

**N2N-LGL-L-2**

Date:

**ARTC**

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**Licence to perform works on a public road - Section 138 Roads Act 1993 (NSW)**

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**2-0000-250-PLA-00-PN-0367 - Unformed Road**  
**2-0000-250-PLA-00-PN-0366 – Unformed Road**  
**2-0000-250-PLA-00-PN-0361 – Cumbil Road**  
**2-0000-250-PLA-00-PN-0360 – Unformed Road x 2**  
**2-0000-250-PLA-00-PN-0355 – Unformed Road**  
**2-0000-250-PLA-00-PN-0354 – Berdeen Road**  
**2-0000-250-PLA-00-PN-0351 - Kenebri Road**  
**2-0000-250-PLA-00-PN-0337 - Baradine Road**  
**2-0000-250-PLA-00-PN-0329 – Unformed Road**  
**2-0000-250-PLA-00-PN-0314 – Unformed Road**

**Dated:**

**Australian Rail Track Corporation Limited**

**Warrumbungle Shire Council**

## REFERENCE SCHEDULE

Item	Subject	Clause	Details and meaning of term
1	<b>Parties</b>	1.1, 14.1	
	<b>Licensor</b>		
	Name		Warrumbungle Shire Council ABN 63 348 671 239, a local government authority constituted under the <i>Local Government Act 1993</i> (NSW)
	Address		14 - 22 John Street Coonabarabran, NSW 2357
	Attention		General Manager
	<b>ARTC</b>		
	Name		Australian Rail Track Corporation Limited ACN 081 455 754
	Address		11 Sir Donald Bradman Drive, Keswick Terminal SA 5035
	Attention		Program Property Manager NSW/VIC
2	<b>Licensed Area</b>	1.1, Annexure A	Those areas of the Land identified on the Licensed Area Plan as Permanent Acquisition Area (depicted by red hatch), or any one or more of those areas as the context may require
3	<b>Land</b>	1.1	The land forming part of the public road known as: 2-0000-250-PLA-00-PN-0367 - Unformed Road 2-0000-250-PLA-00-PN-0366 – Unformed Road 2-0000-250-PLA-00-PN-0361 – Cumbil Road 2-0000-250-PLA-00-PN-0360 – Unformed Road x 2 2-0000-250-PLA-00-PN-0355 – Unformed Road 2-0000-250-PLA-00-PN-0354 – Berdeen Road 2-0000-250-PLA-00-PN-0351 - Kenebri Road 2-0000-250-PLA-00-PN-0337 - Baradine Road 2-0000-250-PLA-00-PN-0329 – Unformed Road 2-0000-250-PLA-00-PN-0314 – Unformed Road  and located in the local government area of Warrumbungle Shire Council.
4	<b>Permitted Use</b>	1.1, 4	Preliminary Construction Works (as defined in clause 1.2)
5	<b>Term</b>	1.1, 2.2, 2.3	5 Years, commencing on the Commencement Date and ending on the date determined in accordance with clause 2.2 (including any period of holding over under clause 2.3)
6	<b>Commencement Date</b>	1.1, 2.2	The date of this licence
7	<b>Termination Date</b>	1.1, 2.2	The date being 5 years after the Commencement Date
8	<b>Licence Fee</b>	1.1, 3	\$1 plus GST per annum as at the Commencement Date
9	<b>Public liability insurance amount</b>	11.3	\$20,000,000

## BACKGROUND

- A. The Licensor is the roads authority under the Roads Act for, and the owner of, the Land.
- B. ARTC is responsible for delivering the Inland Rail freight railway project. In due course, the Licensed Area will be required for Railway Operations in connection with that project.
- C. The Licensor and TfNSW have entered into or will enter into an agreement under section 29 of the Just Terms Act in respect of each Licensed Area, which (amongst other things) will provide that the freehold interest in the Licensed Area will be acquired by TfNSW by compulsory process pursuant to section 19 of the Just Terms Act. TfNSW will then lease the Licensed Area to ARTC for additional construction works and Railway Operations.
- D. The parties have agreed to enter into this licence prior to the completion of the compulsory acquisition by TfNSW of the freehold interest in the Licensed Area, to facilitate the carrying out of Preliminary Construction Works on the Licensed Area in accordance with ARTC's required project timeframes.

## TERMS

### 1. DEFINITIONS

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#### 1.1 Reference Schedule definitions imported

A term which is capitalised in column 2 of the Reference Schedule ("Subject") has the meaning set out adjacent to that term in column 4 of the Reference Schedule ("Details and meaning of term"), unless the context requires otherwise.

#### 1.2 Other definitions

In this licence, the following words have the following meanings, unless the context requires otherwise:

**Approvals** means all consents, permits, approvals, licences and authorisations required to be obtained under a Law or from an Authority before something may be lawfully done.

**ARTC's Associates** means ARTC's employees, officers, directors, contractors (and their sub-contractors), licensees, consultants, agents, invitees and any other person authorised by ARTC for the purposes of this licence.

**ARTC Property** means:

- (a) all Rail Infrastructure Facilities;
- (b) any item of infrastructure installed within the Licensed Area by or on behalf of ARTC for the purposes of Preliminary Construction Works or future Railway Operations;
- (c) Services installed by ARTC which will exclusively service the future Railway; and
- (d) all other Equipment, goods, fittings, materials and other items owned by ARTC or ARTC's Associates which are in, on, under, above or fixed to the Licensed Area and which are not owned by the Licensor.

**Authority** means any government, statutory or other body or authority whether public or private which has authority, jurisdiction or rights over or relating to the Licensed Area

(including a provider of public utility services where the context requires), but does not include the Licensor in its capacity as licensor under this licence.

**Business Day** means any day which is not a Saturday, Sunday or public or bank holiday in New South Wales.

**Equipment** includes plant, equipment, machinery, utilities, tools, implements, apparatus, materials and vehicles.

**GST Law** has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and words and expressions which are not defined in this licence but which have a defined meaning in GST Law have the same meaning as in the GST Law.

**Just Terms Act** means the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW).

**Law** means any requirement of any statute, rule, regulation, proclamation, ordinance or local law, present or future, and whether state, federal or otherwise and, where relevant, includes Australian standards and codes of practice, and principles of common law and equity.

**Licensed Area Plan** means the plan delineating the Licensed Area, a copy of which is attached to this licence in Annexure A.

**Licensor's Associate** means the Licensor's employees, officers, directors, contractors (and their sub-contractors), licensees, consultants, agents, invitees, persons on or about the Land with the consent (express or implied) of the Licensor, and other persons claiming through or under the Licensor.

**Payment Date** means:

- (a) if the Term is less than 12 months, the Commencement Date; or
- (b) if the Term is more than 12 months:
  - (i) the Commencement Date; and
  - (ii) each anniversary of the Commencement Date.

**Preliminary Construction Works** means:

- (a) access to and from land with or without Equipment;
- (b) investigative works, including surveys, mapping, geotechnical and engineering investigations, environmental testing and investigations, inspections, and other ancillary works;
- (c) installation and use of paved or unpaved access tracks, rights of way, pathways, and hardstand areas, for use with or without Equipment;
- (d) mobilisation and site preparation and associated works;
- (e) the installation, maintenance, repair, modification, upgrade, relocation, replacement or decommissioning or removal of Services;
- (f) bulk earthworks and drainage work, including excavating, cutting, filling, capping, containing and sediment control measures, drainage tail-out works and installation of riprap;



- (g) the relocation or diversion of naturally occurring watercourses;
- (h) storage of construction material, excavation material and spoil, including the movement of those materials to, from and across land;
- (i) the removal, relocation, lopping, pruning, clearing, destruction and clearing of trees, timber, weeds and vegetation and other flora (including for the purposes of fire hazard reduction) as permitted by Approvals;
- (j) the remediation of contamination in, on, under or emanating from or to land;
- (k) the installation and use of temporary buildings, structures, improvements, chattels and Equipment, including demountable office structures, accommodation facilities, sheds, toilet and shower facilities;
- (l) the installation of signs on the Licensed Area as are reasonably required by ARTC for the purposes of the Permitted Use (including such signs as may be required to be installed by ARTC under the Rail Safety Law or Laws relating to work, health and safety);
- (m) the design, construction, installation, establishment, testing, commissioning, operation, repair, maintenance and decommissioning of Rail Infrastructure Facilities; and
- (n) anything connected or ancillary to anything referred to in or contemplated by paragraphs (a) to (m) (inclusive) above and / or preliminary works undertaken in connection with the construction of Rail Infrastructure Facilities.

**Rail Infrastructure Facilities** include railway track, associated track structures, over track structures, cuttings, drainage works, track support earthworks and fences, tunnels, stations, bridges, level crossings, service and access roads and pathways, signalling systems, train control systems, communication systems, overhead power supply systems, power and communication cables, and associated works, buildings, structures, improvements, plant, machinery, equipment and utilities.

**Rail Safety Law** means the *Rail Safety National Law (NSW) No 82a* as enacted into law by the *Rail Safety (Adoption of National Law) Act 2012 (NSW)*.

**Railway** means a guided system designed for the movement of rolling stock having the capability of transporting passengers or freight (or both) and includes a private siding and any spur lines.

**Railway Operations** has the same meaning as in the Rail Safety Law.

**Roads Act** means the *Roads Act 1993 (NSW)*.

**Services** include water, gas, electricity, power, telecommunications, sewerage, waste-water and trade waste services or utilities.

**Substantial Breach** means that ARTC is in default of an obligation to pay the Licence Fee to the Licensor and remains in default for:

- (a) 60 Business Days after a notice from the Licensor demanding payment; and
- (b) if the overdue amount is still unpaid at the end of that 60 Business Day period, a further 21 Business Days after a second notice demanding payment.

**TfNSW** means Transport for NSW, a statutory corporation constituted under the *Transport Administration Act 1988* (NSW), and its successors and assigns.

## **2. GRANT OF LICENCE AND EXCLUSIVITY**

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### **2.1 Grant of exclusive licence**

The Licensor grants to ARTC a licence to occupy and use the Licensed Area for the Permitted Use during the Term, on the terms set out in this licence.

### **2.2 Term**

This licence commences on the Commencement Date and ends on the earlier to occur of:

- (a) the Termination Date;
- (b) the date that this licence is validly terminated by a party in accordance with the provisions of this licence; and
- (c) the date on which this licence is otherwise lawfully terminated or determined.

### **2.3 Holding over**

Despite clause 2.2(a), if ARTC continues to use or occupy the Licensed Area after the Termination Date, then ARTC is holding over on the basis of a 3 monthly licence from the Licensor:

- (a) at a licence fee equal to one-quarter of the Licence Fee payable by ARTC immediately before the Termination Date;
- (b) which may be terminated by ARTC or the Licensor by giving at least 3 months' notice to the other party; and
- (c) otherwise on the same terms as in this licence to the extent to which they can be applied to a 3 monthly tenancy.

### **2.4 Control over Licensed Area**

- (a) ARTC:
  - (i) is or is entitled to be the person with control over the Licensed Area for the purposes of the Rail Safety Law and Laws relating to work, health and safety;
  - (ii) may close the Licensed Area or exclude any person (including the Licensor and the Licensor's Associates) from the Licensed Area at any time in ARTC's absolute discretion; and
  - (iii) may do anything else on the Licensed Area which is necessary to discharge ARTC's duties under the Rail Safety Law.
- (b) If requested by ARTC, the Licensor must promptly do all things reasonably required by ARTC to enforce the requirements of clause 2.4(a) for the benefit of ARTC.

### **2.5 Access times and rights**

- (a) ARTC may at all times permitted by Law:

- (i) access the Licensed Area over the Land, with or without Equipment; and
  - (ii) carry out the Permitted Use and otherwise exercise its rights under this licence.
- (b) If ARTC (acting reasonably) requires access to the Licensed Area over other land owned by the Licensor in the vicinity of the Licensed Area (not being the Land), the Licensor grants to ARTC a right to access that land at any time permitted by Law to get to and from the Licensed Area, with or without Equipment.

### **3. LICENCE FEE AND COST OF SERVICES**

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#### **3.1 ARTC must pay Licence Fee**

ARTC must pay the Licence Fee to the Licensor in advance on each Payment Date.

#### **3.2 Services**

ARTC must pay to the relevant Authority or supplier when due all costs for all Services which are used by ARTC or ARTC's Associates within the Licensed Area.

#### **3.3 Pro-rata Licence Fee payment**

If the Licence Fee in Item 8 is an annual amount but the balance of the Term remaining at the relevant Payment Date is less than a year, the Licence Fee to be paid by ARTC on that Payment Date will be calculated on a pro-rata basis, based on the number of days remaining in the balance of the Term.

### **4. PERMITTED USE, APPROVALS AND COMPLIANCE WITH LAWS**

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#### **4.1 Permitted Use**

ARTC must use the Licensed Area for the Permitted Use and not for any other use unless the Licensor approves otherwise.

#### **4.2 Approvals and compliance with Laws**

ARTC must comply with all Laws which are applicable to and obtain all Approvals which are required in connection with:

- (a) the Permitted Use; and
- (b) ARTC's use and occupation of the Licensed Area.

### **5. REPAIR AND MAINTENANCE OF THE LICENSED AREA**

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ARTC must repair and maintain the Licensed Area and the ARTC Property during the Term so that it is in a condition consistent with the use of the Licensed Area for the Permitted Use.

### **6. FENCING OF LICENSED AREA**

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ARTC may erect temporary fencing around the boundaries of the Licensed Area and install gates and other security devices within the Licensed Area.

## **7. ARTC'S PROPERTY**

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Despite any principle of Law to the contrary (including the Law relating to fixtures in land), ARTC:

- (a) is at all times the owner of all ARTC Property; and
- (b) may at any time remove from the Licensed Area or otherwise deal with the ARTC Property.

## **8. RAIL SAFETY LAW MATTERS**

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The Licensor must:

- (a) comply with the Rail Safety Law to the extent to which it is applicable to the Land or the Licensor;
- (b) not do or allow anything to be done on the Land which would or might cause ARTC to breach the Rail Safety Law;
- (c) not enter the Licensed Area at any time unless approved by ARTC in its absolute discretion; and
- (d) comply with all directions of ARTC in relation to the Licensor's or any of the Licensor's Associates' entry into or use of the Licensed Area, including all work, health and safety requirements and policies of ARTC.

## **9. COSTS AND EXPENSES**

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### **9.1 Licence and ancillary document preparation costs payable by ARTC**

ARTC must pay the Licensor's legal costs and expenses which are reasonably and properly incurred by the Licensor in connection with the preparation, negotiation and execution of this licence and any agreements required to be entered into by the Licensor pursuant to the terms of this licence.

### **9.2 Other Licensor costs payable by ARTC**

Subject to clause 9.3, ARTC must pay the Licensor's costs and expenses (including legal costs and expenses) which are reasonably and properly incurred by the Licensor in connection with:

- (a) any consent, approval or waiver sought by ARTC from the Licensor under the terms of this licence, or under the Roads Act, for the purposes of giving effect to a term of this licence, whether or not the consent, approval or waiver is actually given; and
- (b) any default by ARTC under this licence.

### **9.3 Reduction in ARTC cost liability**

Despite clause 9.2, ARTC is not required to pay the Licensor's costs and expenses to the extent to which the cost or expense was incurred by the Licensor because of the Licensor's negligent or wrongful act or omission, default or breach of Law.

#### **9.4 Parties to otherwise pay own costs**

Except as set out in clauses 9.1 and 9.2, each party must pay its own costs and expenses (including legal costs and expenses) for everything it must do under this licence or any document required to be entered into by any party pursuant to the terms of this licence (unless that other document specifies otherwise).

### **10. ASSIGNMENT AND OTHER DEALINGS**

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#### **10.1 Assignment and other dealings by ARTC**

ARTC may:

- (a) assign, novate, transfer or otherwise dispose of the whole or part of ARTC's interest in this licence; or
- (b) grant a sublicense over the Licensed Area for a term which does not exceed the Term, to TfNSW or otherwise in accordance with legislation, provided that ARTC:
  - (c) gives the Licensor notice of its intention to assign, novate, transfer, sublicense or otherwise dispose of its interest in this licence as soon as reasonably practicable; and
  - (d) in the case of an assignment, novation, transfer or other dealing (not being a sublicense), causes the party acquiring the interest to enter into a deed with the Licensor on terms acceptable to the Licensor and ARTC (each acting reasonably).

#### **10.2 Assignment and other dealings by Licensor**

The Licensor must not without ARTC's prior consent (which may be given or withheld in ARTC's absolute discretion and subject to any conditions required in ARTC's absolute discretion):

- (a) assign, novate, transfer or otherwise dispose of the whole or any part of its interest in this licence; or
- (b) grant or agree to grant any right or incur any obligation in connection with the Licensed Area or the Land which is inconsistent with ARTC's rights under this licence, including a lease, licence, easement, covenant (restrictive or positive), mortgage, charge, encumbrance or agreement to sell or transfer.

#### **10.3 Sale of land**

Without limiting the generality of clause 10.2, if the Licensor sells or transfers its interest in the Licensed Area, the Licensor must prior to completion of the sale or transfer give to ARTC a deed (in the form reasonably required by ARTC) executed by the Licensor and the purchaser or transferee, which includes a provision to the effect that the purchaser or transferee will comply with the Licensor's obligations under this licence as if the purchaser or transferee was the Licensor named in this licence.

#### **10.4 Section 29 deeds with TfNSW**

The Licensor is not in breach of clauses 10.2 or 10.3 because the Licensor has entered into or does enter into agreements with TfNSW in the terms contemplated by clause 12.4.

## **11. RISK, RELEASE AND INSURANCES**

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### **11.1 Risk**

ARTC and ARTC's Associates use and occupy the Licensed Area at their own risk.

### **11.2 ARTC release and indemnity**

- (a) ARTC indemnifies the Licensor against all loss, damage or liability (excluding consequential loss) incurred by the Licensor which arises from the negligent act or omission or default of, or breach of Law by, ARTC and which causes:
  - (i) damage to the property of the Licensor or the Licensor's Associates which is on the Licensed Area; or
  - (ii) personal injury or death occurring to any person on the Licensed Area.
- (b) ARTC releases the Licensor from any claim which ARTC may have against the Licensor for:
  - (i) any damage to the property of ARTC or ARTC's Associates which is on the Licensed Area; or
  - (ii) any personal injury or death occurring to any of ARTC's Associates on the Licensed Area.
- (c) Any release or indemnity in this clause 11.2 does not apply to the extent to which any claim, loss, damage or liability was caused or contributed to by the Licensor's or any Licensor's Associates' negligent act or omission, default or breach of Law.

### **11.3 Insurance**

ARTC must at all times during the Term maintain:

- (a) a public liability insurance policy with a reputable insurer which provides indemnity for at least the amount in Item 9 for any one occurrence, to cover loss, destruction or damage to property and personal injury to or death of any person within the Licensed Area; and
- (b) workers compensation insurance as required by Law.

## **12. DEFAULT AND TERMINATION**

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### **12.1 Substantial Breach**

The Licensor may only terminate this licence in accordance with clause 12.2 if ARTC has committed a Substantial Breach.

### **12.2 Termination rights on Substantial Breach**

If ARTC has committed a Substantial Breach and following receipt of a notice from the Licensor does not remedy the Substantial Breach within 10 Business Days, the Licensor may, without prejudice to its other rights under this licence or at Law, terminate this licence by notice or by re-entering the Licensed Area.

### **12.3 ARTC's right to terminate for convenience**

- (a) ARTC may terminate this licence at any time and for any reason by giving at least 10 Business Days' notice of termination to the Licensor.
- (b) The Licensor must not make any claim against ARTC (and releases ARTC from any such claim) if ARTC terminates this licence under this clause.

### **12.4 Automatic termination on acquisition or closure of Licensed Area**

- (a) This licence terminates immediately on the date that TfNSW becomes the owner of the land comprising the whole of the Licensed Area pursuant to section 19 of the Just Terms Act, without the requirement for the Licensor and ARTC to execute any document or take any other action.
- (b) If TfNSW acquires a Licensed Area but has not acquired the whole of the Licensed Area, this licence is partially terminated insofar as it applies to the Licensed Area which has been acquired but otherwise continues in full force and effect with respect to all other Licensed Areas until this licence is terminated under clause 12.4(a) or another express termination right contained in this licence.
- (c) If the part of the public road comprising the Licensed Area is closed under the Roads Act (or another Law) before this licence is terminated under clause 12.4(a), then to the maximum extent permitted by law this licence and the parties' rights and obligations contained in it:
  - (i) survive the closure of the public road; and
  - (ii) remain in full force and effect until this licence is terminated under clause 12.4(a) or another express termination right contained in this licence.

### **12.5 Damages and equitable relief**

- (a) To the maximum extent permitted by Law, the parties agree that:
  - (i) damages may not be an adequate remedy to compensate ARTC if the Licensor breaches or repudiates or attempts to breach or repudiate this licence; and
  - (ii) ARTC has the right to seek, and may seek, an order for specific performance or injunctive relief in respect of any breach or repudiation (or attempted breach or repudiation) of this licence by the Licensor.
- (b) Nothing in this clause limits ARTC's rights to claim damages from the Licensor or any other right or remedy available to ARTC under this licence or at Law, in connection with any breach or repudiation (or attempted breach or repudiation) of this licence by the Licensor.

### **12.6 Statutory termination rights**

To the maximum extent permitted by Law, in consideration of ARTC paying the Licence Fee to the Licensor, the Licensor:

- (a) waives its rights under the Road Act and other legislation to terminate this licence and withdraw its consent for the Permitted Use; and
- (b) agrees that this licence may only be terminated by the Licensor in accordance with this clause 12.

## 12.7 Consequences of termination

If this Licence is terminated under clause 12.2 or by the operation of a Law or a power granted to the Licensor under a Law, then:

- (a) all ARTC Property must be allowed to remain within the Licensed Area undisturbed by the Licensor or persons claiming through the Licensor;
- (b) in consideration of ARTC complying with clause 12.7(b)(iv), the Licensor immediately grants to ARTC a new licence over the Licensed Area on the same terms as this licence, except that:
  - (i) the licence is on a holding-over basis under clause 2.3;
  - (ii) the Permitted Use is limited to:
    - (A) ARTC erecting and maintaining fencing around the boundaries of the Licensed Area to keep the Licensed Area secure against unauthorised access; and
    - (B) the right to keep all ARTC Property undisturbed within the Licensed Area during the term of the new licence;
  - (iii) despite clause 2.3, the new licence cannot be terminated by either party and will only be terminated when the circumstances in clause 12.4(a) apply; and
  - (iv) ARTC must pay the instalment of the Licence Fee due and payable to the Licensor under clauses 2.3 and 3 within 10 Business Days of the date on which the new licence commences.
- (c) The provisions of this clause 12.7 will repeat to and in respect of any subsequent purported or actual termination of this licence by the Licensor.

## 12.8 No claim

If the circumstances in clause 12.7 apply, provided that ARTC continues to comply with its obligations under the new licence granted to ARTC under that clause (including ARTC's obligation to continue paying the Licence Fee to the Licensor), then the Licensor:

- (a) must not make any claim against ARTC because ARTC continues to use the Licensed Area under the new licence granted to ARTC by clause 12.7; and
- (b) releases ARTC from any claim for loss, damage, liability or costs that the Licensor has, or could, would or might but for this release have against ARTC, which arises from or is connected in any way to:
  - (i) ARTC's continued use of the Licensed Area on the basis set out in clause 12.7; or
  - (ii) ARTC Property remaining within the Licensed Area on the basis set out in clause 12.7,

including to the maximum extent permitted by Law any claim which the Licensor may have against ARTC in nuisance, trespass or for consequential or indirect loss.



### 13. DISPUTE RESOLUTION

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- (a) If any dispute arises under this licence between the parties, the parties must use their reasonable endeavours and act in good faith to attempt to resolve the dispute by negotiations between their nominated senior executives for at least 45 Business Days before a party takes further action (including commencing litigation or arbitration) in respect of that dispute.
- (b) This clause does not prevent a party from seeking urgent interlocutory relief.

### 14. GENERAL

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#### 14.1 Interpretation

In this licence:

- (a) the singular includes the plural and vice versa;
- (b) where a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (c) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this licence or any part of it;
- (d) a **person** includes a natural person, corporation, firm, unincorporated association, partnership, trust, Authority and other entities or groups recognised by Law;
- (e) a reference to any Law includes that Law as amended, consolidated, re-enacted, superseded or replaced and includes any subordinate legislation or regulations issued under it;
- (f) a reference to this licence or any other document or instrument is to this licence, or that other document or instrument (and where applicable, any of their provisions) as varied, amended, novated, supplemented or replaced, except to the extent excluded or modified by this licence;
- (g) a reference to 'include' or 'including' or 'for example' or similar expressions does not limit what else is included unless there is express wording to the contrary;
- (h) anything includes each part of it as the context requires (for example, a reference to **Land** includes either the whole of the Land or one or more parts of the Land as the context requires);
- (i) if a party consists of more than one person, this licence binds each of them separately and any two or more of them jointly; and
- (j) a reference to an Item is to a numbered item in the "Reference Schedule" section of this licence.

#### 14.2 GST

Unless otherwise stated, all consideration provided under this licence is exclusive of GST. If GST is payable by the supplier, the recipient must, upon receipt of a tax invoice from the supplier, pay the supplier an amount equal to the GST payable on that supply.

### **14.3 Notices**

A notice required to be given under this licence must be in writing and may be given in any manner permitted by section 170 of the *Conveyancing Act 1919* (NSW), using a party's notice details in Item 1 (or such other details as the party nominates in writing).

### **14.4 Associates**

- (a) ARTC's Associates may exercise any right, or perform any obligation, of ARTC on ARTC's behalf.
- (b) The Licensor must ensure that the Licensor's Associates comply with the terms of this licence and do not cause the Licensor to breach this licence.
- (c) Anything done or not done by a Licensor's Associate is, for the purposes of this licence, and for the purposes of establishing whether the Licensor is in breach of this licence, deemed to have been done or not done by the Licensor.

### **14.5 No fetter**

- (a) Nothing in this licence in any way fetters, limits or affects ARTC's rights under legislation (including the Rail Safety Law) as the person who is operating or in control of the Railway on the Licensed Area.
- (b) The Licensor and ARTC acknowledge that nothing in this licence can in any way restrict or otherwise affect the Licensor's unfettered discretion as to the use of the Licensor's statutory powers as a public authority.

### **14.6 Consents, approvals and agreements under Licence**

Unless this licence expressly provides otherwise, where a party's consent, approval or agreement is required under this licence:

- (a) the consent, approval or agreement must be given in writing to be effective; and
- (b) that party must not:
  - (i) unreasonably withhold or delay in giving its consent, approval or agreement; or
  - (ii) attach any unreasonable conditions to its consent, approval or agreement.

### **14.7 Governing law**

This licence is governed by the Laws of New South Wales. The parties submit to the non-exclusive jurisdiction of its courts and tribunals.

### **14.8 Variation and waiver**

- (a) No provision of this licence nor a right conferred by it can be varied except in writing signed by the parties.
- (b) A party may only waive a right or remedy under this licence by notice to the other party. No other act, omission or delay constitutes a waiver.

#### **14.9 Invalidity and severance**

If a provision of this licence is void, voidable or unenforceable it must be read down. If the provision cannot be read down then it must be severed and the remainder of this licence will continue to have full effect.

#### **14.10 No merger**

Rights and obligations of a continuing nature which are not fully satisfied or discharged on completion of any transaction contemplated by this licence do not merge on completion of that transaction and continue in full force and effect.

#### **14.11 Further assurance**

- (a) Each party must do anything (including executing a document) reasonably necessary, or reasonably required by the other party, to give effect to this licence and the transactions contemplated by it.
- (b) Without limiting the generality of clauses 14.9 and 14.11(a), if this licence or any part of it is held to be invalid, the Licensor must use all reasonable endeavours to grant to ARTC a replacement licence or other right over the Licensed Area on terms which are not materially less favourable to ARTC than those in this licence.

#### **14.12 Counterparts, electronic execution and exchange**

- (a) This licence may be executed in any number of counterparts and all such counterparts taken together constitute one and the same document.
- (b) The parties agree to the electronic execution, exchange and delivery of counterparts of this licence, including by email, and to be bound by the terms of this licence on and from the date of electronic exchange or delivery. Failure to deliver original counterparts will not affect the validity of this licence.
- (c) If a party's signature is electronic, the party warrants and agrees that the electronic signature has been used to identify the person signing and that it intends that signature to bind the party.

#### **14.13 Entire agreement**

This licence contains the entire agreement between the parties and supersedes any other communications, negotiations, arrangements and agreements between the parties, whether oral or in writing, in connection with the subject matter of this licence.

#### **14.14 Roads Act consent**

- (a) This licence is a consent from the Licensor as roads authority under section 138 of the Roads Act.
- (b) To the extent to which this licence authorises ARTC to erect structures or improvements, or otherwise make alterations or additions to the Licensed Area, this licence evidences the Licensor's consent to any of those things under section 138 of the Roads Act.

**EXECUTION**

---

Executed as an **agreement** on

20

**Execution by ARTC**

**Executed by a duly authorised officer of** )  
**Australian Rail Track Corporation Limited** )  
**ABN 75 081 455 754** in accordance with  
section 126 of the *Corporations Act 2001* (Cth)  
and in the presence of:

---

Signature of witness\*

---

Signature of authorised signatory

---

Name of witness (please print)

---

Name of authorised signatory (please print)

---

Address of witness (please print)

---

Signatory's title (please print)

\* If this document has been executed and witnessed by electronic signatures, the witness declares that they have observed the authorised signatory's signature by audio visual link (Microsoft Teams) in accordance with section 14G(2) of the *Electronic Transactions Act 2000* (NSW)

**Execution by Licensor**

**Executed by Warrumbungle Shire Council** )  
**ABN 63 348 671 239** by its authorised delegate )  
pursuant to section 377 of the Local Government  
Act 1993 (NSW) in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of authorised delegate

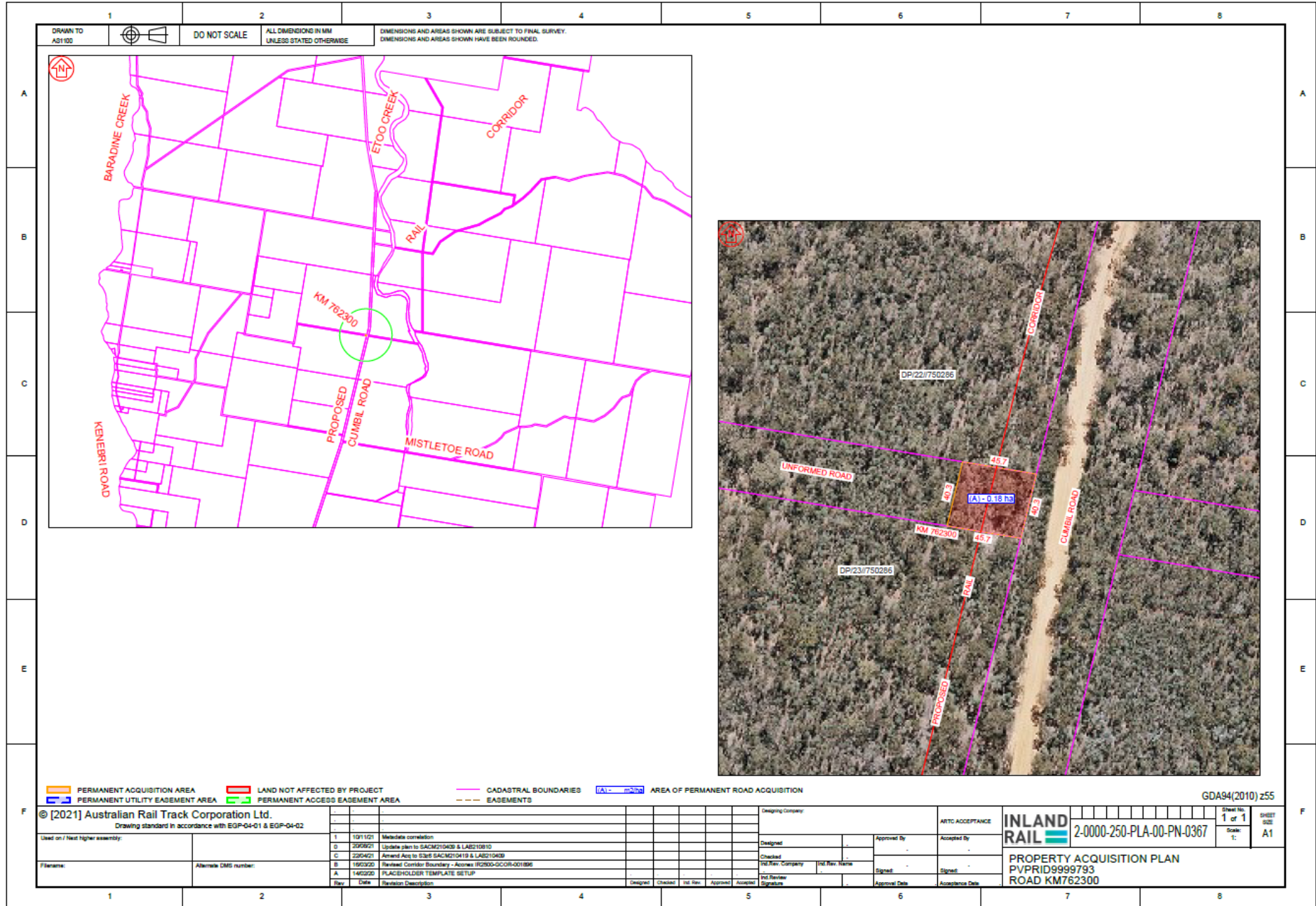
\_\_\_\_\_  
Name of witness

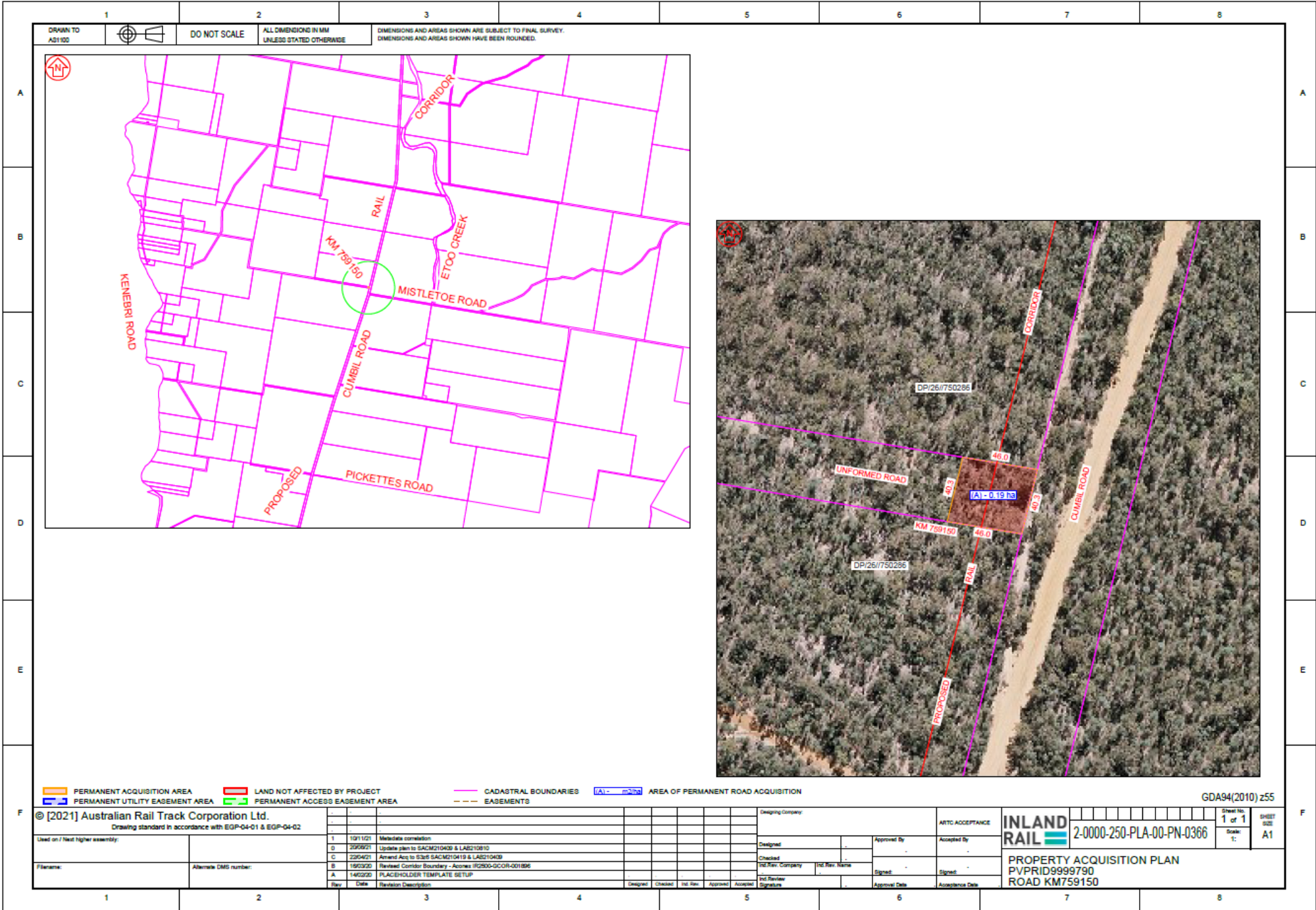
\_\_\_\_\_  
Delegate's name

\_\_\_\_\_  
Address of witness

\_\_\_\_\_  
Delegate's title

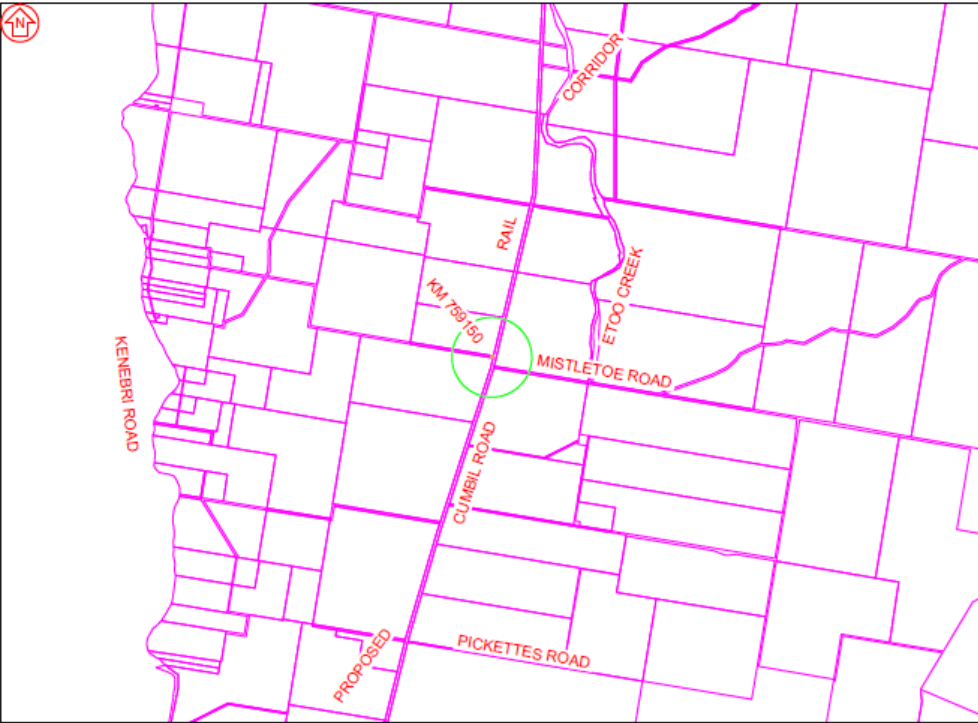
# LICENSED AREA PLAN





1 2 3 4 5 6 7 8

DRAWN TO AS1102 DO NOT SCALE ALL DIMENSIONS IN MM UNLESS STATED OTHERWISE DIMENSIONS AND AREAS SHOWN ARE SUBJECT TO FINAL SURVEY. DIMENSIONS AND AREAS SHOWN HAVE BEEN ROUNDED.



■ PERMANENT ACQUISITION AREA   
 ■ LAND NOT AFFECTED BY PROJECT   
 — CADASTRAL BOUNDARIES   
 ■ PERMANENT UTILITY EASEMENT AREA   
 ■ PERMANENT ACCESS EASEMENT AREA   
 - EASEMENTS   
 [A1] - 0.19 ha AREA OF PERMANENT ROAD ACQUISITION

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 Drawing standard in accordance with EGP-04-01 & EGP-04-02

Used on / Next higher assembly:	
Filename:	Alternate DMS number:

Rev	Date	Revision Description	Designed	Checked	Int. Rev.	Approved	Accepted
1	10/1/21	Metadata correlation					
D	25/09/21	Update plan to SACM210409 & LAB210810					
C	22/04/21	Amend Acq to Staff SACM210419 & LAB210409					
B	19/03/20	Revised Corridor Boundary - Aconex #G2900-GCOR-001896					
A	14/02/20	PLACEHOLDER TEMPLATE SETUP					

Designing Company:		ARTC ACCEPTANCE	
Designed:	Approved By:	Accepted By:	
Checked:	Int. Rev. Company:	Int. Rev. Name:	
Int. Review Signature:	Signature:	Signature:	
Approval Date:	Approval Date:	Acceptance Date:	

GDA94(2010) z55

<b>INLAND RAIL</b>	2-0000-250-PLA-00-PN-0366	Sheet No: <b>1 of 1</b>	SHEET SIZE: <b>A1</b>
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1 2 3 4 5 6 7 8

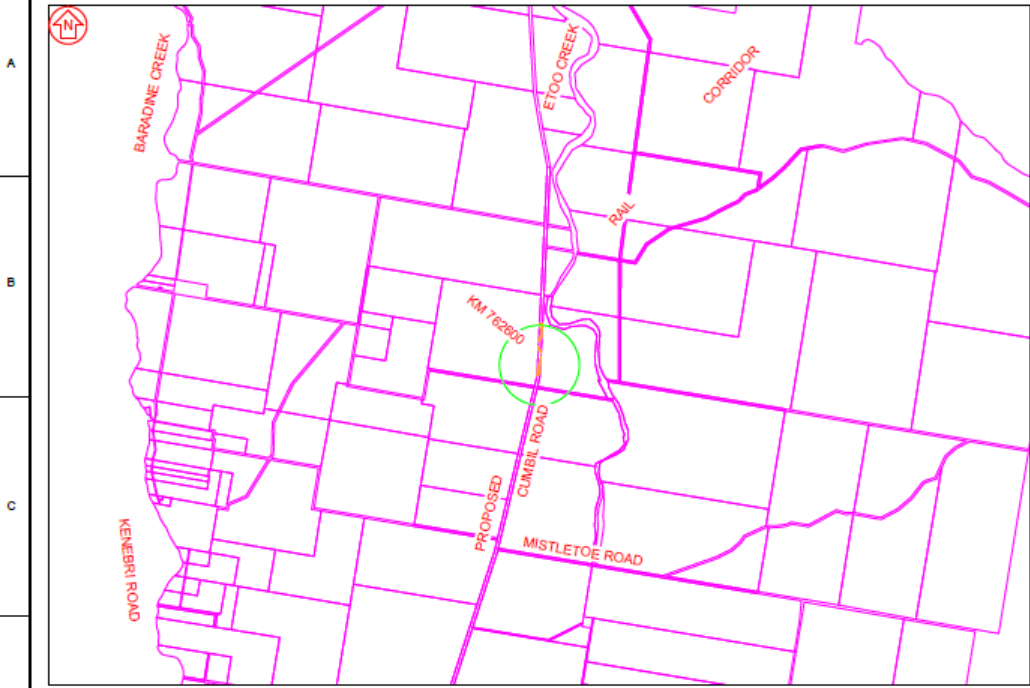
DRAWN TO AS1100



DO NOT SCALE

ALL DIMENSIONS IN MM UNLESS STATED OTHERWISE

DIMENSIONS AND AREAS SHOWN ARE SUBJECT TO FINAL SURVEY. DIMENSIONS AND AREAS SHOWN HAVE BEEN ROUNDED.



■ PERMANENT ACQUISITION AREA    
 ■ LAND NOT AFFECTED BY PROJECT    
 — CADASTRAL BOUNDARIES    
 ■ AREA OF PERMANENT ROAD ACQUISITION  
■ PERMANENT UTILITY EASEMENT AREA    
 ■ PERMANENT ACCESS EASEMENT AREA    
 - - - EASEMENTS

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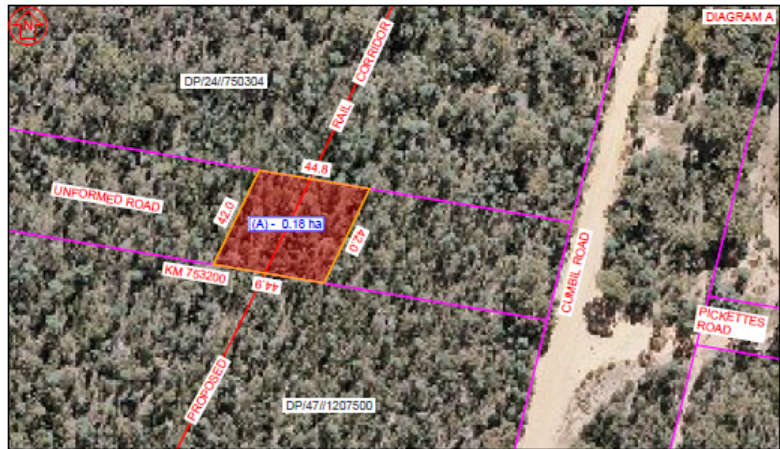
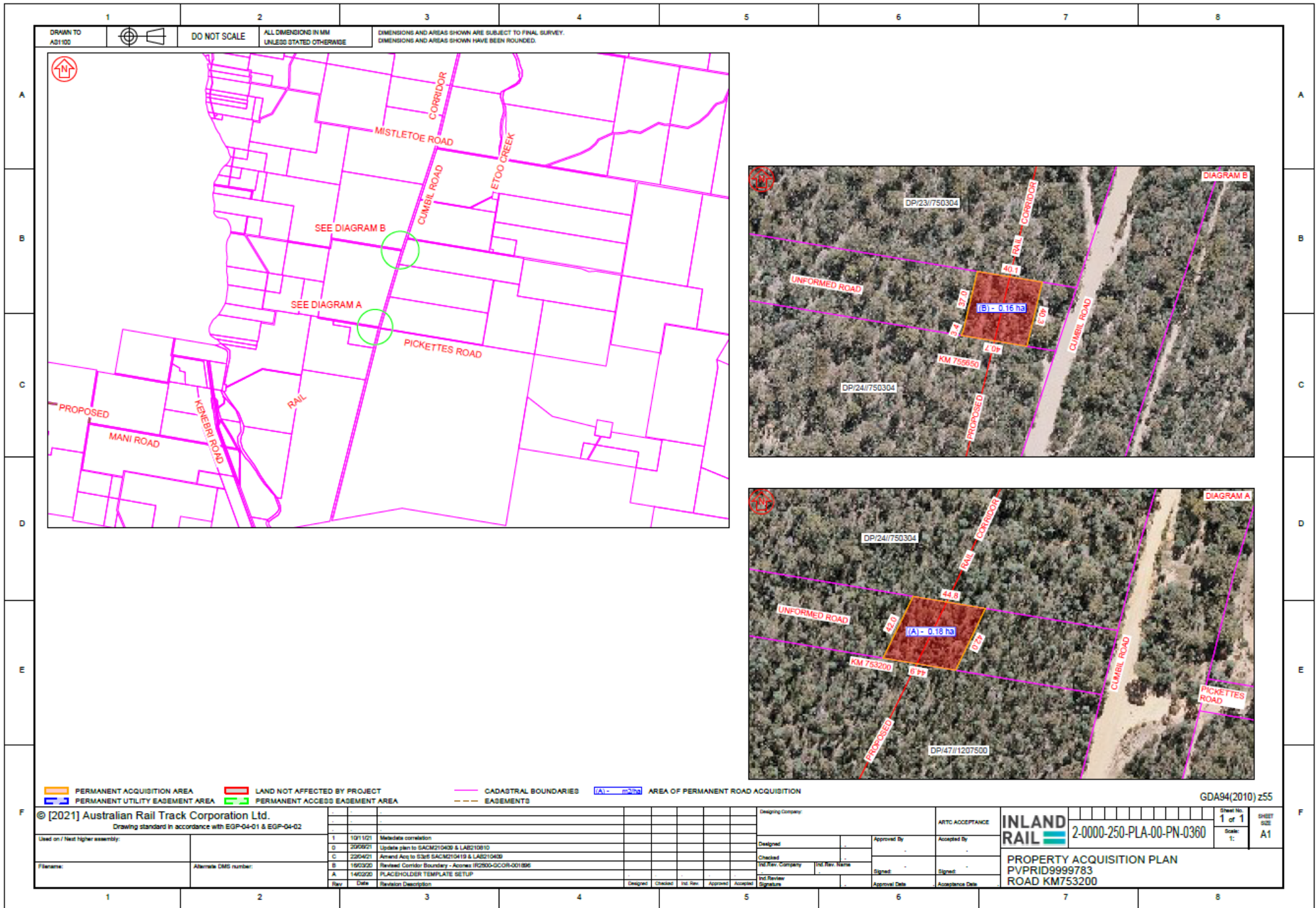
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C	22/04/21	Amend Acc to 538 SACM210419 & LAB210409					
B	18/03/20	Revised Corridor Boundary - Access IR2600-GCOR-001896					
A	14/02/20	PLACEHOLDER TEMPLATE SETUP					

Designing Company:		ARTC ACCEPTANCE	
Designed:	Approved By:	Accepted By:	
Checked:	Int. Rev. Name:	Signed:	Signed:
Int. Review Company:	Int. Review Name:	Signature:	Signature:
Int. Review Signature:	Approved Date:	Acceptance Date:	

	2-0000-250-PLA-00-PN-0361	Sheet No: 1 of 1	SHEET SIZE: A1
	PROPERTY ACQUISITION PLAN PVPRID9999784 CUMBIL ROAD		

1 2 3 4 5 6 7 8





■ PERMANENT ACQUISITION AREA     ■ LAND NOT AFFECTED BY PROJECT     — CADASTRAL BOUNDARIES     A AREA OF PERMANENT ROAD ACQUISITION  
■ PERMANENT UTILITY EASEMENT AREA     ■ PERMANENT ACCESS EASEMENT AREA     - - - EASEMENTS

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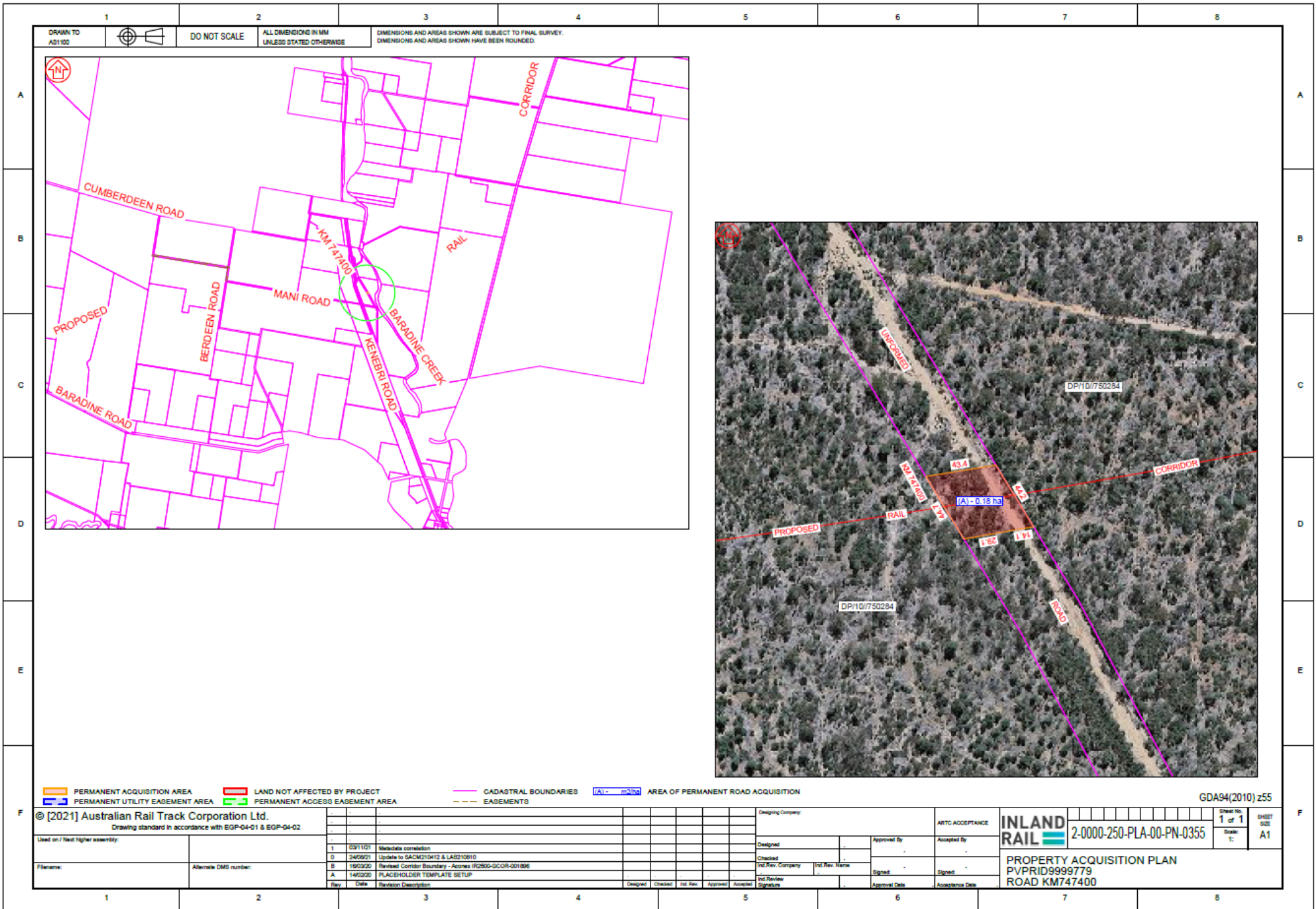
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B	19/03/20	Revised Corridor Boundary - Acones H2900-GCOR-001896					
A	14/02/20	PLACEHOLDER TEMPLATE SETUP					

Designing Company:		ARTC ACCEPTANCE	
Designed:	Approved By:	Accepted By:	
Checked:	Int. Rev. Company:	Int. Rev. Name:	
Int. Review Signature:	Int. Review Signature:	Approval Date:	Acceptance Date:

GDA94(2010) z55

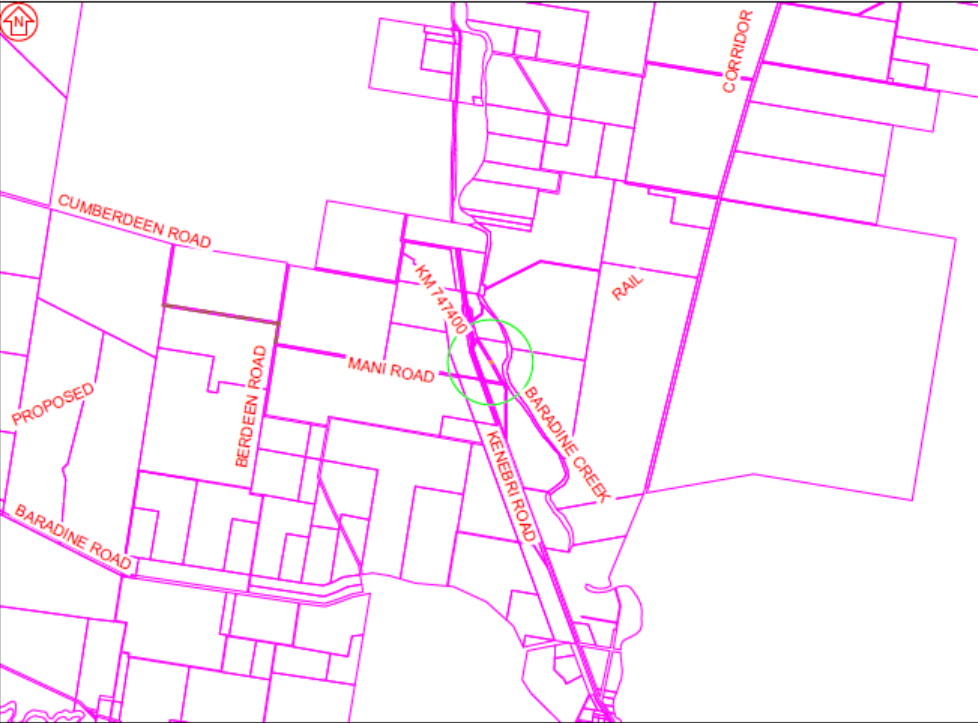
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**PROPERTY ACQUISITION PLAN**  
 PVPRID9999783  
 ROAD KM753200



1 2 3 4 5 6 7 8

DRAWN TO AS1100 DO NOT SCALE ALL DIMENSIONS IN MM UNLESS STATED OTHERWISE DIMENSIONS AND AREAS SHOWN ARE SUBJECT TO FINAL SURVEY. DIMENSIONS AND AREAS SHOWN HAVE BEEN ROUNDED.



▬ PERMANENT ACQUISITION AREA    
 ▬ LAND NOT AFFECTED BY PROJECT    
 ▬ CADASTRAL BOUNDARIES    
 (A) - 0.18 ha AREA OF PERMANENT ROAD ACQUISITION  
▬ PERMANENT UTILITY EASEMENT AREA    
▬ PERMANENT ACCESS EASEMENT AREA    
- - - EASEMENTS

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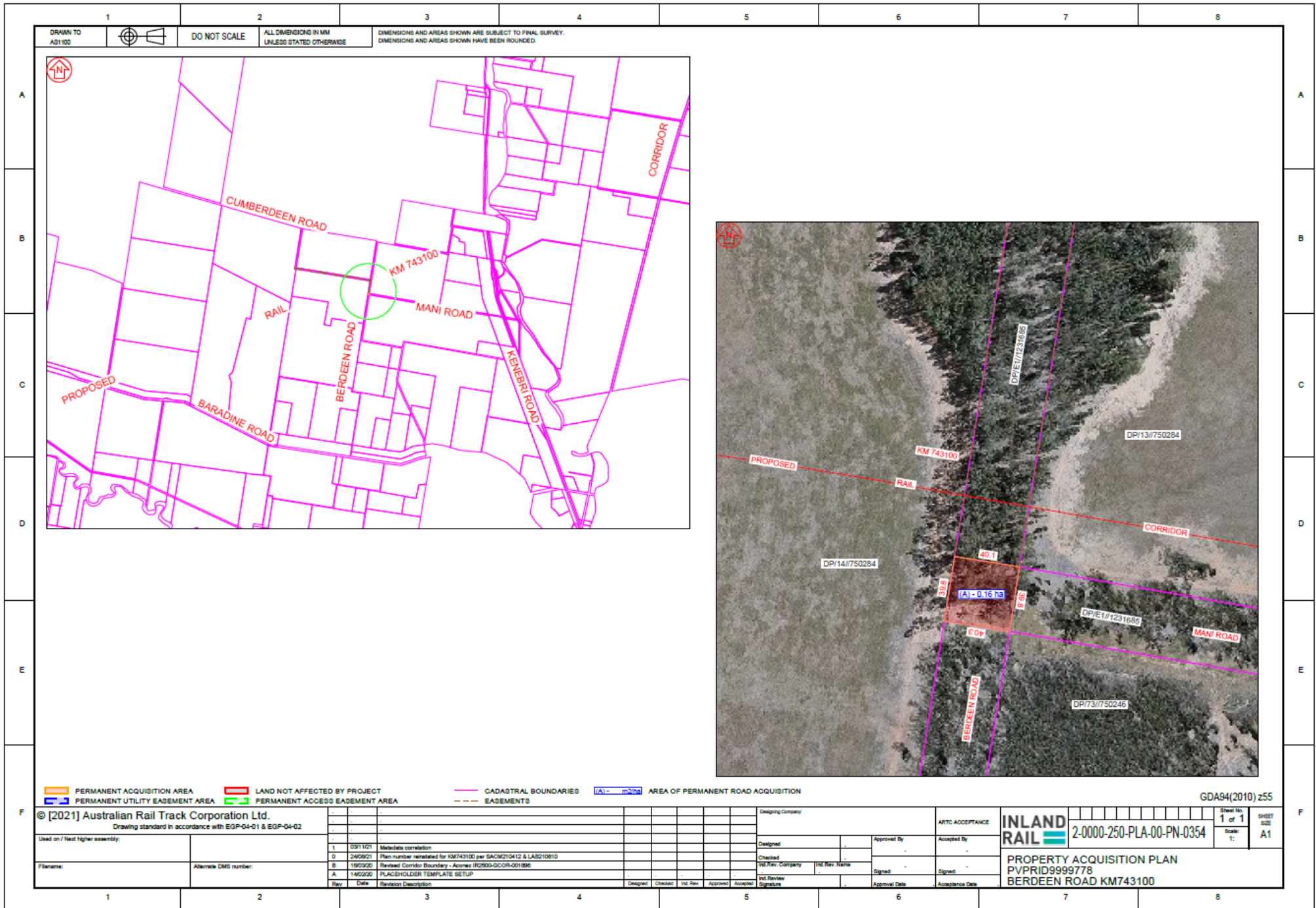
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0	24/06/21	Update to SACM210412 & L&B210810					
B	19/03/20	Revised Corridor Boundary - Aconex IGR00-GCOR-001896					
A	14/03/20	PLACEHOLDER TEMPLATE SETUP					

Designing Company:		ARTC ACCEPTANCE	
Designed	Approved By	Accepted By	
Checked	Int. Rev. Company	Int. Rev. Name	Signed
Int. Reviewer Signature	Approval Date	Approval Date	Acceptance Date

GDA94(2010) z55

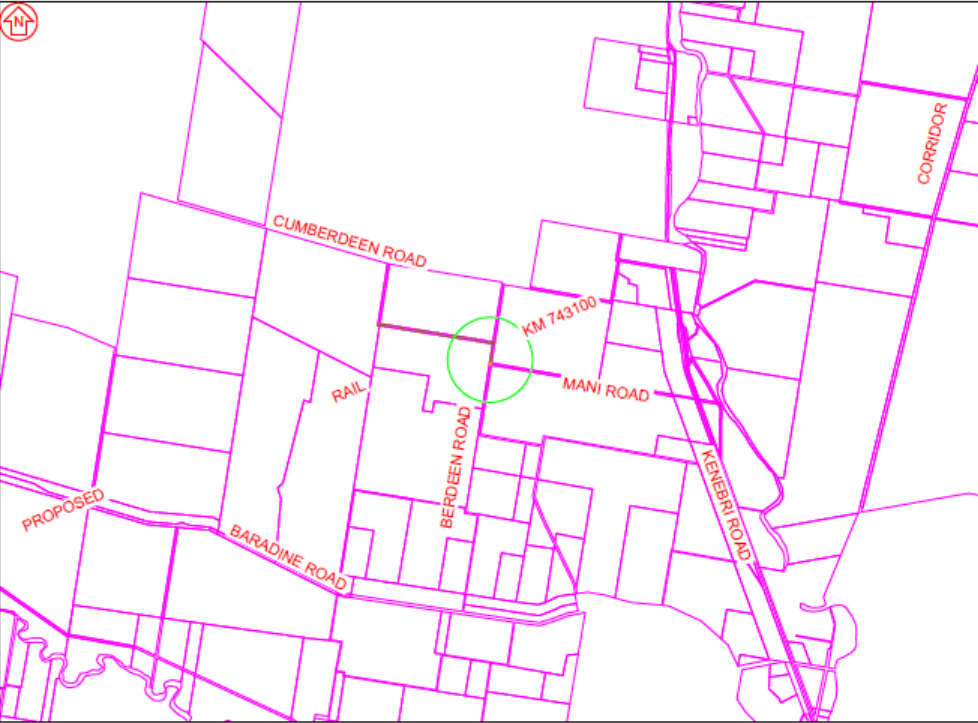
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1 2 3 4 5 6 7 8

DRAWN TO AS1100 DO NOT SCALE ALL DIMENSIONS IN MM UNLESS STATED OTHERWISE DIMENSIONS AND AREAS SHOWN ARE SUBJECT TO FINAL SURVEY. DIMENSIONS AND AREAS SHOWN HAVE BEEN ROUNDED.



■ PERMANENT ACQUISITION AREA   
 ■ LAND NOT AFFECTED BY PROJECT   
 — CADASTRAL BOUNDARIES   
 — (A1-0.16.13) AREA OF PERMANENT ROAD ACQUISITION  
— PERMANENT UTILITY EASEMENT AREA   
 — PERMANENT ACCESS EASEMENT AREA   
 — EASEMENTS

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Used on / Next higher assembly:							
Filename:	Alternate DMS number:						
Rev	Date	Revision Description	Designed	Checked	Int. Rev.	Approved	Accepted
1	03/11/21	Metadata correlation					
0	24/09/21	Plan number reinitiated for KM743100 per SACM210412 & LAS210810					
B	19/03/20	Revised Corridor Boundary - Access H2900-GCOR-001896					
A	14/03/20	PLACEHOLDER TEMPLATE SETUP					

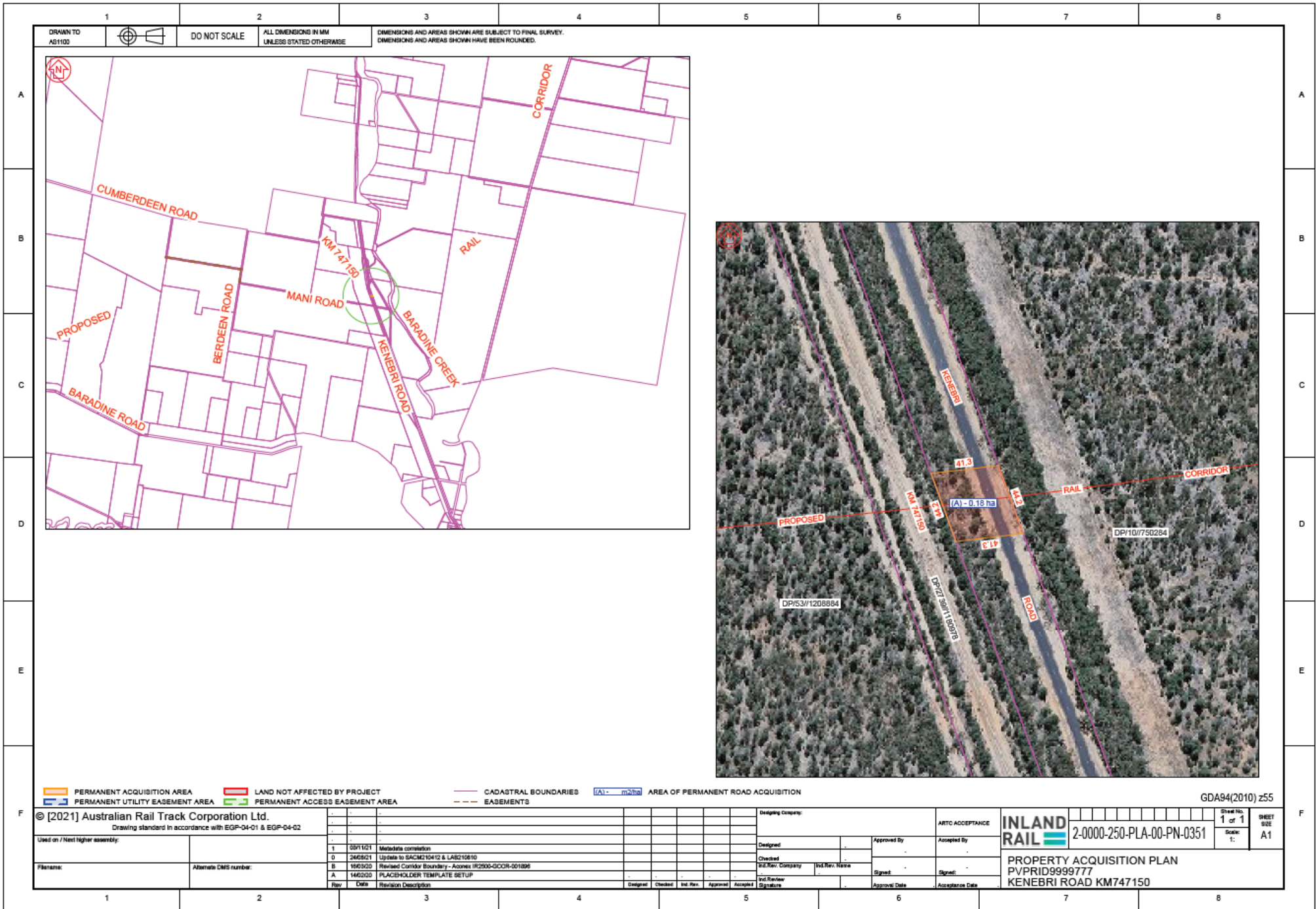
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Designed	Approved By	Accepted By	
Checked			
Int. Rev. Company	Int. Rev. Name	Signed	Signed
Int. Review Signature		Approval Date	Acceptance Date

GDA94(2010) z55

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Scale: 1:1  
SHEET SIZE: A1

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**PROPERTY ACQUISITION PLAN**  
 PVPRID9999778  
 BERDEEN ROAD KM743100



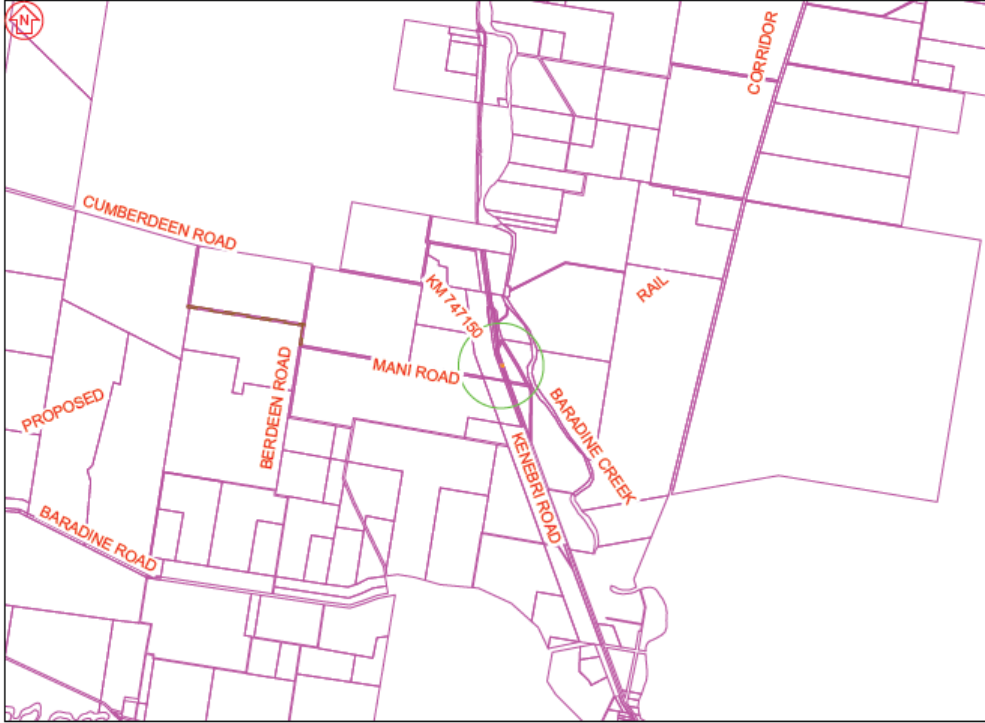
DRAWN TO AS1102



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- PERMANENT ACQUISITION AREA
- LAND NOT AFFECTED BY PROJECT
- CADASTRAL BOUNDARIES
- EASEMENTS
- PERMANENT UTILITY EASEMENT AREA
- PERMANENT ACCESS EASEMENT AREA
- AREA OF PERMANENT ROAD ACQUISITION

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Used on / Next higher assembly:	1 03/11/21 Metadata correction
	0 24/08/21 Update to SACM210412 & LAB210610
	B 16/03/20 Revised Corridor Boundary - Aconex IR2900-GCOR-001896
	A 14/03/20 PLACEHOLDER TEMPLATE SETUP
Filename:	Alternate DMS number:
Rev	Date

Design	Checked	Int. Rev.	Approved	Accepted															
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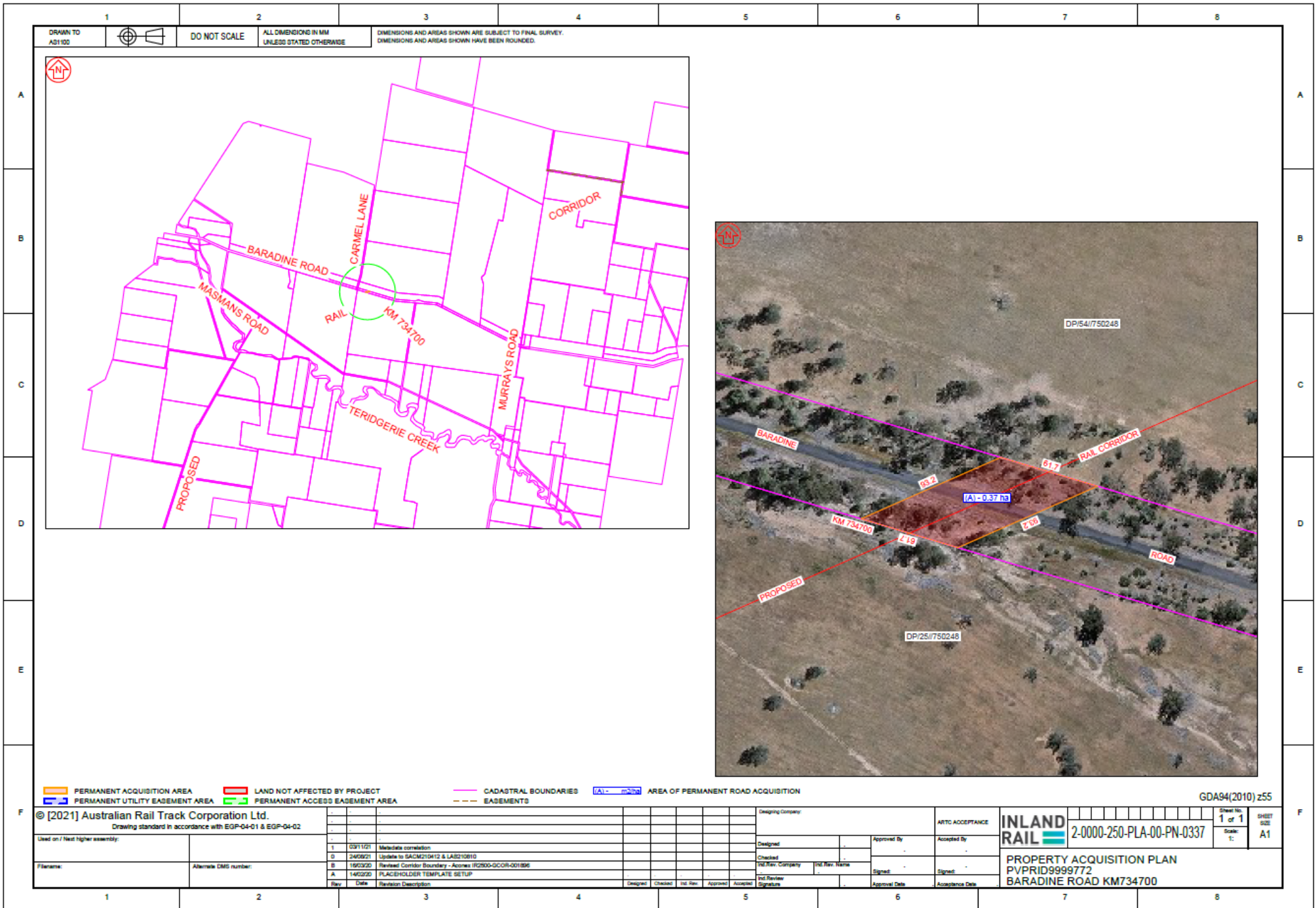
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Designed:	Approved By:	Accepted By:	
Checked:	Int. Rev. Company:	Int. Rev. Name:	
Int. Review Signature:	Int. Review Date:	Approval Date:	Acceptance Date:

2-0000-250-PLA-00-PN-0351

PROPERTY ACQUISITION PLAN  
PVPRID9999777  
KENEBRI ROAD KM747150

Sheet No. 1 of 1  
Scale: 1:1  
SHEET SIZE A1





■ PERMANENT ACQUISITION AREA     ■ LAND NOT AFFECTED BY PROJECT     --- CADASTRAL BOUNDARIES     ■ (A) = 0.37 ha AREA OF PERMANENT ROAD ACQUISITION  
■ PERMANENT UTILITY EASEMENT AREA     ■ PERMANENT ACCESS EASEMENT AREA     --- EASEMENTS

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Used on / Next higher assembly:

File name:	Alternate DMS number:
1 031121 Metadata correlation	
D 240921 Update to SACM210412 & LAB210610	
B 160320 Revised Corridor Boundary - Acones 1R2000-QCOR-001B96	
A 146020 PLACEHOLDER TEMPLATE SETUP	
Rev	Date

Designing Company:	ARTC ACCEPTANCE
Designed	Approved By
Checked	Accepted By
Int. Rev. Company	Int. Rev. Name
Int. Review Signature	Signature
Approval Date	Acceptance Date

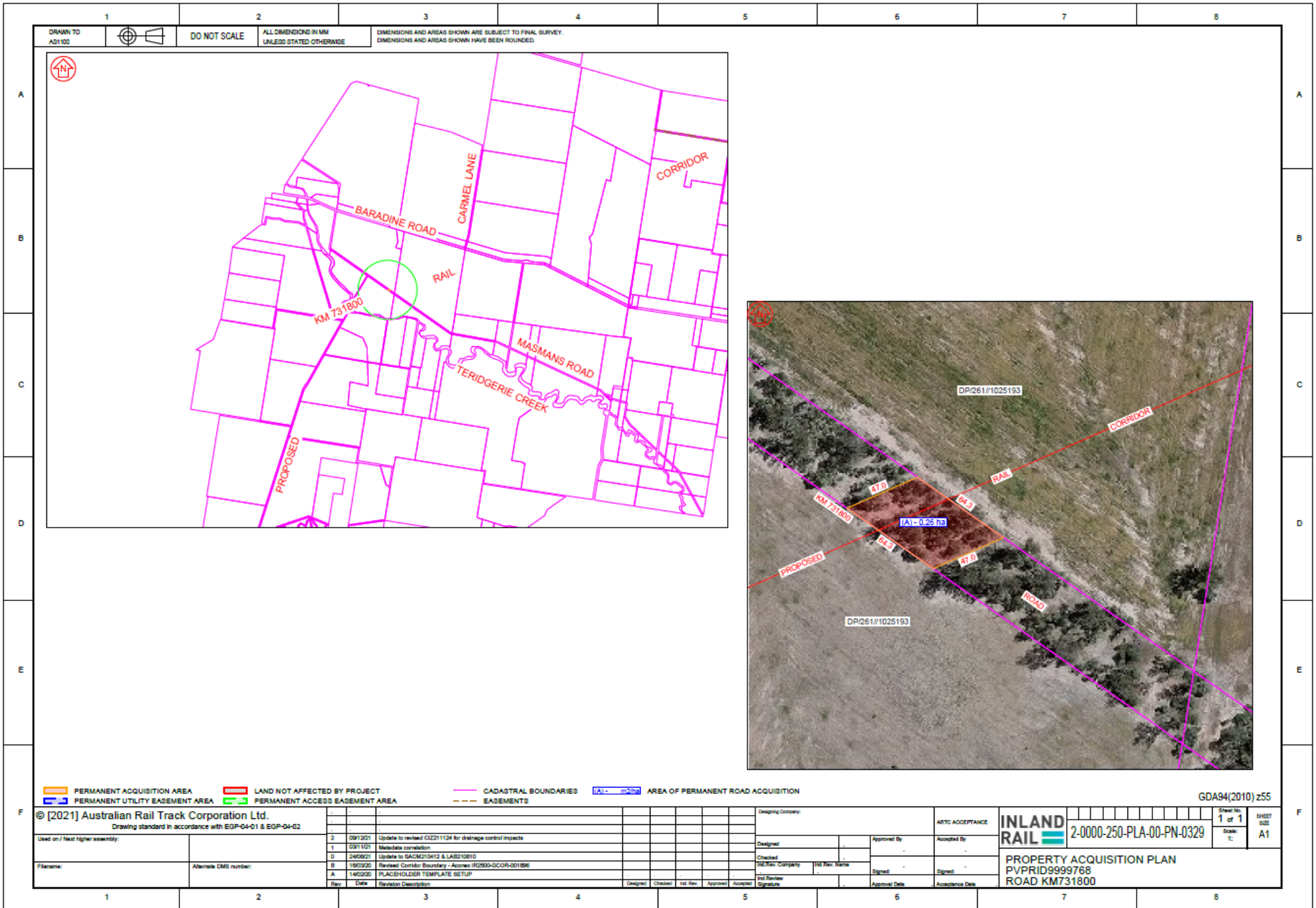
GDA94(2010) z55

Sheet No: 1 of 1  
SHEET SIZE: A1

2-0000-250-PLA-00-PN-0337

**INLAND RAIL**

**PROPERTY ACQUISITION PLAN**  
 PVPRID9999772  
 BARADINE ROAD KM734700



■ PERMANENT ACQUISITION AREA    ■ LAND NOT AFFECTED BY PROJECT    — CADASTRAL BOUNDARIES    [A] - 0.26 ha AREA OF PERMANENT ROAD ACQUISITION  
■ PERMANENT UTILITY EASEMENT AREA    ■ PERMANENT ACCESS EASEMENT AREA    --- EASEMENTS

GDA94(2010) 255

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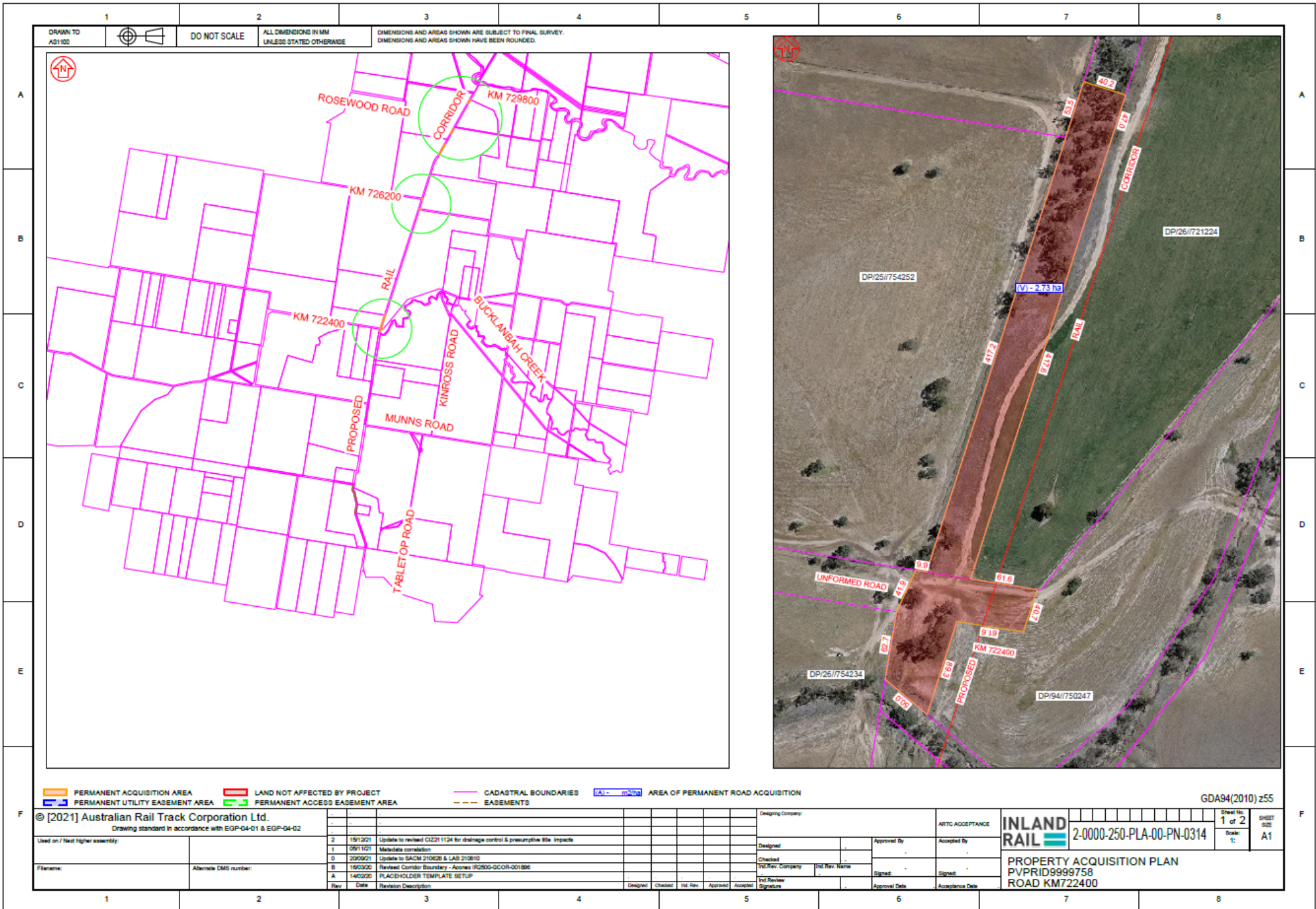
Drawing standard in accordance with EGP-04-01 & EGP-04-02

Rev	Date	Revision Description	Designed	Checked	Int. Rev.	Approved	Accepted
2	09/1/2021	Update to revised C12211124 for drainage control impacts					
1	03/1/2021	Metadata correction					
0	24/09/21	Update to SACM210412 & LAB210810					
B	19/03/20	Revised Corridor Boundary - Access 102900-GCOR-001896					
A	14/03/20	PLACEHOLDER TEMPLATE SETUP					

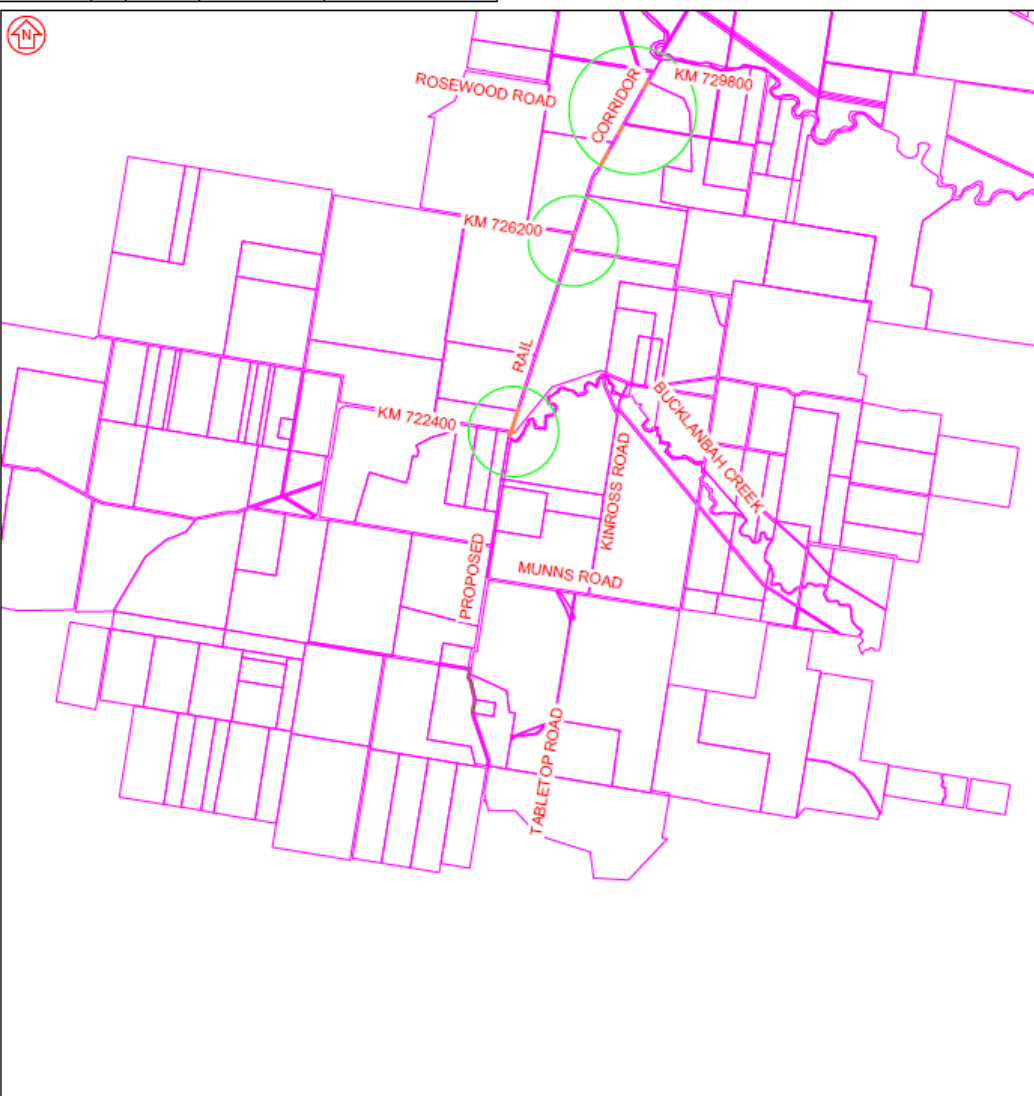
Designing Company:		ARTC ACCEPTANCE	
Designed	Approved By	Accepted By	
Checked	Int. Rev. Company	Int. Rev. Name	
Int. Review Signature	Int. Review Date	Approval Date	Acceptance Date

<b>INLAND RAIL</b> 2-0000-250-PLA-00-PN-0329 PROPERTY ACQUISITION PLAN PVPRID9999768 ROAD KM731800	Sheet No: <b>1 of 1</b>	SHEET SIZE: <b>A1</b>
	Scale: 1:	





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■ PERMANENT ACQUISITION AREA   
 ■ LAND NOT AFFECTED BY PROJECT   
 — CADASTRAL BOUNDARIES   
 ■ AREA OF PERMANENT ROAD ACQUISITION  
■ PERMANENT UTILITY EASEMENT AREA   
■ PERMANENT ACCESS EASEMENT AREA   
--- EASEMENTS

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Rev	Date	Revision Description	Designed	Checked	Int. Rev.	Approved	Accepted
2	19/1/2021	Update to revised C12211134 for drainage control & presumptive tile impacts					
1	09/1/1/21	Metadata correction					
0	20/09/21	Update to SACM 210628 & LAS 210810					
B	19/03/20	Revised Corridor Boundary - Access (R900-GCOR-001896)					
A	14/03/20	PLACEHOLDER TEMPLATE SETUP					

Designing Company:		ARTC ACCEPTANCE	
Designed:	Approved By:	Accepted By:	
Checked:	Int. Rev. Name:	Signed:	Signed:
Int. Review Company:	Int. Review Name:	Approval Date:	Acceptance Date:
Int. Review Signature:			

GDA94(2010) z55

Sheet No. 1 of 2  
Scale: 1:1  
SHEET SIZE: A1

**INLAND RAIL**  
 2-0000-250-PLA-00-PN-0314  
 PROPERTY ACQUISITION PLAN  
 PVPRID9999758  
 ROAD KM722400





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■ PERMANENT ACQUISITION AREA  
■ PERMANENT UTILITY EASEMENT AREA  
■ LAND NOT AFFECTED BY PROJECT  
■ PERMANENT ACCESS EASEMENT AREA  
--- CADASTRAL BOUNDARIES  
--- EASEMENTS  
I1 - 0.69 ha AREA OF PERMANENT ROAD ACQUISITION

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Drawing standard in accordance with EGP-04-01 & EGP-04-02

Used on / Next Higher assembly:	
File name:	Alternate CMS number:

Rev	Date	Revision Description	Designed	Checked	Iss. Rev.	Approved	Accepted
2	15/1/2021	Update to revised CL2211124 for drainage control & presumptive title impacts					
1	05/1/2021	Metadata correlation					
0	20/09/21	Update to SACM 210620 & LAB 210610					
B	19/03/20	Revised Corridor Boundary - Access (R2000-GC01-2018)B96					
A	14/02/20	PLACINGHOLDER TEMPLATE SETUP					

Designing Company:		ARTC ACCEPTANCE	
Designed:	Approved By:	Accepted By:	
Checked:	Iss. Rev. Company:	Iss. Rev. Name:	
Ind Review Signature:	Approval Date:	Acceptance Date:	

GDA94(2010) z55

Sheet No. 2 of 2  
Scale: 1: A1

**INLAND RAIL** 2-0000-250-PLA-00-PN-0314

**PROPERTY ACQUISITION PLAN**  
PVPRID9999758  
ROAD KM722400