excluding GST), where required.</b></p> <p>OR</p> <p>Option for Easement not agreed. See page 14.</p>	<p>Pending the outcome of the Environment Effects Statement process and obtaining the required project approvals, we will notify you if we intend to exercise the option to acquire the easement. You will then receive an option exercise notice, which exercises the option.</p> <p><b>\$ Payment: First Compensation for Easement Amount Payment (80%).</b></p> <p><b>\$ Payment: Option Exercise Disturbance Fee.</b></p>	<p>During construction, access to your property will be managed in accordance with the terms in the Option for Easement and the easement.</p> <p><b>\$ Payment: Construction Licence Fee (annual payment).</b></p>	<p>When construction is complete, a licensed surveyor will survey and record the easement on a survey plan. The easement will then be registered on the property title.</p> <p><b>\$ Payment: Second Compensation for Easement Amount Payment (20%).</b></p> <p><b>\$ Payment: Land Rehabilitation Offset Payment.</b></p> <p><b>\$ Payment: Reimbursement of reasonable legal costs for registering the easement up to \$2,500 (excluding GST).</b></p>
<b>i For more information see page 9.</b>			
<b>\$ For more information about payments see page 10–11.</b>			

# Gathering property information

### Property Specific Details Form

Collecting information about your property is an important first step in working toward a commercial arrangement with you for the acquisition of the proposed transmission line easement. Your Land Liaison Officer can work with you to complete the Property Specific Details Form which covers property details including existing production, fencing, infrastructure, public utilities, vegetation and water courses.

This information will be used to plan construction activities and property access arrangements during construction. This information may also inform the compensation valuation assessment for the easement and the calculation of other payments for disturbance. Providing this information is voluntary.

### Land Access Consent

We may seek to access your property to undertake fieldwork such as surveys for Aboriginal cultural heritage required for the Cultural Heritage Management Plans, and/or geotechnical or ecological ground-truthing investigations to inform construction planning. The Land Access Consent is used to document your consent for us to access your property for project-related field survey and investigation works and sets out any agreed access arrangements and protocols for us to follow.

Signing a Land Access Consent is voluntary. You do not have to undertake this process with us, and you can still choose to consider and negotiate an Option for Easement with us. Where you choose to sign a Land Access Consent and complete the Property Specific Details Form, you are eligible for the Landholder Participation Fee payment.

Where you wish to obtain independent legal advice regarding the Land Access Consent and to assist in the review and negotiation of the Land Access Consent, we will reimburse the reasonable cost of this independent advice up to \$1,000 (excluding GST). This is in addition to the \$10,000 (excluding GST) Landholder Professional Fees payment which is in relation to the review and negotiation of the Option for Easement.

### Use of your personal information

We are committed to handling your personal information in accordance with the *Privacy Act 1988* (Cth). Our information systems are designed, operated and maintained in accordance with international standards and best practice for data security. We periodically review our information security practices to ascertain how personal information can be protected from misuse and loss, and from unauthorised access, modification and disclosure. Unless the law requires otherwise, we take reasonable steps to destroy or permanently de-identify personal information if it is no longer required. You can visit the [privacy page](#) of the project website for more information, including the project-specific privacy collection statement.

ARCHIVED DOCUMENT

## Glossary

Landholder	Landholder: the person/s (including an entity e.g., company or trust) entitled to hold title to a parcel/s of land.
Land Access Consent	An agreement between you and AusNet that, if completed and signed, gives your consent for us to access your property at agreed times for field surveys and investigations on your land. It also documents the arrangements and protocols we must follow if you provide your consent.
Option for Easement	An agreement between you and AusNet that, if completed and signed, grants AusNet the right to acquire an easement on your land on agreed terms, including compensation and payments, within a set time. The Option for Easement also enables us to access your property in accordance with the agreed terms in the Option for Easement for preliminary site investigations and survey activities prior to exercising the option.
Planning Scheme Amendment	The primary approval for the project under the <i>Planning and Environment Act 1987</i> (Vic). The draft Planning Scheme Amendment will be available for public comment during exhibition of the Environment Effects Statement.
Property Specific Details Form	A form that collects important information about your property, such as agricultural and other production activities, fencing, infrastructure, vegetation and water courses.
Renewable Energy Zone (REZ)	Areas that have been formally identified as having the greatest potential for renewable energy, such as wind, sunshine, rain, tides, waves and geothermal heat. The Australian Energy Market Operator's (AEMO) Integrated System Plan (ISP) identified six Victorian REZs including Western Victoria.

# Compensation assessment for the easement

## Compensation valuation

When presented to you, the Option for Easement proposal will include the compensation offered to acquire the easement on your property under the terms of the Option for Easement.

In accordance with the terms of the Option for Easement, if we exercise the option, the agreed compensation amount will be adjusted in line with the Consumer Price Index (CPI) between when the Option for Easement is executed and when the option is exercised by us.

## The role of the valuer

An independent valuer experienced in compensation will assess the value of compensation to be included in the Option for Easement proposal and paid for the acquisition of the easement, if the option is exercised by us. The valuer must hold the relevant qualifications and experience, and must make an impartial and true valuation. We will work with you to understand the impacts of the proposed transmission line easement on the use of your property, and the compensation offered in the Option for Easement will reflect these impacts.

The appointed independent project valuer will assess your property in accordance with valuation principles set out in the *Land Acquisition and Compensation Act 1986* (Vic) and the *Valuation of Land Act 1960* (Vic), as well as the valuer's understanding of the impacts to your property.

## Landholder input

There will be several opportunities to provide information to the valuer about the impacts of the proposed transmission line easement on your property. Your Land Liaison Officer can arrange these activities for you.

You can:

- **Meet with the valuer** – Before the compensation valuation is assessed, you can meet with the valuer to provide information about your property and land use.
- **Allow a property inspection** – If you agree, the valuer can physically inspect your property to inform the valuation.
- **Engage in a valuation discussion** – Once you receive the Option for Easement proposal, if you have obtained an independent compensation valuation from a qualified valuer, meetings with the project valuer and your valuer can be arranged to discuss and determine any variations in the assessments.

## Using your own valuer

When we submit our offer of compensation to acquire the easement as part of the Option for Easement proposal, and if you are unsure whether our offer is acceptable, we encourage you to seek independent advice from another qualified valuer. Valuers should complete their assessment in accordance with applicable legislative requirements and the Australian Property Institute's Professional Practice regulations. Your valuer should be prepared to engage in discussions with us during any negotiations, and to support their valuation during any valuer's conference with the appointed project valuer. You will need to provide a copy of the independent valuation from your valuer to us.

## Property market value considerations

The process to assess the compensation value included in the Option for Easement proposal includes two assessments:

1. Market value before the easement
2. Market value after the easement

The value of compensation offered will be based on the difference, known as the market value depreciation. This includes any loss in the market value of the property, loss of special value and loss due to severance, where applicable. See below for more information.

## Disturbance considerations

In addition to the market value compensation assessment, the Option for Easement proposal will also include compensation for disturbance to your property and operations during construction through the Option Exercise Disturbance Fee (if the project receives the required approvals and proceeds to construction and if we exercise the option). See page 11 for more information.



### Market value

Where an easement is being acquired, the compensation for market value is the difference between the market value of the land before the easement and after the easement. Market value may include the reasonable 'highest and best use' of the land, based on what is physically, legally and financially possible. For example, the 'highest and best use' of the land might be subdivision of the land into individual lots or its value might be greatest if multiple parcels are packaged.

### Special value

This refers to any additional financial value only available to the specific landholder in respect of the affected land and not to the market in general. This considers 'special' economic value rather than sentimental value. For example, a house fitted out with consulting rooms may have special value to the doctor-owner but may not have value to the market in general. This will usually be wrapped up in the market value calculation.

### Severance

This is reduction in market value of land which is caused by land severed from other land because of the easement. For example, an easement on agricultural land may be located so that it effectively 'quarantines' a part of the land, limiting its use for farming activities. Compensation is payable for the depreciation in the value of the land associated with the severing of that land and will usually be wrapped up in the market value calculation.

# Option for Easement proposal

## Proposal presented

We will present an Option for Easement proposal to you, or your representatives, at a face-to-face meeting, where possible, and discuss the proposal and documentation with you.

## Reviewing the Option for Easement and seeking advice

After you receive the Option for Easement proposal, there is time allowed for you (or your representatives) to review the proposal. You are eligible to receive the Landholder Professional Fees payment once you receive the Option for Easement proposal. The Landholder Professional Fees payment is provided to support you to obtain any professional advice you need to make an informed decision about the Option for Easement. Your Land Liaison Officer can arrange for the project's valuer to attend a further meeting(s) with you to discuss the compensation valuation assessment for the easement.

You can provide feedback on the Option for Easement proposal through your Land Liaison Officer and they can assist you with any questions you have. We will consider your feedback and update the Option for Easement to reflect feedback, where agreed. This process is iterative and may take several months from the initial presentation of the Option for Easement proposal in an effort to reach an agreement.

We will seek to reach an agreement with you within six months of providing an Option for Easement proposal.

## Agreement and execution

Where agreement is reached, the Option for Easement is signed and commences on the date that it is signed by both parties. The Option Fee is payable after the Option for Easement is signed by both parties, as set out in the Option for Easement. The Option for Easement enables us to access your property in accordance with the agreed terms in the Option for Easement for preliminary site investigations and survey activities prior to exercising the option.

The initial option period will expire on the date stated in the Option for Easement, which will be a period of approximately two years. We can extend this option period by an additional 12 months with notice and payment of the Option Extension Fee to you.

If we do not exercise the Option for Easement within the option period, the option will either terminate in accordance with the Option for Easement or expire, and you will retain all payments already made under the Option for Easement.

# ARCHIVED DOCUMENT



## Documents

The following documents will be provided as part of your Option for Easement proposal.

- **Option for Easement document** (in the form of a deed) – contains the terms and conditions of the Option for Easement and sets out the amounts payable under the Option for Easement including the market value compensation and disturbance payments (as outlined on pages 10–11).

The Option for Easement document will also include:

- **Indicative Easement Plan** – shows the indicative location of the proposed easement over your property for the transmission line and any permanent access tracks based on the current proposed route.
- **Specific Property Access Requirements** – outlines specific agreed property access requirements for us to follow when we need to access your property (where applicable).

- **Indicative Landholder Property Plan** – shows the proposed easement corridor, including towers, access roads, and temporary construction areas (all indicative only) based on the current proposed route.
- **Easement Instrument** – outlines the easement terms and conditions (including activities permitted and not permitted within the easement).

Other supporting documents will include:

- **Valuation Certificate from the project's appointed valuer** – shows the market value assessment of compensation for the easement.

- **Draft Property Access and Management Plan (PAMP)** – sets out the general protocols and management measures that we will implement when accessing properties to undertake construction activities. The PAMP will be considered in the assessment and approval processes for the project (including the Environment Effects Statement) which may result in refinements to the PAMP. If the project receives all required approvals, a copy of the final approved PAMP will be provided to all landholders with a property where there are planned construction activities.
- Option for Easement proposal next steps information for landholders
- Payment Guide: Landholder Professional Fees payment
- Transmission Line Construction fact sheet



# Next steps after project approvals

## Exercise the Option for Easement

Upon obtaining the required project approvals, if we intend to exercise the option, we will provide you with a notice of intention to exercise the option. You will then receive a separate option exercise notice, which exercises the option.

If/when we exercise the option, the easement will be acquired and access to your property for construction activities will be undertaken in accordance with the terms of the Option for Easement and the easement, including any specific property access requirements that we have negotiated and agreed with you.

If/when we exercise the option, both parties are bound by the terms of the easement, and you will receive the following payments:

- First Compensation for Easement Amount Payment (see page 10).
- Option Exercise Disturbance Fee, which is made up of the Production Loss Fee, if applicable, (see page 11) and an amount equal to one year of the Construction Licence Fee (see page 11).

## Construction

We will undertake construction activities in a manner consistent with any statutory approvals and under the terms of the Option for Easement and the easement. We will keep you informed throughout the construction process of when property access will be required. Our access to your property will be in accordance with the terms of the Option for Easement. More information about the construction process is available in the Transmission line construction fact sheet, available on the [resources page](#) of the project website.

## Easement registration

When construction is complete, a licensed surveyor will survey the easement to ensure it is accurately recorded. The easement will then be registered on the property title.

After registration of the easement on the property title, you will receive the Land Rehabilitation Offset Payment and the Second Compensation for Easement Amount Payment (see page 11). We will also reimburse you for reasonable legal costs relating to the registration of the easement, up to the amount of \$2,500 (excluding GST), and any reasonable disbursements for the purposes of registering the easement (upon provision of tax invoices).

# ARCHIVED DOCUMENT



# Payments and compensation

All payments under the Option for Easement are subject to the payment requirements outlined in the Option for Easement. Further information about GST and tax can be found in the FAQs on page 12–13.

Payment	Amount	What it's for
<b>Landholder Participation Fee</b>	<b>\$ \$10,000</b> (excluding GST)	Payable to landholders upon completing the Property Specific Details Form and signing the Land Access Consent (in accordance with the requirements set out in the Land Access Consent). The payment is consideration for, and in recognition of, your time and participation associated with the activities outlined in these documents. This is separate to the Option for Easement.
<b>Landholder Professional Fees payment</b>	<b>\$ \$10,000</b> (excluding GST)	You are eligible to receive this payment after you receive the Option for Easement proposal. The Landholder Professional Fees payment is provided to assist you in the process of reviewing and negotiating the Option for Easement and is not dependent on you signing the Option for Easement. The payment is subject to payment guidelines (which will be provided to you as part of the Option for Easement proposal) and cannot be used to fund any advocacy or litigation costs. To receive this payment, you need to complete the Landholder Professional Fees payment forms including providing GST and banking information to enable the payment to be made to you.
<b>Additional legal and professional fees</b>	<b>\$ As agreed</b>	<p>Upon request, we may agree to reimburse further reasonable out-of-pocket legal costs and professional service provider fees that exceed the Landholder Professional Fees payment and are reasonably incurred and directly connected with negotiating the Option for Easement, if we have agreed to the amount beforehand. We recommend that you seek cost estimates from all professional advisers before engaging them and we will ask for a copy of the fee estimate for review.</p> <p>We will also ask you to provide all itemised invoices detailing the reasonable and direct legal costs and professional service provider fees incurred in negotiating the Option for Easement.</p>
<b>Option Fee</b>	<b>\$ \$20,000</b> (excluding GST)	This fee is payable after the Option for Easement is signed by both parties, as set out in the Option for Easement. You will retain the Option Fee even if the option is not exercised.
<b>Option Extension Fee</b>	<b>\$ \$15,000</b> (excluding GST)	This fee is payable to extend the initial option period of the Option for Easement by one year (only if required by AusNet).
<b>Compensation for Easement Amount</b>	<b>\$ Property specific</b>	<p>The Compensation for Easement Amount is a market value assessment of the easement (as described on page 7), as assessed by a qualified valuer. If we exercise the option, the Compensation for Easement Amount will be adjusted for CPI in accordance with the terms of the Option for Easement between when the Option for Easement is executed and when the option is exercised by us.</p> <p>The Compensation for Easement Amount is broken into two payments:</p> <ol style="list-style-type: none"> <li>The First Compensation for Easement Amount Payment is paid after you have received the option exercise notice. We will pay 80% of both the Compensation for Easement Amount and the Other Compensable Amount, or the value less \$50,000 (excluding GST), whichever value is greater.</li> <li>The Second Compensation for Easement Amount Payment is paid after the easement has been registered on your property title. We will pay the remaining balance, which will either be 20% of both the Compensation for Easement Amount and the Other Compensable Amount, or the \$50,000 (excluding GST) owing.</li> </ol>
<b>Other Compensable Amount</b>	<b>\$ Property specific</b>	A percentage of the Compensation for Easement Amount (excluding GST) payable to landholders to allow for other compensation requirements.

Payment	Amount	What it's for
<b>Option Exercise Disturbance Fee</b>	 Property specific	<p>The Option Exercise Disturbance Fee is payable after we have provided you with the option exercise notice. It includes:</p> <ul style="list-style-type: none"> <li>• Production Loss Fee, which is: <ul style="list-style-type: none"> <li>• an agreed amount for the value of lost crops (Lost Crop Value), if applicable; and/or</li> <li>• an agreed amount for the value of any other disturbance due to construction activities, for example, movement of livestock, loss or movement of fences or equipment not already compensated for (Other Agreed Disturbance Compensation Payment), if applicable.</li> </ul> </li> <li>• An amount equal to one year of the Construction Licence Fee.</li> </ul>
<b>Construction Licence Fee</b>	 Property specific	<p>The Construction Licence Fee is paid to compensate you for any loss, impact or interference with your land use as a result of required construction activities we or our authorised personnel undertake.</p> <p>The Construction Licence Fee is payable annually in advance from the date of exercise of the option for each year of construction on your property, as agreed in the Option for Easement. The first year of the Construction Licence Fee will be paid as part of the Option Exercise Disturbance Fee.</p> <p>The Construction Licence Fee will be calculated based on the indicative temporary construction area (as shown on the plan in the Option for Easement), the average value of the land in the indicative temporary construction area and a specified rate of return.</p>
<b>Land Rehabilitation Offset Payment</b>	 Property specific	<p>The Land Rehabilitation Offset Payment covers a period of 12 months after the completion of construction and is equal to the previous year's Construction Licence Fee (adjusted for any Construction Licence Fee pre-paid beyond the completion of construction).</p> <p>The Land Rehabilitation Offset Payment is to compensate for any residual impact on land use in the 12 months following the completion of construction. For example, any temporary reduction in the productive capacity of your land or land use due to its natural recovery after construction has finished. The Land Rehabilitation Offset Payment is payable within 20 business days of the construction completion date.</p>
<b>Reimbursement of reasonable legal fees and disbursements associated with registration of the easement</b>	 Up to <b>\$2,500</b> (excluding GST) for reasonable legal costs plus any reasonable disbursements	After registration of the easement, you will be reimbursed for the reasonable legal costs related to the registration of the easement, up to \$2,500 (excluding GST) and any reasonable disbursements made for the purposes of registering the easement. You will need to provide copies of tax invoices for these costs that you incur.
<b>Reimbursement of mortgagee or other third-party consent fees</b>	 Up to <b>\$1,000</b> (excluding GST) per consent required	If any mortgagee or other third-party holds an interest in your property, you will need to obtain their written consent for the Option for Easement, including you granting the Option for Easement and the grant and registration of the easement. We will reimburse your reasonable costs of, and incidental to, securing these consents, up to the amount of \$1,000 (excluding GST) per consent required (upon provision of copies of the tax invoices for costs incurred).
<b>Additional landholder payments</b>	 For a standard easement area, the payment rate of <b>\$8,000</b> per year per kilometre of new transmission easement hosted, for 25 years	On 24 February 2023, the Victorian Government announced additional payments for landholders hosting new transmission easements. For a standard transmission easement area, a rate of \$8,000 per year per kilometre of new transmission easement hosted, for 25 years. The payments will be in addition to the compensation and payments outlined above and as required under the <i>Land Acquisition and Compensation Act 1986</i> (Vic). The payments are intended to recognise the important role that landholders play in hosting critical transmission infrastructure, to connect renewable energy into the grid. More information about these payments will be provided when available.

# Frequently asked questions

## Who can landholders contact?

We have appointed a designated Land Liaison Officer (LLO) for each landholder with property within the proposed route for the Western Renewables Link. As a landholder, your Land Liaison Officer is your key contact person for all project matters during the planning and construction phases. In this process, the role of your Land Liaison Officer is to provide and receive information, answer questions and act as a conduit for negotiations between us and you. If you are unsure how to contact your Land Liaison Officer, please contact the project team on 1300 360 795 or via email [info@westernrenewableslink.com.au](mailto:info@westernrenewableslink.com.au).

## Will professional advice expenses be covered?

After you receive the Option for Easement proposal, the Landholder Professional Fees payment of \$10,000 (excluding GST) is available to assist you in the process of reviewing and negotiating the Option for Easement. This payment is not dependent on you signing the Option for Easement. See page 10 for more information.

Upon request, we may agree to reimburse further reasonable out-of-pocket legal costs and professional service provider fees that exceed the Landholder Professional Fees payment that are reasonably incurred and directly connected with negotiating the Option for Easement, if we have agreed to the amount beforehand.

To agree additional fees, you should advise your Land Liaison Officer and provide a copy of the fee estimate for review. For example, lawyers are required, in most cases, to provide a detailed estimate in writing at the start of their engagement. We will also ask you to provide all itemised invoices detailing the reasonable and direct legal costs and professional service provider fees incurred in negotiating the Option for Easement.

Where additional fees have been agreed, we will reimburse you after you've provided us with an invoice accompanied by an itemised invoice from your service provider that accurately reflects the complexity of the matter and the time involved in negotiating the Option for Easement.

If we exercise the option, after registration of the easement, you will be reimbursed for the reasonable legal costs related to the registration of the easement, up to \$2,500 (excluding GST) and any reasonable disbursements made for the purposes of registering the easement. See page 11 for more information.

## What are the key differences between an Option for Easement and compulsory acquisition of the easement?

The Option for Easement negotiation process is an important first step in working toward reaching an agreed commercial arrangement with you for the acquisition of the proposed transmission line easement, construction of infrastructure and ongoing operation of the Western Renewables Link on your property.

An Option for Easement will provide certainty about the compensation and payments you will receive and the timing of those payments if the Western Renewables Link is approved and constructed. It will provide flexibility for you to discuss and agree the access arrangements to be implemented during preliminary investigations on your property and, if the option is exercised and the easement acquired, construction on your property.

The compulsory acquisition of an easement is a statutory process, and the easement is acquired via the process outlined on page 14. The easement is vested in AusNet prior to you receiving an offer of compensation under the statutory process.

## How does this affect landholders with multiple titles?

The Option for Easement will only relate to the land title/s over which an easement is being sought. However, for the purposes of assessing compensation for the acquisition of the easement, the valuer will take into consideration adjoining land titles owned by the same landholder to determine the market value of the whole of the property with the easement and without the easement. This is known as the before and after method of valuation (as described on page 7). The valuer will also consider adjoining land owned by the same landholder when determining any enhancement or depreciation of that land, as a consequence of adjoining or being severed from the easement land in accordance with the *Land Acquisition and Compensation Act 1986* (Vic).

## What if the project does not gain approvals?

This is a complex project that requires completion of the Environment Effects Statement process, which will inform decisions about required State and Commonwealth approvals, before construction. We are currently finalising the Environment Effects Statement for submission to the Department of Transport and Planning. The Environment Effects Statement is expected to be submitted in 2023.

If you enter an Option for Easement with us now and the Western Renewables Link project changes or does not achieve the required approvals, an easement may no longer be required on your property. If this occurs, the Option for Easement will either terminate in accordance with the Option for Easement, or expire at the end of the specified time period. You will retain any payments already made to you.

## When does the Option expire?

The initial option period will expire on the date stated in the agreement, which will be a period of approximately two years. We can extend this option period by an additional 12 months with notice and payment of the Option Extension Fee to you. If we do not exercise the Option for Easement within the option period, the option will either terminate in accordance with the Option for Easement, or expire at the end of the specified time period. You will retain any payments already made to you.

## Does compensation cover sheds and farm equipment?

The Option for Easement proposal may contain provisions as agreed with you for property-specific impacts due to construction activities, if applicable. For example, a financial contribution towards replacement of, or movement of, impacted existing fencing or equipment or movement of livestock.

To ensure that the impacts to your property are captured and then considered within the Option for Easement, we encourage you to discuss these items with both the appointed project valuer and your Land Liaison Officer.



### Does compensation cover crops?

Lost Crop Value (if applicable) will be included in the Option for Easement as an agreed amount based on the value of any crops:

- (i) planted; or
- (ii) if the landholder provides AusNet the landholder's proposal of crops to be planted, proposed to be planted,

in a specified area which will not be capable of being harvested due to the exercise of the option.

### Is damage during construction covered?

Throughout the construction period, we will take all reasonable steps to ensure the least possible impact to your property.

Where any damage is caused by AusNet or its authorised persons when undertaking project activities under the Option for Easement, we will either make good the damage or, where agreed with a landholder, upon receipt of an invoice, reimburse the landholder for their reasonable costs incurred in rectifying the damage, as outlined in further detail in the Option for Easement.

### What about GST and other tax implications?

When making any payments to landholders, we will pay GST in accordance with the provisions of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth). We encourage you to seek professional advice regarding how GST or other tax implications applies to your individual circumstances.

As outlined on page 10, if you are eligible to receive the Landholder Professional Fees payment, we will make a payment of \$10,000 (excluding GST) to enable you to obtain legal, valuation and other professional advice to assist you in the process of reviewing and negotiating the Option for Easement.

### How does this relate to the landholder payments announced by the Victorian Government recently?

On 24 February 2023, the Victorian Government announced additional payments for landholders hosting new transmission easements. The new payments will be in addition to the compensation and payments outlined in this document and as required under the *Land Acquisition and Compensation Act 1986* (Vic). The payments are intended to recognise the important role that landholders play in hosting critical transmission infrastructure, to connect renewable energy into the grid. For a standard transmission easement area, the payment rate will be \$8,000 per year per kilometre of new transmission easement hosted, for 25 years.

More information about these payments will be provided when available.

# ARCHIVED DOCUMENT



# Statutory process – compulsory acquisition

## What happens if a negotiated agreement is not reached?

We will negotiate in good faith to agree an Option for Easement with you. Entering an Option for Easement is voluntary, and you can advise us that you do not wish to negotiate or enter an Option for Easement with us.

When a negotiated Option for Easement is not reached, electricity corporations, such as AusNet, may seek approval from the Governor in Council to compulsorily acquire an easement over private land to erect, lay and maintain powerlines, in accordance with the *Electricity Industry Act 2000* (Vic). Where a landholder has been engaged in Option for Easement negotiations before AusNet issues a notice of intention to acquire the easement, we will continue to work with you to try to reach an agreed Option for Easement if possible prior to the notice of acquisition being published in the Victoria Government Gazette (subject to statutory timeframes and requirements).

Compensation for the compulsory acquisition of an easement and reasonable and necessarily incurred legal, valuation and other professional fees will be paid in accordance with the provisions of the *Land Acquisition and Compensation Act 1986* (Vic).

## Steps in the statutory process

The statutory process for compulsory acquisition of an easement by AusNet is set out in the *Electricity Industry Act 2000* (Vic) and the *Land Acquisition and Compensation Act 1986* (Vic). The table below provides a high-level overview.

<b>Offer declined or not agreed</b>	Offer to enter into an Option for Easement is declined or agreement cannot be reached despite good faith negotiations.
<b>Project approvals</b>	State and Commonwealth project approvals obtained following decision-makers' consideration of the Minister's assessment of the project's environmental effects, via the Environment Effects Statement process.
<b>Seek Governor in Council approval</b>	We seek approval from the Governor in Council to compulsorily acquire the required easements under the <i>Electricity Industry Act 2000</i> (Vic) not secured through the negotiated Option for Easement process.
<b>Notice of intention to acquire</b>	If Governor in Council approval is granted to compulsorily acquire the required easement, notice of intention to acquire is sent to you in accordance with the process set out in the <i>Land Acquisition and Compensation Act 1986</i> (Vic).
<b>Notice of acquisition</b>	A notice of acquisition will be published in the Victorian Government Gazette and a copy will be sent to you. Upon publication in the Victorian Government Gazette of a notice of acquisition, the easement vests in AusNet.
<b>Compensation</b>	<p>After the notice of acquisition has been published in the Victorian Government Gazette, we will make you an offer of compensation for the easement. This will include the certificate of valuation prepared by the appointed valuer in accordance with the <i>Land Acquisition and Compensation Act 1986</i> (Vic). You must notify us whether you accept the offer of compensation by providing us with a notice of acceptance or provide us with a notice of claim in accordance the <i>Land Acquisition and Compensation Act 1986</i> (Vic).</p> <p>If agreement regarding compensation cannot be reached, the matter may be referred to the Victorian Civil and Administrative Tribunal (VCAT) or the Supreme Court of Victoria for determination.</p>










## Questions

We recognise that the requirements of each property and landholder are unique. This guide provides general information for landholders about the Option for Easement process. Your Land Liaison Officer is available to discuss any specific questions or concerns you have.

Contact details for your Land Liaison Officer can be provided by the project team on 1300 360 795 or via email [info@westernrenewableslink.com.au](mailto:info@westernrenewableslink.com.au).

## Western Renewables Link

 [www.westernrenewableslink.com.au](http://www.westernrenewableslink.com.au)  
 1300 360 795  
 [info@westernrenewableslink.com.au](mailto:info@westernrenewableslink.com.au)

Ballarat PO Box  
PO Box 638, Ballarat VIC 3353

## Information straight to your inbox

Sign up for information straight to your inbox at the project website [www.westernrenewableslink.com.au](http://www.westernrenewableslink.com.au).

## Feedback

You can provide feedback on this document via our website [www.westernrenewableslink.com.au](http://www.westernrenewableslink.com.au) or by calling 1300 360 795 or by emailing [info@westernrenewableslink.com.au](mailto:info@westernrenewableslink.com.au).

## Translation and interpretation services



If you need an interpreter, please call 13 14 50.

If you are deaf and/or find hearing or speaking with people on the phone difficult, please contact the National Relay Service on voice relay number 1300 555 727, TTY number 133 677 or SMS relay number 0423 677 767.

The information in this document is for reference only – it is not designed to be, nor should it be regarded, as professional or legal advice. You should seek appropriate independent professional and/or legal advice where appropriate and before making any decisions based on material in this document. The information is an overview (in summary form) and does not purport to be complete. This document, and the information in this document, will not form the basis of any contract or commitment. AusNet Services does not guarantee or warrant the accuracy, completeness, or currency of the information provided and AusNet Services, its directors, officers, employees, agents and advisers disclaim all liability and responsibility (including for negligence) for any direct or indirect loss or damage which may be suffered by any recipient through use or reliance on anything contained in or omitted from this document.

## Complaints

If you have a query, a compliment or a complaint, you can let us know by using the online enquiry form on [www.westernrenewableslink.com.au](http://www.westernrenewableslink.com.au). Or you can let us know by:

 1300 360 795  
 [info@westernrenewableslink.com.au](mailto:info@westernrenewableslink.com.au)  
 PO Box 638, Ballarat VIC 3353

You can also lodge a complaint or provide feedback directly to your Land Liaison Officer.

Complaint handling steps:

1. You can lodge a complaint with AusNet as outlined above.
2. We will acknowledge receipt of a complaint within two working days.
3. We aim to resolve the complaint within ten working days.
4. Where we cannot reach a resolution within ten working days, we will keep you informed of the progress being made with handling the complaint and provide a revised timeframe for resolving the complaint.
5. At any time, you may request to have your complaint escalated to the project senior management team.

If your complaint or question relates to the RIT-T process, you can raise it with AEMO by emailing [WestVicRITT@demo.com.au](mailto:WestVicRITT@demo.com.au).

If your complaint or question relates to the Environment Effects Statement process, you can raise it with the Department of Transport and Planning by emailing [environment.assessment@delwp.vic.gov.au](mailto:environment.assessment@delwp.vic.gov.au).

If your complaint cannot be resolved, you can escalate your complaint to the Energy and Water Ombudsman Victoria.

## Other sources of information

**Australian Energy Infrastructure Commissioner** ([www.aeic.gov.au](http://www.aeic.gov.au)) including information about how to make a complaint, best industry practice and resources for landholders.

### Australian Energy Market Operator

([www.aemo.com.au](http://www.aemo.com.au)) including information on the Regulatory Investment Test for Transmission (RIT-T) process for this project.

### Energy and Water Ombudsman Victoria

([www.ewov.com.au](http://www.ewov.com.au)) including information about complaints and dispute resolution.

### Energy Safe Victoria

([www.esv.vic.gov.au](http://www.esv.vic.gov.au)) including information about the safe design and operation of high voltage transmission networks in Victoria.

### Environment Effects Statement Process in Victoria

([www.planning.vic.gov.au/environment-assessment/what-is-the-ees-process-in-victoria](http://www.planning.vic.gov.au/environment-assessment/what-is-the-ees-process-in-victoria)) including information about the environment assessment process managed by the Department of Transport and Planning.

### Essential Services Commission

([www.esc.vic.gov.au](http://www.esc.vic.gov.au)) including information about the regulation of transmission licenses in Victoria and the Electricity Transmission Company Land Access Statement of Expectations.

### Valuer General of Victoria

([www.land.vic.gov.au/valuations/first-time-here/about-valuer-general-victoria](http://www.land.vic.gov.au/valuations/first-time-here/about-valuer-general-victoria)) including general information about how land is valued in Victoria.