

DEED OF COMPULSORY ACQUISITION BY AGREEMENT

SECTION 29

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

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

THIS DEED is made the day of 20

BETWEEN

Warrumbungle Shire Council ABN 63 348 671 239 of 14 - 22 John Street Coonabarabran, NSW 2357 ("**Owner**")

AND

TRANSPORT FOR NSW ABN 18 804 239 602 of 18 Lee Street, Chippendale NSW 2008, a corporation constituted under the *Transport Administration Act 1988* (NSW) ("**TfNSW**")

BACKGROUND

- A. As at the date of this Deed, the Acquired Interest is owned by the Owner and is "Crown land" within the meaning of section 4 of the Just Terms Act.
- B. Pursuant to clause 11 of Schedule 1 of the *Transport Administration Act 1988* (NSW), TfNSW may acquire land by agreement or by compulsory process in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW) ("**the Just Terms Act**") for the purpose of exercising its functions. TfNSW is an authority of the State for the purpose of the Just Terms Act.
- C. The Acquired Interest is required for the purpose of railway operations in connection with the "Inland Rail" project.
- D. The Owner and TfNSW have agreed pursuant to section 29 of the Just Terms Act to:
 - (a) the Acquisition by TfNSW; and
 - (b) payment of the Compensation Sum in full satisfaction of all liabilities, costs and Claims, including statutory interest, arising from or in connection with the Acquisition,

and without issuing a proposed acquisition notice to the Owner pursuant to section 11 of the Just Terms Act.

- E. The Acquired Interest will vest in TfNSW on the date of publication of an Acquisition Notice in the NSW Government Gazette in accordance with Part 2 Division 2 of the Just Terms Act.
- F. The agreement of TfNSW and the Owner in relation to the Acquisition is set out in this deed ("**Deed**").
- G. This Deed is made in accordance with, and in satisfaction of, section 29 of the Just Terms Act and sets out the terms on which the parties have agreed on all relevant matters concerning the Acquisition and the compensation to be paid for the Acquisition.

OPERATIVE PART:

1. INTERPRETATION

1.1 Definitions:

Acquired Interest means the Interest in the Land specified in Part A of SCHEDULE 1.

Acquisition means compulsory acquisition of the Acquired Interest by TfNSW with the Owner's consent in accordance with section 29 of the Just Terms Act by the publication of the Acquisition Notice.

Acquisition Date means the date on which the Acquisition Notice is published in the NSW Government Gazette.

Acquisition Notice means an acquisition notice under the Just Terms Act by which TfNSW effects the Acquisition.

Acquisition Plan means the plan prepared by or on behalf of TfNSW which appears at SCHEDULE 2 of this agreement indicating the Acquired Interest.

ARTC means Australian Rail Track Corporation Limited (ACN 081 455 754) and its agents, employees, invitees and contractors.

ARTC Rail Infrastructure means any item of infrastructure installed on the Land by or on behalf of ARTC for the purposes of Railway Operations, including in accordance with an interest or agreement specified in SCHEDULE 3 (if any).

Authority means:

- (a) any government in any jurisdiction, whether federal, state, territorial or local;
- (b) any provider of public utility services, whether statutory or not; and
- (c) any other person, authority, instrumentality or body having jurisdiction, rights, powers, duties or responsibilities over the property or any part of it.

Business Day means a day other than a Saturday, Sunday or public holiday in New South Wales.

Claim includes a claim, right, demand, entitlement, suit, liability, proceeding, cause of action or right of action of any sort, including for compensation.

Compensation Sum means the amount of \$1 (inclusive of GST, if applicable).

Confidential Information means:

- (a) the provisions of this Deed;
- (b) the fact that the parties have entered into this Deed; and
- (c) the Compensation Sum.

Encumbrance includes any mortgage, charge, bill of sale, pledge, deposit, lien, encumbrance, hypothecation, arrangement for the retention of title and any other right, interest, power or arrangement of any nature having the purpose or effect of providing a security interest to a third party for or in, or otherwise protecting against default in respect of the obligations of any person, whether registered or unregistered.

Exclusions if applicable, means those improvements, fixtures, fittings and other property owned by the Owner which, at the date of this Deed, are situated on, in or under that part of the Land which comprises the Acquired Interest and which the Owner is to remove on or before the Acquisition Date pursuant to clause 2.5, details of which are specified in Part B of SCHEDULE 1.

GST has the meaning set out in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Interest in land has the same meaning as it has in the Just Terms Act and the word "Interest" means such an Interest in land.

Land means the land forming part of the public road as shown in Schedule 2 and located in the Local Government Area of Warrumbungle Shire Council.

LRS means NSW Land Registry Services and the Registrar-General of New South Wales, or such other person or Authority having responsibility for land titling and registration services in New South Wales.

Owner's Property means, in respect of that part of the Land which comprises the Acquired Interest:

- (a) all improvements, including any structures and buildings; and
- (b) all plant and equipment, mechanical or otherwise, appurtenances, fittings, fixtures, furniture and furnishings of any kind,

which are owned by the Owner, excluding the Exclusions. For the avoidance of doubt, the ARTC Rail Infrastructure does not comprise Owner's Property.

Railway Operations has the same meaning as in the Rail Safety National Law (NSW) No 82a.

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

1.2 Terms and references

In this Deed:

- (a) headings are for convenience only and do not affect interpretation;

- (b) a reference to a party includes the party's executors, administrators, successors and permitted assigns;
- (c) if a party consists of more than one person this Deed binds them jointly and each of them severally;
- (d) a party which is a trustee is bound both personally and in its capacity as a trustee;
- (e) no rule of construction applies to the disadvantage of the party preparing this Deed on the basis that it prepared or put forward this Deed or any part of it,

and unless the context indicates a contrary intention:

- (f) the expression "**person**" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (g) a reference to one gender includes the other genders;
- (h) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (i) a reference to TfNSW includes any of its employees, invitees, representatives and contractors (as applicable);
- (j) words importing the singular include the plural (and vice versa);
- (k) the words subsidiary, holding company and related body corporate have the same meaning as in the Corporations Act 2001 (Cth);
- (l) references to clauses, schedules, exhibits, attachments or annexure are references to clauses, schedules, exhibits, attachments and annexure to or of this Deed, and a reference to this Deed includes any schedule, exhibit, attachment or annexure to this Deed;
- (m) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (n) if an act must be done on a specified day which is not a Business Day, the act must be done instead on the next Business Day;
- (o) the word "**includes**" in any form and similar expressions are not words of limitation; and
- (p) a reference to "\$" or "**dollar**" is to Australian currency.

1.3 Severability

If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Deed; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Deed.

1.4 No merger

The warranties, indemnities, undertakings, agreements and continuing obligations in this Deed do not merge on completion of the transactions contemplated by this Deed.

1.5 Governing law and jurisdiction

- (a) This Deed is governed and will be construed according to the laws of New South Wales.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Deed.
- (c) Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 1.5(b).

2. COMPULSORY ACQUISITION BY TfNSW

2.1 Agreement on compulsory acquisition

The Owner and TfNSW:

- (a) agree that TfNSW will compulsorily acquire the Acquired Interest in accordance with the Just Terms Act;
- (b) agree that this is an agreement in writing setting out all relevant matters concerning the Acquisition of the Interest and the compensation to be paid for the Acquisition of the Interest as referred to in section 29 of the Just Terms Act;
- (c) acknowledge that they have agreed on all relevant matters for the purposes of section 29 of the Just Terms Act;
- (d) agree that, as provided for in sub-section 29(4) of the Just Terms Act, the provisions of Division 1 of Part 2 (Pre-acquisition procedures) and Part 3 (Compensation for acquisition of land) of that Act do not apply to the Acquisition; and
- (e) agree that the compensation payable by TfNSW (inclusive of statutory interest) arising from or in connection with the Acquisition shall be limited to the Compensation Sum.

2.2 Approval of Acquisition Plan

The Owner and TfNSW agree that:

- (a) the Acquisition Plan is not in a form that is capable of being registered with LRS at the date of execution of this Deed;
- (b) TfNSW will, as soon as reasonably practicable after the date of this Deed, provide to the Owner a replacement plan of acquisition, substantially in conformity with the Acquisition Plan, but which is in a form capable of being registered as a deposited plan by LRS ("**Replacement Acquisition Plan**");
- (c) the Owner will be deemed to have approved the Replacement Acquisition Plan for the purposes of this Deed unless the Owner within 5 Business Days of receiving the

Replacement Acquisition Plan from TfNSW notifies TfNSW that there is a material and obvious error in the Replacement Acquisition Plan, in which case:

- (i) each party must act reasonably, promptly and in good faith to attempt to agree on the amendments that may be required to the Replacement Acquisition Plan to correct the obvious and material error identified by the Owner; and
- (ii) if the parties agree on the amendments required to the Replacement Acquisition Plan, the processes in clause 2.2(b) and this clause 2.2(c) must repeat until the earlier to occur of the date on which:
 - (A) the Owner is deemed by this clause 2.2(c) to have approved the Replacement Acquisition Plan;
 - (B) both parties have agreed in writing on the form of the Replacement Acquisition Plan; and
 - (C) this Deed is rescinded or terminated;
- (d) subject to clause 2.2(c), TfNSW will use TfNSW's reasonable endeavours to register the Replacement Acquisition Plan at LRS in accordance with clause 2.3 as soon as reasonably practicable after the Replacement Acquisition Plan has been approved or is deemed to have been approved by the Owner; and
- (e) effective on and from the date on which the Replacement Acquisition Plan is approved or is deemed to have been approved by the Owner, this Deed must be interpreted on the basis that:
 - (i) the form of the plan in SCHEDULE 2 is a plan in the form of the approved Replacement Acquisition Plan; and
 - (ii) every reference in this Deed (except in this clause 2.2) to "Acquisition Plan" must be read as a reference to a plan in the form of the approved Replacement Acquisition Plan.

2.3 Registration of Acquisition Plan

- (a) TfNSW must:
 - (i) lodge the Acquisition Plan for registration at LRS as soon as it is reasonably practicable for TfNSW to do so;
 - (ii) use TfNSW's reasonable endeavours to cause the Acquisition Plan to be registered expeditiously by LRS; and
 - (iii) notify the Owner as soon as reasonably practicable after TfNSW becomes aware that the Acquisition Plan has been registered by LRS.
- (b) The Owner must, if requested by TfNSW, use the Owner's reasonable endeavours to assist TfNSW to register the Acquisition Plan at LRS, including by obtaining or providing a consent or approval, by executing or providing a document, by providing information about the Acquired Interest or by assisting TfNSW to respond to any requisitions raised by LRS on the Acquisition Plan.
- (c) TfNSW may, without any effect on the agreement under clause 2.1 or the Acquisition as a whole, amend the Acquisition Plan prior to registration:

- (i) if the amendment is a minor amendment which will increase or decrease the area of the Acquired Interest by less than 5%, or if that amendment will modify a lot in the Acquisition Plan which is not the Acquired Interest;
 - (ii) to comply with a requisition made by LRS or an Authority or a requirement imposed by an Authority in connection with its approval to the Acquisition Plan;
 - (iii) to correct an error which is evident on the face of the Acquisition Plan; or
 - (iv) in a way which is more than minor (as described in clause 2.3(c)(i)), if the Owner consents to the amendment in writing.
- (d) The Owner will allow TfNSW and its authorised persons to have access to the Land when reasonably requested by TfNSW to assist TfNSW to facilitate the preparation, authorised amendment or registration of the Acquisition Plan.
- (e) The Owner must not object if TfNSW amends the Acquisition Plan under this clause 2.3.

2.4 TfNSW to notify Owner of Acquisition

As soon as practicable after the Acquisition Date, TfNSW must notify the Owner in writing of the publication of the Acquisition Notice.

2.5 Owner to remove Exclusions

Unless otherwise notified by TfNSW in writing, the Owner must ensure that any Exclusions are removed from that part of the Land that has been Acquired before the Acquisition Date. For the avoidance of doubt, unless TfNSW otherwise agrees in writing, the Owner must not remove any ARTC Rail Infrastructure from that part of the Land that has been Acquired, nor require ARTC to remove the ARTC Rail Infrastructure.

2.6 Owner's Property

With respect to any Owner's Property:

- (a) to the extent required to give legal effect to the transfer of the Owner's Property as at the Acquisition Date, no later than the date on which the Compensation Sum is paid to the Owner, the Owner must cause the legal title to the Owner's Property to pass to TfNSW, free of any Encumbrance (subject to any necessary registration); and
- (b) the Owner indemnifies TfNSW in respect of any Claim suffered or incurred by TfNSW to the extent that any Owner's Property was not free of Encumbrances.

2.7 TfNSW to pay Compensation Sum to Owner

TfNSW must pay the Compensation Sum to the Owner in accordance with clause 11.

2.8 Compensation Sum is only compensation payable

The Owner for itself and for every person claiming through the Owner at any time agrees that the payment to the Owner of the Compensation Sum is in full and final satisfaction of:

- (a) every right or entitlement of the Owner or any person claiming through the Owner;
- (b) every liability, duty or obligation of TfNSW to the Owner or any person claiming through the Owner; and

- (c) every Claim,

arising from or in connection with the Acquisition and no other compensation pursuant to the Just Terms Act or the Roads Act monetary or otherwise, will be payable to the Owner or any person claiming through the Owner in connection with the Acquisition or the public purpose for which the Acquisition has been carried out.

2.9 Release by Owner

The Owner for itself and for every person claiming through the Owner at any time hereby releases TfNSW unconditionally and forever from:

- (a) any right or entitlement of the Owner or any person claiming through the Owner;
- (b) any liability, duty or obligation of TfNSW to the Owner or any person claiming through the Owner; and
- (c) every Claim,

arising from or in connection with the Acquisition or any further compensation pursuant to the Just Terms Act or the Roads Act (monetary or otherwise) that would be payable to the Owner or any person claiming through the Owner in connection with the Acquisition or the public purpose for which the Acquisition has been carried out.

2.10 Owner's indemnity

The Owner must indemnify and keep indemnified TfNSW against:

- (a) any Claim that may be made against or suffered or incurred by TfNSW for compensation made by the Owner or a person claiming through the Owner, which Claim is the subject of the release in clause 2.9;
- (b) any Claim that may be made against or suffered or incurred by TfNSW arising from or in connection with the Acquisition including but not limited to any Claim by any person who asserts:
 - (i) a superior Interest in the Land or an Interest that otherwise ranks in priority to the Interest claimed by the Owner in the Land; or
 - (ii) any Interest in the Land the existence of which would itself contravene, or has come into existence by reason of, a contravention of any warranty or requirement in clause 3.2 or 3.3; and
- (c) any cost, loss, expense, liability or obligation incurred in connection with any such Claim.

3. WARRANTY AND UNDERTAKING

3.1 General warranty by Owner

The Owner warrants that it has taken all necessary action to authorise the execution and performance of this Deed and is authorised to grant all rights and carry out all obligations in accordance with the terms of this Deed.

3.2 Specific warranties by Owner

The Owner warrants in favour of TfNSW that as at the date of this Deed and immediately before the Acquisition Date:

- (a) in respect of that part of the Land that is the subject of the Acquisition, no other person has an Interest in the Land, whether registered or not, except as specifically disclosed in SCHEDULE 3;
- (b) it is either the registered proprietor of the Land or ownership of the Land is vested in the Owner under legislation;
- (c) in respect of that part of the Land that is the subject of the Acquisition, no person has been granted or has a right of refusal or a right to require an option to purchase the Land or any part of it; and
- (d) all rates, taxes and outgoings in connection with the Land (if any), including land tax (if any), have been paid.

3.3 No creation of new Interests in Land

- (a) From the date of this Deed, the Owner must not in any way deal with, create or dispose of any Interest in the Land or cause or permit any other person to do so without first obtaining TfNSW's consent in writing.
- (b) If following the date of this Deed and prior to the Acquisition Date, the Owner discovers that any person not specifically disclosed in SCHEDULE 3 has an Interest in the Land in respect of that part of the Land that is the subject of the Acquisition, the Owner must immediately inform TfNSW, in writing.
- (c) Upon the publication of the Acquisition Notice in the NSW Government Gazette the Owner will be taken to have warranted that immediately prior to that publication no other person has an Interest in the Land in respect of that part of the Land that is the subject of the Acquisition except as specifically disclosed in SCHEDULE 3 or under clause 3.3(b) above.

3.4 TfNSW's rights for breach of warranty

If TfNSW becomes aware (whether by notice under clause 3.3(b) or otherwise) that a warranty given in clause 3.2 or 3.3(c) is not correct or that the undertaking in clause 3.3(a) has not been complied with, then TfNSW may elect:

- (a) not to proceed with the Acquisition and to terminate this Deed;
- (b) to delay the Acquisition;
- (c) to proceed with the Acquisition; or
- (d) to do both (a) and (b) or both (b) and (c),

and TfNSW's rights to damages, indemnification or other remedies shall not be limited, reduced or waived by its election. Provided always that if TfNSW elects to proceed with the Acquisition (whether or not it also elects to delay), TfNSW shall (without limiting any other remedy) be entitled to retain or be reimbursed by the Owner a proportion of the Compensation Sum being the proportion that the market value of the Land affected by the Interest giving rise to the breach of warranty or undertaking bears to the market value of the Land if unaffected by any such Interest.

4. WHOLE AGREEMENT

- (a) This Deed contains the whole of the agreement of the parties in relation to the Acquisition and no alleged amendment or addition to it (except where the same is

evidenced in writing and signed by the delegate of or solicitor for TfNSW) will be binding on TfNSW.

- (b) Each party has entered into this Deed without relying on any representation by any other person or party purporting to represent that person or party.

5. WAIVER

- (a) A party's delay or failure to exercise a power or right does not operate as a waiver of that power or right or any duty, obligation or liability of the other party.
- (b) The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- (c) A waiver is not effective unless it is in writing.
- (d) A waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

6. COSTS AND DISBURSEMENTS

TfNSW will cause ARTC to pay the Owner's reasonable costs and disbursements connected with the negotiation, preparation and execution of this Deed.

7. COUNTERPARTS

This Deed may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same Deed.

8. CONFIDENTIALITY

8.1 Duty of confidentiality

The Owner must:

- (a) maintain confidentiality of the Confidential Information to ensure that without the prior written consent of TfNSW, Confidential Information is not disclosed to any third party;
- (b) take all necessary steps and do all things necessary, prudent or desirable in order to safeguard the Confidential Information;
- (c) not use or allow the use of, for any purpose, any portion of the Confidential Information; and
- (d) not make or allow copies of or extracts of all or any part of the Confidential Information.

8.2 Exceptions to duty of confidentiality

The provisions of this clause do not apply to the extent that the Owner:

- (a) is required by law or court order to disclose all or any part of the Confidential Information provided that the Owner must as soon as possible notify TfNSW of such disclosure; or
- (b) discloses the Confidential Information to the Owner's solicitors or consultants necessary to enable the parties to perform their obligations under this Deed and those persons agree to keep the Confidential Information confidential on the same basis as the Owner must do under this clause 8.

9. FURTHER ASSURANCE

As between the parties, the parties agree that they will at their own cost do all things (including executing all documents) necessary and desirable to give full effect to this Deed although not specifically provided for.

10. BAR TO PROCEEDINGS

This Deed may be pleaded and tendered by TfNSW in relation to any Claim brought or made in relation to the payment of compensation under the Roads Act and for each and every head of compensation under the Just Terms Act in connection with the Acquisition or the public purpose for which the Acquisition has been carried out, as an absolute bar to that Claim.

11. PAYMENT OF THE COMPENSATION SUM

The Owner acknowledges the receipt of the Compensation Sum from TfNSW.

12. REPAYMENT

In the event that the Acquisition Notice is rescinded or held to be invalid for any reason:

- (a) the Compensation Sum must be repaid to TfNSW on demand; and
- (b) no compensation shall be payable by TfNSW to the Owner other than any compensation which TfNSW must pay to the Owner pursuant to section 70 of the Just Terms Act.

13. ABANDONMENT

- (a) Despite any other provision of this Deed to the contrary, including clauses 2 and 9, TfNSW may elect not to proceed with the compulsory acquisition of the Acquired Interest for any reason by giving notice in writing to the Owner.
- (b) If TfNSW gives notice to the Owner pursuant to clause 13(a), then:
 - (i) this Deed terminates on the date of TfNSW's notice;
 - (ii) the Compensation Sum is not payable by TfNSW to the Owner; and
 - (iii) no compensation shall be payable by TfNSW to the Owner other than any compensation which TfNSW must pay to the Owner pursuant to section 69 of the Just Terms Act (if applicable).

14. SURVIVAL AND ENFORCEMENT OF INDEMNITIES

- (a) Each indemnity in this Deed is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Deed.
- (b) It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Deed.

15. NO FUTURE CLAIMS FOR COMPENSATION

It is the intention of the parties that the payment of the Compensation Sum under this Deed is full and complete compensation of the Owner in connection with the Acquisition and the public purpose for which the Acquisition has been carried out, such that no future owner of the Land or any other person who from time to time has an Interest in the Land shall have any further

entitlement to compensation in respect of those matters for which compensation has been paid under this Deed to the Owner.

16. NOTICES

Any notice, demand, consent or other communication (a "Notice") given or made under this Deed:

- (a) must be in writing and signed by an authorised officer of the sender;
- (b) must be delivered to the intended recipient by hand or sent by post (air mail if sent to an address in another country) to the relevant address below or such other address as a party notifies the other party from time to time in accordance with this clause 16:
 - (i) to TfNSW Senior Manager, Valuations and Acquisitions
Transport for NSW

27-31 Argyle Street
Parramatta NSW 2150
 - (ii) to the Owner the address set out on the first page of this Deed
- (c) will be taken to be duly given or made:
 - (i) in the case of delivery by hand, when delivered; and
 - (ii) in the case of delivery by post, on the third (seventh, if sent to an address in another country) day after the date of posting,

but if the result is that a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent or is later than 4pm (local time) it will be taken to have been duly given or made at 9am on the next Business Day in that place.

17. TERMINATION OF EXISTING LICENCE

17.1 Definitions

In this clause 17, "Existing Licence" means the licence under section 138 of the Roads Act in respect of the land comprising the Acquired Interest between the Owner (as licensor) and ARTC (as licensee), dated [date].

17.2 Acknowledgements

TfNSW acknowledges that:

- (a) the Owner has disclosed the Existing Licence to TfNSW;
- (b) it is a term of the Existing Licence that the Existing Licence will expire on the acquisition of the licensed land under section 29 of the Just Terms Act; and
- (c) the Existing Licence will expire on the Acquisition Date in accordance with the terms of the Existing Licence.

17.3 Owner to notify ARTC of Acquisition

The Owner must, as soon as reasonably practicable after the Acquisition Date, notify ARTC that:

- (a) the licensed area under the Existing Licence has been acquired by TfNSW in accordance with this Deed and the Just Terms Act; and
- (b) the Existing Licence has been terminated in accordance with the terms of the Existing Licence as a result of that acquisition.

DRAFT

EXECUTED AS A DEED

Transport for NSW

SIGNED, SEALED and DELIVERED for and)
on behalf of **TRANSPORT FOR NSW ABN**)
18 804 239 602 by a duly authorised)
delegate and in the presence of:)
)

.....
Signature of Delegate

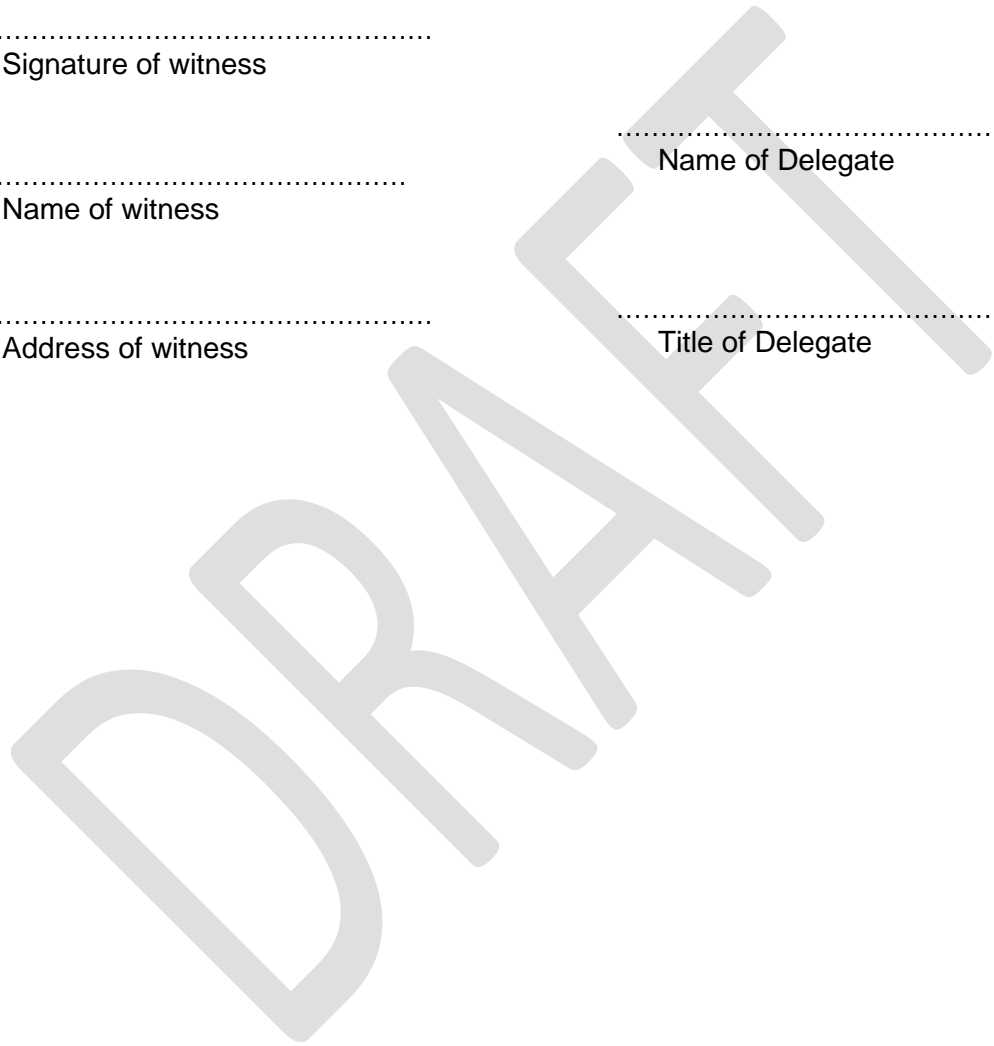
.....
Signature of witness

.....
Name of Delegate

.....
Name of witness

.....
Title of Delegate

.....
Address of witness



Owner

SIGNED, SEALED and DELIVERED by)
)
Warrumbungle Shire Council ABN **63**)
348 671 239 by its authorised delegate)
pursuant to section 377 of the Local
Government Act 1993 (NSW) and a
resolution passed by Warrumbungle Shire
Council on **20**

in the presence of:

.....
Signature of authorised delegate

.....
Signature of witness

.....
Delegate's title

.....
Name of witness

.....
Address of witness

SCHEDULE 1

Description of Interests in the Land

(pursuant to clause 1.1)

PART A. Acquired Interest

All of the Owner's estate in fee simple in that part of the Land delineated as Public Road including the Owner's Property, and including all other rights, entitlements and interests of the Owner in that part of the Land and all other Interests in that part of the Land, including those specified in SCHEDULE 3.

The Plan of Proposed Acquisition showing the land to be acquired is set out in SCHEDULE 2.

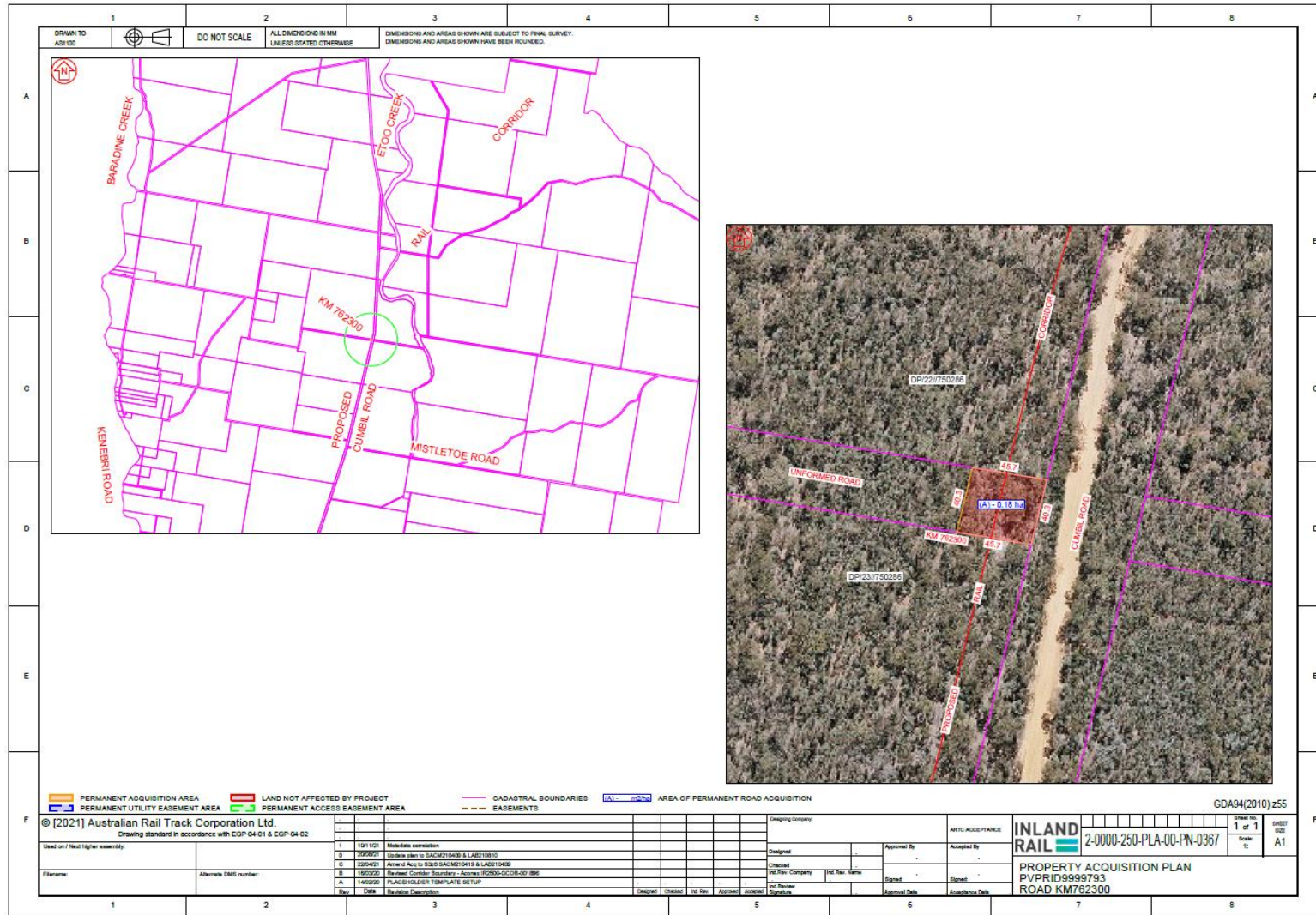
PART B. Exclusions of Owner's Property

Nil.

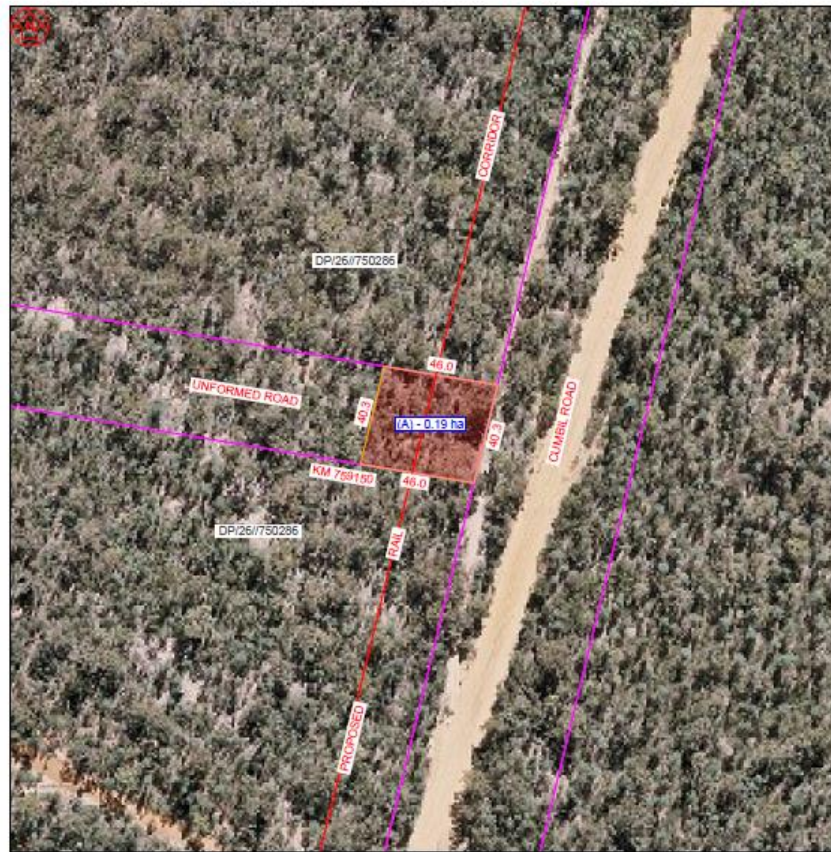
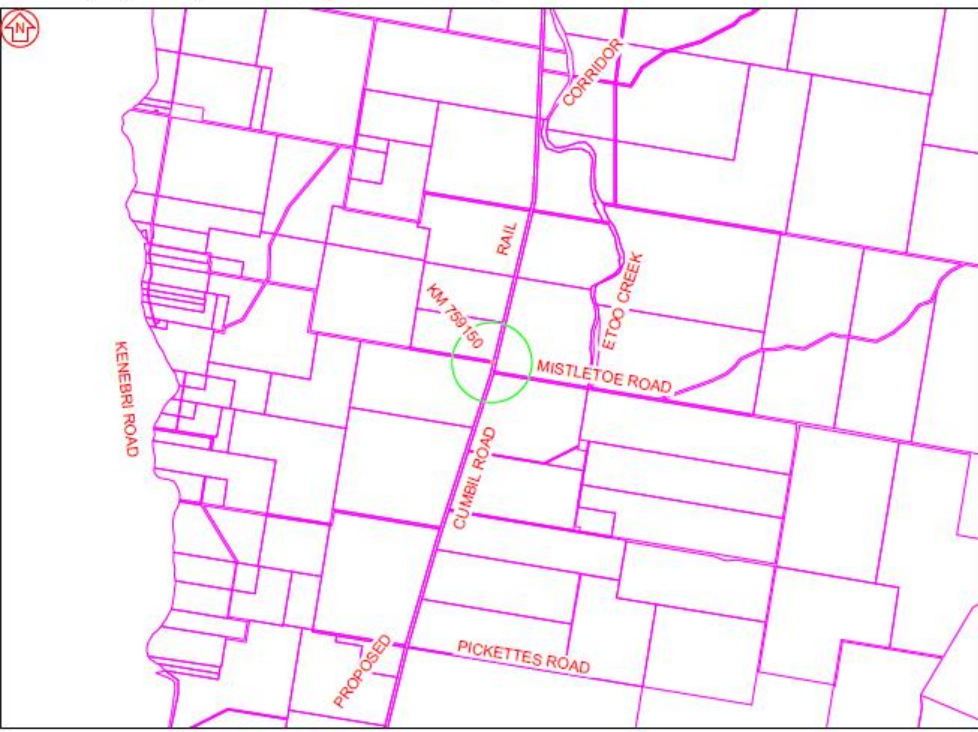
[Drafting note: Insert any Owner's Exclusions – i.e. improvements, fixtures, fittings or other property owned by the Owner which form part of the Acquired Interest. If there are none, leave the wording as "Nil".]

SCHEDULE 2

Plan of Proposed Acquisition



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
 A1-0.19 ha AREA OF PERMANENT ROAD ACQUISITION
■ PERMANENT UTILITY EASEMENT AREA
■ PERMANENT ACCESS EASEMENT AREA
--- EASEMENTS

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Used on / Next higher assembly:

1	1011121	Metadata correlation
D	2566621	Update plan to SACM210439 & LAB210810
C	2264921	Amend Acc to 53a5 SACM210419 & LAB210409
B	1960320	Revised Corridor Boundary - Aconex (G2900-GCOR-001896
A	1460320	PLACEHOLDER TEMPLATE SETUP

Alternate OMS number:

Rev	Date	Revision Description	Design	Checked	Int. Rev.	Approved	Accepted

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

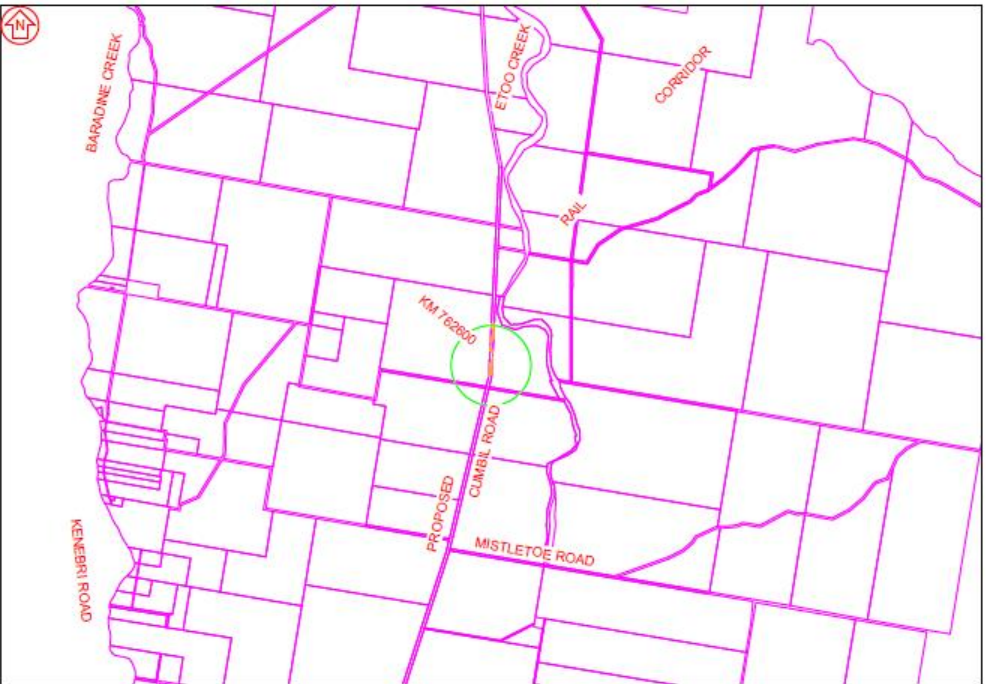
INLAND RAIL

2-0000-250-PLA-00-PN-0366

PROPERTY ACQUISITION PLAN
 PVPRID9999790
 ROAD KM759150

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

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
■ PERMANENT UTILITY EASEMENT AREA
■ PERMANENT ACCESS EASEMENT AREA
--- EASEMENTS
A1 - 0.93 km AREA OF PERMANENT ROAD ACQUISITION

GDA94(2010) z55

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

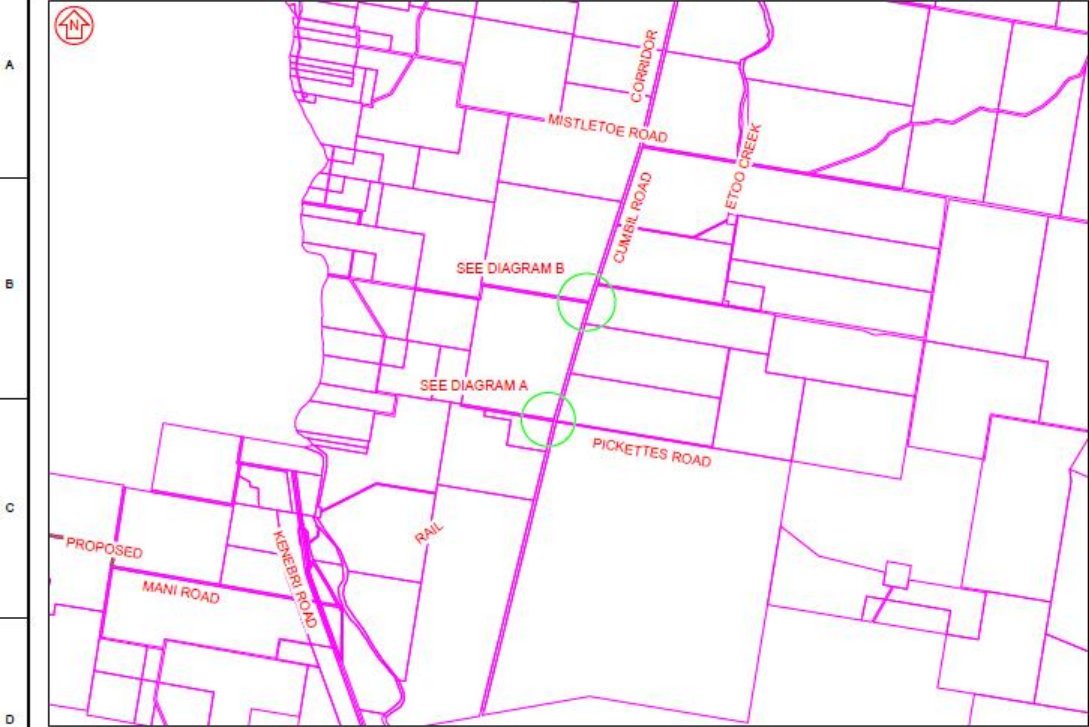
Rev	Date	Revision Description	Design	Checked	1st Rev	Approved	Accepted
1	12/11/21	Metadata correlation					
2	20/09/21	Update plan to SACM210408 & LAB210810					
3	22/04/21	Amend Acq to SACM210419 & LAB210408					
4	19/03/20	Revised Corridor Boundary - Aconex (R200-GCOR-001896					
5	14/02/20	PLACEHOLDER TEMPLATE SETUP					

Designing Company		ARTC ACCEPTANCE	
Designed	Approved By	Accepted By	Accepted Date
Checked			
1st Rev. Company	1st Rev. Name	Signed	Signed
1st Review Signatures		Approval Date	Acceptance Date

INLAND RAIL
 2-0000-250-PLA-00-PN-0361
 PROPERTY ACQUISITION PLAN
 PVPRID9999784
 CUMBIL ROAD

Sheet No: 1 of 1
 Scale: A1

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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Use on / Next higher assembly:

Filename: _____ Alternate DMS number: _____

Rev	Date	Revision Description	Design	Checked	Int. Rev.	Approved	Accepted
1	10/1/2021	Metadata correction					
2	29/09/21	Update plan to SACM210409 & LAB210810					
3	22/04/21	Amend Acc to 538 SACM210419 & LAB210409					
4	18/03/20	Revised Corridor Boundary - Access (IG900-GCOR-001)B96					
5	14/03/20	PLACEHOLDER TEMPLATE SETUP					

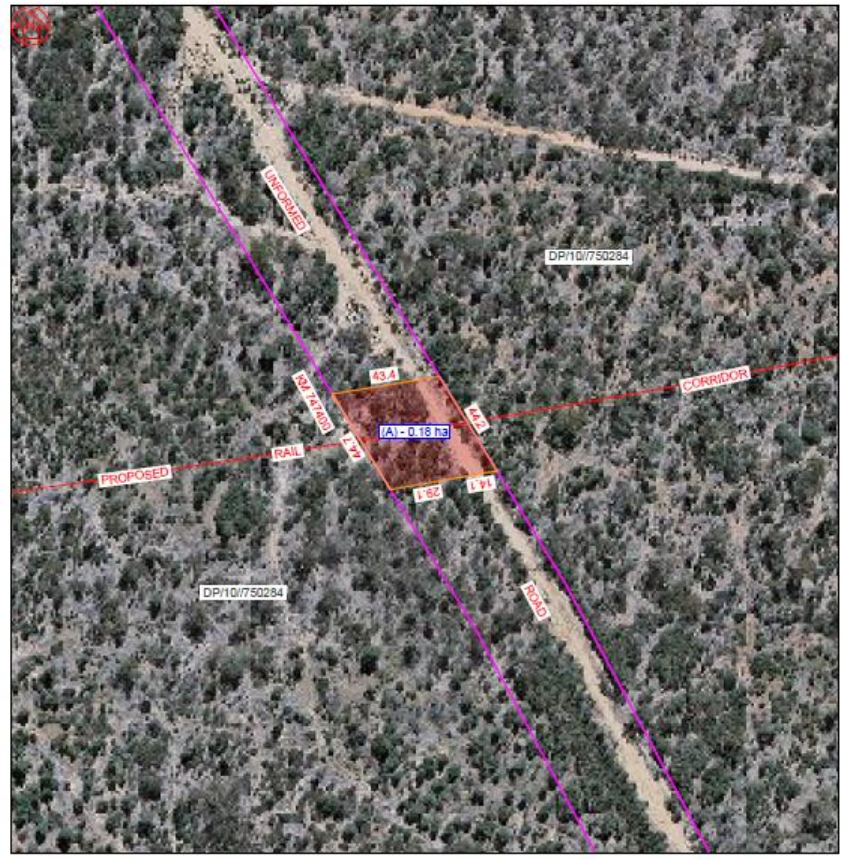
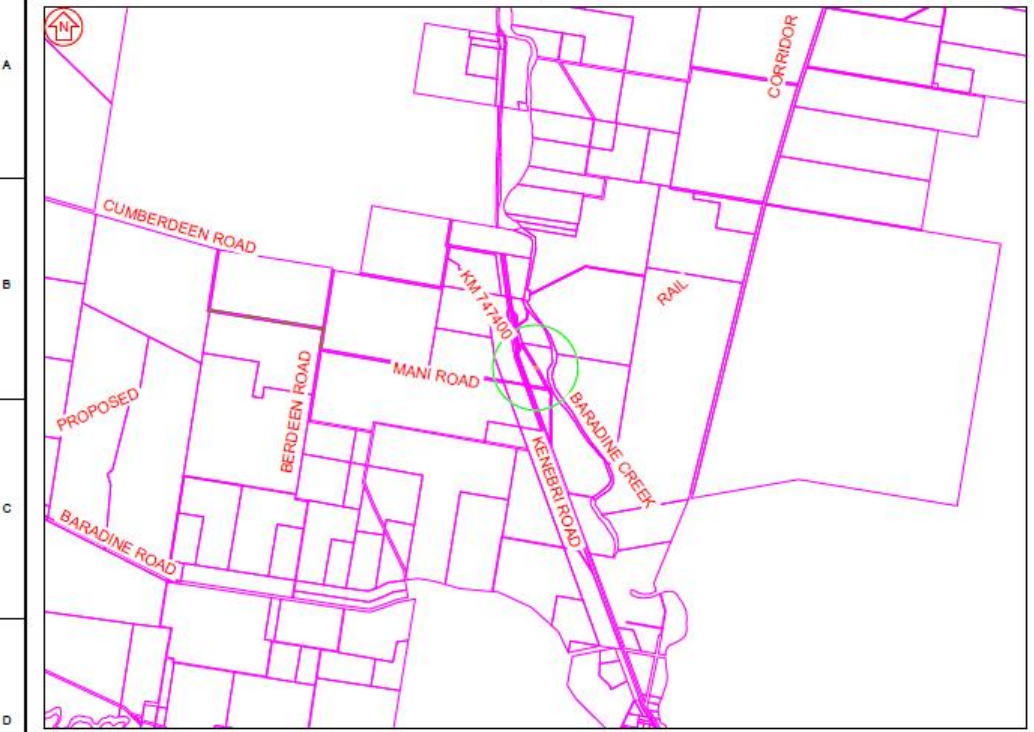
Designing Company:		ARTC ACCEPTANCE	
Designed:	Approved By:	Accepted By:	
Checked:	Int. Rev. Name:	Signed:	Signed:
Int. Review Signature:	Approval Date:	Acceptance Date:	

INLAND RAIL 2-0000-250-PLA-00-PN-0360

PROPERTY ACQUISITION PLAN
 PVPRID9999783
 ROAD KM753200

Sheet No: 1 of 1
 Scale: A1

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
■ PERMANENT UTILITY EASEMENT AREA
■ PERMANENT ACCESS EASEMENT AREA
--- EASEMENTS
[A]-0.18 ha AREA OF PERMANENT ROAD ACQUISITION

GDA84(2010) z55

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Used on / Next higher assembly:

Filename:	Alternate DMS number:
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Rev	Date	Revision Description	Designed	Checked	Int. Rev.	Approved	Accepted
1	02/11/21	Metadata correction					
2	24/09/21	Update to SACM210412 & LA8210810					
3	19/03/20	Revised Corridor Boundary - Access (R0900-GCOR-001)B96					
4	14/02/20	PLACEHOLDER TEMPLATE SETUP					

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

INLAND RAIL
 2-0000-250-PLA-00-PN-0355
 PROPERTY ACQUISITION PLAN
 PV/PRID9999779
 ROAD KM747400

Sheet No: 1 of 1
 Scale: A1

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

GDA94(2010) z55

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		Designed:					Approved By:	
Used on / Next higher assembly:		Checked:					Accepted By:	
Filename:		Int. Rev. Company:					Signed:	
Alternate DMS number:		Int. Rev. Name:					Signed:	
Rev:		Date:					Approval Date:	
Rev:		Description:					Acceptance Date:	
Design:		Checked:					Approval Date:	
Int. Rev:		Approved:					Acceptance Date:	
Accepted:		Design:					Approval Date:	



2-0000-250-PLA-00-PN-0354

PROPERTY ACQUISITION PLAN
 PVPRID9999778
 BERDEEN ROAD KM743100

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

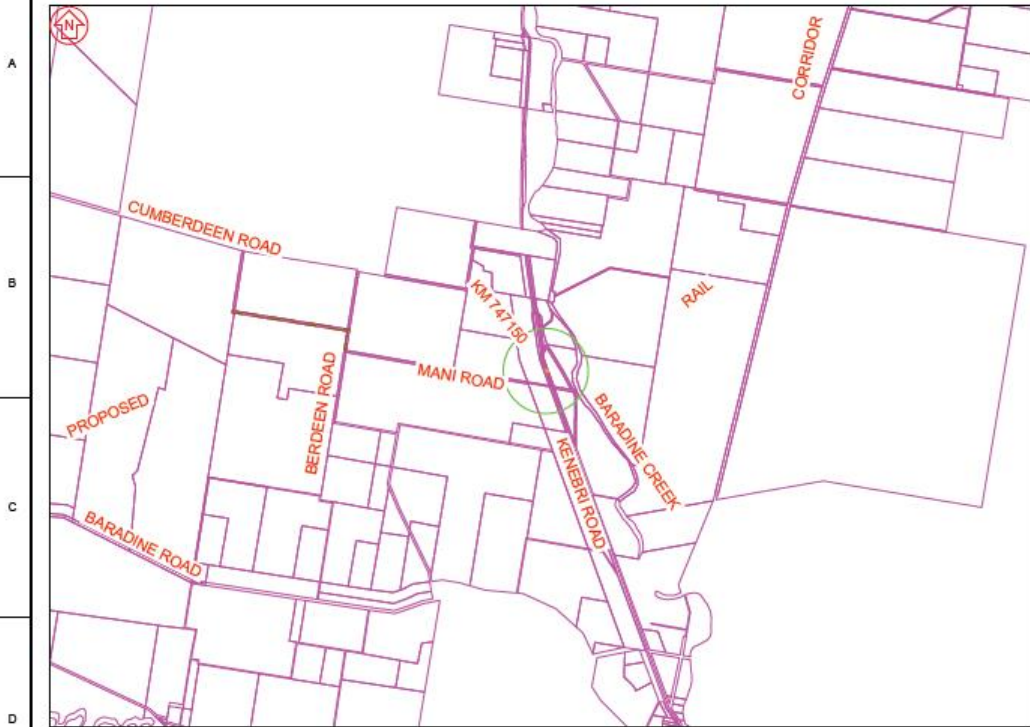
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DO NOT SCALE

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

GDA94(2010) z55

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 Used on / Next higher assembly:

Rev	Date	Revision Description	Designed	Checked	Int. Rev.	Approved	Accepted
1	05/11/21	Metadata correction					
D	24/09/21	Update to SACM210412 & LA0210610					
B	16/03/20	Revised Corridor Boundary - Access IR2500-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	
Approved Date	Approval Date	Acceptance Date	

INLAND RAIL
 2-0000-250-PLA-00-PN-0351
 PROPERTY ACQUISITION PLAN
 PVPRID999777
 KENEBRI ROAD KM747150

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

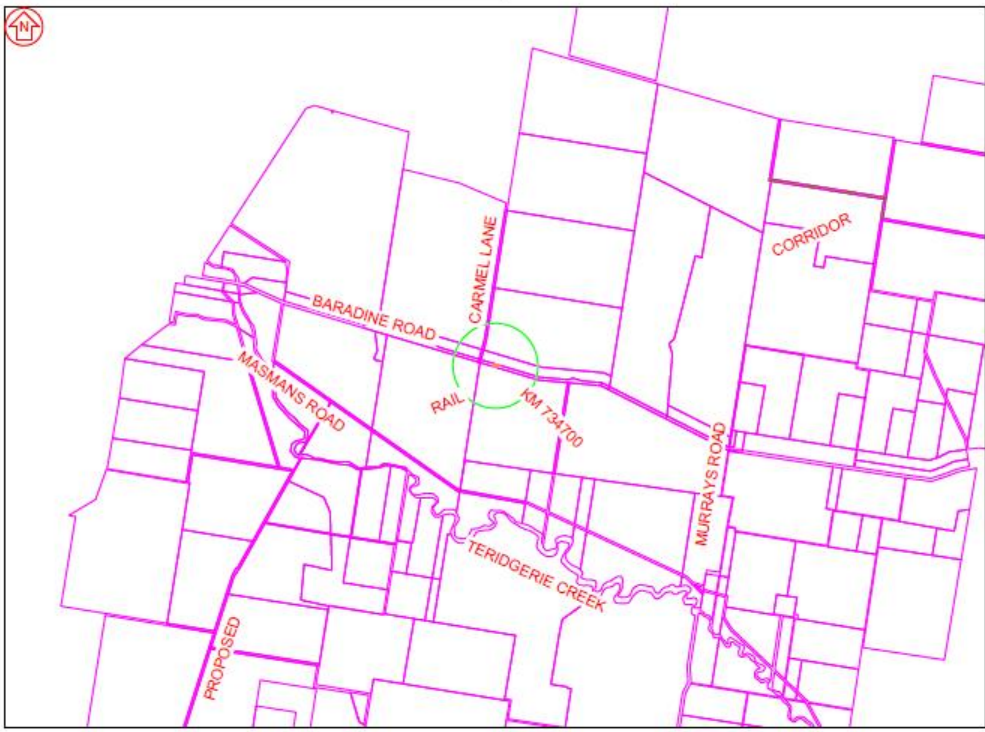
DRAWN TO AS1100



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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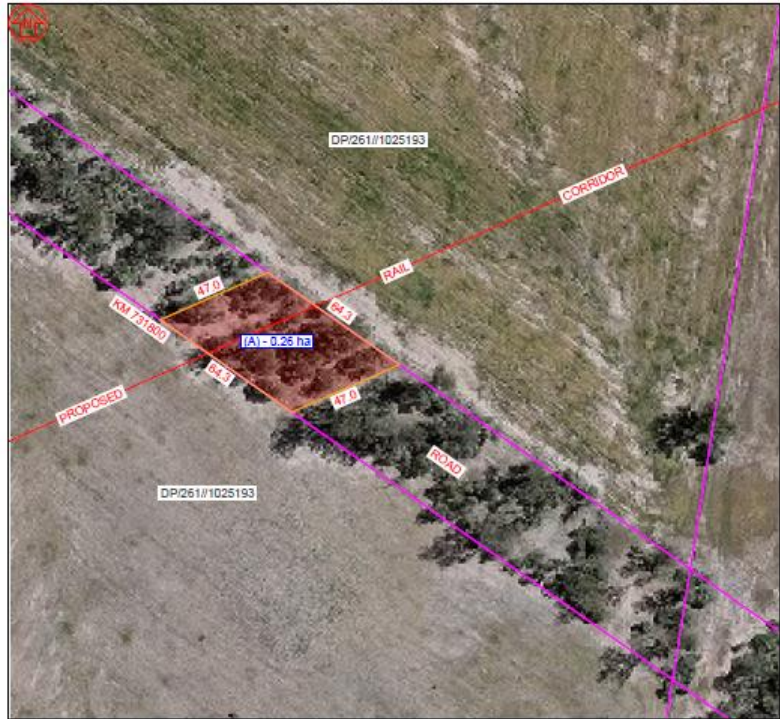
Rev	Date	Revision Description	Designed	Checked	Int. Rev.	Approved	Accepted
1	03/11/21	Metadelta correction					
D	24/09/21	Update to SACM210412 & LA0210810					
B	19/03/20	Revised Corridor Boundary - Access IR2900-000R-001896					
A	14/03/20	PLACEHOLDER TEMPLATE SETUP					

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

2-0000-250-PLA-00-PN-0337
 PROPERTY ACQUISITION PLAN
 PVPRID9999772
 BARADINE ROAD KM734700

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

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] - 0.26 ha AREA OF PERMANENT ROAD ACQUISITION
■ PERMANENT UTILITY EASEMENT AREA
■ PERMANENT ACCESS EASEMENT AREA
--- EASEMENTS

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

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

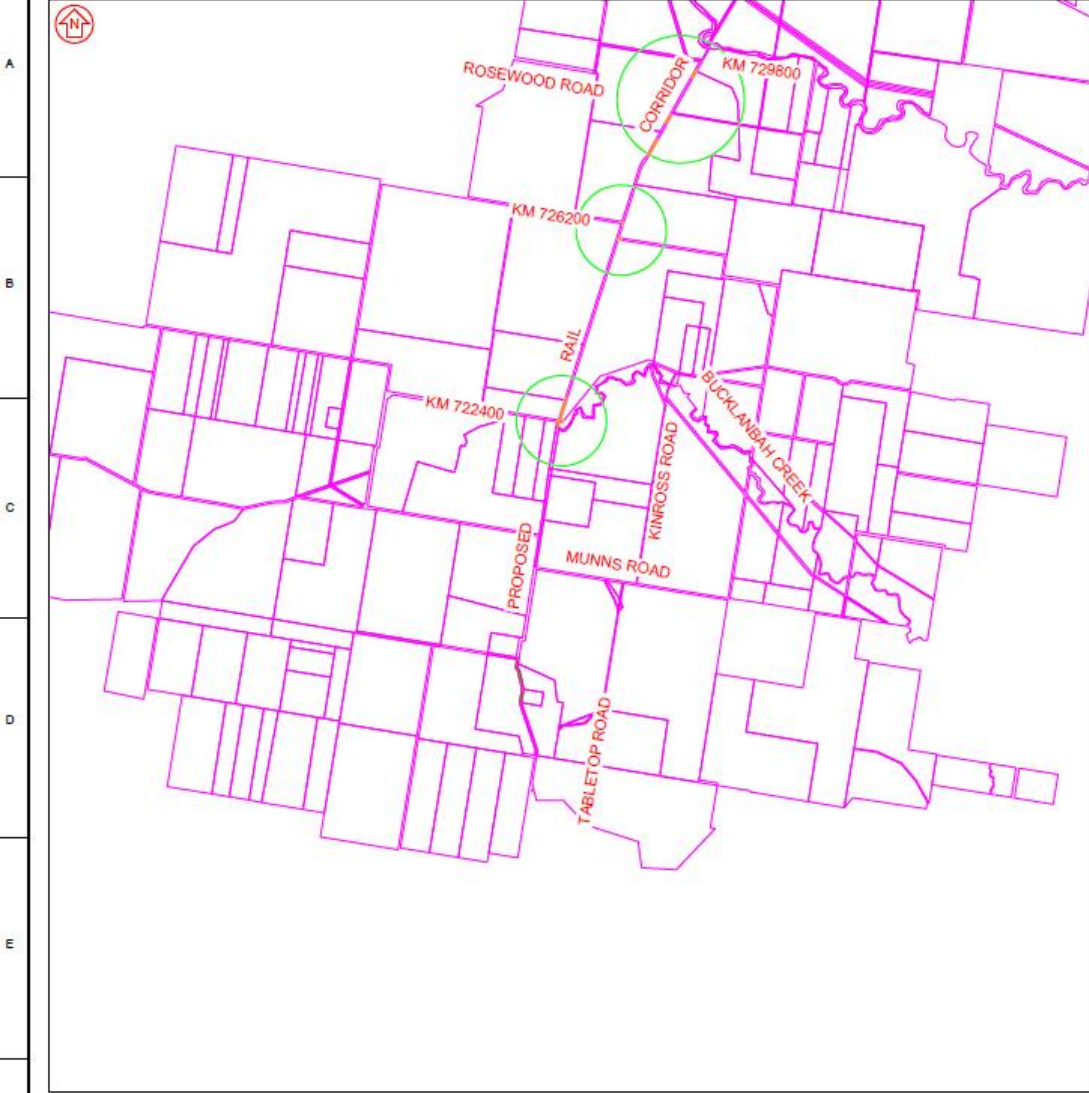
Rev	Date	Revision Description	Designed	Checked	1st Rev	Approved	Accepted
2	09/12/21	Update to revised C1Z21124 for drainage control impacts					
1	03/11/21	Metadata correction					
D	24/09/21	Update to SACM210412 & LA0210010					
B	19/03/20	Revised Corridor Boundary - Access 10500-000R-001B06					
A	14/03/20	PLACEHOLDER TEMPLATE SETUP					

Designing Company:		ARTC ACCEPTANCE	
Designed:	Approved By:	Accepted By:	
Checked:	1st Rev. Company:	Signed:	Signed:
1st Review Signature:	1st Rev. Name:	Approval Date:	Acceptance Date:

2-0000-250-PLA-00-PN-0329
 PROPERTY ACQUISITION PLAN
 PVPRID9999768
 ROAD KM731800

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

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 (orange outline)
 PERMANENT UTILITY EASEMENT AREA (blue outline)
 PERMANENT ACCESS EASEMENT AREA (green outline)
 LAND NOT AFFECTED BY PROJECT (red outline)
 CADASTRAL BOUNDARIES (purple outline)
 EASEMENTS (dashed line)
 AREA OF PERMANENT ROAD ACQUISITION (purple outline)

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

Rev	Date	Revision Description	Design	Check	Iss. Rev.	Approve	Accepted
3	19/1/2021	Update to revised CSE211124 for drainage control & prescriptive site impacts					
1	09/1/2021	Metadata correction					
D	23/09/20	Update to SACM 210028 & LAB 210010					
B	19/03/20	Revised Corridor Boundary - Access IFR900-GCOR-001/896					
A	14/02/20	PLACEHOLDER TEMPLATE SETUP					

Design Company		ARTC ACCEPTANCE	
Design	Approved By	Accepted By	
Checked	Signed	Signed	
Iss. Review Company	Iss. Review Name	Approval Date	Acceptance Date
Iss. Review Signature			


GDA94(2010) z55

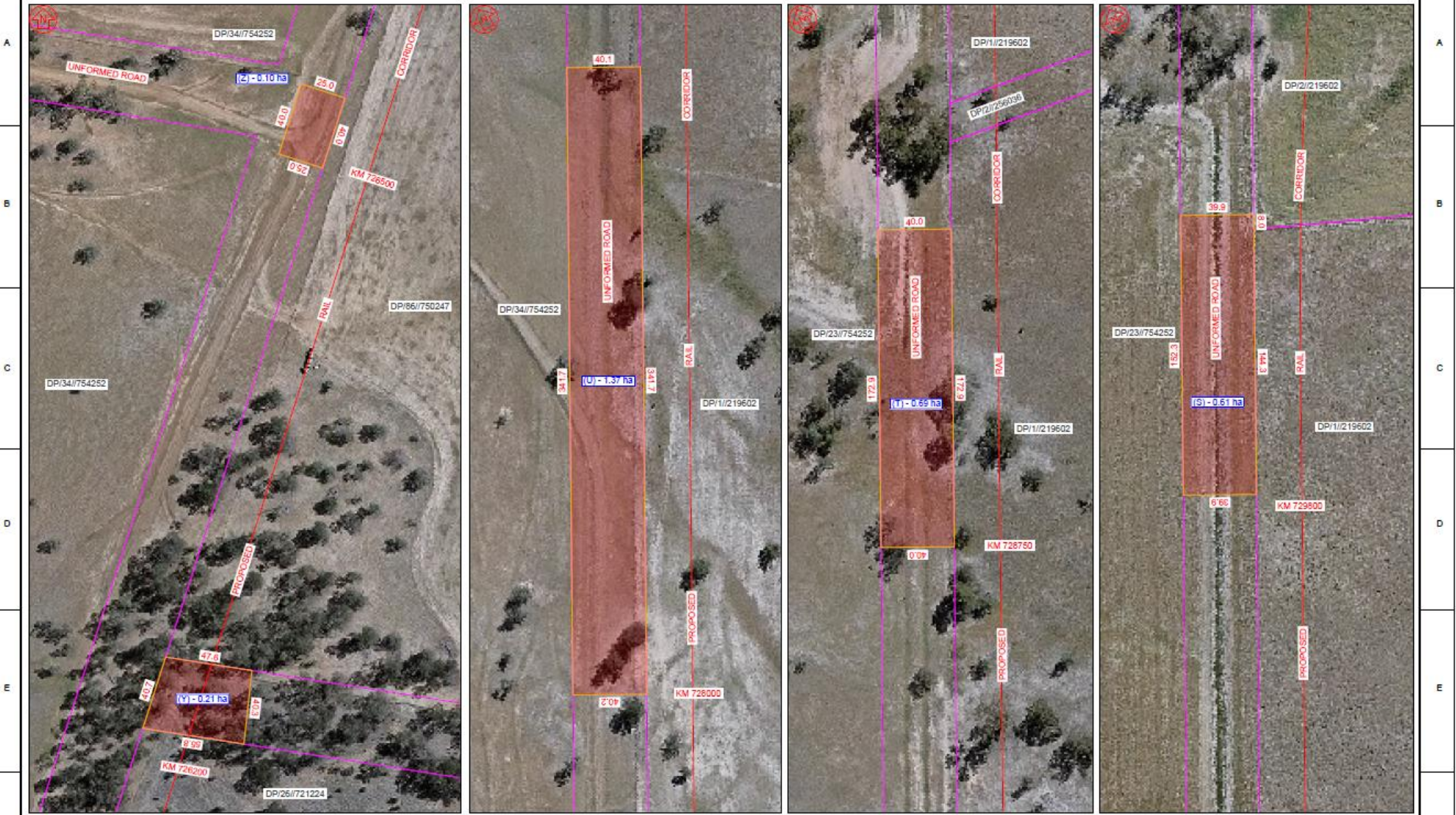
Sheet No. 1 of 2
 SHEET SIZE A1

2-0000-250-PLA-00-PN-0314

INLAND RAIL

PROPERTY ACQUISITION PLAN
 PVPRID9999758
 ROAD KM722400

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
 ■ PERMANENT UTILITY EASEMENT AREA
 ■ PERMANENT ACCESS EASEMENT AREA
 ■ (A) - m²/ha AREA OF PERMANENT ROAD ACQUISITION
 --- EASEMENTS

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

Rev	Date	Revision Description	Designed	Checked	Nil Rev.	Approved	Accepted
2	15/1/2021	Update to revised C1221124 for drainage control & presumptive title impacts					
1	05/1/121	Metadata correction					
0	20/09/21	Update to SACM 210628 & LAS 210810					
B	19/03/20	Revised Corridor Boundary - Access (R2900-GCOR-001)B96					
A	14/03/20	PLACEHOLDER TEMPLATE SETUP					

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


2 of 2 SHEET SIZE: A1
 Scale: 1:1
PROPERTY ACQUISITION PLAN
 PVPRID9999758
 ROAD KM722400

SCHEDULE 3

Disclosed Interests in the Land (clause 3)

[Drafting note: Information about any other interests in the Land to be obtained from the Owner and inserted into this Schedule 3. This schedule should list any registered interests showing on the title as well as any leases, occupation rights, easements, covenants, etc that are unregistered (Owner to confirm these during discussions).]

[If any of the disclosed interests are also required for the Project, separate PANs and arrangements with those interest holders will be required.]

Licence under section 138 of the Roads Act in respect of the land comprising the Acquired Interest between the Owner (as licensor) and ARTC (as licensee), dated [Date]. ***[Drafting note: Include this wording if you require clause 17 ("termination of existing licence") to remain in this deed, i.e. there is an existing agreement between ARTC and the roads authority which should be terminated upon the compulsory acquisition of the road.]***