



Victoria Government Gazette

No. S 246 Friday 20 May 2022
By Authority of Victorian Government Printer

Major Transport Projects Facilitation Act 2009

APPROVED FORM UNDER SECTION 113A

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Secretary to the Department of Transport, as the project authority for the approved project known as North East Link Project, declares that by this notice it acquires the following interest in part of the land described as Lot 2 on Plan of Subdivision 200530V, contained in Certificate of Title Volume 09630 Folio 788.

An easement for sewerage purposes over the land shown as E-1 and E-2 on Survey Plan 24428, the terms of the easement to be acquired are set out in Schedule One below.

The acquisition is made pursuant to section 112 of the **Major Transport Projects Facilitation Act 2009** for the purpose of the North East Link Project.

A notice of intention to acquire the interest in the land was served on 14 December 2021.

The Secretary to the Department of Transport further declares, for the purposes of section 114(1) of the **Major Transport Projects Facilitation Act 2009**, that the land acquired by this Notice is to vest in the project authority.

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

Signed: BRYAN YEOW

Name: Bryan Yeow
Director, Land Acquisition
Department of Transport

Date 20 May 2022

Schedule One

TERMS OF EASEMENT

Terms of Easement – Melbourne Water (Sewerage)

1. Interpretation

1.1 References to statutes

A reference to a statute, ordinance, code or other law includes any regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the date of the acquisition of easement.

1.2 Joint and several obligations

An agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally and an agreement, representation or warranty on the part of two or more persons binds them jointly and severally.

1.3 Persons

Unless the contrary intention appears, the word person includes a firm, a body corporate, an unincorporated association or an authority.

1.4 Grantor

Grantor includes the Grantor's administrators, successors, transferees, assigns, licensees, employees, agents, contractors and subcontractors.

SPECIAL

1.5 Grantee

Grantee includes the Grantee's administrators, successors, transferees, assigns, licensees, employees, agents, contractors and subcontractors.

1.6 Works

Works means pipelines and any other works and items in connection with or incidental to the use of the Servient Land for water supply purposes.

2. Easement description

The Secretary to the Department of Transport (Grantee) may at all times:

- (a) use the Servient Land for sewerage purposes;
- (b) construct, lay, place in, on or under the Servient Land the Works; and
- (c) inspect, maintain, repair, alter, remove, patrol, replace or destroy the Works; and
- (d) use the Works; and
- (e) clear and keep free the Servient Land of anything which is or may be an obstruction to the rights granted under the creation of easement including, without limitation, all improvements, structures, trees, plants and soil fill and to maintain the present grades and contours of the Servient Land; and
- (f) enter upon with or without plant and equipment the Servient Land to exercise the rights granted under these Terms of Easement.

3. Grantee's Covenants

3.1 Grantor's rights of use

The registered proprietor of the servient land (Grantor) may continue to use and enjoy the Servient Land so long as that use and enjoyment does not interfere with the rights of the Grantee under these Terms of Easement.

3.2 Grantor's further rights of use

The Grantor may use the Servient Land in a manner which interferes with the rights of the Grantee (including, without limitation, the planting of any crops, trees or shrubs) only with the prior written consent in of the Grantee, which consent may be withheld in the Grantee's absolute discretion.

3.3 Restoration

The Grantee must:

- (a) complete all works undertaken in exercising the rights granted under the easement; and
- (b) do as little damage as possible to the Servient Land and where works are undertaken by the Grantee restore the surface of the Servient Land to as nearly as reasonably possible the condition in which the Servient Land was immediately prior to the commencement of the work.

4. Grantor's Covenants

4.1 Covenants

The Grantor must not:

- (a) plant or permit to be planted any trees or shrubs on the Servient Land; and
- (b) erect any structure, foundation, pavement or other improvements on the Servient Land; and
- (c) use or permit to be used any explosives on or under the Servient Land; and
- (d) alter or permit to be altered (other than by nature) the grade and contours of the Servient Land; and
- (e) interfere with the rights and privileges of the Grantee under the easement;

unless with the prior written consent of the Grantee (which consent may be withheld in the Grantee's absolute discretion).

4.2 Indemnity

The Grantor indemnifies the Grantee against all suits, actions, claims or demands for any compensation, damages, expenses or costs arising out of a consent given by the Grantee under these Terms of Easement.

5. Administration and Legislation**5.1 Communication**

All notices, demands, documents and other communications (Communications) in connection with this easement may be given by prepaid, registered or certified mail at the following addresses:

- (a) for the Grantor – at the latest address shown of the Grantor in the folio of the Register for the Servient Land under the **Transfer of Land Act 1958**; and
- (b) for the Grantee – the latest address notified to the Registrar of Titles under the **Transfer of Land Act 1958**,

or as agreed between the Grantor and the Grantee.

The Communication is taken to be received on the third (seventh, if posted to or from a place outside Australia) day after posting.

5.2 Statutory provisions

Nothing in these terms of easement affects or limits any functions, powers, duties and objectives of the Grantee under any statute which applies to the Grantee and where necessary this easement must be read down to the extent required to give the relevant clause legal effect.

5.3 Works to remain the property of the Grantee

Despite any rule of law or equity, the Works will at all times remain the property of the Grantee and may be left on or within the Servient Land whether in use or not.

6. Successors

Each of the provisions of these terms are essential terms of the easement and apply to the Grantor, the Grantor's successors and the registered proprietor for the time being of the Servient Land.

ive

The *Victoria Government Gazette* is published by IVE Group Limited with the authority of the Government Printer for the State of Victoria

© State of Victoria 2022

This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act.

Address all enquiries to the Government Printer for the State of Victoria
Level 2, 1 Macarthur Street
Melbourne 3002
Victoria Australia

How To Order



**Retail &
Mail Sales**

Victoria Government Gazette

Ground Floor, Building 8,
658 Church Street,
Richmond 3121

DX 106 Melbourne



Telephone

(03) 8523 4601

email

gazette@ivegroup.com.au

Price Code A