

Protocol for Acquisition of Land under the Deed of Lease – INLAND RAIL (only)	DIRN-P01
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1. Introduction

1.1. Background

ARTC operates and manages the NSW interstate and Hunter Valley rail networks pursuant to the Deed of Lease.

From time to time ARTC may require additional land which does not currently form part of the Deed of Lease to facilitate rail infrastructure projects.

The Commonwealth has tasked ARTC with delivery of Inland Rail, which will require the acquisition of additional land in NSW. It is intended that the NSW section of Inland Rail will form part of the Leased Network.

In accordance with clause 2.8 of the Deed of Lease, ARTC may issue an Additional Land Request to TfNSW requesting TfNSW to acquire additional land, and that additional land, once acquired, will be incorporated into the Deed of Lease. Land acquired by TfNSW, pursuant to an Additional Land Request from ARTC, is acquired in accordance with (and subject to) the provisions of the Deed of Lease (including clause 2.8A of the Deed of Lease).

TfNSW's power to acquire land under the TAA is subject to the acquisition being done in accordance with the LAJTC Act.

TfNSW's preference is that the acquisition of all additional land from landowners be undertaken by TfNSW as the acquiring authority in accordance with the LAJTC Act (that is, as a TfNSW Acquisition – refer to Section 3). However, TfNSW acknowledges that where landowners agree to sell their land to ARTC, ARTC intends to purchase this land in its own name directly from landowners (that is, as an ARTC Voluntary Landowner Purchase – refer to Section 2).

1.2. Purpose and Principles

The purpose of this Protocol is to:

- (i) set out the roles and responsibilities between the parties with respect to the acquisition of land for Inland Rail in NSW;
- (ii) ensure that any acquisition of land for Inland Rail in NSW is managed consistently and efficiently;
- (iii) ensure that due process is followed;
- (iv) ensure that all dealings are completed in accordance with all relevant legislation and policy/regulatory requirements; and
- (v) record the terms on which TfNSW has appointed ARTC to act as its representative for the purposes of negotiating with landowners (and other interest holders) for the acquisition of land and interests in land for Inland Rail in NSW.

The parties agree to comply with the following principles in relation to all acquisitions of land under this Protocol:

- (i) when dealing with landowners, ARTC and TfNSW will at all times negotiate in good faith;
- (ii) all conduct and representations are to be moral and ethical;
- (iii) all dealings are to be equitable and transparent;
- (iv) all information and correspondence with landowners is to be delivered promptly, clearly and in an easy-to-understand format; and
- (v) the parties are to act at all times in compliance with the law including, where applicable, the LAJTC Act.

Unless expressly provided otherwise, nothing in this Protocol derogates from or limits any right, obligation, indemnity, release or limitation of liability benefiting either TfNSW or ARTC under the Deed of Lease. To the extent of any inconsistency between the terms of this Protocol and the Deed of Lease, the Deed of Lease prevails unless otherwise agreed by the parties in writing.

1.3. Bilateral Agreement Acknowledgements – Rail Corridor

1.3.1. Land Acquisition

The parties acknowledge that the Bilateral Agreement provides, amongst other things, that TfNSW will use its reasonable endeavours to assist in the efficient and expeditious acquisition of land necessary to establish the Rail Corridor by:

- (a) using TfNSW's acquisition powers and capabilities to acquire land, including land held by NSW instrumentalities;
- (b) supporting the acquisition of land by ARTC by private treaty; and
- (c) incorporating the land acquired into a lease to ARTC,

as appropriate to deliver the Inland Rail project in NSW.

1.3.2. Route alignment

The parties agree that, in accordance with the Bilateral Agreement, the indicative route alignment for the Inland Rail corridor:

- (a) is set out in Annexure L;
- (b) may be altered to account for any requirements of applicable planning or environmental approval processes (which will be promptly notified to TfNSW in writing) and/or as otherwise agreed by the parties in writing; and
- (c) is to be settled by the parties (working together in good faith) in accordance with legislative requirements and applicable assessment, consultation and approval processes such that it becomes the final route alignment for the Inland Rail corridor and constitutes the Rail Corridor.

2. ARTC Voluntary Landowner Purchases

2.1. Agreement between ARTC and a Landowner

The parties acknowledge that where landowners agree to negotiate to sell their land to ARTC, ARTC intends to negotiate with landowners to purchase the land in the name of ARTC on such terms as it sees fit (subject to the terms of this Protocol) (**ARTC Voluntary Landowner Purchases**). ARTC agrees to only initiate ARTC Voluntary Landowner

Purchases where there is a reasonable likelihood that agreement will be able to be reached between ARTC and a landowner.

Prior to undertaking an ARTC Voluntary Landowner Purchase, ARTC first agrees to:

- (i) issue an ARTC Initial Letter on the terms set out in Annexure C; and
- (ii) prepare and submit to TfNSW an Acquisition Strategy for each agreed tranche of the Delivery Schedule of Lands. The Acquisition Strategy will identify which parcels of land ARTC is going to seek to purchase as an ARTC Voluntary Landowner Purchase and ARTC's proposed purchase program.

ARTC agrees to allocate sufficient time within its purchase program to meet all of the NSW statutory and NSW Government policy obligations that pertain to TfNSW as an acquiring authority.

Where a landowner elects to negotiate directly with ARTC, ARTC will negotiate the ARTC Voluntary Landowner Purchase with the landowner and agrees to comply with the following:

- (i) ensure that the amount of consideration which it will offer to pay to the relevant landowner during its negotiations will have regard to, and be consistent with, the relevant matters set out in Part 3, Division 4 of the LAJTC Act;
- (ii) appoint a PMA and Acquisition Manager (who are trained and suitably qualified and accredited) for the relevant landowner;
- (iii) where agreement is reached, enter into a Contract for Sale with the landowner to acquire the additional land in the name of ARTC, such Contract for Sale to:
 - (A) include a release and indemnity to the effect that no proceedings will be brought by the vendor landowner against TfNSW or ARTC under the LAJTC Act in relation to the acquisition of their property for Inland Rail;
 - (B) attach a copy of the ARTC Initial Letter; and
 - (C) allow for disclosure of the contract to TfNSW, unless ARTC, (after using all reasonable endeavours) is unable to obtain the landowners agreement to this term;
- (iv) ensure the principles in paragraph 1.2 are observed;
- (v) populate the CRM with all relevant project and property acquisition details including but not limited to:
 - (A) the land or property interest to be acquired;
 - (B) the impacted landowner or property interest holder details;
 - (C) landowner/property interest holder representative contacts (if known at that time); and
 - (D) proposed acquisition and vacant possession due dates,and will continually update the CRM with all relevant information pertaining to the potential acquisition case; and
- (vi) otherwise comply with the terms of this Protocol where applicable and/or specifically stated.

If the landowner elects to proceed with a formal acquisition process with TfNSW or otherwise does not make an election, then the parties agree that the acquisition will proceed as a TfNSW Acquisition in accordance with Section 3 of this Protocol.

Where landowners elect not to proceed with an ARTC Voluntary Landowner Purchase, all discussions between ARTC and the landowner must discontinue immediately unless the

landowner requests that TfNSW commence the formal process under the LAJTC Act and TfNSW appoints ARTC as its representative to carry out that formal process.

ARTC will provide TfNSW with regular updates, and otherwise with updates within a reasonable time after a request by TfNSW, on the status of negotiations including a schedule of those landowners who have elected to proceed with an ARTC Voluntary Landowner Purchase and those acquisitions which will be proceeding as a TfNSW Acquisition. This will include copies of all ARTC Initial Letters issued to landowners and election notices returned by landowners.

2.2. Transfer from ARTC to TfNSW

Following completion of an ARTC Voluntary Landowner Purchase, ARTC will within 20 business days after completion (or such later date as agreed by TfNSW acting reasonably), prepare a Transfer Form 01T (unless the parties agree another method of transfer) along with an Additional Land Request requesting approval for TfNSW to acquire the relevant land by way of a transfer for \$1.00 and then to include it in the Deed of Lease. The Additional Land Request must be signed by ARTC's approved delegate and is to include:

- (i) if known or has been undertaken at the relevant time, the information referred to in paragraph 3.2.3(i) – (iv), (vii) and (xii);
- (ii) if not already provided to TfNSW, a copy of the ARTC Initial Letter issued to the landowner prior to undertaking the ARTC Voluntary Landowner Purchase along with the notice returned by the landowner electing to contract directly with ARTC; and
- (iii) confirmation that the requirements of paragraph 2.1 of this Protocol were satisfied.

TfNSW will assess ARTC's Additional Land Request and if deemed in order (acting reasonably having regard to the commitments made in the Bilateral Agreement and referred to in paragraph 1.3.1) promptly execute and return the Transfer Form to ARTC along with a tax invoice (regarding supply of the lease of the additional land as addressed in Section 4) then:

- (i) ARTC will within 20 business days after receipt (or such later date as agreed by TfNSW acting reasonably), countersign the Transfer Form and return it to TfNSW along with the tax invoice (regarding supply of the land) and the original Certificate of Title for the land. If the parties are required to effect the transfer through the PEXA system, ARTC must also create a PEXA workspace and invite TfNSW as a party within the 20 business day period.
- (ii) TfNSW will arrange stamping of the Transfer Form, insert the date in the Transfer Form (which will be the date which is 2 business days after the date on which ARTC delivers the countersigned Transfer Form and original Certificate of Title for the land to TfNSW and will lodge the stamped Transfer Form with LRS within 10 business days after receipt (or such later date as agreed by ARTC acting reasonably), and a copy will be forwarded to the Land Titles Manager TfNSW. If the parties are required to effect the transfer through the PEXA system, TfNSW is not required to lodge the stamped Transfer Form with LRS and must instead provide a copy to ARTC.
- (iii) If applicable, TfNSW will notify the ARTC Property Manager or nominated representative in writing of lodgement of Transfer Form at LRS.

If the parties are required to effect the transfer through the PEXA system, the settlement date (that is, the date on which the land is transferred from ARTC to TfNSW as contemplated under this clause) will be 2 business days after the date on which the Transfer Form has been stamped by TfNSW. If the parties do not effect the transfer through the PEXA system, the settlement date will be 2 business days after ARTC

delivers the countersigned Transfer Form and original Certificate of Title for the land to TfNSW.

Note: As s54A of the Conveyancing Act requires all transfers of land to be in writing, the Transfer Form should be prepared and signed by the parties regardless of whether settlement is to be effected through PEXA. In doing so, the Transfer Form will be the document evidencing the written agreement between the parties with respect to the transfer of the land and will also enable TfNSW to provide evidence of the written agreement between ARTC and TfNSW to NSW Revenue Office (or its agents) to enable stamping to occur.

2.3. Failure to reach agreement between ARTC and a Landowner

Where agreement cannot be reached between ARTC and a landowner in relation to an ARTC Voluntary Landowner Purchase, ARTC may ask TfNSW to acquire the additional land from the landowner as a TfNSW Acquisition in accordance with Section 3 of this Protocol and acknowledges that at least 16 months is required for the TfNSW Acquisition. Where this occurs, the processes set out in Section 3 will be followed including the issue of a TfNSW Opening Letter to commence the acquisition negotiation period pursuant to the requirements of section 10A LAJTC Act.

3. TfNSW Acquisitions

Section 3 of this Protocol applies to TfNSW Acquisitions.

3.1. General

ARTC may request TfNSW to undertake TfNSW Acquisitions in circumstances where:

- (i) a landowner elects to have its land acquired by TfNSW or otherwise does not make an election (refer to paragraph 2.1 above);
- (ii) a landowner elects to have its land acquired by ARTC however agreement cannot be reached between ARTC and a landowner (refer to paragraph 2.3 above); or
- (iii) ARTC does not intend to initiate an ARTC Voluntary Landowner Purchase and requests that TfNSW acquire land from the landowner at the outset.

TfNSW appoints ARTC as its representative (to the extent and on the conditions set out in this Protocol and as otherwise agreed in writing by TfNSW and ARTC) to carry out negotiations with landowners for the TfNSW Acquisitions.

The TfNSW approval process set out in this Section 3 for issuing of letters, signing of documents and endorsement of ARTC actions will be facilitated by the placement of one or more TfNSW suitably trained property employees (with a sufficient level of TfNSW delegated authority) within the ARTC property team.

TfNSW and ARTC will each ensure that they assign sufficiently skilled and competent personnel who will be required to work co-operatively together and who will identify and agree mechanisms to assist each other to facilitate the efficient and expeditious negotiation and settlement of all necessary additional land acquisitions.

TfNSW and ARTC agree to comply with all NSW Government and TfNSW policy pertaining to land acquisition, including those policies, standards and reporting requirements administered by the CPA and DFSI's PAS.

Unless otherwise agreed, the parties agree that the acquisition of land by TfNSW for Inland Rail will take place in a manner consistent with the specific processes set out below. The parties also agree to prepare flowchart diagrams to reflect these processes.

3.2. Pre-Negotiation Phase

3.2.1. Acquisition Strategy and Managers

Prior to commencement of any negotiations with landowners, ARTC will prepare an Acquisition Strategy for each tranche of the Delivery Schedule of Lands. A draft of the proposed Acquisition Strategy will be submitted to TfNSW for comment and agreement (acting reasonably), and if necessary amendment by ARTC, prior to it being lodged by TfNSW with the CPA. Any responses to the CPA will be managed by TfNSW after consultation with ARTC.

Thereafter, ARTC will be responsible for communicating with landowners on TfNSW's behalf in the pre-acquisition period.

TfNSW will provide ARTC with access to the CRM.

ARTC will engage Acquisition Managers and PMAs who are trained and suitably qualified and accredited. ARTC will first provide TfNSW with details of the proposed Acquisition Managers and PMAs for TfNSW's approval (acting reasonably). If required by ARTC, TfNSW will assist ARTC with any required training of these personnel.

The PMAs will not directly negotiate land acquisitions. Their role will be to support landowners during the land acquisition process and to act as a liaison between ARTC (as TfNSW's representative) and the landowners.

The CPA is partly funded by acquiring authorities, and ARTC will pay all reasonable charges directly applicable to TfNSW or the CPA for the acquisitions of additional land for Inland Rail.

3.2.2. Acquisition Budget and Costs

ARTC will pay the purchase price/compensation amount for each parcel of additional land and all other costs of, or related to, the acquisition of that parcel of additional land, including all reasonable internal and external costs and disbursements incurred by TfNSW.

ARTC and TfNSW will discuss and agree the nature of all internal costs and all external costs and disbursements payable to TfNSW (**TfNSW Costs**).

TfNSW and ARTC will agree an Acquisition Budget for each tranche of the Delivery Schedule of Lands prior to land acquisition negotiations commencing for that tranche of acquisitions. ARTC will confirm the agreed Acquisition Budget in writing on its letterhead.

Within 4 business days after a landowner's agreement to an Offer Letter, the parties will determine if the initial Acquisition Budget for the relevant parcel(s) of land is sufficient or if it needs to be updated (for example, if the acquisition cost/compensation amount agreed is greater than what was allocated in the initial Acquisition Budget for that acquisition). ARTC will thereafter confirm the agreed updated Acquisition Budget for the relevant parcel(s) of land in writing on its letterhead.

ARTC will promptly, and by no later than 14 business days:

- (a) after a landowner's agreement to an Offer Letter; or
- (b) prior to the issue of a 21 Day letter (or issue of a PAN where no 21 Day Letter issued) to a landowner whose land is proposed to be acquired by compulsory process under paragraph 3.5,

pay the amount of the Acquisition Budget in respect of the purchase of the relevant parcel(s) of additional land into either TfNSW's and/or TfNSW's solicitors trust

account (as directed by TfNSW). TfNSW agrees to provide an invoice to ARTC prior to the transfer of the funds by ARTC. If the funds have been transferred to TfNSW's trust account, TfNSW will promptly thereafter transfer those funds into TfNSW's solicitors trust account.

TfNSW's solicitor will be obliged, and is otherwise authorised, to invest the relevant funds held in its trust account from time to time, as soon as possible and by no later than 4 business days of having received the funds, in an interest bearing account to be managed in accordance with the Legal Profession Uniform Law and Rules. ARTC is entitled to receive all the interest earned on that account for those funds as from the date on which the funds are invested.

TfNSW and ARTC agree that the processes set out below will be followed regarding the distribution of the Acquisition Budget on account of the Acquisition Costs:

- (a) Where the acquisition is by agreement, ARTC and/or TfNSW (as applicable) will negotiate the terms of a draft Contract of Sale or Section 29/30 Deed with the relevant landowner in accordance with paragraphs 3.3.3, 3.4.1 and 3.4.2;
- (b) ARTC must ensure there are sufficient funds and no shortfall between the Acquisition Budget and Acquisition Costs. If there is a shortfall which is unforeseen, ARTC will advise TfNSW in writing of the revised Acquisition Budget and request an amended invoice. TfNSW must ensure that its TfNSW Costs are within the Acquisition Budget;
- (c) TfNSW will issue a final and executable copy of the Contract or the Deed to the relevant landowner for execution and exchange in accordance with paragraph 3.4.3. TfNSW will not be obliged to issue the Contract or Deed unless and until the full amount of the Acquisition Costs are held in its nominated trust account(s);
- (d) Once the agreed Contract or Deed has been exchanged and all relevant preconditions to the sale have been satisfied, and the relevant settlement statements have been agreed by ARTC, the landowner and TfNSW, the purchase price/compensation amount will be paid to the landowner from the funds held in the relevant trust account;
- (e) TfNSW must ensure that it contemporaneously receives from the landowner a tax invoice where GST is applicable. The GST payments arrangements are set out diagrammatically in Annexure K;
- (f) Thereafter TfNSW or TfNSW's solicitor is authorised to release from the funds held in the relevant trust account that portion of the Acquisition Costs payable to TfNSW for TfNSW Costs for the particular acquisition;
- (g) If there remains any surplus funds in the relevant trust account (for example, on account of interest earned on funds held in the account), TfNSW or TfNSW's solicitor is authorised to promptly pay those surplus funds to ARTC;
- (h) TfNSW will issue a final amended invoice to ARTC for the actual amount of the Acquisition Costs payable in respect of the acquisition of the relevant parcel(s) of additional land, along with an explanation as to why any actual TfNSW Costs exceed the budgeted TfNSW Costs. ARTC must within 10 business days after receipt of the final amended invoice pay any shortfall in TfNSW's Costs into TfNSW's nominated account; and
- (i) If the acquisition of the relevant parcel of additional land does not ultimately proceed on a negotiated basis notwithstanding the landowner's prior agreement to an Offer Letter and it is determined that the land will not be acquired by compulsory process in accordance with paragraph 3.5, TfNSW and/or TfNSW's solicitor is obliged and authorised to pay to ARTC the full

amount of the Acquisition Budget previously paid by ARTC in respect of that parcel of land together with all accrued interest thereon promptly after it has been determined that the acquisition will not proceed (either by agreement or compulsory process).

For the avoidance of doubt, the process relating to calculation and payment of Acquisition Costs set out above in this paragraph:

- (a) does not apply to ARTC Voluntary Landowner Purchases set out in Section 2 of this Protocol; and
- (b) may be amended by TfNSW and ARTC by agreement in writing.

3.2.3. Additional Land Request and accompanying Approval Brief

Prior to ARTC commencing formal negotiations as TfNSW's representative for a TfNSW Acquisition, ARTC will first submit an Additional Land Request to the Project Director (TfNSW) for approval signed by ARTC's approved delegate.

The Additional Land Request will include, if known or has been undertaken at the relevant time, as a minimum:

- (i) confirmation that the land will form part of the Rail Corridor;
- (ii) title details of the land along with copies of title searches;
- (iii) approximate land area;
- (iv) plans;
- (v) acquisition timeframe;
- (vi) landowner details;
- (vii) details of any encumbrances, dealings, leases / licences and interest in the land;
- (viii) copies of any valuations obtained by ARTC and / or the landowner;
- (ix) details of whether or not GST applies to the proposed acquisition, if known to ARTC at that time;
- (x) any proposed compensation to be made in the form of monetary compensation, or otherwise in the form of land or works;
- (xi) any proposed property adjustment works;
- (xii) details of any existing infrastructure (or infrastructure proposed to be installed prior to acquisition) on the land to be acquired including ARTC infrastructure (if applicable) and specifically identifying any roads, crossings or bridges. This includes, details of proposed works to be undertaken on the additional land along with:
 - a. proposed timing of the works;
 - b. confirmation of the proposed classification of the works as "ARTC Infrastructure" or otherwise under the Deed of Lease; and
 - c. proposed responsibilities if different from that applying to the proposed classification of the relevant works;
- (xiii) details of any trusts, restrictions, dedications, reservations, easements, rights etc over or in connection with the land whose operation is preserved by an express provision of any statute despite compulsory acquisition (refer to section 20(1A) of the LAJTCA);

- (xiv) where the land to be acquired is crown land, details of any dedications or reservations that cannot be removed except by any statute (refer to section 29(2) of the LAJTCA;
- (xv) where paragraph (xiii) or (xiv) apply, confirmation as to whether these are required to be removed;
- (xvi) an undertaking that the CRM will be maintained and all relevant information pertaining to the acquisition case will be entered into the CRM system;
- (xvii) any known contentious/sensitive/extenuating issues with respect to the land or with the landowner, adjacent landowners or other stakeholders as discovered during due diligence (including any issues with respect to native title and aboriginal land rights, third party claims, heritage issues, environmental issues);
- (xviii) an agreed Acquisition Strategy document with respect to the relevant parcel of land endorsed by TfNSW pursuant to paragraph 3.2.1 above and a proposed acquisition plan/survey for TfNSW's approval (where applicable and available at the time);
- (xix) an undertaking to develop a negotiation framework / plan with respect to the relevant parcel of land pursuant to paragraph 3.3.1 below; and
- (xx) any other information relevant to the particular land or such other information reasonably required by TfNSW and which has been previously notified to ARTC.

3.2.4. Approval to Additional Land Request

TfNSW will promptly assess ARTC's Additional Land Request submitted under paragraph 3.2.3 and if deemed in order (acting reasonably having regard to the commitments made in the Bilateral Agreement and referred to in paragraph 1.3.1) endorse the acquisition based on the approved Acquisition Strategy document and (if applicable) the acquisition plan/survey, noting any reasonable requirements that TfNSW has as a condition of acquisition (such as agreement terms and conditions of acquisition).

Such response will promptly be provided by TfNSW in writing having regard to the relevant circumstances.

3.3. Negotiation Phase

3.3.1. Negotiation framework/plan and appointment of ARTC as TfNSW's representative for the purpose of negotiating with Landowners

ARTC will develop a negotiation framework/plan consistent with TfNSW (CPA/PAS) objectives for contentious, complex or difficult acquisitions. TfNSW will work with ARTC and provide appropriate assistance to develop this negotiation framework/plan in accordance with the Acquisition Strategy.

TfNSW appoints ARTC as a representative for the purpose of negotiating with landowners to acquire their land. ARTC will carry out negotiations in accordance with the Acquisition Strategy and negotiation framework/plan developed with TfNSW. ARTC agrees that it will conduct all negotiations with landowners in accordance with the terms and conditions of appointment as TfNSW's representative (as set out in this Protocol and / or as otherwise agreed in writing by TfNSW and ARTC from time to time) so as to satisfy TfNSW's obligations under section 10A of the LAJTC Act and NSW Government and TfNSW policy.

ARTC will ensure that its Acquisition Managers, acting as TfNSW's representatives, make a genuine attempt to ensure that the land is acquired by TfNSW with the agreement of the landowner. This includes but is not limited to:

- (i) timely communications and discussions with the landowner with honesty of intention to facilitate the acquisition of the land by agreement;
- (ii) arranging meetings with the landowner (including the meeting referred to in paragraph 3.3.2 below) to discuss the valuation process and the information which the landowner would like to be considered as part of the valuation, followed by genuine consideration of those issues and that information; and
- (iii) following up on discussions with the landowner including timely responses to the landowner's questions and counter-offers.

ARTC acknowledges that TfNSW may at any time (acting reasonably) revoke the appointment of ARTC as its representative including for a material failure by ARTC to comply with this Protocol or such other terms and conditions of appointment as have previously been agreed in writing by TfNSW and ARTC. TfNSW will provide ARTC with prior written notice of any proposal to revoke the appointment and will:

- (a) where there has been a material failure by ARTC, allow ARTC a reasonable time to rectify this material failure; or
- (b) where TfNSW proposes to revoke the appointment other than for a material failure by ARTC, allow ARTC 10 business days or such longer time which is reasonable in the circumstances, to resolve TfNSW's concerns.

TfNSW agrees that it will not revoke the appointment of ARTC as its representative when ARTC rectifies the material failure or otherwise resolves TfNSW's concerns.

3.3.2. Initial Landowner contact – commencement of the land acquisition process

Following TfNSW's approval to the Additional Land Request, ARTC will do the following:

- (i) populate the CRM with the relevant project and property acquisition tranches(s) detailing (but not limited to):
 - the land or property interest to be acquired;
 - the impacted landowner or property interest holder details;
 - landowner/property interest holder representative contacts (if known at that time);
 - proposed acquisition and vacant possession due dates; and
 - the names of the Acquisition Manager(s) and PMA managing each acquisition case;
- (ii) ensure that the PMA contacts the landowner to arrange a face to face meeting to confirm the land or property interest proposed to be acquired;
- (iii) conduct a face to face meeting utilising the Acquisition Manager and PMA to meet with the landowner to explain the acquisition process, discuss relocation issues (if applicable), next steps and help with any concerns;
- (iv) complete the Introductory Letter (tailored to the circumstances of the previous contact with the landowner) and submit it to TfNSW for approval and issue to the landowner;
- (v) complete the Opening Letter (tailored to the circumstances of the previous contact with the landowner) and submit it to TfNSW for approval and issue to the landowner; and

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- (vi) ARTC will take responsibility for the negotiations with the landowner in accordance with this Protocol and where required, the negotiation framework/plan which has been prepared pursuant to paragraph 3.3.1 above.

3.3.3. Initial steps

- (i) The PMA and Acquisition Manager are to identify potential impacts on any residue land and/or any impacts on businesses conducted by the landowner or any lessee as a result of the proposed acquisition and any mitigation measures proposed by the Inland Rail project works. The Acquisition Manager will interface with the Inland Rail project design and delivery team on potential mitigation and any required property adjustments.
- (ii) The Acquisition Manager will engage appropriately qualified and capable valuation, surveying and other technical consultants as required. ARTC will ensure that the terms of engagement with consultants require that TfNSW be named on the reports/advice received from the consultants and also entitle TfNSW to rely on the reports/advice.
- (iii) The Acquisition Manager (or PMA where relevant) will provide, on request, a copy of all relevant reports to the landowner.
- (iv) The PMA will ascertain requirements of landowner and assist in their procurement, if necessary, of a valuation and any other advisor.
- (v) ARTC will provide TfNSW monthly updates on the status of negotiations including a schedule of landowner correspondence, key risks, contentious or difficult issues, time critical matters and mitigations. (Note: The CRM has a reporting capability). TfNSW will review and discuss with ARTC, and both ARTC and TfNSW will consider whether to involve the Acquisition Resolution Committee.
- (vi) ARTC will instruct the Acquisition Manager to prepare an Offer Letter based on the information from the valuation report and discussions with the landowner which will include an offer of compensation consistent with the LAJTCA of the relevant parcel(s) of land or property interest to be acquired. This will then be submitted to TfNSW for approval (not to be unreasonably withheld) and issue to the landowner.
- (vii) ARTC or TfNSW may escalate contentious and or difficult and time critical negotiations to the Acquisition Resolution Committee. Escalated acquisition cases will include an assessment of options for commercial resolution which may include preparing a negotiation framework/plan. TfNSW and ARTC will have members on this committee and ARTC will document the strategy and way forward.

3.4. Acquisition Phase

3.4.1. Terms Agreed (by agreement including section 29/30 Deed)

- (i) Where agreement is reached, in principle with a landowner (or each owner of an interest in the land to be acquired) for TfNSW to acquire the land by agreement including a section 29/30 Deed, ARTC will populate the TfNSW Approved Contract for Sale template or Approved Section 29/30 Deed templates (as applicable) based upon the information provided under 3.2.3.
- (ii) ARTC will obtain TfNSW Legal approval to any amendments to the Approved Contract for Sale template or the Approved Section 29/30 Deed template terms (acting reasonably) other than the agreed purchase price/compensation amount.

- (iii) Thereafter, ARTC will provide the landowner with the proposed draft of the Contract/Deed for the landowner's approval or comments, which constitutes an acknowledgement to TfNSW that ARTC has approved the terms of the draft Contract/Deed.

3.4.2. Contract/Deed Negotiation

- (i) If the landowner requires more than minor amendments to the Approved Contract for Sale template or Approved Section 29/30 Deed template, TfNSW Legal or TfNSW appointed solicitors will negotiate the Contract/Deed clauses with landowner's solicitors after first consulting with ARTC. For this purpose, TfNSW may, but is not required to, appoint ARTC's solicitors to act on TfNSW's behalf.
- (ii) Before negotiating with the landowner or the landowner's solicitors, TfNSW Legal will first consult with ARTC regarding any amendments to the Approved Contract for Sale template or Approved Section 29/30 Deed template. Unless the amendments to the Approved Contract for Sale template or Approved Section 29/30 Deed template are materially adverse to ARTC and ARTC has notified TfNSW that it considers the amended terms to be materially adverse, it will be deemed that ARTC has approved the terms of the Contract/Deed.
- (iii) TfNSW Legal or TfNSW appointed solicitors will thereafter prepare an execution copy of the Contract/Deed.

3.4.3. Exchange of Contract/Deed

- (i) TfNSW and ARTC will each be responsible for obtaining internal approvals for the execution of the Contract/Deed.
- (ii) Only after the provisions set out in subparagraphs 3.2.2(b) and (c) have been completed will TfNSW Legal or the TfNSW appointed solicitors issue the execution copy of the Contract / Deed to the landowner / landowner's solicitors for execution and subsequent exchange with TfNSW.
- (iii) Thereafter the Contract/Deed will be executed by TfNSW's delegated officers and exchange with the landowner or the landowner's solicitors will be attended to by TfNSW Legal or TfNSW appointed solicitors.
- (iv) ARTC Property will be notified of exchange of contracts/deed status and will be provided with signed copies of the Contract/Deed and any other documentation related to the contract/deed reasonably required by ARTC.

3.4.4. Minister and Executive Council Submission – Section 29/30 Deed only

- (i) ARTC Property to prepare a draft submission in TfNSW format (current draft of which is at Annexure J) seeking approval to publish the Acquisition Notice in the NSW Government Gazette. Submission which is to include a draft Executive Council Minute, Explanatory Note and Acquisition Notice.
- (ii) TfNSW will review and then forward the final submission and compulsory acquisition documentation to the Minister, Executive Council and Governor for approval.

3.4.5. Minister and Executive Council Approval – Section 29/30 Deed only

On receipt of Minister and Executive Council/Governor's approval, TfNSW will notify ARTC Property and provides copies of the approval to ARTC.

3.4.6. Acquisition Notice Finalised – Section 29/30 Deed only

TfNSW will prepare final Acquisition Notice and confirm consistency against approval.

3.4.7. Acquisition Notice Published – Section 29/30 Deed only

TfNSW will publish the Acquisition Notice in the NSW Government Gazette, and provide a copy of the gazettal notice to ARTC as soon as possible after the gazettal. TfNSW will also arrange any necessary publications in accordance with section 19 of the LAJTCA.

3.4.8. Settlement of Contract/Finalisation of Section 29/30 Deed

- (i) TfNSW Legal or TfNSW appointed solicitor will settle and finalise the acquisition in accordance with the terms of the Contract/Deed. Settlement figures will be checked and agreed by TfNSW Group Property and ARTC Property.
- (ii) The procedures set out in paragraph 3.2.2 for the payment of the purchase price/compensation amount to the landowner and the distribution of the TfNSW Costs from the Acquisition Costs held in TfNSW's nominated trust account will then be followed.
- (iii) Upon completion of the payment and finalisation of any other steps required in the Contract/Deed, TfNSW will notify the nominated ARTC representative.

3.4.9. Acquisition of other interests in land – Section 29/30 Deed only

If third party interests in land (eg leases, easements etc) are to be compulsorily acquired and the relevant third party is not a party to the Section 29/30 Deed, these interests in land are to be compulsorily acquired in accordance with the process set out in section 3.5.

3.5. Compulsory Acquisition by TfNSW (No agreement)

3.5.1. No agreement

This Section applies where there is no agreement reached with a landowner to acquire the additional land by agreement after a genuine attempt to negotiate has been conducted during the Negotiation Phase contemplated in paragraph 3.3, or the relevant landowner cannot be located after reasonable attempts have been made to locate the relevant landowner, or the relevant land tenure is such that compulsory acquisition will give surety of title.

3.5.2. Request TfNSW approval to proceed with compulsory acquisition

ARTC will seek TfNSW's approval to proceed with compulsory acquisition as TfNSW's representative and provide TfNSW with all necessary information set out in paragraph 3.2.3 together with the following:

- (i) details of the time period (to be at least 6 months unless an exemption under section 10A(4) of the LAJTCA Act applies) and key steps in the negotiations with the landowner to acquire the land by agreement;
- (ii) details of all offers of compensation made to the landowner;
- (iii) details and copies of all correspondence / communication from the landowner including details of any claims for compensation;

- (iv) reasons for the inability to reach agreement with the landowner (eg ARC recommendation); and
- (v) justification of compulsory acquisition proceeding.

3.5.3. Approval to proceed with Compulsory Acquisition

TfNSW will seek the advice of the Acquisition Resolution Committee.

If TfNSW decides, having regard to the advice of the Acquisition Resolution Committee, acting reasonably, to proceed with the compulsory acquisition, it will notify ARTC accordingly.

3.5.4. Payment of Acquisition Budget and Costs

The relevant procedures set out in paragraph 3.2.2 for the payment of the Acquisition Budget in to the trust account of either TfNSW or TfNSW's solicitor (as directed by TfNSW) will be followed, along with the procedures set out in paragraph 3.5.16.

3.5.5. 21 Day Letters Prepared

ARTC will prepare 21 Day Letters to be issued to the affected landholder and any interest holders in the land to be acquired. TfNSW will execute the letter and advise ARTC when issued. These letters are discretionary and dependant on the level of interaction with the dispossessed landowner. Based on the negotiation and communication frequency TfNSW will determine if these letters are required.

3.5.6. Proposed Acquisition Notice (PAN) and approval documentation submission

- (i) ARTC will prepare PAN documentation in TfNSW's name and for execution by TfNSW in accordance with the requirements of the LAJTC Act. The PAN will be accompanied by a Claim for Compensation in the form approved by the Minister under the LAJTC Act.
- (ii) ARTC will prepare an approval documentation submission, including briefing note, draft Executive Council Minute, Explanatory Note and draft Acquisition Notice based on TfNSW format (current draft of which is at Annexure J).

3.5.7. Shortened PAN period approval

- (i) If needed, ARTC will include in the approval documentation submission reasons for approval sought for a shortened PAN period (s13, LAJTC Act). Note a reduction in PAN period requires the concurrent approval of the Minister for Finance, Services and Property.
- (ii) The CPA and PAS (DFSI) require a shortened PAN request form to be prepared in addition to the standard Briefing Note.
- (iii) ARTC will draft the shortened PAN request form to accompany the briefing note required pursuant to paragraph 3.5.6(ii) for TfNSW approval prior to submission. The content of the shortened PAN request form will be considered by the Acquisitions Resolution Committee. ARTC to allow sufficient time for approval of requests and processing in its acquisition schedule.

3.5.8. Minister and Executive Council Approval

As per paragraphs 3.4.4(ii) and 3.4.5.

3.5.9. Approval to issue PAN and proceed to compulsory acquisition

- (i) Following approval of the Minister(s) to proceed, TfNSW will issue PAN (attaching Claim for Compensation) and advise ARTC when issued.
- (ii) ARTC will prepare for TfNSW's execution of the LRS Form relating to notification on title.
- (iii) TfNSW will notify the Registrar-General of the LRS as soon as practicable after the PAN is issued (and again in the event that such a PAN is withdrawn or amended).
- (iv) TfNSW will notify the Valuer-General that a PAN has been issued.

3.5.10. Valuer-General to commence preparation of statutory valuation

- (i) Following issue of the PAN, ARTC will prepare a draft submission to the Valuer-General in respect of the proposed amount of compensation for TfNSW's approval.
- (ii) If in order or otherwise subject to such changes as TfNSW may propose, TfNSW will lodge the submission with the Valuer-General along with a request for the Valuer-General to prepare a statutory valuation.

3.5.11. Ongoing Negotiations

- (i) ARTC, as a TfNSW's representative, will continue negotiations with the land owner during the PAN period, in accordance with the negotiation framework / plan.
- (ii) TfNSW may receive Ministerial representations which it will provide to ARTC. ARTC will provide background information / draft response (if required by TfNSW) – refer to Section 6.
- (iii) TfNSW will provide a copy of any claim for compensation issued by the landowner under section 39 of the LAJTCA to the Valuer-General.

3.5.12. Acquisition Notice Finalised

If agreement is not reached with the landowner, TfNSW will arrange for the publication in the NSW Government Gazette of the Acquisition Notice as soon as practicable after expiration of the PAN period and prior to the 120 day deadline (unless approval is obtained to reduce or extend this notice period in accordance with sections 13 and 14 of the LAJTCA Act).

As per paragraph 3.4.6.

3.5.13. Acquisition Notice Published

As per paragraph 3.4.7.

As soon as practicable after the acquisition notice is published, TfNSW to notify the landowner (or other relevant interest holder) that their interest has been compulsorily acquired by TfNSW and that they will receive a compensation notice as soon as the Valuer-General has made the determination of compensation.

3.5.14. Valuer-General progresses determination

- (i) Pursuant to section 41 (1) of the LAJTCA Act, ARTC will prepare on behalf of TfNSW a list of the issues that ARTC believes are relevant to the determination of the amount of compensation by the Valuer-General. Subject

to TfNSW's approval of the list, TfNSW will submit the list to the Valuer-General within 7 days of gazettal (in accordance with the LAJTC Act)

- (ii) ARTC and TfNSW are to jointly review the draft determination by the Valuer-General and provide any further submissions or expert reports to the Valuer-General.
- (iii) TfNSW is to monitor Valuer-General progress, seeking deadline compliance (45 days unless extended pursuant to the LAJTC Act).
- (iv) TfNSW to promptly prepare a draft of the Briefing Note to request Minister for Finance, Services and Property approval for an extension of time (if requested by ARTC) and provide a copy of the Briefing Note to ARTC.
- (v) TfNSW is to seek Minister for Finance, Services and Property approval to extension of time if Valuer-General requests same.

3.5.15. Determination of Compensation Received

After TfNSW receives Valuer-General determination, it will promptly provide a copy to ARTC. ARTC will prepare determination letter and provide to TfNSW (together with compensation notice, a Deed of Release and Valuer-General determination and report). If in order, TfNSW will issue to former landowners and provide a copy to ARTC. Note Valuer-General will issue a draft determination also to the landowner.

3.5.16. Offer accepted and Acquisition Costs

- (i) Settlement figures (as per Valuer-General Determination, plus any statutory interest (if any)) are to be checked and agreed by ARTC Property and TfNSW Group Property.
- (ii) ARTC must promptly (and by no later than 14 business days after agreement to the settlement figures) pay any shortfall between the Acquisition Budget and the Acquisition Costs into TfNSW's nominated trust account. TfNSW agrees to provide an amended invoice for any shortfall (regarding the supply of the lease of the additional land) prior to transfer of the funds.
- (iii) Funds held in trust by TfNSW or TfNSW's solicitor will then be authorised for release to the landowner.
- (iv) TfNSW or TfNSW's solicitor to make payment to former landowner within 28 days of receipt of the following documents:
 - (A) a duly executed Claim for Compensation form;
 - (B) a duly executed Deed of Release; and
 - (C) any relevant documents of title. (See s44 of the LAJTC Act)
- (v) The former landowner is taken to have accepted the offer if they do not within 90 days of receiving the compensation notice reject the offer or lodge an objection with the Land & Environment Court. If the offer is taken to have been accepted, TfNSW to authorise the payment of the compensation amount held in the relevant trust account to the former landowner once documents referred to in paragraph (iii) are received.
- (vi) Thereafter the procedures set out in paragraphs 3.2.2 for the payment of the TfNSW Costs will be followed.

3.5.17. Offer Not Accepted – Appeal Lodged

- (i) TfNSW will notify ARTC if the amount in the compensation notice is not accepted by the landowner within 90 days or if an appeal is lodged.

- (ii) If the offer is not accepted, ARTC will, subject to a request from TfNSW, seek to negotiate a commercial settlement – subject to recommendation by the Acquisitions Resolution Committee.
- (iii) If agreement then is reached, ARTC to seek TfNSW's approval to Deed of Release terms and conditions.
- (iv) If Class 3 or 4 action in Land & Environment Court is commenced by the dispossessed landowner then this is to be managed in accordance with Schedule 11 to the Deed of Lease (Litigation Protocol).
- (v) The procedures set out in paragraph 3.2.2 for the payment of the Acquisition Costs into the trust account of either TfNSW or TfNSW's appointed solicitor (as directed by TfNSW) will then be followed.
- (vi) Thereafter, within 28 days after TfNSW is given notice of institution of proceedings TfNSW will authorise the payment by the TfNSW appointed solicitor of 90% of the amount of compensation offered in the compensation notice to the former landowner as an advance payment (or into a trust account kept under the LAJTC Act if the former landowner does not accept payment). (See s68 of the LAJTC Act)
- (vii) Thereafter the procedures set out in paragraphs 3.2.2 for the payment of the TfNSW Costs will be followed.
- (viii) Where TfNSW decides to defend any proceeding instituted by a landowner (having due regard to ARTC's views in accordance with the Litigation Protocol), TfNSW and ARTC will promptly discuss and agree a "Litigation Budget" with respect to the external and internal costs likely to be incurred by TfNSW for the conduct of the proceedings.

The parties will at that time also agree the amount of funds and the progressive timing of the payment of those funds by ARTC to a trust account held by TfNSW or TfNSW's solicitor (as directed by TfNSW).

3.6. Post-Acquisition Phase

3.6.1. Registration of Title

TfNSW will arrange for registration of the compulsory acquisition with the Registrar-General (s196A of the *Conveyancing Act 1919* and s31A of the *Real Property Act 1900*) via a 11R Request form (for Torrens title land) or a Resumption Application Form (for land not under the *Real Property Act 1900*).

3.6.2. Update records

ARTC is to ensure that the GIS is updated and a data file is to be provided to TfNSW's Land Information Unit and TfNSW in appropriate format within 30 days of the effective date of settlement of the acquisition of the additional land.

TfNSW will provide any outstanding documentation it holds at the request of, and to ARTC, to enable it to finalise the acquisition case.

ARTC will update the CRM and issue a statement to TfNSW certifying that the acquisition case has been formally closed (once all actions pertaining to the acquisition and landowner relocation (if necessary) have been completed).

TfNSW is responsible for updating TfNSW GIPA contracts register if required and if the relevant contract exceeds \$150k (or such other relevant threshold as applies from time to time).

3.6.3. Interim Property Management

After the settlement/gazettal of the acquisition of the relevant additional land, ARTC will arrange for and will carry out property management (even if the land is not yet required for Inland Rail).

4. TfNSW Lease of additional land to ARTC

4.1.1. Minister for TfNSW Approval to include Land in the Deed of Lease

If required, TfNSW will seek Minister for TfNSW (or delegates) approval to lease to ARTC all the additional land (which is either acquired directly from the landowner by ARTC (ie an ARTC Voluntary Landowner Purchase) and then subsequently transferred to TfNSW, or acquired directly from the landowner by TfNSW under the LAJTC Act (ie a TfNSW Acquisition). This is to ensure that Section 88B(1) of the TAA is complied with.

4.1.2. Deed of Additional Land Lease

- (i) TfNSW will prepare an “Additional Land Lease” for all such additional land in accordance with Schedule 12 of the Deed of Lease (as updated pursuant to Annexure A) and will provide the document to ARTC for review and finalisation of plan details.
- (ii) Once ARTC has confirmed that the proposed Additional Land Lease is consistent with Schedule 12 and also the information provided in the Additional Land Request and it has prepared and provided to TfNSW the relevant plan, TfNSW will circulate execution copies of the Additional Land Lease for ARTC CEO or delegate’s execution (in duplicate) and provide originals to TfNSW.
- (iii) Provided Ministerial approval has been obtained (if required) TfNSW will execute the Additional Land Lease signed by ARTC and the additional land becomes incorporated in the Deed of Lease effective as at the date of completion/gazettal (or such other date as agreed).
- (iv) TfNSW will provide ARTC with an original fully executed copy of the Additional Land Lease.
- (v) The parties will use all reasonable endeavours to have the Additional Land Lease fully executed prior to the completion of any TfNSW Acquisition or any transfer to TfNSW of ARTC Voluntary Landowner Purchases.

5. Governance

Section 5 of this Protocol applies to TfNSW Acquisitions.

5.1. Guiding Principles to Acquisition of residential property and business (i.e. small/family run)

The guiding principles that will govern residential property and business acquisition include:

- ARTC will ensure that residents and business owners have access to all the reasonable support they require throughout the process, including their own designated PMA and Acquisition Manager to act as their primary points of contact.
- ARTC will ensure that residents and business owners are treated with sensitivity and respect at all times and their needs will be central to any discussions.

- ARTC will ensure that property owners, residents and business owners will be informed early in the process and will always have access to their PMAs for any questions or concerns throughout the process.
- ARTC will ensure that all information will be delivered promptly, clearly and in an easy-to-understand format.
- ARTC will ensure that the valuation and acquisition processes will be fair, consistent and transparent.
- TfNSW will ensure that it keeps ARTC regularly updated with relevant NSW Government acquisition material and, unless publicly available, will provide ARTC with both hard and electronic copies on request by ARTC.

5.2. Centre for Property Acquisitions (CPA)

The CPA has been established by the State of NSW to train personnel across Government involved in the acquisition process, with an emphasis on meeting landowners' needs and proactively providing advice and assistance.

ARTC will use CPA published material when dealing with property owners. CPA published material can be found at the NSW Government's Property Acquisition website:

<http://www.propertyacquisition.nsw.gov.au/>

ARTC will prepare responses to CPA requests for project information and acquisition statistics. ARTC will provide the requested information to TfNSW in the CPA requested format. TfNSW will submit the information to the CPA. TfNSW will provide ARTC with copies of the information submitted to the CPA by TfNSW.

5.3. Customer Relationship Management System (CRM)

The CPA administers the centralised CRM system – the “Acquisition Hub”.

The Acquisition Hub is a cloud based application designed to help projects manage property acquisitions and record interactions with landowners and holders of interests in land. Specifically the Acquisition Hub:

- provides a single view of the landowner or interest holder
- assists in managing relocation services
- improves collaboration between PMA and Acquisition Manager
- provides real-time access from any device, anywhere
- centralised location of interactions, files and details
- supports security and access to information restrictions
- promotes a consistent process for all types of acquisition
- easy access to information to build and view reports (particularly to PAS)

All ARTC and TfNSW personnel involved in land acquisition matters will be trained to use the CRM before commencing land acquisition activities on the Inland Rail project.

TfNSW will actively advocate on ARTC's behalf for CRM training with CPA.

ARTC will ensure that it maintains up to date and accurate records in CRM through the land acquisition process.

TfNSW will manage CRM compliance (including CPA/PAS requirements) and act as project interface manager. TfNSW may from time to time conduct an audit of CRM as recorded by ARTC and reconcile acquisitions to ensure records are up to date. TfNSW will ensure the outcome of any audits are presented to ARTC.

5.4. Property Acquisition Standards Group (PAS)

The PAS group resides in the Department of Finance, Services and Innovation. The PAS group sets whole-of-government performance standards for acquisition processes, and standards for resources provided to landowners, and ensures they are consistently applied by all agencies involved in land acquisition.

The PAS group collects and publishes whole-of-government land acquisition data twice yearly on the NSW Government's Property Acquisition website to ensure the performance of Government is more readily open to public scrutiny, including the extent to which land is acquired through agreement rather than compulsorily.

ARTC will ensure that it complies with PAS standards and requirements.

ARTC will prepare responses to PAS requests for Inland Rail project information and acquisition statistics. ARTC will provide the requested information to TfNSW in the PAS group requested format. TfNSW will submit the information to the PAS group. TfNSW will provide ARTC with copies of the information submitted to the PAS group by TfNSW.

5.5. Acquisition Resolution Committee

TfNSW and ARTC will establish and manage a special acquisition case committee. The committee will act as an advisory body to TfNSW and ARTC and will not have a decision making role. The committee will be comprised of senior ARTC and TfNSW personnel. The purpose of the committee is to (amongst other things):

- assess and use a commercial framework;
- recommend cases that should progress to compulsory acquisition;
- develop and agree a strategy to consider how difficult cases that are in unofficial dispute might be resolved;
- provide advice regarding acquisition complaints;
- develop and agree a strategy to manage and resolve official disputes in the NSW LEC;
- avoid undesirable precedents that may impact on other acquisitions and reputation; and
- make recommendations regarding negotiation escalation and PAN period reduction decisions. It will also manage and approve responses to escalations to Minister(s).

The committee will meet monthly (or as necessary by agreement) and will endeavour to provide its advice as expeditiously as possible.

The terms of reference of the Acquisition Resolution Committee are set out at Annexure N.

5.6. Complaints Escalation to Minister(s):

The PAS group and the CPA has the capacity to review acquisition cases and if necessary case manage acquisitions if they fall into significant dispute – more particularly in respect of how the Acquiring Authority conducts the engagement and negotiation process with an impacted landowner. There is also scope for the compensation amount offered to be subject to review and management. ARTC will have due regard to any direction given to TfNSW by the PAS and CPA pertaining to an acquisition case as a result of a complaint and/or escalation to the Minister(s).

5.7. NSW Government Agency Interactions

TfNSW will take the lead if any troubleshooting is required with NSW Government agencies, e.g. DFSI, RMS, Crown Lands, NPWS, OEH etc.

6. Media Enquiries, Ministerial Correspondence and GIPA

Section 6 of this Protocol applies to TfNSW Acquisitions.

- (i) A party may notify the other party (by giving reasonable notice in writing) that it proposes to publically communicate about an acquisition of any parcel(s) of additional land. Thereafter the parties agree to discuss in good faith and use their best endeavours to agree on the release by the first party of the form, content and structure of such public communication. If they do so agree, then the first party may publically communicate the agreed communication. Otherwise they will not make any public communication regarding the acquisition of the relevant parcel of additional land.
- (ii) PMA to manage any acquisition related complaints or enquires in liaison with ARTC communications and TfNSW.
- (iii) ARTC to prepare and issue a draft response to be approved by TfNSW prior to issue.
- (iv) Acquisition related Ministerial correspondence to be managed by the PMA in liaison with ARTC communications. ARTC to prepare a proposed response to be approved by TfNSW prior to issue.
- (v) ARTC will comply with the TfNSW policy and requirements regarding GIPA requests (including drafting responses) and the TfNSW representative will approve releases to the GIPA unit.

Nothing in this Section 6 precludes either TfNSW or ARTC from reporting to and providing such information as is appropriate to their respective governmental, Ministerial or shareholder stakeholders.

7. Early access to land

ARTC may, at its own risk and cost, enter into a licence / lease of land with a landowner prior to the acquisition of the parcel of additional land in order to gain early access for design, investigative and/or construction purposes. TfNSW is not to be a party to this arrangement.

TfNSW to be notified of, and supplied with a copy of (at TfNSW's reasonable request), of any temporary agreements which are intended to become permanent or long term tenure where infrastructure is intended to be constructed owned and maintained on the Rail Corridor.

8. Responsibility

The following personnel (or their nominee) are responsible for:

- (a) the implementation of, and ongoing compliance with, this Protocol by their respective organisations;
- (b) ensuring that all steps are taken in accordance with their relevant delegations; and
- (c) regular review of this Protocol.
 - **ARTC:** Programme Manager Property - Inland Rail
 - **TfNSW:** Project Director – Inland Rail

9. Definitions

Capitalised terms in this Protocol have the meaning given to those terms in the Deed of Lease unless otherwise defined below.

Acquisition Costs	Actual costs incurred for the acquisition of the relevant parcel of additional land being the purchase price/compensation amount (as adjusted at settlement) and actual TfNSW Costs
Acquisition Budget	A proposed budget or estimate of the purchase price/compensation amounts to be paid for all acquisitions in the relevant tranche of the Delivery Schedule of Lands, including a budget or estimate of TfNSW Costs related to that tranche of acquisitions
Acquisition Managers	Those ARTC personnel appointed by ARTC to negotiate with relevant landowners for the acquisition of parcels of additional land (either under the ARTC Voluntary Landowner Purchase or under the TfNSW Acquisition process)
Acquisition Notice	A notice of compulsory acquisition a current template of which is annexed at Annexure H which may be updated by TfNSW from time to time
Acquisition Resolution Committee	A special acquisition case committee as further detailed in paragraph 5.5 of this Protocol
Acquisition Strategy	An acquisition strategy prepared in accordance with the TfNSW Acquisition Strategy template as it exists from time to time the current version of which is annexed at Annexure M
Additional Land Request	A request under clause 2.8(a) of the Deed of Lease to acquire additional land and lease (or grant some other appropriate interest in) that land to ARTC for Inland Rail in the form set out in Schedule 12 to the Deed of Lease (as updated) which is annexed herein at Annexure B
Approved Contract for Sale template	The template annexed at Annexure E which may be updated by TfNSW from time to time
Approved Section 29/30 Deed template	The template agreement to purchase land pursuant to section 29, 30 or 63 (as applicable) annexed at Annexure F which may be updated by TfNSW from time to time
ARTC Voluntary Landowner Purchase	Has the meaning given in paragraph 2.1 of this Protocol
ARTC Initial Letter	The template Initial Letter annexed at Annexure C to be issued by ARTC to landowners in accordance with paragraph 2.1 of this Protocol
Bilateral Agreement	The Bilateral Agreement in relation to Inland Rail between the Commonwealth and NSW dated 4 May 2018
Claim for Compensation	A claim for compensation for the market value of a parcel of additional land and other compensation elements which might be relevant to a landowner's entitlement in the form approved by the Minister under the LAJTC Act
CPA	NSW Government's Centre for Property Acquisition as further detailed in paragraph 5.2 of this Protocol
CRM	Customer Relations Management system as further detailed in paragraph 5.3 of this Protocol
Deed of Lease	The Deed of Lease between ARTC and TfNSW for the

	NSW interstate and Hunter Valley rail lines dated 4 June 2004 as amended and varied
Delivery Schedule of Lands	A schedule of all additional land proposed to be acquired for the Inland Rail rail corridor as set out in various tranches of acquisitions (set out in Attachment D of the Acquisition Strategy as amended from time to time pursuant to Additional Land Requests)
DFSI	NSW Department of Finance, Services and Innovation
Executive Council Minute	Executive Council Minute a current template of which is annexed at Annexure I which may be updated by TfNSW from time to time
GIPA	<i>Government Information (Public Access) Act 2009</i> (NSW)
Inland Rail	The high-capacity freight rail link between Melbourne and Brisbane through regional Victoria, New South Wales and Queensland
Introductory Letter	An introductory letter to be sent to landowners prior to the commencement of negotiations for the acquisition of land by TfNSW, a current template of which is annexed at Annexure D which may be updated by TfNSW from time to time
land	has the same meaning as in the LAJTC Act (where applicable)
Land Information Unit	The Manager Spatial Services, TfNSW Group Property
LAJTC Act	<i>Land Acquisition (Just Terms Compensation) Act 1991</i> (NSW)
Leased Network	The area of land and rail corridor covered by the Deed of Lease
LRS (formerly LPI)	NSW Land Registry Services
Offer Letter	An offer letter to be sent to landowners setting out the amount of compensation agreed to be paid for the acquisition of its land by TfNSW, a current template of which is annexed at Annexure D which may be updated by TfNSW from time to time
Opening Letter	An opening letter to be sent to landowners to commencing the negotiation period for the acquisition of land by TfNSW pursuant to the requirements of section 10A LAJTC Act, a current template of which is annexed at Annexure D which may be updated by TfNSW from time to time
PAN	Proposed Acquisition Notice pursuant to the LAJCT Act in the form approved by TfNSW, a current form of which is annexed at Annexure G
PAS	Property Acquisition Standards Group as further detailed in paragraph 5.4 of this Protocol
Personal Managers Acquisition or PMA	Those personnel appointed either by ARTC or TfNSW to be a personal manager assigned to a landowner as the landowner's primary point of contact during the acquisition process (either under the ARTC Voluntary Landowner Purchase or under the TfNSW Acquisition process)
PEXA	Property Exchange Australia Limited
Rail Corridor	Means the area along the final route alignment for Inland Rail agreed in accordance with paragraph 1.3.2(c), within which ARTC will develop, construct, operate and maintain Inland Rail
Section 29 Deed	An agreement to purchase land pursuant to Section 29 of

	the LAJTC Act
Section 30 Deed	An agreement to purchase land pursuant to Section 30 of the LAJTC Act
TAA	<i>Transport Administration Act 1988 (NSW)</i>
TfNSW	Transport for NSW
TfNSW Acquisition	An acquisition of additional land for Inland Rail from a landowner by TfNSW as the acquiring authority in accordance with the LAJTC Act (either by agreement or compulsory process)
TfNSW Costs	Has the meaning given to that term in paragraph 3.2.2.
21 Day Letters	A letter sent to landowners 21 days prior to the proposed issue of a PAN, a current template of which is annexed at Annexure D which may be updated by TfNSW from time to time