



# TASMANIAN GOVERNMENT GAZETTE

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## Land Acquisition

### Land Acquisition Act 1993 (Sections 16 & 18)

#### Notice of Acquisition

Pursuant to sections 16 and 18 of the *Land Acquisition Act 1993* (LAA) and section 56G of the *Water and Sewerage Industry Act 2008* the Tasmanian Water & Sewerage Corporation Pty Ltd (ACN 162 220 653) of 169 Main Road Moonah Tasmanian 7009 (**TasWater**) (being an acquiring authority in accordance with the LAA) does hereby declare that the Land and Easements described in the First Schedule hereto are taken and vested in TasWater absolutely under the LAA for the authorised purpose of constructing, installing, operating and maintaining water infrastructure for the Ringarooma water supply scheme.

Dated this 25<sup>th</sup> day of July 2018

.....  
**Amy Smith**  
Seconded lawyer,  
TasWater

#### First Schedule

##### Land:

"Land" means that parcel of land marked on the Plan of Survey at Schedule 2 as Lot 1 measuring 427m<sup>2</sup> situated in the Land District of Dorset and the Parish of Branxholm in Tasmania being that land comprised in Folio of the Register Volume 156437 Folio 2 and registered in the names of Richard John Beswick and Dorothy Margaret Beswick (**Land Owner**).

##### Easements:

1. A Pipeline and Services Easement within that area of the land shown as PIPELINE AND SERVICES EASEMENT;
2. An Electrical Infrastructure Easement within that area of the land shown as ELECTRICAL INFRASTRUCTURE EASEMENT 5.50 WIDE;
3. A Drainage Easement within that area of the land shown as DRAINAGE EASEMENT 3.50 WIDE; and
4. Right of Way Easements within that area of the land shown as RIGHT OF WAY 'A' 4.00 WIDE and RIGHT OF WAY 'B',

on the Plan of Survey at Schedule 2 situated in the Land District of Dorset and the Parish of Branxholm in Tasmania being that land comprised in Folio of the Register Volume 156437 Folio 2 and registered in the name of the Land Owner.

**“PIPELINE AND SERVICES EASEMENT”**; **“ELECTRICAL INFRASTRUCTURE EASEMENT”** and **“DRAINAGE EASEMENT”** means:

THE FULL RIGHT AND LIBERTY for the Transferee at all times to:

- (1) enter and remain upon the Easement Land with or without employees, contractors, agents and all other persons duly authorised by it and with or without machinery, vehicles, plant and equipment;
- (2) investigate, take soil, rock and other samples, survey, open and break up and excavate the Easement Land for any purpose or activity that the Transferee is authorised to do or undertake;
- (3) install, retain, operate, modify, relocate, maintain, inspect, cleanse and repair the Infrastructure;
- (4) remove and replace the Infrastructure;
- (5) run and pass sewage, water and electricity through and along the Infrastructure;
- (6) do all works reasonably required in connection with such activities or as may be authorised or required by any law:
  - a) without doing unnecessary damage to the Easement Land; and
  - b) leaving the Easement Land in a clean and tidy condition; and
- (7) if the Easement Land is not directly accessible from a highway, then for the purpose of undertaking any of the preceding activities the Transferee may with or without employees, contractors, agents and all other persons authorised by it, and with or without machinery, vehicles, plant and equipment enter the Lot from the highway at any then existing vehicle entry and cross the Lot to the Easement Land; and
- (8) use the Easement Land as a right of carriageway for the purpose of undertaking any of the preceding purposes on other land, the Transferee reinstating any damage that it causes in doing so to any boundary fence of the Lot.

PROVIDED ALWAYS THAT:

- (1) The Transferor must not without the written consent of the Transferee first had and obtained and only in compliance with any conditions which form the consent:
  - (a) alter, excavate, plough, drill or otherwise penetrate the ground level of the Easement Land;
  - (b) install, erect or plant any building, structure, fence, pit, well, footing, pipeline, paving, tree, shrub or other object on or in the Easement Land;
  - (c) remove any thing that supports, protects or covers any Infrastructure on or in the Easement Land;
  - (d) do any thing which will or might damage or contribute to damage to any of the Infrastructure on or in the Easement Land;
  - (e) in any way prevent or interfere with the proper exercise and benefit of the Easement Land by the Transferee or its employees, contractors, agents and all other persons duly authorised by it; or
  - (f) permit or allow any action which the Transferor must not do or acquiesce in that action.
- (2) The Transferee is not required to fence any part of the Easement Land.
- (3) The Transferor may erect a fence across the Easement Land at the boundaries of the Lot.
- (4) The Transferor may erect a gate across any part of the Easement Land subject to these conditions:
  - (a) the Transferor must provide the Transferee with a key to any lock which would prevent the opening of the gate; and
  - (b) if the Transferor does not provide the Transferee with that key or the key provided does not fit the lock, the Transferee may cut the lock from the gate.
- (5) If the Transferor causes damage to any of the Infrastructure, the Transferor is liable for the actual cost to the Transferee of the repair of the Infrastructure damaged.
- (6) If the Transferor fails to comply with any of the preceding conditions, without forfeiting any right of action, damages or otherwise against the Transferor, the Transferee may:

- (a) reinstate the ground level of the Easement Land; or
- (b) remove from the Easement Land any building, structure, pit, well, footing, pipeline, paving, tree, shrub or other object; or
- (c) replace any thing that supported, protected or covered the Infrastructure.

In this definition of Pipeline and Services Easement, Electrical Infrastructure Easement and Drainage Easement:

**“Easement Land”** means the land which is subject to this easement.

**“Infrastructure”** means infrastructure owned or for which the Transferee is responsible and includes but is not limited to:

- (a) sewer pipes and water pipes and associated valves;
- (b) telemetry and monitoring devices;
- (c) inspection and access pits;
- (d) power poles and lines, electrical wires, electrical cables and other conducting media (excluding telemetry and monitoring devices);
- (e) markers or signs indicating the location of the Easement Land, the Infrastructure or any warnings or restrictions with respect to the Easement Land or the Infrastructure;
- (f) any thing reasonably required to support, protect or cover any of the Infrastructure;
- (g) any other infrastructure whether of a similar nature or not to the preceding which is reasonably required for the piping of sewage or water, or the running of electricity, through the Easement Land or monitoring or managing that activity; and
- (h) where the context permits, any part of the Infrastructure.

**“Lot”** means the land contained in Folio of the Register Volume 156437 Folio 2.

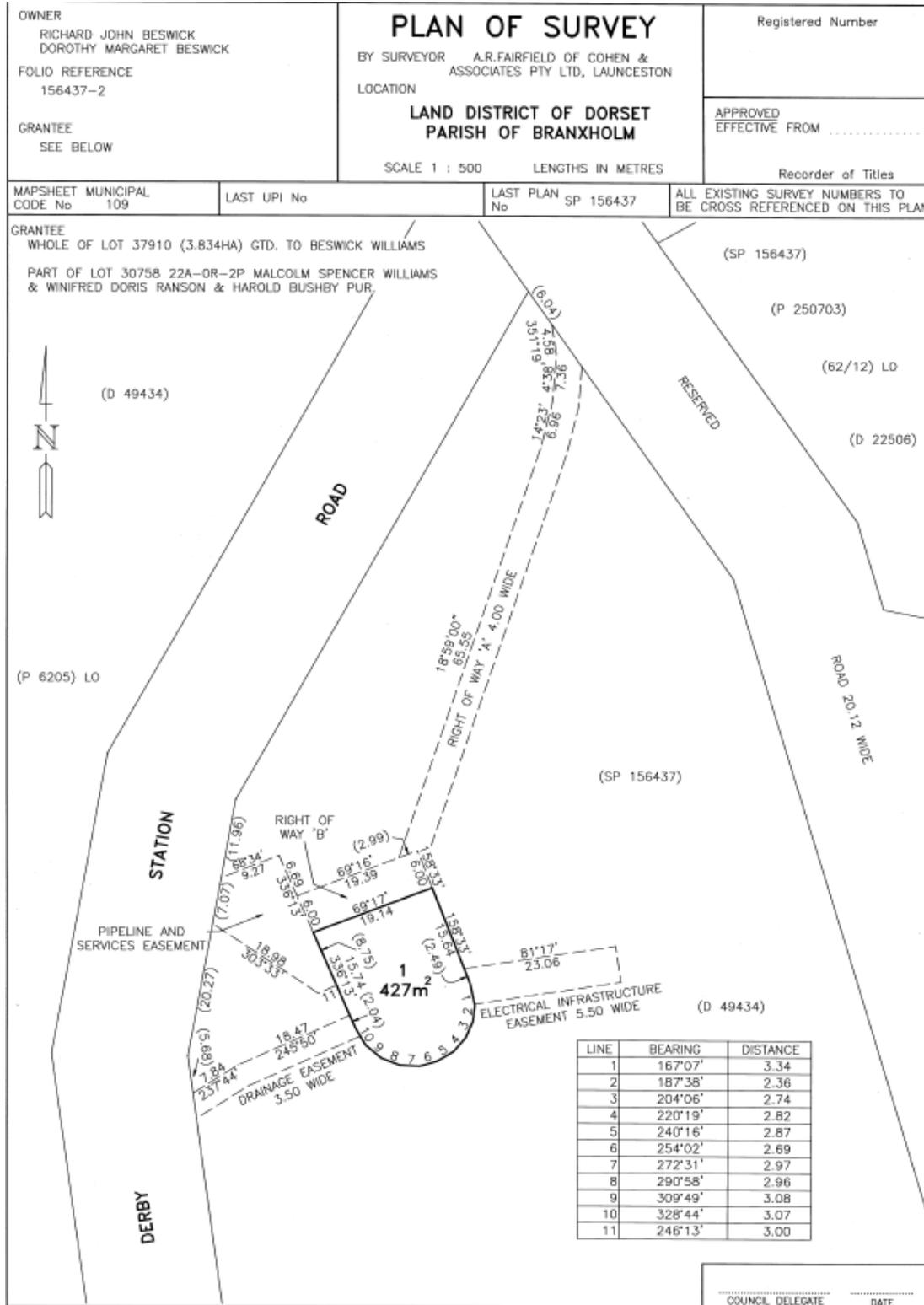
**“RIGHT OF WAY EASEMENT”** means:

THE FULL AND FREE RIGHT for the Transferee to go, pass and repass over the Easement Land at all times and for all purposes, with every person authorised by it and with machinery, vehicles, plant and equipment.

**“Easement Land”** means the land which is subject to this easement.

Schedule 2

Plan of Survey



**Land Acquisition Act 1993  
(Sections 16 & 18)**

**Notice of Acquisition**

Pursuant to sections 16 and 18 of the *Land Acquisition Act 1993* (LAA) and section 56G of the *Water and Sewerage Industry Act 2008* the Tasmanian Water & Sewerage Corporation Pty Ltd (ACN 162 220 653) of 169 Main Road Moonah Tasmanian 7009 (**TasWater**) (being an acquiring authority in accordance with the LAA) does hereby declare that the Land and Easements described in the First Schedule hereto are taken and vested in TasWater absolutely under the LAA for the authorised purpose of constructing, installing, operating and maintaining water infrastructure for the King Island Water Scheme.

Dated this 25<sup>th</sup> day of July 2018



.....  
**Amy Smith**  
**Secondee lawyer,**  
**TasWater**

**First Schedule**

Land:

“Land” means that parcel of land marked on the Plan of Survey at Schedule 2 as Lot 1 measuring 1554m<sup>2</sup> situated in the Land District of King Island and the Parish of Kittawa in Tasmania being that land comprised in Folio of the Register Volume 247223 Folio 1 and registered in the name of David Lindsay (**Land Owner**).

Easements

A Right of Way Easement and a Pipeline and Services Easement within that area of land shown as RIGHT OF WAY AND PIPELINE AND SERVICES EASEMENT VARIABLE WIDTH (**Easement Land**) on the Plan of Survey at Schedule 2 situated in the Land District of King Island and the Parish of Kittawa in Tasmania being that land comprised in Folio of the Register Volume 247223 Folio 1 and registered in the name of the Land Owner.

## 1. RIGHT OF WAY EASEMENT

**“Right of Way Easement”** means:

THE FULL AND FREE RIGHT for TasWater to go, pass and repass over the Easement Land at all times and for all purposes, with every person authorised by it and with machinery, vehicles, plant and equipment.

**“Easement Land”** means the area of land shown as RIGHT OF WAY AND PIPELINE AND SERVICES EASEMENT VARIABLE WIDTH on the Plan of Survey at Schedule 2.

## 2. PIPELINE AND SERVICES EASEMENT

**“Pipeline and Services Easement”** means:

THE FULL RIGHT AND LIBERTY for TasWater at all times to:

- (1) enter and remain upon the Easement Land with or without employees, contractors, agents and all other persons duly authorised by it and with or without machinery, vehicles, plant and equipment;
- (2) investigate, take soil, rock and other samples, survey, open and break up and excavate the Easement Land for any purpose or activity that TasWater is authorised to do or undertake;
- (3) install, retain, operate, modify, relocate, maintain, inspect, cleanse and repair the Infrastructure;
- (4) remove and replace the Infrastructure;
- (5) run and pass sewage, water and electricity through and along the Infrastructure;
- (6) do all works reasonably required in connection with such activities or as may be authorised or required by any law:
  - a) without doing unnecessary damage to the Easement Land; and
  - b) leaving the Easement Land in a clean and tidy condition; and
- (7) if the Easement Land is not directly accessible from a highway, then for the purpose of undertaking any of the preceding activities TasWater may with or without employees, contractors, agents and all other persons authorised by it, and with or without machinery, vehicles, plant and equipment enter the Lot from the highway at any then existing vehicle entry and cross the Lot to the Easement Land; and

- (8) use the Easement Land as a right of carriageway for the purpose of undertaking any of the preceding purposes on other land, TasWater reinstating any damage that it causes in doing so to any boundary fence of the Lot.

PROVIDED ALWAYS THAT:

- (1) The Land Owner must not without the written consent of TasWater first had and obtained (which cannot be unreasonably refused) and only in compliance with any conditions which form the consent:
- (a) alter, excavate, plough, drill or otherwise penetrate the ground level of the Easement Land;
  - (b) install, erect or plant any building, structure, fence, pit, well, footing, pipeline, paving, tree, shrub or other object on or in the Easement Land;
  - (c) remove any thing that supports, protects or covers any Infrastructure on or in the Easement Land;
  - (d) do anything which will or might damage or contribute to damage to any of the Infrastructure on or in the Easement Land;
  - (e) in any way prevent or interfere with the proper exercise and benefit of the Easement Land by TasWater or its employees, contractors, agents and all other persons duly authorised by it; or
  - (f) permit or allow any action which the Land Owner must not do or acquiesce in that action.
- (2) TasWater is not required to fence any part of the Easement Land.
- (3) The Land Owner may erect a fence across the Easement Land at the boundaries of the Lot.
- (4) The Land Owner may erect a gate across any part of the Easement Land subject to these conditions:
- (a) the Land Owner must provide TasWater with a key to any lock which would prevent the opening of the gate; and
  - (b) if the Land Owner does not provide TasWater with that key or the key provided does not fit the lock, TasWater may cut the lock from the gate.
- (5) If the Land Owner causes damage to any of the Infrastructure, the Land Owner is liable for the actual cost to TasWater of the repair of the Infrastructure damaged.

- (6) If the Land Owner fails to comply with any of the preceding conditions, without forfeiting any right of action, damages or otherwise against the Land Owner, TasWater may:
- (a) reinstate the ground level of the Easement Land; or
  - (b) remove from the Easement Land any building, structure, pit, well, footing, pipeline, paving, tree, shrub or other object; or
  - (c) replace anything that supported, protected or covered the Infrastructure.

In this definition of Pipeline and Services Easement:

**“Easement Land”** means the area of land shown as RIGHT OF WAY AND PIPELINE AND SERVICES EASEMENT VARIABLE WIDTH on the Plan of Survey at Schedule 2.

**“Infrastructure”** means infrastructure owned or for which TasWater is responsible and includes but is not limited to:

- (a) sewer pipes and water pipes and associated valves;
- (b) telemetry and monitoring devices;
- (c) inspection and access pits;
- (d) power poles and lines, electrical wires, electrical cables and other conducting media (excluding telemetry and monitoring devices);
- (e) markers or signs indicating the location of the Easement Land, the Infrastructure or any warnings or restrictions with respect to the Easement Land or the Infrastructure;
- (f) any thing reasonably required to support, protect or cover any of the Infrastructure;
- (g) any other infrastructure whether of a similar nature or not to the preceding which is reasonably required for the piping of sewage or water, or the running of electricity, through the Easement Land or monitoring or managing that activity; and
- (h) where the context permits, any part of the Infrastructure.

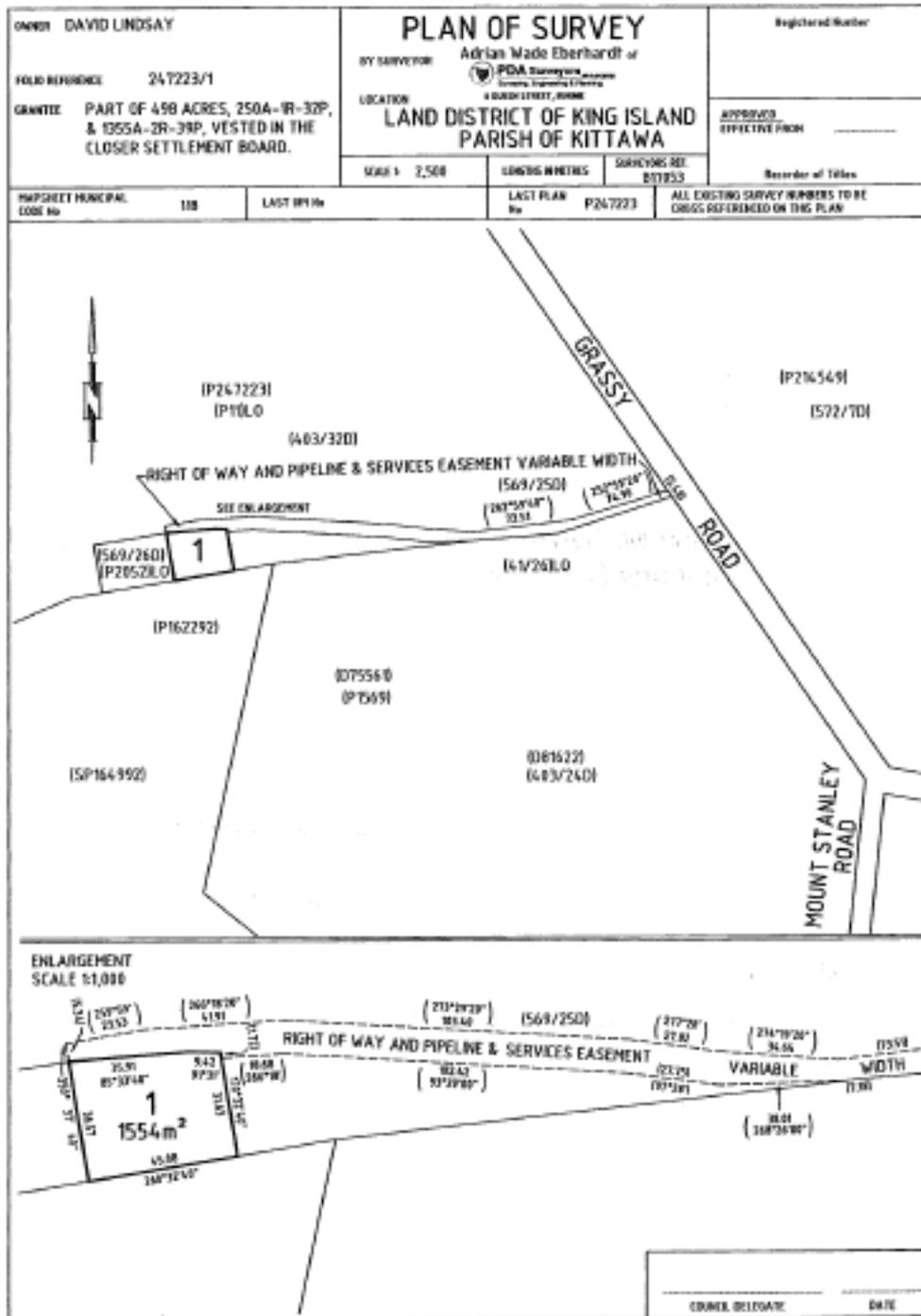
**“Land Owner”** mean the registered proprietors of the Lot in the folio of the Register from time to time.

**“Lot”** means the land contained within Folio of the Register Volume 247223 Folio 1.

**“TasWater”** means Tasmanian Water & Sewerage Corporation Pty Ltd.

Schedule 2

Plan of Survey





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