



Victoria Government Gazette

No. S 64 Thursday 28 February 2019
By Authority of Victorian Government Printer

Land Acquisition and Compensation Act 1986 FORM 7

S. 21(a)
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Secretary to the Department of Transport, being the project authority appointed in accordance with the **Major Transport Projects Facilitation Act 2009** for an approved project, being the West Gate Tunnel Project, declares that by this notice it acquires the following interests in part of the land contained in Crown Grant Volume 11942 Folio 389 and Volume 11660 Folio 283:

- the interest held by Melbourne Port Lessor Pty Ltd, and all other interests, in that part of the land shown as Parcels 3, 4, 5, 6, 9, 10, 11, 12, 206, 209 and 216 on Survey Plan SP23764A;
- the interest held by Melbourne Port Lessor Pty Ltd, and all other interests, in that part of the land in stratum 5.8 metres above the existing surface of the land shown as Parcels 1, 7, 8, 13, 14, 15, 205 and 207 on Survey Plan SP23764A;
- a drainage easement over that part of the land marked E-1 on Survey Plan SP23764A on the essential terms of which are set out in the attached document; and
- a utility easement over that part of the land marked E-2, E-3, E-4 and E-5 on Survey Plan SP23764A on the essential terms of which are set out in the attached document.

Published with the authority of the Secretary to the Department of Transport.

For and on behalf of the
Secretary to the Department of Transport

Signed TIM CULLINAN

Name Tim Cullinan
Director, Transport Property
Department of Transport

Dated 28 February 2019

SPECIAL

TERMS OF DRAINAGE EASEMENT MARKED E-1 ON SURVEY PLAN SP23764A TO BE ACQUIRED:**1. Permitted Purpose**

A full and unrestricted right and liberty over the Servient Land for the Secretary, Department of Transport and the Secretary's Agents from time to time and at all times after the date of this Easement, to enter in and upon and to exit from the Servient Land with or without motor vehicles, engines, plant and equipment and to remain on the Servient Land for any of the purposes set out in this Easement namely:

- (a) to clear any vegetation or obstruction on the Servient Land;
- (b) to dig, excavate and break the surface of the Servient Land including making trenches;
- (c) to bring onto the Servient Land and to install, operate, maintain, repair, alter, add to, renew, inspect, protect, remove (or remove and replace) the Infrastructure; and
- (d) to use the Infrastructure to carry, convey and transport water.

2. Grantor's obligations

The Grantor will not:

- (a) damage, or allow to be damaged by its servants, agents, employees, contractors or invitees, the Infrastructure or the surface of the Servient Land;
- (b) carry out, or allow to be carried out, in or on the Servient Land any activity which is inconsistent with this Easement;
- (c) carry out, or allow to be carried out, any activity in or on the Servient Land which constitutes a nuisance or hindrance to the exercise by the Grantee of its rights under this Easement;
- (d) excavate, dig, drill, grade or change the contour of the Servient Land or allow any such activities to be carried out in or on the Servient Land other than by the Grantee including without limitation not deep ripping across the top of the Infrastructure;
- (e) construct or erect, or allow to be constructed or erected, any building or other permanent structure on the Servient Land;
- (f) plant or cultivate, or allow to be planted or cultivated, trees on the Servient Land;
- (g) do, or permit others to do, anything which would, or would be likely to, adversely affect the Grantee exercising its rights under this Easement;
- (h) not traverse the Infrastructure in circumstances where the soil above the Infrastructure is saturated with water or with any vehicle with a loaded weight likely to damage the Infrastructure;
- (i) park any vehicle other than a passenger vehicle on the Servient Land; and
- (j) store any shipping containers, or any material or equipment which may cause damage to the Infrastructure.

3. Grantee's obligations

- (a) The Grantee is responsible for the repair and maintenance of the Infrastructure.
- (b) In exercising the Grantee's rights under this Easement the Grantee will take all reasonable steps to:
 - (i) cause as little harm and inconvenience as is reasonably practicable in the circumstances including in relation to the removal of vegetation;
 - (ii) not stay on the Servient Land for any longer than is reasonably necessary for the purpose of entry;
 - (iii) reinstate the trench and surface, as far as reasonably practicable, with the same material and to the same profile as existed before the installation; and
 - (iv) consult and cooperate as much as is reasonably practicable with the Grantor in relation to the times of entry and the works to be done.

- (c) The Grantee will not allow any contamination, pollution or other environmental hazard to occur or escape from the Infrastructure or in exercising the Grantee's rights under this Easement.
- (d) The Grantee will not cause any damage, or allow any damage to be caused by the Grantee's Agents, and rectify all damage caused by it in exercising its rights under this Easement.

4. Grantee's acknowledgements and agreements

- (a) The Grantee will not unreasonably withhold its consent to the:
 - (i) use of the area above or adjacent to the Infrastructure for services;
 - (ii) the use and crossing of the Easement; and
 - (iii) provided always such use, crossing and connection does not adversely interfere with the services provided in the Infrastructure.
- (b) Both the Grantor and the Grantee must, at their own cost (except as otherwise provided in this Easement), act reasonably and in good faith towards one another and:
 - (i) promptly do; and
 - (ii) provide prompt and reasonable assistance to allow the other party to do, the things referred to in and contemplated by this Easement.

TERMS OF UTILITY EASEMENT MARKED E-2, E-3, E-4 AND E-5 ON SURVEY PLAN SP23764A TO BE ACQUIRED:

1. Permitted Purpose

A full and unrestricted right and liberty over the Servient Land for the Secretary, Department of Transport and the Secretary's Agents from time to time and at all times after the date of this Easement, to enter in and upon and to exit from the Servient Land with or without motor vehicles, engines, plant and equipment and to remain on the Servient Land for any of the purposes set out in this Easement namely:

- (a) to clear any vegetation or obstruction on the Servient Land;
- (b) to dig, excavate and break the soil of the Servient Land including making trenches;
- (c) to bring onto the Servient Land and to install, operate, maintain, repair, alter, add to, renew, inspect, protect, remove (or remove and replace) the Infrastructure; and
- (d) to use the Infrastructure to carry, convey and transport various infrastructure services including telecommunications.

2. Grantor's obligations

The Grantor will not:

- (a) damage, or allow to be damaged by its servants, agents, employees, contractors or invitees, the Infrastructure or the surface of the Servient Land;
- (b) carry out, or allow to be carried out, in or on the Servient Land any activity which is inconsistent with this Easement;
- (c) carry out, or allow to be carried out, any activity in or on the Servient Land which constitutes a nuisance or hindrance to the exercise by the Grantee of its rights under this Easement;
- (d) excavate, dig, drill, grade or change the contour of the Servient Land or allow any such activities to be carried out in or on the Servient Land other than by the Grantee including without limitation not deep ripping across the top of the Infrastructure;
- (e) construct or erect, or allow to be constructed or erected, any building or other permanent structure on the Servient Land;
- (f) plant or cultivate, or allow to be planted or cultivated, trees on the Servient Land;

- (g) do, or permit others to do, anything which would, or would be likely to, adversely affect the Grantee exercising its rights under this Easement;
- (h) not traverse the Infrastructure in circumstances where the soil above the Infrastructure is saturated with water or with any vehicle with a loaded weight likely to damage the Infrastructure;
- (i) park any vehicle other than a passenger vehicle on the Servient Land; and
- (j) store any shipping containers, or any material or equipment which may cause damage to the Infrastructure.

3. Grantee's obligations

- (a) The Grantee is responsible for the repair and maintenance of the Infrastructure.
- (b) In exercising the Grantee's rights under this Easement the Grantee will take all reasonable steps to:
 - (i) cause as little harm and inconvenience as is reasonably practicable in the circumstances including in relation to the removal of vegetation;
 - (ii) not stay on the Servient Land for any longer than is reasonably necessary for the purpose of entry;
 - (iii) reinstate the trench and surface, as far as reasonably practicable, with the same material and to the same profile as existed before the installation; and
 - (iv) consult and cooperate as much as is reasonably practicable with the Grantor in relation to the times of entry and the works to be done.
- (c) The Grantee will not allow any contamination, pollution or other environmental hazard to occur or escape from the Infrastructure or in exercising the Grantee's rights under this Easement.
- (d) The Grantee will not cause any damage, or allow any damage to be caused by the Grantee's Agents, and rectify all damage caused by it in exercising its rights under this Easement.

4. Grantee's acknowledgements and agreements

- (a) The Grantee will not unreasonably withhold its consent to the:
 - (i) use of the area above or adjacent to the Infrastructure for services;
 - (ii) the use and crossing of the Easement; and
 - (iii) provided always such use, crossing and connection does not adversely interfere with the services provided in the Infrastructure.
 - (b) Both the Grantor and the Grantee must, at their own cost (except as otherwise provided in this Easement), act reasonably and in good faith towards one another and:
 - (i) promptly do; and
 - (ii) provide prompt and reasonable assistance to allow the other party to do, the things referred to in and contemplated by this Easement.
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