



Victoria Government Gazette

No. S 163 Friday 1 April 2022
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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 the North East Link Project, declares that by this notice it acquires the following interests in part of the land described as Lot 1 on TP519432P, contained in Certificate of Title Volume 08873 Folio 904:

- (a) The interest in fee simple of Carey Baptist Grammar School Limited (ACN: 051 576 062) as registered proprietor of the land shown as parcel 1 on Survey Plan 24289, and all other interests.
- (b) An easement for sewerage purposes over the land shown E-1 and E-2 on Survey Plan 24289, the terms of which 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 interests in the land was served on 3 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 1 April 2022

Schedule One Terms of Easement

Yarra Valley 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, reenactments or replacements of any of them occurring at any time before or after the date of the date of acquisition of the 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 Definitions and Interpretation

In these Terms of Easement unless the context requires otherwise:

- (a) a gender includes the other genders;

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- (b) the singular includes the plural and vice versa;
- (c) the Grantor includes the Grantor's administrators, successors, transferees, assigns, licensees, employees, agents, contractors and sub-contractors;
- (d) the Grantee includes the Grantee's administrators, successors, transferees, assigns, licensees, employees, agents, contractors and sub-contractors, each of whom may exercise the rights granted under this easement;
- (e) where any form of the word 'include' is used it is to be read as if followed by the words 'without limitation';
- (f) words defined in **A New Tax System (Goods and Services Tax) Act 1999** (Cth) have the same meaning in clauses about GST;
- (g) references to GST extend to any notional liability of any person for GST and to any amount which is treated as GST under the GST law, and references to an input tax credit extend to any notional input tax credit to which any person is entitled;
- (h) **Water** means water, whether or not it contains impurities, and includes **recycled water**; and
- (i) **Assets** means any one or more of the following:
 - (i) water storage basins and ponds and associated works;
 - (ii) pipeline works;
 - (iii) roads or access tracks;
 - (iv) channel and/or drainage works;
 - (v) fences and gateways;
 - (vi) sewerage, water supply and drainage facilities; and
 - (vii) all other equipment, installations and appurtenances whether or not similar to the foregoing as may be useful or convenient in connection therewith.

2. Permitted Purposes

The registered proprietor of the land the subject of this easement (**Grantor**) grants to the Secretary to the Department of Transport (**Grantee**) the full and free right at all times to:

- (a) enter and remain upon the servient land and obtain ingress to and egress from and pass over the servient land with or without plant, equipment, vehicles and materials;
- (b) construct and maintain gates in fences crossing the servient land;
- (c) construct, lay, place, erect and install assets in, on and under the servient land;
- (d) patrol, inspect (including by aircraft and helicopter), maintain, repair, alter, remove, replace and destroy the assets;
- (e) use, operate and maintain the assets, including by the storage of or passage through the assets of sewerage;
- (f) temporarily locate and store plant, equipment, vehicles and materials in connection with any of the purposes described in paragraphs (c) – (e) above;
- (g) 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;
- (h) maintain or change the present grades and contours of the servient land;
- (i) carry out in, on or under any part of the servient land such digging, cutting and excavating as may be reasonably necessary in relation to the assets or in relation to the exercise of any rights under the easement;
- (j) upon reasonable notice, exclude third parties to carry out maintenance and other works on or in relation to the assets; and

- (k) without limiting any other power or right granted under this document, exercise the rights, powers, duties and functions of the Grantee under the **Water Act 1989** or any other legislation from time to time relating to the distribution, sale or supply of water, sewerage or similar services or under any licence granted to the Grantee under that legislation or any other such legislation.

3. **Obligations of the Grantee**

The Grantee must:

- (a) when exercising the rights conferred by the easement:
 - (i) do as little damage to the servient land as is reasonably practicable; and
 - (ii) cause as little interference to the operations of the Grantor on the servient land as is reasonably practicable; and
- (b) cover in any excavation works on the servient land as soon as reasonably practicable after completion of those works.

4. **No obstruction by the Grantor**

- (a) The Grantor acknowledges and agrees that the Grantee must at all times, have uninterrupted control and access to the servient land.
- (b) The Grantor must not do or permit to be done on the servient land or on 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 the instrument or with the assets including by planting any vegetation, erecting any structures or any excavating or digging.

5. **Ownership of assets**

Despite any rule of law or equity to the contrary or that the assets may be annexed or affixed to the servient land, the assets will at all times remain the property of the Grantee (or any person to whom the Grantee sells or otherwise disposes of the assets) and may be left on or within the servient land whether in use or not.

6. **No limitation**

Nothing in these Terms of Easement restricts or limits the rights and obligations of the Grantee under the **Water Industry Act 1994** or any licence under that Act or any rights or obligations of the Grantee under any other legislation for the time being relating to the distribution, sale or supply of water, sewerage or similar services or any licence under any other such legislation.

7. **GST**

A recipient of a taxable supply under these Terms of Easement must:

- (a) pay to the supplier an additional amount equal to any GST on any supply by the supplier under the instrument, without deduction or set-off of any other amount; and
- (b) make that payment in addition to and at the same time as the other consideration, or part of it, must be paid or provided.

The requirement to pay an amount in respect of GST is subject to the party making a taxable supply under this document issuing a tax invoice to the other party.

8. **Successors**

Each of the Terms of Easement 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.

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The Secretary to the Department of Transport, as the project authority for the approved project known as the North East Link Project, declares that by this notice it acquires the following interest in part of the land described as Lot 1 on Plan of Subdivision 406504J in Certificate of Title Volume 10468 Folio 030:

The interest in fee simple of Veneto Club (ACN: 004 843 752) as registered proprietor of the land shown as parcels 1 and 2 on Survey Plan 24430, and all other interests in the land.

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 interests in the land was served on 3 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 1 April 2022

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The Secretary to the Department of Transport, as the project authority for the approved project known as the North East Link Project, declares that by this notice it acquires the following interest in part of the land described as Land in Plan of Consolidation 351514W, contained in Certificate of Title Volume 10167 Folio 046:

The interest in fee simple of Trustees of the Marist Brothers (ARBN: 064 875 510) as registered proprietor of the land shown as parcel 1 on Survey Plan 24287, and all other interests.

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

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The Secretary to the Department of Transport, as the project authority for the approved project known as the North East Link Project, declares that by this notice it acquires the following interests in part of the land described as Lot 1 Plan of Subdivision 310618B, being the land contained in Certificate of Title Volume 10083 Folio 802:

The interest in fee simple of ALH Group Property Holdings Pty Ltd (ACN: 114 682 969) as registered proprietor of the land shown as parcel 1 on Survey Plan 24288, and all other interests.

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 interests in the land was served on 3 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.

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