



# Victoria Government Gazette

No. S 364 Wednesday 22 July 2020  
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## 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 North East Link Project, declares that by this notice it acquires the following interests in the land described as parcel 620 on Survey Plan 24111A more particularly described in Certificate of Title Volume 09677 Folio 271 (Lot 1 TP740689N):

An easement for electricity over that part of the land shown as E-3, E-5, E-6, E-8 and E-9 and an easement for gas over that part of the land shown as E-3, E-4, E-5, E-6, E-7, E-8 and E-10 on Survey Plan 24111A on the terms of easement to be acquired set out in the attached documents.

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 BRYAN YEOW

Name Bryan Yeow  
Director, Land Acquisition  
Department of Transport

Dated 22 July 2020

**SPECIAL**

TERMS OF EASEMENT TO BE ACQUIRED  
ELECTRICITY

1. The Grantor grants to the Grantee full and free right and liberty for the Grantee at all times to:
  - (a) construct, lay, place, erect or install Electrical Works in, on or under the Servient Land;
  - (b) inspect (including by aircraft or helicopter), maintain, repair, alter, remove, patrol, replace or destroy the Electrical Works;
  - (c) use the Electrical Works;
  - (d) clear and keep free the Servient Land of anything whether above or below ground which is or may be an obstruction to the exercise of the rights granted by this document, including all improvements, buildings, trees, plants, soil, fill, works or structures whatsoever;
  - (e) maintain and change the present grades and contours of the Servient Land;
  - (f) enter and remain upon and pass over the Servient Land with or without plant, machinery, vehicles, equipment or materials to exercise the rights granted under this document;
  - (g) construct and maintain fencing or any gates in fences crossing the Servient Land; and
  - (h) carry out on the Servient Land such digging, cutting and excavating as may be reasonably necessary in relation to the Electrical Works (but so that every excavation will be covered in as soon as reasonably possible).
2. The Grantor must not do or permit to be done on the Servient Land or any land in the proximity of the Servient Land any act, matter or thing which interferes or is likely to interfere with the rights of the Grantee under this document or with the Grantee's Electrical Works, including by planting any vegetation, erecting any structures, the storage of any materials or excavating or digging.
3. In performing and observing the covenants and conditions in this instrument, the Grantee may peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation or interference on the part of the Grantor.
4. Nothing in this document restricts or limits the rights of the Grantee under the **Electricity Industry Act 2000**, the **Electricity Industry (Residual Provisions) Act 1993** or any other legislation which affects the Grantee.
5. Despite any rule of law or equity to the contrary or that the Electrical Works may be annexed or affixed to the Servient Land, the Electrical 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. In this document:

**Electrical Works** includes:

  - (a) one or more poles, wires, marker posts, service pillars, towers, earth grids, stakes, cables, conductors, stays or guide wires, substations, switches, isolators, transformers, fuses, pipes, ducts, outlets, conduits, tunnels, cubicles and junction boxes and other apparatus, appliances and protective coverings as may be required or desirable for the transmission of electricity;
  - (b) the fixing and covering in of all such works; and
  - (c) all other equipment, installations and appurtenances whether or not similar to the foregoing as may be useful or convenient in connection therewith.

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

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

The term **transmission of electricity** is not limited by any definition in any legislation, licence or planning instrument and includes the passage of electricity by any means and for any purpose whatsoever.

Where any form of the word 'include' is used it is to be read as if followed by the words 'without limitation'.

## TERMS OF EASEMENT

### GAS

#### 1. Definitions

In these terms of easement, unless the contrary intention appears 'Appliances' means pipelines designed to convey liquid or gaseous hydrocarbons, gas, gas products or by-products and any other substance that may be conveyed by pipeline and all other works and items in connection with or incidental to a pipeline or the Grantee's undertaking including, without limitation, any communication and power systems, conduits, posts, pillars, stays, fittings, meters, connections, heat exchangers, security fencing, marker posts or other apparatus.

#### 2. Easement description

The Grantee may at all times:

- (a) construct, lay, place in, on or under the Servient Land the Appliances; and
- (b) inspect (including, without limitation, inspect by aircraft or helicopter), maintain, repair, alter, remove, patrol, replace or destroy the Appliances; and
- (c) use the Appliances; and
- (d) clear and to 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
- (e) enter upon with or without plant and equipment the Servient Land to exercise the rights granted under the creation of easement.

#### 3. Grantee's Covenants

##### 3.1 Grantor's rights of use

The 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 the creation of easement.

##### 3.2 Restoration

The Grantee must:

- (a) complete all works undertaken in exercising the rights granted under the creation of easement; and
- (b) where practicable, bury any pipeline constructed by the Grantee to a minimum depth of 0.75 metres below the surface of the Servient Land; and
- (c) do as little damage as possible to the Servient Land and restore the surface of the Servient Land to as nearly as reasonably possible to the condition in which the Servient Land was immediately prior to the commencement of the work.

##### 3.3 Compensation

In exercising the rights granted under the creation of easement, if required by the Grantor, the Grantee must pay reasonable compensation to the Grantor for any loss suffered by the Grantor for any damage to the Servient Land or any crops, plants, stocks or improvements situated on the Servient Land, which have not been situated in breach of this memorandum. If the Grantor and the Grantee are unable to agree to the amount of compensation, the **Land Acquisition and Compensation Act 1986** and any other statutory provision which may apply to the creation of easement, use of the Appliances or claim for compensation applies. In assessing compensation, any other compensation which the Grantor may have received or to which the owner may be entitled is to be taken into account.

### 3.4 Indemnity

The Grantee indemnifies the Grantor against all damage, injury or nuisance that may be caused, or occasioned by, the escape of liquid or gaseous hydrocarbons, Gas, and any Gas products or by-products, and any other substance from the Appliances onto, or over the Servient Land, if such damage arises from any failure of the Grantee to construct, maintain, and operate the Appliances in a proper and safe manner and design having regard to knowledge as at the date of the creation of easement,

The Grantee indemnifies the Grantor against all suits, actions, claims or demands by any person, including any servant, or agent, of the Grantor for any compensation, damages, expenses or costs, arising out of the construction, maintenance, operation or existence of the Appliances on, over, or under the Servient Land.

This indemnity does not apply to any suit, claim or demand that:

- (a) is settled by way of compromise by the Grantor without the prior written consent of the Grantee. The giving of such consent is not to be taken, or to be, or constitute, an admission by the Grantee with respect to this indemnity; or
- (b) arises out of lack of due care, or diligence, on the part of the Grantor.

## 4. **Grantor's Covenants**

### 4.1 Covenants

The Grantor must not:

- (a) cultivate, dig or excavate or permit to be cultivated, dug or excavated any part of the Servient Land to a depth greater than 0.3 metres; and
- (b) plant or permit to be planted any trees or shrubs on the Servient Land; and
- (c) erect any structures or other improvements on the Servient Land; and
- (d) excavate, drill, install or erect or permit to be excavated, drilled or erected any pit, well, foundation, pavement or other structure or installation on or under the Servient Land; and
- (e) use or permit to be used any explosives on or under the Servient Land; and
- (f) alter or permit to be altered (other than by nature) the grade and contours of the Servient Land; and
- (g) interfere with the rights and privileges of the Grantee under the creation of 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 this creation of easement.

## 5. **Administration and Legislation**

### 5.1 Statutory provisions

Nothing in this creation of easement affects or limits the functions, powers, duties, rights or obligations of the Grantee under any statute which applies to the Grantee, including those which may apply to the Appliances and where necessary this creation of easement must be read down to the extent required to give the relevant statutory provision legal effect.

### 5.2 Appliances to remain the property of the Grantee

Despite any rule of law or equity that the Appliances may be annexed or affixed to the Servient Land, the Appliances 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.

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