

# *Government Gazette*

of the State of

New South Wales

**Number 139**

**Friday, 22 December 2017**

---

The New South Wales Government Gazette is the permanent public record of official notices issued by the New South Wales Government. It also contains local council and other notices and private advertisements.

The Gazette is compiled by the Parliamentary Counsel's Office and published on the NSW legislation website ([www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)) under the authority of the NSW Government. The website contains a permanent archive of past Gazettes.

To submit a notice for gazettal – see Gazette Information.

**TRANSPORT ADMINISTRATION ACT 1988**

**LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991**

**Notice of Compulsory Acquisition of Interest in Land for the Purposes of the Transport Administration Act 1988**

Transport for NSW by its delegate declares, with the approval of His Excellency the Governor, that the construction lease described in Schedule 1 below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

IVAN GLAVINIC  
Deputy Program Director - Sydney Metro

**SCHEDULE 1**

A construction lease on the terms set out in Schedule 2, and over that part of that piece or parcel of land situated at Waterloo, in the Local Government Area of Sydney, Parish of Alexandria and County of Cumberland being that part of Lot 30 in Deposited Plan 668991 which is shown marked "(V)" on the plan at Annexure A to the construction lease set out at Schedule 2.

**SCHEDULE 2**



## Construction Lease

Transport for NSW

ABN 18 804 239 602

and

Waterloo Congregational Church Incorporated

ABN 42 282 250 399

103-105 Botany Road, Waterloo

**CONTENTS**

| <b>CLAUSE</b>   | <b>PAGE</b> |
|---|-------------|
| REFERENCE SCHEDULE.....                                   | 3           |
| 1. DEFINITIONS AND INTERPRETATION .....                   | 4           |
| 1.1 Definitions .....                                     | 4           |
| 1.2 Interpretation.....                                   | 6           |
| 1.3 Business Day .....                                    | 7           |
| 1.4 Excluding liability.....                              | 7           |
| 1.5 Exclusion of implied covenants and powers .....       | 7           |
| 2. TfNSW'S OBLIGATIONS.....                               | 7           |
| 2.1 Permitted Use .....                                   | 7           |
| 2.2 Utilities and services .....                          | 7           |
| 2.3 Handover obligations.....                             | 7           |
| 3. COMPLIANCE WITH LEGISLATIVE AND WHS REQUIREMENTS ..... | 8           |
| 3.1 Compliance with Legislative Requirements .....        | 8           |
| 3.2 Principal Contractor.....                             | 8           |
| 3.3 Work Health and Safety .....                          | 8           |
| 4. QUIET ENJOYMENT AND RIGHTS OF INSPECTION .....         | 9           |
| 4.1 Occupation.....                                       | 9           |
| 4.2 Landlord access rights .....                          | 9           |
| 5. RISK AND INDEMNITY .....                               | 9           |
| 6. GST .....  | 10          |
| 6.1 Payment of GST .....                                  | 10          |
| 6.2 Tax invoice/adjustment note .....                     | 10          |
| 6.3 Change in the GST Law .....                           | 10          |
| 6.4 Indemnities and reimbursement .....                   | 10          |
| 7. FURTHER LEASE .....                                    | 10          |
| 7.1 Parties to negotiate.....                             | 10          |
| 7.2 Holding over .....                                    | 11          |
| 8. TERMINATION .....                                      | 11          |
| 9. GENERAL .....  | 11          |
| 9.1 Governing law .....                                   | 11          |
| 9.2 TfNSW and the Landlord as public authorities .....    | 11          |

**ANNEXURE**

PREMISES PLAN

**REFERENCE SCHEDULE**

- |               |   |
|---------------|---|
| <b>Item 1</b> | <b>Premises</b><br>That part of the Land as shown hatched on the plan at Annexure A.  |
| <b>Item 2</b> | <b>Commencing Date</b><br>8 January 2018  |
| <b>Item 3</b> | <b>Terminating Date</b><br>30 December 2021   |
| <b>Item 4</b> | <b>Permitted Use</b><br>Demolition, investigation, design, construction, testing, commissioning and access for the purpose of the Project |

**PARTIES:**

- (1) Waterloo Congregational Church Incorporated ABN 42 282 250 399 (**Landlord**); and
- (2) Transport for NSW ABN 18 804 239 602 (**TfNSW**).

**RECITALS**

- (A) The Landlord owns the Premises.
- (B) TfNSW has compulsorily acquired a lease on the terms of this document from the Landlord in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW).

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

The following definitions apply in this document:

**Business Day** means any day other than:

- (a) a day that is a Saturday, Sunday or public holiday generally in Sydney; or
- (b) 27, 28, 29, 30 or 31 December.

**Church** means the building on the Land which is used by the Landlord as a church.

**Claim** means any claim, action, demand or proceeding for payment of money (including damages):

- (a) under, arising out of, or in any way in connection with, this lease; and
- (b) otherwise at law including:
  - (i) under or for breach of any statute;
  - (ii) in tort for negligence or otherwise, including negligent misrepresentation; or
  - (iii) for restitution, including restitution based on unjust enrichment.

**Commencing Date** means the date shown as the "Commencing Date" in Item 2 of the Reference Schedule.

**Contractor** means the contractor or contractors, as the case may be, engaged by TfNSW from time to time to carry out the Works.

**Government Authority** includes any governmental or semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, Minister, officer, statutory corporation or instrumentality.

**GST Law** means the same as "GST law" means in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Landlord** means the Waterloo Congregational Church Incorporated ABN 42 282 250 399.

**Land** means Lot 30 in Deposited Plan 668991, being the whole of the land in Certificate of Title Folio Identifier 30/668991 and known as 103-105, Botany Road, Waterloo.

**Law** means:

- (a) Commonwealth, New South Wales or local government legislation including regulations, by-laws and other subordinate legislation;
- (b) principles of law or equity established by decisions of courts; and
- (c) any approvals (including any condition or requirement under them).

**Legislative Requirements** means any:

- (a) Acts, ordinances, regulations, by-laws and orders of the jurisdiction where the works are being carried out; and
- (b) certificates, licences, consents, permits, approvals and requirements of Government Authorities having jurisdiction in connection with the carrying out of the Works.

**Loss** means:

- (a) in relation to a person, any claim, allegation, cause of action, proceeding, suit or demand made against the person concerned however it arises and whether it is present or future, fixed or unascertained, actual or contingent; or
- (b) any liability, loss, damage, expense or cost.

**Permitted Use** means the use specified in Item 4 of the Reference Schedule.

**Premises** means the land specified in Item 1 of the Reference Schedule.

**Project** means the Sydney Metro City & Southwest project as approved by the Minister for Planning in accordance with the *Environmental Planning & Assessment Act 1979* (NSW) pursuant to the Conditions of Approval dated 9 January 2017, for Application No. SSI 15\_7400, as modified from time to time.

**Reference Schedule** means the Reference Schedule forming part of this lease.

**Term** means the term of the lease granted pursuant to this document, beginning on the Commencing Date and ending on the earlier of:

- (a) the Terminating Date; and
- (b) such earlier date as determined in accordance with clause 8.

**Terminating Date** means the date shown as the "Terminating Date" in Item 3 of the Reference Schedule.

**TfNSW** means Transport for NSW ABN 18 804 239 602.

**TfNSW's Agents** means:

- (a) TfNSW's employees, officers, consultants, agents, contractors and invitees or any of them;
- (b) the Contractor; and
- (c) the Contractor's employees, officers, consultants, agents, contractors and invitees or any of them.



**WHS Act** means the *Work Health and Safety Act 2011* (NSW).

**WHS Legislation** means legislation relating to health and safety at work including:

- (a) the WHS Act; and
- (b) the WHS Regulation.

**WHS Regulation** means the *Work Health and Safety Regulation 2017* (NSW).

**Works** means any works carried out on the Premises by TfNSW or its Contractors.

## 1.2 Interpretation

In this lease:

- (a) headings are for convenience only and do not affect interpretation; and
- (b) the following rules apply in interpreting this lease unless the context makes clear a rule is not intended to apply:
  - (i) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
  - (ii) **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;
  - (iii) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
  - (iv) a reference to a document (including this lease) is to that document as varied, novated, ratified or replaced from time to time;
  - (v) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
  - (vi) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
  - (vii) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this lease, and a reference to this lease includes all schedules, exhibits, attachments and annexures to it;
  - (viii) if 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;
  - (ix) **includes** in any form is not a word of limitation;
  - (x) a reference to **\$** or **dollar** is to Australian currency; and
  - (xi) terms defined in the GST Law have the same meaning in this document unless the context otherwise requires.
  - (xii) if a party is a member of a GST group, references to GST which the party must pay and to input tax credits which the party is entitled to claim include GST which the representative member of the GST group of which the party is

a member must pay and input tax credits to which the representative member is entitled.

1.3 **Business Day**

If the day on or by which anything is to be done under this lease is not a Business Day, that thing must be done no later than the next Business Day.

1.4 **Excluding liability**

Any provision of this lease which seeks to limit or exclude a liability of a party is to be construed as doing so only to the extent permitted by law.

1.5 **Exclusion of implied covenants and powers**

The covenants and powers implied by section 84, section 84A, section 85, section 86, section 133, section 133A and section 133B of the *Conveyancing Act 1919* (NSW) do not apply to this lease.

2. **TFNSW'S OBLIGATIONS**

2.1 **Permitted Use**

TfNSW must use the Premises only for the Permitted Use.

2.2 **Utilities and services**

TfNSW must pay all costs for the supply of any services consumed by it on the Premises during the Term.

2.3 **Handover obligations**

- (a) On or before the end of the Term, TfNSW will:
  - (i) vacate the Premises and remove from the Premises all its property, scaffolding, loose materials, waste and rubbish;
  - (ii) return the Premises to the Landlord with a clear flat surface with finishes to an equivalent standard to the surface adjacent to the Premises, or as otherwise agreed by the parties; and
  - (iii) subject to clauses 2.3(c) and 2.3(d), ensure that any damage caused to the Premises by the carrying out of the Works is made good or repaired.
- (b) If the parties have entered into a further lease for the Premises which commences immediately after the end of the Term, then clause 2.3(a) will apply at the end of the term of the further lease.
- (c) The obligation in clause 2.3(a)(iii) does not apply to the extent of any damage caused by or contributed to by:
  - (i) any act of the Landlord or its employees, agents or contractors, or any negligence for which the Landlord is responsible; or
  - (ii) the act or omission of a third party, unless that third party is one of TfNSW's Agents.

- (d) The Landlord and TfNSW acknowledge and agree that:
  - (i) the toilet block, other improvements and landscaping located in the Premises at the Commencing Date will be demolished and/or removed by TfNSW; and
  - (ii) unless otherwise agreed in writing between the parties, TfNSW is not obliged to reinstate any improvements and landscaping when this lease ends.

**3. COMPLIANCE WITH LEGISLATIVE AND WHS REQUIREMENTS**

**3.1 Compliance with Legislative Requirements**

TfNSW must, and must procure that the Contractor will, at all times fully comply with all Legislative Requirements in any way affecting or applicable to the Works.

**3.2 Principal Contractor**

- (a) In this clause 3.2, the terms "construction work", "construction project", "principal contractor" and "workplace" have the same meanings given to those terms under the WHS Legislation.
- (b) Without limiting TfNSW's obligations under any other provision of this lease:
  - (i) to the extent that the work under this lease or any contract or subcontract relating to the Works includes construction work, TfNSW:
    - (A) is, for the purpose of Chapter 6 of the WHS Regulation, a person conducting a business or undertaking that has commissioned the construction project(s) that form the whole or part of the work under this lease, the contract or subcontract;
    - (B) will engage the Contractor (as notified to the Landlord by TfNSW) in accordance with clause 293(2) of the WHS Regulation as the principal contractor for the work under this lease, the contract or subcontract; and
    - (C) will authorise the Contractor to have management and control of each workplace at which the work under this lease, the contract or subcontract is to be carried out and to discharge the duties of a principal contractor under the WHS Legislation; and
  - (ii) TfNSW will procure that the Contractor accepts the engagement as principal contractor and agrees to discharge the duties imposed on a principal contractor by the WHS Legislation,  
and the Contractor's engagement and authorisation as a principal contractor will continue:
    - (iii) subject to clause 3.2(b)(iv), until completion of the works (unless sooner revoked by TfNSW); and
    - (iv) in respect of any rectification of defects that is construction work, during the period any such work is carried out.

**3.3 Work Health and Safety**

TfNSW must carry out any works on the Premises;

- (a) safely and in a manner that does not put the health and safety of persons at risk; and

- (b) in a manner that protects property.

4. **QUIET ENJOYMENT AND RIGHTS OF INSPECTION**

4.1 **Occupation**

Subject to TfNSW complying with its obligations under this lease, TfNSW may occupy the Premises during the Term without interference from the Landlord.

4.2 **Landlord access rights**

- (a) Subject to clause 4.2(b), TfNSW must give the Landlord (or anyone authorised in writing by the Landlord) access to the Premises at any time convenient to TfNSW or TfNSW's Agents (acting reasonably) for the purpose of inspecting the condition of the Premises, or how it is being used, or for carrying out necessary repairs to the Church.
- (b) The Landlord must give TfNSW reasonable notice (which must be at least ten (10) Business Days written notice) of its proposed access (except in an emergency).
- (c) In exercising its rights under this clause, the Landlord must:
  - (i) comply with TfNSW's or TfNSW's Agent's reasonable requirements, including in relation to occupational health, environmental and safety; and
  - (ii) not interfere with the use of the Premises by TfNSW or TfNSW's Agents.
- (d) The Landlord must indemnify TfNSW in relation to any Loss suffered by TfNSW, including any damage to any property of TfNSW or TfNSW's Agents or to the Works, which is caused or contributed to by the negligent or wilful act or omission of the Landlord or anyone authorised by the Landlord when exercising the rights under this clause.

5. **RISK AND INDEMNITY**

- (a) TfNSW enters, occupies, uses and keeps the Premises, and TfNSW's Agents are permitted to access, occupy, use and keep the Premises, at the risk of TfNSW.
- (b) TfNSW must indemnify the Landlord against:
  - (i) the loss, destruction or damage of any of the Landlord's real or personal property; or
  - (ii) any Claim against the Landlord or liability the Landlord may have to third parties in respect of or arising out of or in connection with:
    - (A) any illness, personal injury to, or death of, any person; or
    - (B) the loss, destruction or damage of any real or personal property,

to the extent caused by, arising out of, or in any way in connection with, the construction of the Works or any failure by TfNSW to comply with its obligations under this lease, except to the extent caused or contributed to by the act or omission of the Landlord or the Landlord's employees, agents, contractors or officers.
- (c) TfNSW has no liability, nor will the Landlord be entitled to make any Claim against TfNSW or TfNSW's Agents in respect of:
  - (i) loss of income, loss of revenue, loss of profit, loss of financial opportunity, loss of business or loss of business opportunity, loss of contract, loss of goodwill, loss of use or loss of production (whether the loss is direct or indirect); or

- (ii) direct or indirect financing costs,

whether present or future, fixed or unascertained, actual or contingent incurred or sustained by the Landlord as a result of any act or omission of TfNSW (whether negligent or otherwise).

**6. GST**

**6.1 Payment of GST**

If GST is or will be payable on a supply made under or in connection with this document, to the extent that the consideration otherwise provided for that supply under this document is not stated to include an amount in respect of GST on the supply:

- (a) the consideration otherwise provided for that supply under this document is increased by the amount of that GST; and
- (b) the recipient must make payment of the increase as and when the consideration otherwise provided for, or relevant part of it, must be paid or provided or, if the consideration has already been paid or provided, within seven days of receiving a written demand from the supplier.

**6.2 Tax invoice/adjustment note**

The right of the supplier to recover any amount in respect of GST under this document on a supply is subject to the issuing of the relevant tax invoice or adjustment note to the recipient within the time period within which the recipient is otherwise entitled to the relevant input tax credits.

**6.3 Change in the GST Law**

If the GST Law changes (including without limitation as a result of a change in the GST rate) after the date of this document, any consideration that expressly includes GST must be adjusted to reflect the change in the GST Law.

**6.4 Indemnities and reimbursement**

- (a) Costs actually or estimated to be incurred or revenue actually or estimated to be earned or lost by a party that is required to be reimbursed or indemnified by another party or used as the basis for calculation of consideration for a supply under this document must exclude the amount of GST referable to the cost to the extent to which an entitlement arises or would arise to claim an input tax credit and in relation to revenue must exclude any amount in respect of GST referable to the revenue.
- (b) The parties each indemnify the other against all GST, and losses, liabilities and expenses (including legal liabilities on a full indemnity basis) that the other incurs (directly or indirectly) as a result of a breach of a warranty or other provision in this document relating to GST.

**7. FURTHER LEASE**

**7.1 Parties to negotiate**

If TfNSW gives the Landlord a notice before the Terminating Date that it requires a further lease over the Premises for the purposes of the Project, the parties will negotiate in good faith to agree the terms of that further lease.

7.2 **Holding over**

If the Landlord has not granted TfNSW a new lease of the Premises as contemplated under clause 7.1 and TfNSW continues to occupy the Premises after the Terminating Date with the Landlord's consent, TfNSW occupies the Premises under a monthly lease that:

- (a) either party may terminate on 1 month's notice ending on any day by giving notice in writing to the other; and
- (b) is on the same terms as this lease (with any changes appropriate to a monthly lease).

8. **TERMINATION**

- (a) TfNSW may terminate this lease at any time during the Term by giving the Landlord one month's prior written notice specifying the date that the lease will come to an end (the **Surrender Date**).
- (b) With effect from but not including the Surrender Date:
  - (i) TfNSW, as beneficial owner, surrenders TfNSW's interest in this lease and the Premises to the Landlord; and
  - (ii) the Landlord accepts that surrender.
- (c) On or before the Surrender Date, TfNSW must leave the Premises and return the Premises to the Landlord in the condition required by clause 2.3.
- (d) With effect from the Surrender Date, each party releases the other from any liability relating to events or circumstances occurring or arising after the Surrender Date.

9. **GENERAL**

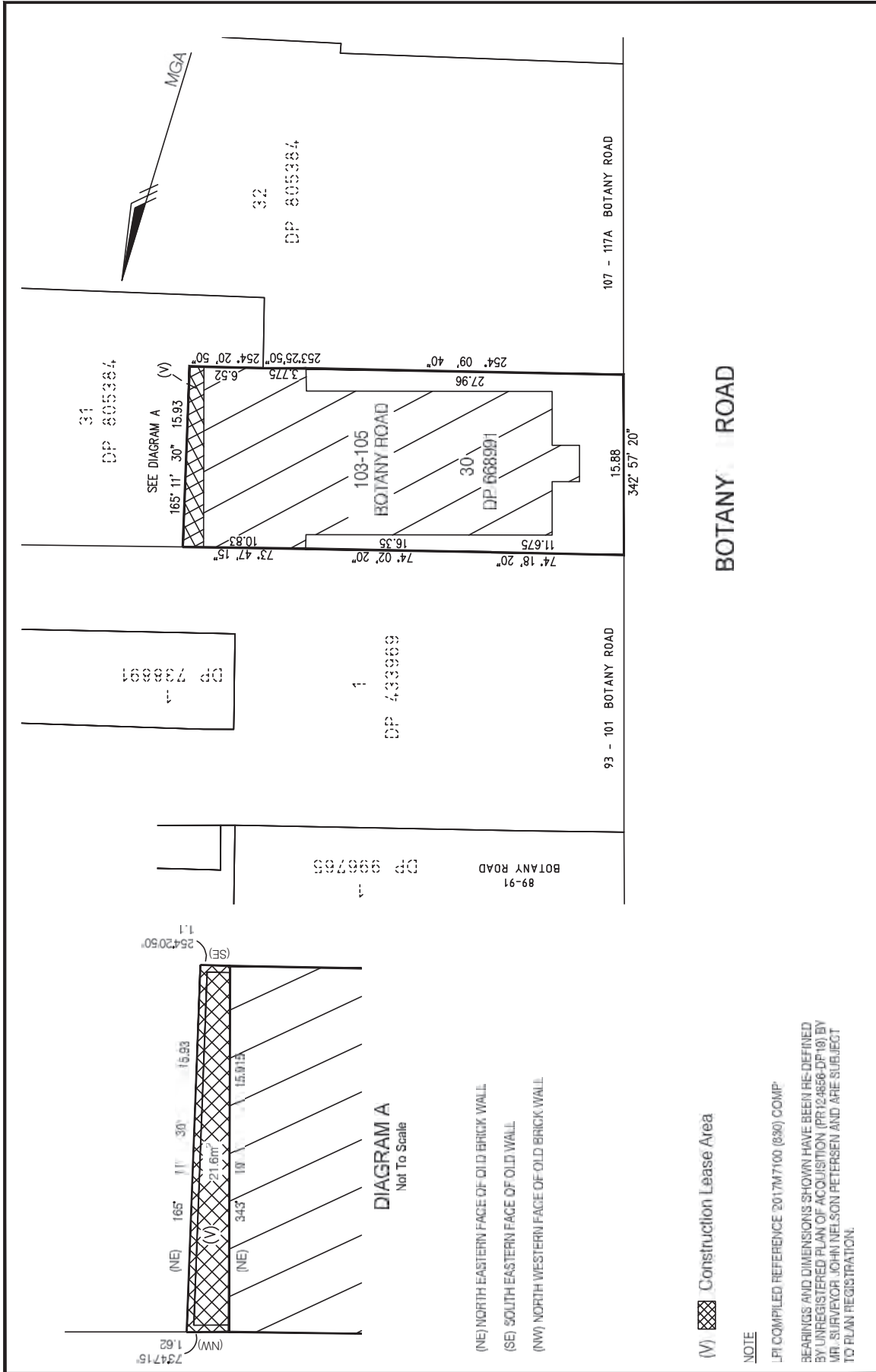
9.1 **Governing law**

This lease is governed by and must be construed according to the law applying in New South Wales.

9.2 **TfNSW and the Landlord as public authorities**

The Landlord and TfNSW acknowledge and agree that nothing in this lease will in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of either of TfNSW or the Landlord to exercise any of its functions and powers pursuant to any legislation.

**ANNEXURE A**  
**Premises Plan**



**NOTE**  
LPI COMPILED REFERENCE 2017M7100 (630) COMP  
BEARINGS AND DIMENSIONS SHOWN HAVE BEEN RE-DEFINED BY UNREGISTERED PLAN OF ACQUISITION (PP 124866-DF10) BY MR. SURVEYOR JOHN NELSON PETERSEN AND ARE SUBJECT TO PLAN REGISTRATION.

**PROJECT INFORMATION**  
PROJECT NAME: 103-105 BOTANY ROAD CONSTRUCTION LEASE AREA  
PROJECT NO: 2017M7100 (630) COMP  
PROJECT DATE: 15/12/2017

**CLIENT INFORMATION**  
CLIENT NAME: MESSI CITY SOUTH WEST  
CLIENT ADDRESS: 103-105 BOTANY ROAD  
CLIENT CONTACT: [REDACTED]

**PLANNING INFORMATION**  
LOCAL GOVERNMENT: [REDACTED]  
LOCAL GOVERNMENT ADDRESS: [REDACTED]  
LOCAL GOVERNMENT CONTACT: [REDACTED]

**REGISTRATION INFORMATION**  
REGISTERED PLAN OF ACQUISITION (PP 124866-DF10)  
REGISTERED PLAN OF ACQUISITION (PP 124866-DF10)  
REGISTERED PLAN OF ACQUISITION (PP 124866-DF10)

**PRODUCTION INFORMATION**  
DRAWING NO: PR124866-R  
DRAWING DATE: 15/12/2017  
DRAWING SCALE: 1:500  
DRAWING STATUS: FOR INFORMATION ONLY

**DISCLAIMER**  
THIS IS A COLOURED PLAN  
REPRODUCTION IN COLOUR ONLY  
THIS PLAN IS FOR INFORMATION ONLY  
IT DOES NOT CONSTITUTE A CONTRACT  
AND IS NOT TO BE USED FOR ANY OTHER PURPOSE

**CONTACT INFORMATION**  
CONTACT NAME: [REDACTED]  
CONTACT ADDRESS: [REDACTED]  
CONTACT PHONE: [REDACTED]  
CONTACT EMAIL: [REDACTED]



(Transport for NSW Document Number: SM17/0005411)

**TRANSPORT ADMINISTRATION ACT 1988**

**LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991**

**Notice of Compulsory Acquisition of Interest in Land for the Purposes of the Transport Administration Act 1988**

Transport for NSW by its delegate declares, with the approval of His Excellency the Governor, that the easement described in Schedule 1 below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

IVAN GLAVINIC  
Deputy Program Director – Sydney Metro

**SCHEDULE 1**

An easement for crane access on the terms set out in Schedule 2, and over that part of that piece or parcel of land situated at Crows Nest, in the Local Government Area of North Sydney, Parish of Willoughby and County of Cumberland being that part of Lot 1 in Deposited Plan 901161 and Lot 2 in Deposited Plan 901161 shown marked "(Y)" on Sheet 2 of Drawing No. NWRLSRT-RPS-SPS-SR-DWG-000019, a copy of which is set out in Schedule 3.

**SCHEDULE 2**

**Terms of easement for crane access**

**1. EASEMENT FOR CRANE ACCESS**

**1.1 Easement summary**

This Easement provides the Authority Benefited with a right to have cranes operate and encroach on the Easement Site at all times until the expiry of the Easement pursuant to clause 1.3.

**1.2 Terms of the Easement**

- (a) The Owner of the Lot Burdened grants to the Authority Benefited full, free and unimpeded right for the Authority Benefited to:
  - (i) enter on, pass and repass over and encroach on the Easement Site at all times with or without Equipment for the Permitted Purpose until expiry of this Easement under clause 1.3; and
  - (ii) do anything reasonably necessary for that purpose including:
    - (A) entering the Easement Site; and

- (B) taking anything on to the Easement Site.
- (b) In exercising its rights under this Easement, the Authority Benefited must:
  - (i) prior to any encroachment on the Easement Site, provide the Owner of the Lot Burdened with the details of the type of crane, extent of encroachment, frequency of encroachment and estimated duration of the encroachment;
  - (ii) ensure that the crane is maintained in good repair and safe condition;
  - (iii) make good any damage to the Easement Site, Lot Burdened and Building to the extent caused by the Authority Benefited;
  - (iv) carry out all activities so as to cause as little inconvenience as is reasonably practicable to the Owner of the Lot Burdened or any Occupier;
  - (v) take all necessary steps to minimise any adverse interference caused by the Authority Benefited to the Owner of the Lot Burdened or any Occupier; and
  - (vi) comply with all relevant laws relating to the exercise of those rights.
- (c) Any Existing Building Structures and services on or in the Easement Site must not be removed or damaged by the Authority Benefited or its Authorised Users and must be protected by the Authority Benefited and its Authorised Users from damage caused by the exercise of any rights pursuant to the Easement.

### 1.3 Expiry of the Easement

- (a) As soon as practicable after the date on which the Authority Benefited no longer requires the rights under this Easement, the Authority Benefited must notify the Owner of the Lot Burdened in writing.
- (b) This Easement will expire on the earlier to occur of:
  - (i) 28 February 2021; and
  - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under paragraph (a).
- (c) If this Easement has expired under paragraph (b), the Owner of the Lot Burdened and the Authority Benefited must take all reasonable steps to remove this Easement from the title of the Lot Burdened as soon as practicable, including preparing and executing all necessary documents and producing the relevant certificates of title at Land and Property Information NSW.

### 1.4 Incorporation of definitions and interpretation clauses

The provisions of clause 2 apply to this Easement to the extent relevant.

**The name of the persons empowered to release, vary or modify this Easement:**

The Authority Benefited.

**2. GENERAL**

**2.1 Exercise of the benefit of the Easement**

The Authority Benefited may, in its discretion, permit any of its Authorised Users to exercise its rights and perform its obligations under this Easement from time to time.

**2.2 Conditions**

Each of the Conditions constitute and are covenants and agreements by and between the Authority Benefited and the Owner of the Lot Burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements must pass with the benefit and burden of the Easement.

**2.3 Definitions**

**Acquisition Notice** means the acquisition notice effecting the acquisition of this Easement published in the Government Gazette.

**Authorised Users** means the agents, employees, contractors (and each of their subcontractors at any level) and consultants of the Authority Benefited and any other person authorised by the Authority Benefited to exercise the rights and perform the obligations of an Authorised User under this Easement.

**Authority Benefited** means Transport for NSW (ABN 18 804 239 602), a New South Wales Government agency constituted by section 3C of the *Transport Administration Act 1988* (NSW).

**Building** means the building and other structures (or any part of the building or other structures) on the Lot Burdened from time to time.

**Conditions** means the conditions contained in this Easement, excluding the section entitled "Easement summary" and including the general provisions set out in this clause 2.

**Easement** means the easement in this instrument and includes the Conditions in relation to that easement.

**Easement Site** means the easement site described in Schedule 1 of the Acquisition Notice.

**Equipment** means all necessary tools, implements, materials, machinery and vehicles.

**Existing Building Structures** means any improvements located within the Easement Site at the commencement of the Easement.

**Government Gazette** means the official journal published by the NSW Government containing proclamations and notifications, including land acquisition notices.

**Lot Burdened** means the Lot set out in Schedule 1 of the Acquisition Notice.

**Occupier** means any person who is legally entitled and authorised to occupy any part of Lot Burdened from time to time.

**Owner of the Lot Burdened** means every person who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened and any Owners Corporation in relation to the Lot Burdened.

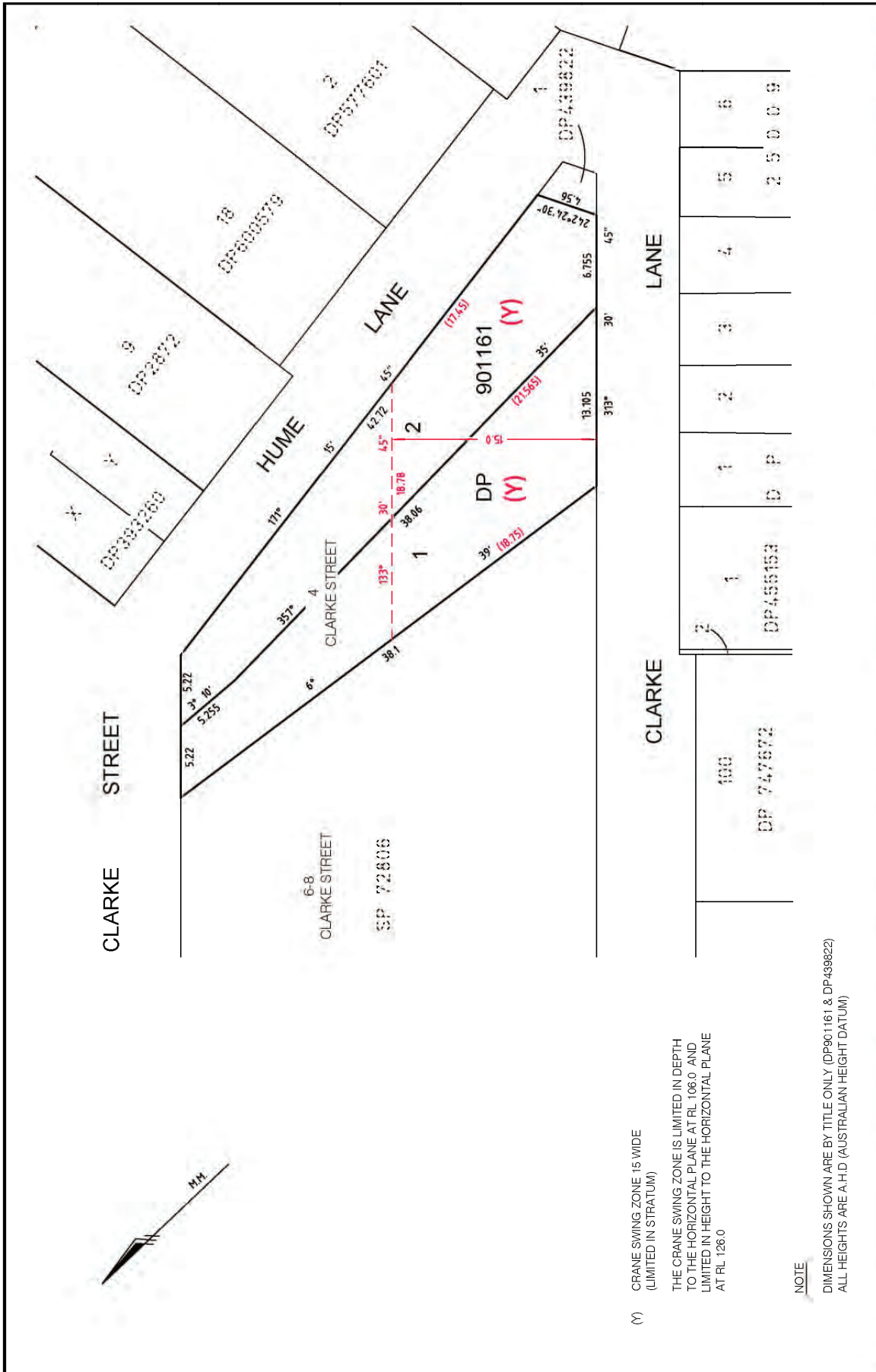
**Owners Corporation** means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW) or community association constituted under the *Community Land Development Act 1989* (NSW) and any similar body corporate serving the same functions and purposes as an owners corporation or a community association.

**Permitted Purpose** means:

- (i) setting up, dismantling and removing a crane;
- (ii) slewing, suspending and swinging a crane and otherwise operating a crane; and
- (iii) having a crane overhang in the Easement Site.

**Project** means the design, construction (including any demolition required to enable construction to proceed or as a necessary part of any construction), operation and maintenance of the Sydney Metro City & Southwest project on land adjoining or in the vicinity of the Lot Burdened.

**SCHEDULE 3**



(Y) CRANE SWING ZONE IS WIDE (LIMITED IN STRATUM)  
 THE CRANE SWING ZONE IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 106.0 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL 126.0

NOTE  
 DIMENSIONS SHOWN ARE BY TITLE ONLY (DP901161 & DP439822)  
 ALL HEIGHTS ARE A.H.D. (AUSTRALIAN HEIGHT DATUM)

Plan Showing Crane Swing Zones affecting part of Lots 1 and 2 in DP 901161, 4 Clarke Street, Crows Nest

THIS IS A COLOURED PLAN. REPRODUCTION IN COLOUR ONLY.

PR124856 - SR161\_Adjoining Owners to ACAD 6-8-10-12-20-22-28 Clarke Street RA and Ormrod Clarke Street WILSRTPS-CN-SR-DWG-000016.dwg

PR124856 A  
 SHEET 2 OF 2

Scale bar: 1:250  
 AHD: 1.250, 2.5, 5, 10, 15  
 NAD: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

City of Sydney logo: Mirens city's southwest

Project information:  
 PROJECT: PR124856  
 DATE OF PLAN: 06/10/2017  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]

RPS logo: creative people making a difference

File path: P:\PR124856 - SR161\_Adjoining Owners to ACAD 6-8-10-12-20-22-28 Clarke Street RA and Ormrod Clarke Street WILSRTPS-CN-SR-DWG-000016.dwg

Printed: 06/10/2017 3:33 PM

(Transport for NSW Document Number: SM17/0005411)



**TRANSPORT ADMINISTRATION ACT 1988**

**LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991**

**Notice of Compulsory Acquisition of Interest in Land for the Purposes of the Transport Administration Act 1988**

Transport for NSW by its delegate declares, with the approval of His Excellency the Governor, that the easement described in Schedule 1 below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

IVAN GLAVINIC  
Deputy Program Director – Sydney Metro

**SCHEDULE 1**

An easement for crane access on the terms set out in Schedule 2, and over that part of that piece or parcel of land situated at Crows Nest, in the Local Government Area of North Sydney, Parish of Willoughby and County of Cumberland being that part of the Common Property in Strata Plan 72806 shown marked "(Y)" on Sheet 2 of Drawing No. NWRLSRT-RPS-SPS-SR-DWG-000020, a copy of which is set out in Schedule 3.

**SCHEDULE 2**

**Terms of easement for crane access**

**1. EASEMENT FOR CRANE ACCESS**

**1.1 Easement summary**

This Easement provides the Authority Benefited with a right to have cranes operate and encroach on the Easement Site at all times until the expiry of the Easement pursuant to clause 1.3.

**1.2 Terms of the Easement**

- (a) The Owner of the Lot Burdened grants to the Authority Benefited full, free and unimpeded right for the Authority Benefited to:
  - (i) enter on, pass and repass over and encroach on the Easement Site at all times with or without Equipment for the Permitted Purpose until expiry of this Easement under clause 1.3; and
  - (ii) do anything reasonably necessary for that purpose including:
    - (A) entering the Easement Site; and

- (B) taking anything on to the Easement Site.
- (b) In exercising its rights under this Easement, the Authority Benefited must:
  - (i) prior to any encroachment on the Easement Site, provide the Owner of the Lot Burdened with the details of the type of crane, extent of encroachment, frequency of encroachment and estimated duration of the encroachment;
  - (ii) ensure that the crane is maintained in good repair and safe condition;
  - (iii) make good any damage to the Easement Site, Lot Burdened and Building to the extent caused by the Authority Benefited;
  - (iv) carry out all activities so as to cause as little inconvenience as is reasonably practicable to the Owner of the Lot Burdened or any Occupier;
  - (v) take all necessary steps to minimise any adverse interference caused by the Authority Benefited to the Owner of the Lot Burdened or any Occupier; and
  - (vi) comply with all relevant laws relating to the exercise of those rights.
- (c) Any Existing Building Structures and services on or in the Easement Site must not be removed or damaged by the Authority Benefited or its Authorised Users and must be protected by the Authority Benefited and its Authorised Users from damage caused by the exercise of any rights pursuant to the Easement.

### 1.3 Expiry of the Easement

- (a) As soon as practicable after the date on which the Authority Benefited no longer requires the rights under this Easement, the Authority Benefited must notify the Owner of the Lot Burdened in writing.
- (b) This Easement will expire on the earlier to occur of:
  - (i) 28 February 2021; and
  - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under paragraph (a).
- (c) If this Easement has expired under paragraph (b), the Owner of the Lot Burdened and the Authority Benefited must take all reasonable steps to remove this Easement from the title of the Lot Burdened as soon as practicable, including preparing and executing all necessary documents and producing the relevant certificates of title at Land and Property Information NSW.

### 1.4 Incorporation of definitions and interpretation clauses

The provisions of clause 2 apply to this Easement to the extent relevant.

**The name of the persons empowered to release, vary or modify this Easement:**

The Authority Benefited.

**2. GENERAL**

**2.1 Exercise of the benefit of the Easement**

The Authority Benefited may, in its discretion, permit any of its Authorised Users to exercise its rights and perform its obligations under this Easement from time to time.

**2.2 Conditions**

Each of the Conditions constitute and are covenants and agreements by and between the Authority Benefited and the Owner of the Lot Burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements must pass with the benefit and burden of the Easement.

**2.3 Definitions**

**Acquisition Notice** means the acquisition notice effecting the acquisition of this Easement published in the Government Gazette.

**Authorised Users** means the agents, employees, contractors (and each of their subcontractors at any level) and consultants of the Authority Benefited and any other person authorised by the Authority Benefited to exercise the rights and perform the obligations of an Authorised User under this Easement.

**Authority Benefited** means Transport for NSW (ABN 18 804 239 602), a New South Wales Government agency constituted by section 3C of the *Transport Administration Act 1988* (NSW).

**Building** means the building and other structures (or any part of the building or other structures) on the Lot Burdened from time to time.

**Conditions** means the conditions contained in this Easement, excluding the section entitled "Easement summary" and including the general provisions set out in this clause 2.

**Easement** means the easement in this instrument and includes the Conditions in relation to that easement.

**Easement Site** means the easement site described in Schedule 1 of the Acquisition Notice.

**Equipment** means all necessary tools, implements, materials, machinery and vehicles.

**Existing Building Structures** means any improvements located within the Easement Site at the commencement of the Easement.

**Government Gazette** means the official journal published by the NSW Government containing proclamations and notifications, including land acquisition notices.

**Lot Burdened** means the Lot set out in Schedule 1 of the Acquisition Notice.

**Occupier** means any person who is legally entitled and authorised to occupy any part of Lot Burdened from time to time.

**Owner of the Lot Burdened** means every person who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened and any Owners Corporation in relation to the Lot Burdened.

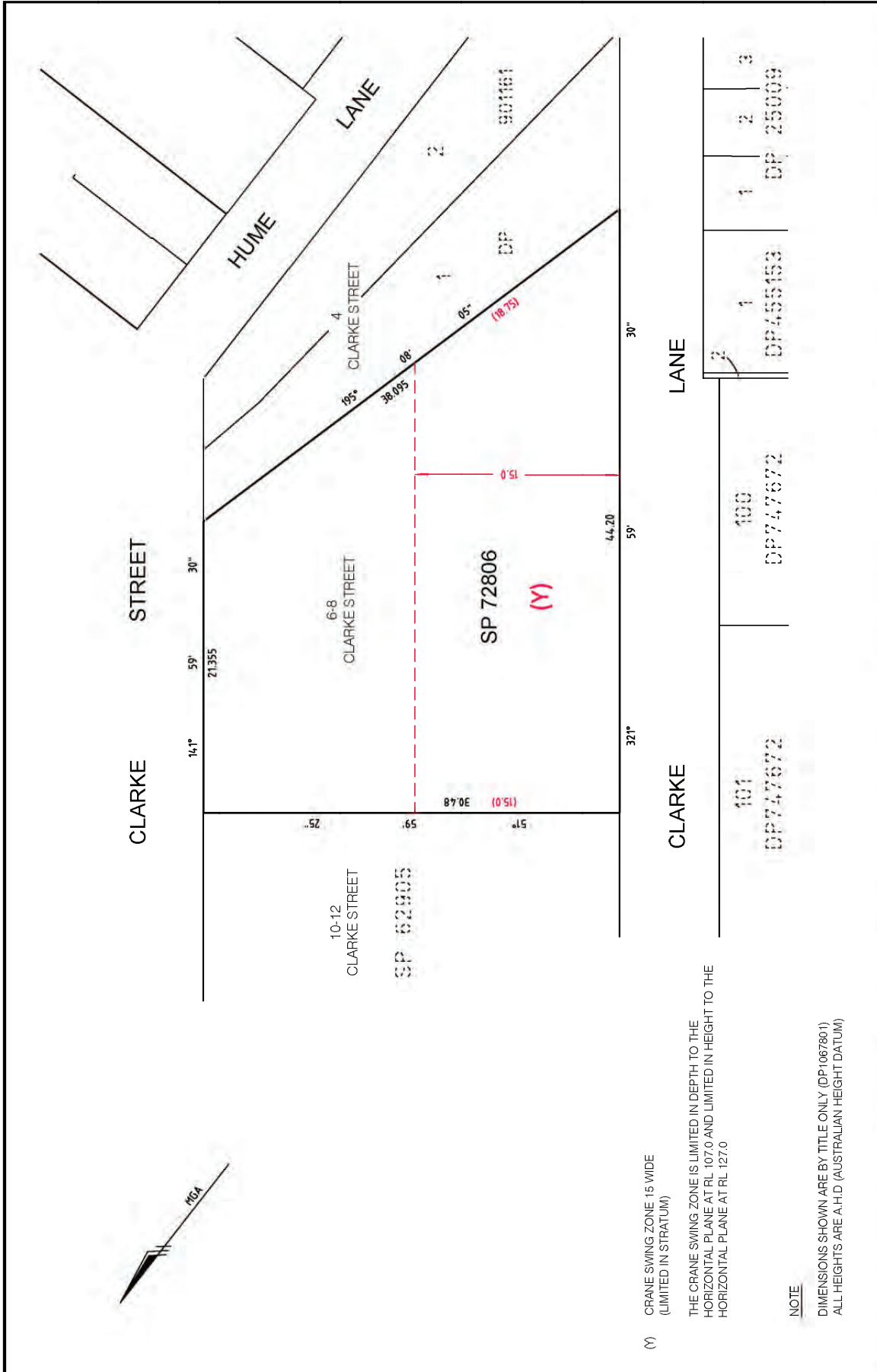
**Owners Corporation** means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW) or community association constituted under the *Community Land Development Act 1989* (NSW) and any similar body corporate serving the same functions and purposes as an owners corporation or a community association.

**Permitted Purpose** means:

- (i) setting up, dismantling and removing a crane;
- (ii) slewing, suspending and swinging a crane and otherwise operating a crane; and
- (iii) having a crane overhang in the Easement Site.

**Project** means the design, construction (including any demolition required to enable construction to proceed or as a necessary part of any construction), operation and maintenance of the Sydney Metro City & Southwest project on land adjoining or in the vicinity of the Lot Burdened.

**SCHEDULE 3**



(Y) CRANE SWING ZONE IS WIDE (LIMITED IN STRATUM)

THE CRANE SWING ZONE IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 107.0 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL 127.0

**NOTE**

DIMENSIONS SHOWN ARE BY TITLE ONLY (DP1067801)  
ALL HEIGHTS ARE A.H.D (AUSTRALIAN HEIGHT DATUM)

**PLAN SHOWING CRANE SWING ZONES AFFECTING PART OF COMMON PROPERTY OF SP72806, 6-8 CLARKE STREET, CROWS NEST**

**PROJ: 11201703**    **DATE OF PLAN: 08/10/2017**    **SCALE: 1:250**    **DATE OF ISSUE: 08/10/2017**    **PROJECT: 11201703**    **PLAN: PR124856 A**

**CLIENT: MTR**    **DESIGNER: CIVIL ENGINEERS SOUTH WEST**    **CHECKED: [Signature]**    **DATE: 08/10/2017**    **APPROVED: [Signature]**    **DATE: 08/10/2017**    **PAGE: 2 OF 2**    **SHEET: 1 A3**

**PROJ: 11201703**    **DATE OF PLAN: 08/10/2017**    **SCALE: 1:250**    **DATE OF ISSUE: 08/10/2017**    **PROJECT: 11201703**    **PLAN: PR124856 A**

**CLIENT: MTR**    **DESIGNER: CIVIL ENGINEERS SOUTH WEST**    **CHECKED: [Signature]**    **DATE: 08/10/2017**    **APPROVED: [Signature]**    **DATE: 08/10/2017**    **PAGE: 2 OF 2**    **SHEET: 1 A3**

**PROJ: 11201703**    **DATE OF PLAN: 08/10/2017**    **SCALE: 1:250**    **DATE OF ISSUE: 08/10/2017**    **PROJECT: 11201703**    **PLAN: PR124856 A**

**CLIENT: MTR**    **DESIGNER: CIVIL ENGINEERS SOUTH WEST**    **CHECKED: [Signature]**    **DATE: 08/10/2017**    **APPROVED: [Signature]**    **DATE: 08/10/2017**    **PAGE: 2 OF 2**    **SHEET: 1 A3**

**PROJ: 11201703**    **DATE OF PLAN: 08/10/2017**    **SCALE: 1:250**    **DATE OF ISSUE: 08/10/2017**    **PROJECT: 11201703**    **PLAN: PR124856 A**

**CLIENT: MTR**    **DESIGNER: CIVIL ENGINEERS SOUTH WEST**    **CHECKED: [Signature]**    **DATE: 08/10/2017**    **APPROVED: [Signature]**    **DATE: 08/10/2017**    **PAGE: 2 OF 2**    **SHEET: 1 A3**

**PROJ: 11201703**    **DATE OF PLAN: 08/10/2017**    **SCALE: 1:250**    **DATE OF ISSUE: 08/10/2017**    **PROJECT: 11201703**    **PLAN: PR124856 A**

**CLIENT: MTR**    **DESIGNER: CIVIL ENGINEERS SOUTH WEST**    **CHECKED: [Signature]**    **DATE: 08/10/2017**    **APPROVED: [Signature]**    **DATE: 08/10/2017**    **PAGE: 2 OF 2**    **SHEET: 1 A3**

**PROJ: 11201703**    **DATE OF PLAN: 08/10/2017**    **SCALE: 1:250**    **DATE OF ISSUE: 08/10/2017**    **PROJECT: 11201703**    **PLAN: PR124856 A**

**CLIENT: MTR**    **DESIGNER: CIVIL ENGINEERS SOUTH WEST**    **CHECKED: [Signature]**    **DATE: 08/10/2017**    **APPROVED: [Signature]**    **DATE: 08/10/2017**    **PAGE: 2 OF 2**    **SHEET: 1 A3**

**PROJ: 11201703**    **DATE OF PLAN: 08/10/2017**    **SCALE: 1:250**    **DATE OF ISSUE: 08/10/2017**    **PROJECT: 11201703**    **PLAN: PR124856 A**

**CLIENT: MTR**    **DESIGNER: CIVIL ENGINEERS SOUTH WEST**    **CHECKED: [Signature]**    **DATE: 08/10/2017**    **APPROVED: [Signature]**    **DATE: 08/10/2017**    **PAGE: 2 OF 2**    **SHEET: 1 A3**

**PROJ: 11201703**    **DATE OF PLAN: 08/10/2017**    **SCALE: 1:250**    **DATE OF ISSUE: 08/10/2017**    **PROJECT: 11201703**    **PLAN: PR124856 A**

**CLIENT: MTR**    **DESIGNER: CIVIL ENGINEERS SOUTH WEST**    **CHECKED: [Signature]**    **DATE: 08/10/2017**    **APPROVED: [Signature]**    **DATE: 08/10/2017**    **PAGE: 2 OF 2**    **SHEET: 1 A3**

**PROJ: 11201703**    **DATE OF PLAN: 08/10/2017**    **SCALE: 1:250**    **DATE OF ISSUE: 08/10/2017**    **PROJECT: 11201703**    **PLAN: PR124856 A**

**CLIENT: MTR**    **DESIGNER: CIVIL ENGINEERS SOUTH WEST**    **CHECKED: [Signature]**    **DATE: 08/10/2017**    **APPROVED: [Signature]**    **DATE: 08/10/2017**    **PAGE: 2 OF 2**    **SHEET: 1 A3**

**PROJ: 11201703**    **DATE OF PLAN: 08/10/2017**    **SCALE: 1:250**    **DATE OF ISSUE: 08/10/2017**    **PROJECT: 11201703**    **PLAN: PR124856 A**

**CLIENT: MTR**    **DESIGNER: CIVIL ENGINEERS SOUTH WEST**    **CHECKED: [Signature]**    **DATE: 08/10/2017**    **APPROVED: [Signature]**    **DATE: 08/10/2017**    **PAGE: 2 OF 2**    **SHEET: 1 A3**

P:PR124856 - SR781 - Adjoining Owners 05\_LCAD04 6-8 10-12 20-22-26 Clarke Street RA and Connors 6-8 Clarke Street NWRLSR-RPS-3 ON-SR-DWG-000020-A-6-8 Clarke St.dwg 05.10.2017 3:35 PM

**RPS** creative people making a difference

(Transport for NSW Document Number: SM17/0005411)

**TRANSPORT ADMINISTRATION ACT 1988**

**LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991**

**Notice of Compulsory Acquisition of Interest in Land for the Purposes of the Transport Administration Act 1988**

Transport for NSW by its delegate declares, with the approval of His Excellency the Governor, that the easement described in Schedule 1 below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

IVAN GLAVINIC  
Deputy Program Director – Sydney Metro

**SCHEDULE 1**

An easement for crane access on the terms set out in Schedule 2, and over that part of that piece or parcel of land situated at Crows Nest, in the Local Government Area of North Sydney, Parish of Willoughby and County of Cumberland being that part of the Common Property in Strata Plan 62905, shown marked "(Y)" on Sheet 2 of Drawing No. NWRLSRT-RPS-SPS-SR-DWG-000021, a copy of which is set out in Schedule 3.

**SCHEDULE 2**

**Terms of easement for crane access**

**1. EASEMENT FOR CRANE ACCESS**

**1.1 Easement summary**

This Easement provides the Authority Benefited with a right to have cranes operate and encroach on the Easement Site at all times until the expiry of the Easement pursuant to clause 1.3.

**1.2 Terms of the Easement**

- (a) The Owner of the Lot Burdened grants to the Authority Benefited full, free and unimpeded right for the Authority Benefited to:
  - (i) enter on, pass and repass over and encroach on the Easement Site at all times with or without Equipment for the Permitted Purpose until expiry of this Easement under clause 1.3; and
  - (ii) do anything reasonably necessary for that purpose including:
    - (A) entering the Easement Site; and



- (B) taking anything on to the Easement Site.
- (b) In exercising its rights under this Easement, the Authority Benefited must:
  - (i) prior to any encroachment on the Easement Site, provide the Owner of the Lot Burdened with the details of the type of crane, extent of encroachment, frequency of encroachment and estimated duration of the encroachment;
  - (ii) ensure that the crane is maintained in good repair and safe condition;
  - (iii) make good any damage to the Easement Site, Lot Burdened and Building to the extent caused by the Authority Benefited;
  - (iv) carry out all activities so as to cause as little inconvenience as is reasonably practicable to the Owner of the Lot Burdened or any Occupier;
  - (v) take all necessary steps to minimise any adverse interference caused by the Authority Benefited to the Owner of the Lot Burdened or any Occupier; and
  - (vi) comply with all relevant laws relating to the exercise of those rights.
- (c) Any Existing Building Structures and services on or in the Easement Site must not be removed or damaged by the Authority Benefited or its Authorised Users and must be protected by the Authority Benefited and its Authorised Users from damage caused by the exercise of any rights pursuant to the Easement.

### 1.3 Expiry of the Easement

- (a) As soon as practicable after the date on which the Authority Benefited no longer requires the rights under this Easement, the Authority Benefited must notify the Owner of the Lot Burdened in writing.
- (b) This Easement will expire on the earlier to occur of:
  - (i) 28 February 2021; and
  - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under paragraph (a).
- (c) If this Easement has expired under paragraph (b), the Owner of the Lot Burdened and the Authority Benefited must take all reasonable steps to remove this Easement from the title of the Lot Burdened as soon as practicable, including preparing and executing all necessary documents and producing the relevant certificates of title at Land and Property Information NSW.

### 1.4 Incorporation of definitions and interpretation clauses

The provisions of clause 2 apply to this Easement to the extent relevant.

**The name of the persons empowered to release, vary or modify this Easement:**

The Authority Benefited.

**2. GENERAL**

**2.1 Exercise of the benefit of the Easement**

The Authority Benefited may, in its discretion, permit any of its Authorised Users to exercise its rights and perform its obligations under this Easement from time to time.

**2.2 Conditions**

Each of the Conditions constitute and are covenants and agreements by and between the Authority Benefited and the Owner of the Lot Burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements must pass with the benefit and burden of the Easement.

**2.3 Definitions**

**Acquisition Notice** means the acquisition notice effecting the acquisition of this Easement published in the Government Gazette.

**Authorised Users** means the agents, employees, contractors (and each of their subcontractors at any level) and consultants of the Authority Benefited and any other person authorised by the Authority Benefited to exercise the rights and perform the obligations of an Authorised User under this Easement.

**Authority Benefited** means Transport for NSW (ABN 18 804 239 602), a New South Wales Government agency constituted by section 3C of the *Transport Administration Act 1988* (NSW).

**Building** means the building and other structures (or any part of the building or other structures) on the Lot Burdened from time to time.

**Conditions** means the conditions contained in this Easement, excluding the section entitled "Easement summary" and including the general provisions set out in this clause 2.

**Easement** means the easement in this instrument and includes the Conditions in relation to that easement.

**Easement Site** means the easement site described in Schedule 1 of the Acquisition Notice.

**Equipment** means all necessary tools, implements, materials, machinery and vehicles.

**Existing Building Structures** means any improvements located within the Easement Site at the commencement of the Easement.

**Government Gazette** means the official journal published by the NSW Government containing proclamations and notifications, including land acquisition notices.

**Lot Burdened** means the Lot set out in Schedule 1 of the Acquisition Notice.

**Occupier** means any person who is legally entitled and authorised to occupy any part of Lot Burdened from time to time.

**Owner of the Lot Burdened** means every person who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened and any Owners Corporation in relation to the Lot Burdened.

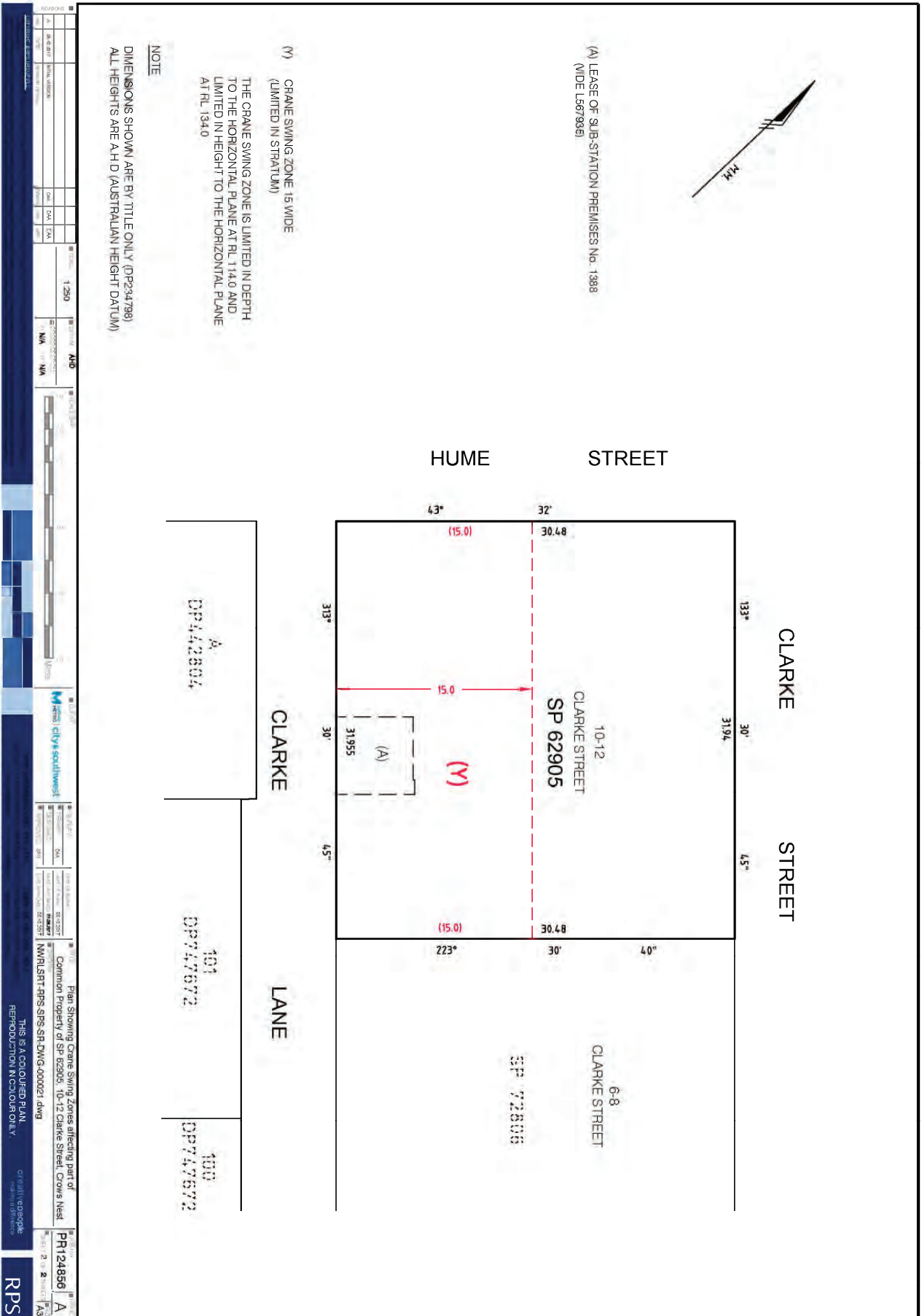
**Owners Corporation** means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW) or community association constituted under the *Community Land Development Act 1989* (NSW) and any similar body corporate serving the same functions and purposes as an owners corporation or a community association.

**Permitted Purpose** means:

- (i) setting up, dismantling and removing a crane;
- (ii) slewing, suspending and swinging a crane and otherwise operating a crane; and
- (iii) having a crane overhang in the Easement Site.

**Project** means the design, construction (including any demolition required to enable construction to proceed or as a necessary part of any construction), operation and maintenance of the Sydney Metro City & Southwest project on land adjoining or in the vicinity of the Lot Burdened.

**SCHEDULE 3**



(Transport for NSW Document Number: SM17/0005411)

**TRANSPORT ADMINISTRATION ACT 1988**

**LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991**

**Notice of Compulsory Acquisition of Interest in Land for the Purposes of the Transport Administration Act 1988**

Transport for NSW by its delegate declares, with the approval of His Excellency the Governor, that the easement described in Schedule 1 below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

IVAN GLAVINIC  
Deputy Program Director – Sydney Metro

**SCHEDULE 1**

An easement for crane access on the terms set out in Schedule 2, and over that part of that piece or parcel of land situated at Crows Nest, in the Local Government Area of North Sydney, Parish of Willoughby and County of Cumberland being that part of the Common Property in Strata Plan 80874 shown marked "(Z)" on Sheet 2 of Drawing No. NWRLSRT-RPS-SPS-SR-DWG-000023, a copy of which is set out in Schedule 3, **but excluding from the acquisition:**

- DP1104783 – Public right of access 1.22 metres wide limited in depth affecting the part of the land shown so burdened in Strata Plan 80874.
- DP1104783 – Easement for services 1.22 metres wide limited in depth affecting the part of the land shown so burdened in Strata Plan 80874.

**SCHEDULE 2**

**Terms of easement for crane access**

**1. EASEMENT FOR CRANE ACCESS**

**1.1 Easement summary**

This Easement provides the Authority Benefited with a right to have cranes operate and encroach on the Easement Site at all times until the expiry of the Easement pursuant to clause 1.3.

**1.2 Terms of the Easement**

- (a) The Owner of the Lot Burdened grants to the Authority Benefited full, free and unimpeded right for the Authority Benefited to:

- (i) enter on, pass and repass over and encroach on the Easement Site at all times with or without Equipment for the Permitted Purpose until expiry of this Easement under clause 1.3; and
- (ii) do anything reasonably necessary for that purpose including:
  - (A) entering the Easement Site; and
  - (B) taking anything on to the Easement Site.
- (b) In exercising its rights under this Easement, the Authority Benefited must:
  - (i) prior to any encroachment on the Easement Site, provide the Owner of the Lot Burdened with the details of the type of crane, extent of encroachment, frequency of encroachment and estimated duration of the encroachment;
  - (ii) ensure that the crane is maintained in good repair and safe condition;
  - (iii) make good any damage to the Easement Site, Lot Burdened and Building to the extent caused by the Authority Benefited;
  - (iv) carry out all activities so as to cause as little inconvenience as is reasonably practicable to the Owner of the Lot Burdened or any Occupier;
  - (v) take all necessary steps to minimise any adverse interference caused by the Authority Benefited to the Owner of the Lot Burdened or any Occupier; and
  - (vi) comply with all relevant laws relating to the exercise of those rights.
- (c) Any Existing Building Structures and services on or in the Easement Site must not be removed or damaged by the Authority Benefited or its Authorised Users and must be protected by the Authority Benefited and its Authorised Users from damage caused by the exercise of any rights pursuant to the Easement.

### 1.3 Expiry of the Easement

- (a) As soon as practicable after the date on which the Authority Benefited no longer requires the rights under this Easement, the Authority Benefited must notify the Owner of the Lot Burdened in writing.
- (b) This Easement will expire on the earlier to occur of:
  - (i) 28 February 2021; and
  - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under paragraph (a).
- (c) If this Easement has expired under paragraph (b), the Owner of the Lot Burdened and the Authority Benefited must take all reasonable steps to



remove this Easement from the title of the Lot Burdened as soon as practicable, including preparing and executing all necessary documents and producing the relevant certificates of title at Land and Property Information NSW.

**1.4 Incorporation of definitions and interpretation clauses**

The provisions of clause 2 apply to this Easement to the extent relevant.

**The name of the persons empowered to release, vary or modify this Easement:**

The Authority Benefited.

**2. GENERAL**

**2.1 Exercise of the benefit of the Easement**

The Authority Benefited may, in its discretion, permit any of its Authorised Users to exercise its rights and perform its obligations under this Easement from time to time.

**2.2 Conditions**

Each of the Conditions constitute and are covenants and agreements by and between the Authority Benefited and the Owner of the Lot Burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements must pass with the benefit and burden of the Easement.

**2.3 Definitions**

**Acquisition Notice** means the acquisition notice effecting the acquisition of this Easement published in the Government Gazette.

**Authorised Users** means the agents, employees, contractors (and each of their subcontractors at any level) and consultants of the Authority Benefited and any other person authorised by the Authority Benefited to exercise the rights and perform the obligations of an Authorised User under this Easement.

**Authority Benefited** means Transport for NSW (ABN 18 804 239 602), a New South Wales Government agency constituted by section 3C of the *Transport Administration Act 1988* (NSW).

**Building** means the building and other structures (or any part of the building or other structures) on the Lot Burdened from time to time.

**Conditions** means the conditions contained in this Easement, excluding the section entitled "Easement summary" and including the general provisions set out in this clause 2.

**Easement** means the easement in this instrument and includes the Conditions in relation to that easement.

**Easement Site** means the easement site described in Schedule 1 of the Acquisition Notice.

**Equipment** means all necessary tools, implements, materials, machinery and vehicles.

**Existing Building Structures** means any improvements located within the Easement Site at the commencement of the Easement.

**Government Gazette** means the official journal published by the NSW Government containing proclamations and notifications, including land acquisition notices.

**Lot Burdened** means the Lot set out in Schedule 1 of the Acquisition Notice.

**Occupier** means any person who is legally entitled and authorised to occupy any part of Lot Burdened from time to time.

**Owner of the Lot Burdened** means every person who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened and any Owners Corporation in relation to the Lot Burdened.

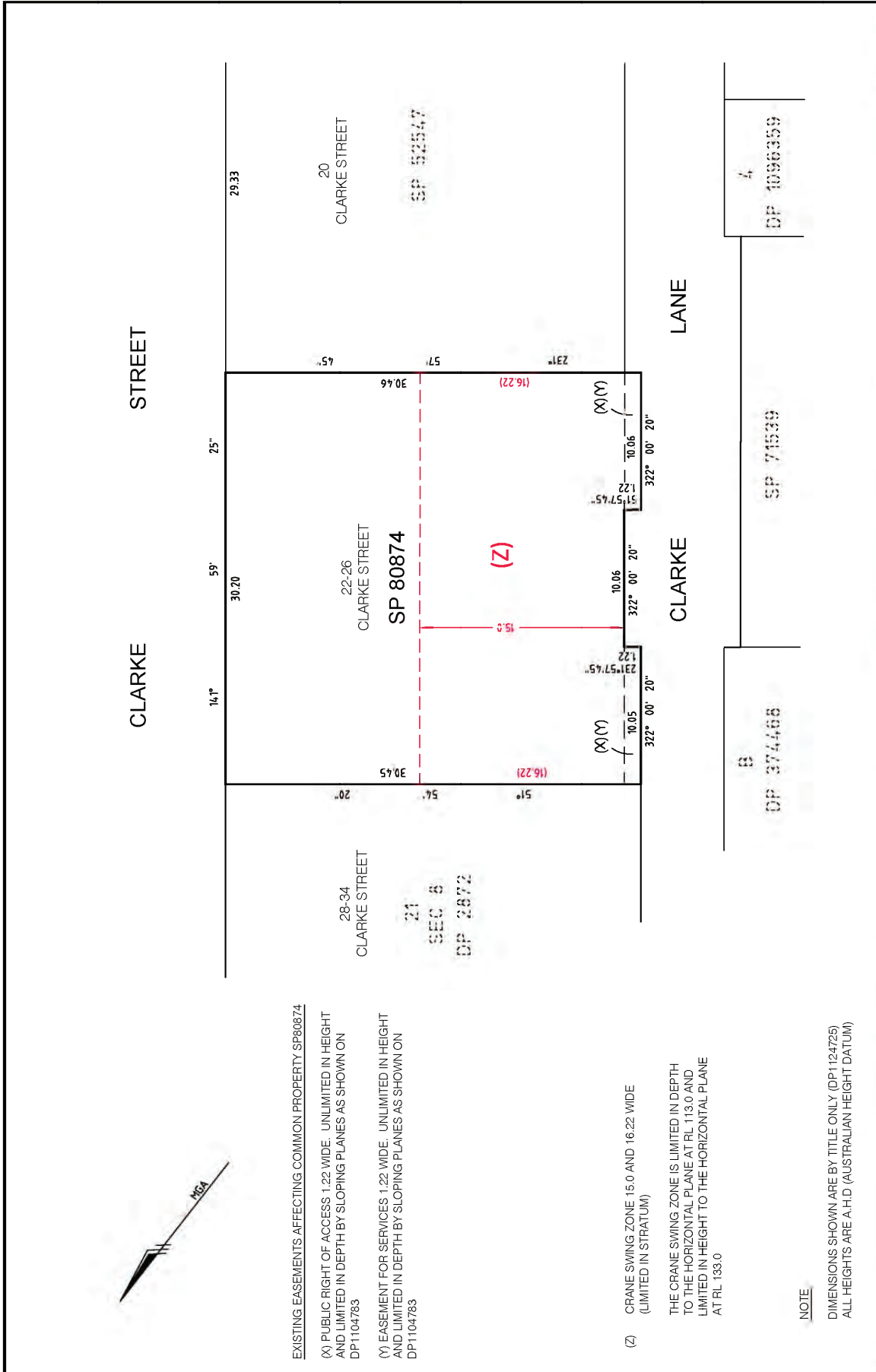
**Owners Corporation** means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW) or community association constituted under the *Community Land Development Act 1989* (NSW) and any similar body corporate serving the same functions and purposes as an owners corporation or a community association.

**Permitted Purpose** means:

- (i) setting up, dismantling and removing a crane;
- (ii) slewing, suspending and swinging a crane and otherwise operating a crane; and
- (iii) having a crane overhang in the Easement Site.

**Project** means the design, construction (including any demolition required to enable construction to proceed or as a necessary part of any construction), operation and maintenance of the Sydney Metro City & Southwest project on land adjoining or in the vicinity of the Lot Burdened.

**SCHEDULE 3**



EXISTING EASEMENTS AFFECTING COMMON PROPERTY SP80874

(X) PUBLIC RIGHT OF ACCESS 1.22 WIDE UNLIMITED IN HEIGHT AND LIMITED IN DEPTH BY SLOPING PLANES AS SHOWN ON DP1104783

(Y) EASEMENT FOR SERVICES 1.22 WIDE UNLIMITED IN HEIGHT AND LIMITED IN DEPTH BY SLOPING PLANES AS SHOWN ON DP1104783

(Z) CRANE SWING ZONE 15.0 AND 16.22 WIDE (LIMITED IN STRUTUM)

THE CRANE SWING ZONE IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 113.0 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL 133.0

NOTE

DIMENSIONS SHOWN ARE BY TITLE ONLY (DP1124725)  
ALL HEIGHTS ARE A.H.D (AUSTRALIAN HEIGHT DATUM)

|                                 |  |                            |  |   |  |                         |  |
|---------------------------------|--|----------------------------|--|---|--|-------------------------|--|
| DATE OF PLAN: 08/10/2017        |  | DATE OF SURVEY: 08/10/2017 |  | DRAWN BY: [Redacted]  |  | CHECKED BY: [Redacted]  |  |
| APPROVED BY: [Redacted]         |  | APPROVED BY: [Redacted]    |  | APPROVED BY: [Redacted]   |  | APPROVED BY: [Redacted] |  |
| <b>Melburn city's southwest</b> |  |                            |  | Plan Showing Crane Swing Zones affecting part of Common Property of SP 80874, 22-26 Clarke Street, Crows Nest |  |                         |  |
| INSTRUMENT NO: 010392           |  |                            |  | INSTRUMENT NO: 010392   |  |                         |  |
| SCALE BAR: 1:250                |  |                            |  | SCALE BAR: 1:250  |  |                         |  |
| AHD                             |  | AHD                        |  | AHD   |  | AHD                     |  |
| NA                              |  | NA                         |  | NA  |  | NA                      |  |
| MA                              |  | MA                         |  | MA  |  | MA                      |  |
| MA                              |  | MA                         |  | MA  |  | MA                      |  |

PR124856 / A  
SHEET 2 OF 2

Plan Showing Crane Swing Zones affecting part of Common Property of SP 80874, 22-26 Clarke Street, Crows Nest

INSTRUMENT NO: 010392

INSTRUMENT NO: 010392

SCALE BAR: 1:250

AHD

AHD

AHD

AHD

(Transport for NSW Document Number: SM17/0005411)

**TRANSPORT ADMINISTRATION ACT 1988**

**LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991**

**Notice of Compulsory Acquisition of Interest in Land for the Purposes of the Transport Administration Act 1988**

Transport for NSW by its delegate declares, with the approval of His Excellency the Governor, that the easement described in Schedule 1 below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

IVAN GLAVINIC  
Deputy Program Director - Sydney Metro

**SCHEDULE 1**

An easement for crane access on the terms set out in Schedule 2, and over that part of that piece or parcel of land situated at Waterloo, in the Local Government Area of Sydney, Parish of Alexandria and County of Cumberland, being that part of Lot 30 in Deposited Plan 668991 which is shown marked "(T)" on Sheet 3 of Drawing No. NWRLSRT-RPS-SWS-SR-DWG-000010, a copy of which is set out in Schedule 3.

**SCHEDULE 2**

**Terms of easement for crane access**

**1. EASEMENT FOR CRANE ACCESS**

**1.1 Easement summary**

This Easement provides the Authority Benefited with a right to have cranes operate and encroach on the Easement Site at all times until the expiry of the Easement pursuant to clause 1.3.

**1.2 Terms of the Easement**

- (a) The Owner of the Lot Burdened grants to the Authority Benefited full, free and unimpeded right for the Authority Benefited to:
  - (i) enter on, pass and repass over and encroach on the Easement Site at all times with or without Equipment for the Permitted Purpose until expiry of this Easement under clause 1.3; and
  - (ii) do anything reasonably necessary for that purpose including:
    - (A) entering the Easement Site; and

- (B) taking anything on to the Easement Site.
- (b) In exercising its rights under this Easement, the Authority Benefited must:
  - (i) prior to any encroachment on the Easement Site, provide the Owner of the Lot Burdened with the details of the type of crane, extent of encroachment, frequency of encroachment and estimated duration of the encroachment;
  - (ii) ensure that the crane is maintained in good repair and safe condition;
  - (iii) make good any damage to the Easement Site, Lot Burdened and Building to the extent caused by the Authority Benefited;
  - (iv) carry out all activities so as to cause as little inconvenience as is reasonably practicable to the Owner of the Lot Burdened or any Occupier;
  - (v) take all necessary steps to minimise any adverse interference caused by the Authority Benefited to the Owner of the Lot Burdened or any Occupier; and
  - (vi) comply with all relevant laws relating to the exercise of those rights.
- (c) Any Existing Building Structures and services on or in the Easement Site must not be removed or damaged by the Authority Benefited or its Authorised Users and must be protected by the Authority Benefited and its Authorised Users from damage caused by the exercise of any rights pursuant to the Easement.

### 1.3 Expiry of the Easement

- (a) As soon as practicable after the date on which the Authority Benefited no longer requires the rights under this Easement, the Authority Benefited must notify the Owner of the Lot Burdened in writing.
- (b) This Easement will expire on the earlier to occur of:
  - (i) 31 March 2021; and
  - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under paragraph (a).
- (c) If this Easement has expired under paragraph (b), the Owner of the Lot Burdened and the Authority Benefited must take all reasonable steps to remove this Easement from the title of the Lot Burdened as soon as practicable, including preparing and executing all necessary documents and producing the relevant certificates of title at Land and Property Information NSW.

### 1.4 Incorporation of definitions and interpretation clauses

The provisions of clause 2 apply to this Easement to the extent relevant.

**The name of the persons empowered to release, vary or modify this Easement:**

The Authority Benefited.

**2. GENERAL**

**2.1 Exercise of the benefit of the Easement**

The Authority Benefited may, in its discretion, permit any of its Authorised Users to exercise its rights and perform its obligations under this Easement from time to time.

**2.2 Conditions**

Each of the Conditions constitute and are covenants and agreements by and between the Authority Benefited and the Owner of the Lot Burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements must pass with the benefit and burden of the Easement.

**2.3 Definitions**

**Acquisition Notice** means the acquisition notice effecting the acquisition of this Easement published in the Government Gazette.

**Authorised Users** means the agents, employees, contractors (and each of their subcontractors at any level) and consultants of the Authority Benefited and any other person authorised by the Authority Benefited to exercise the rights and perform the obligations of an Authorised User under this Easement.

**Authority Benefited** means Transport for NSW (ABN 18 804 239 602), a New South Wales Government agency constituted by section 3C of the *Transport Administration Act 1988* (NSW).

**Building** means the building and other structures (or any part of the building or other structures) on the Lot Burdened from time to time.

**Conditions** means the conditions contained in this Easement, excluding the section entitled "Easement summary" and including the general provisions set out in this clause 2.

**Easement** means the easement in this instrument and includes the Conditions in relation to that easement.

**Easement Site** means the easement site described in Schedule 1 of the Acquisition Notice.

**Equipment** means all necessary tools, implements, materials, machinery and vehicles.



**Existing Building Structures** means any improvements located within the Easement Site at the commencement of the Easement.

**Government Gazette** means the official journal published by the NSW Government containing proclamations and notifications, including land acquisition notices.

**Lot Burdened** means the Lot set out in Schedule 1 of the Acquisition Notice.

**Occupier** means any person who is legally entitled and authorised to occupy any part of Lot Burdened from time to time.

**Owner of the Lot Burdened** means every person who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened and any Owners Corporation in relation to the Lot Burdened.

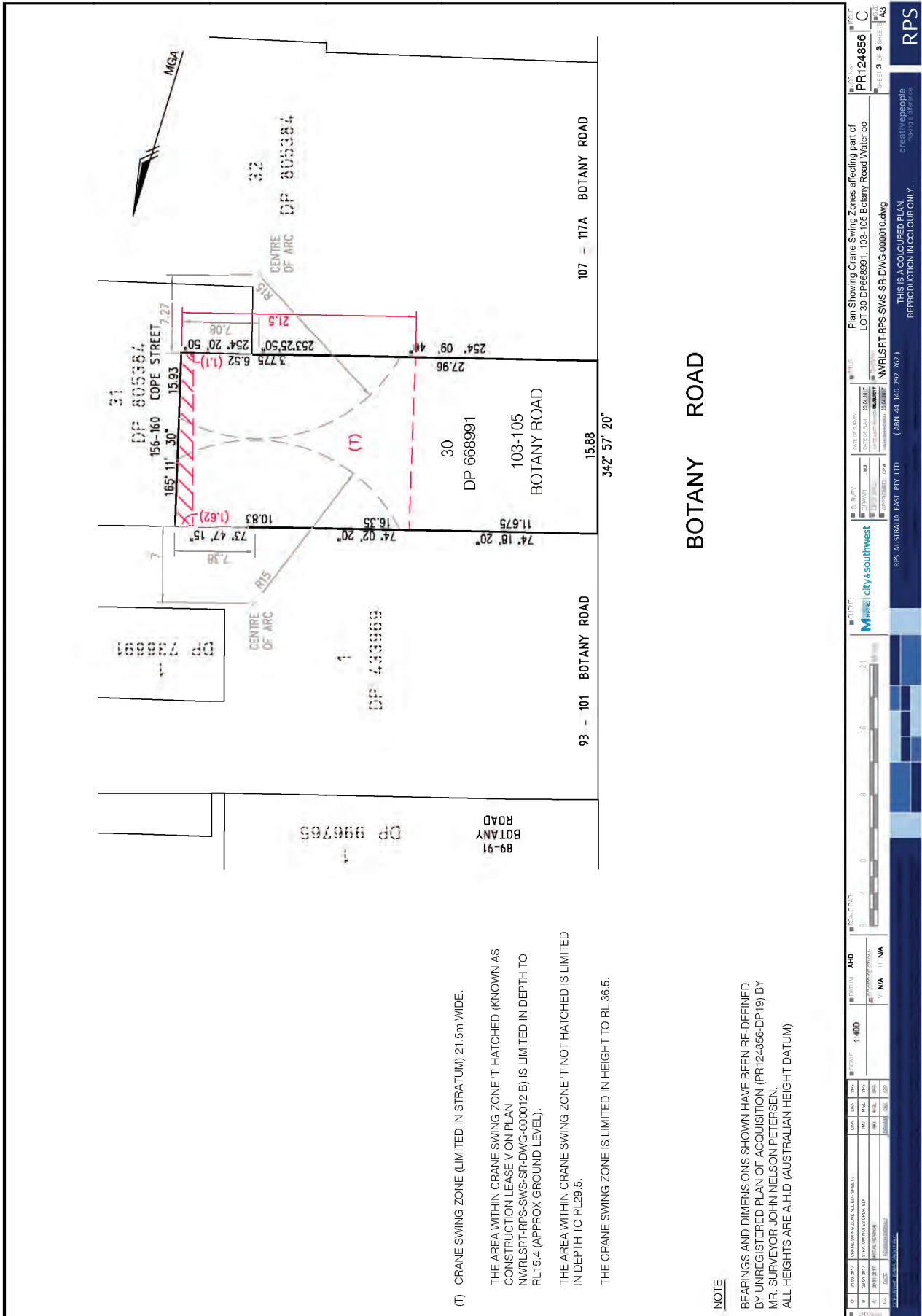
**Owners Corporation** means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW) or community association constituted under the *Community Land Development Act 1989* (NSW) and any similar body corporate serving the same functions and purposes as an owners corporation or a community association.

**Permitted Purpose** means:

- (i) setting up, dismantling and removing a crane;
- (ii) slewing, suspending and swinging a crane and otherwise operating a crane; and
- (iii) having a crane overhang in the Easement Site.

**Project** means the design, construction (including any demolition required to enable construction to proceed or as a necessary part of any construction), operation and maintenance of the Sydney Metro City & Southwest project on land adjoining or in the vicinity of the Lot Burdened.

**SCHEDULE 3**



(T) CRANE SWING ZONE (LIMITED IN STRATUM) 21.5m WIDE.

THE AREA WITHIN CRANE SWING ZONE 'T' HATCHED (KNOWN AS CONSTRUCTION LEASE V ON PLAN NWRLSR1-RPS-SWS-SR-DWG-000012 B) IS LIMITED IN DEPTH TO RL15.4 (APPROX GROUND LEVEL).

THE AREA WITHIN CRANE SWING ZONE 'T' NOT HATCHED IS LIMITED IN DEPTH TO RL29.5.

THE CRANE SWING ZONE IS LIMITED IN HEIGHT TO RL 36.5.

NOTE

BEARINGS AND DIMENSIONS SHOWN HAVE BEEN RE-DEFINED BY UNREGISTERED PLAN OF ACQUISITION (PR124856-DP19) BY MR. SURVEYOR JOHN NELSON PETERSEN. ALL HEIGHTS ARE A.H.D. (AUSTRALIAN HEIGHT DATUM)

|       |        |        |        |         |         |         |          |
|-------|--------|--------|--------|---------|---------|---------|----------|
| 1:0   | 1:10   | 1:20   | 1:50   | 1:100   | 1:200   | 1:500   | 1:1000   |
| 1:500 | 1:1000 | 1:2000 | 1:5000 | 1:10000 | 1:20000 | 1:50000 | 1:100000 |
| 1:200 | 1:500  | 1:1000 | 1:2000 | 1:5000  | 1:10000 | 1:20000 | 1:50000  |
| 1:500 | 1:1000 | 1:2000 | 1:5000 | 1:10000 | 1:20000 | 1:50000 | 1:100000 |

**SCALE:** 1:400

**DATUM:** AHD

**PROJ:** 10402

**CRS:** GDA94

**UNIT:** METRE

**DATE:** 20170621

**FILE:** NWRLSR1-RPS-SWS-SR-DWG-000012.dwg

**PLAN No:** PR124856

**FILE:** C

**SHEET:** 3 OF 3

**DATE:** 20170621

**PROJECT:** Plan Showing Crane Swing Zones affecting part of LOT 30 DP668991, 103-105 Botany Road Waterloo

**CLIENT:** City of South West

**DATE OF PLAN:** 20170621

**DATE OF SURVEY:** 20170621

**PROJECT:** NWRLSR1-RPS-SWS-SR-DWG-000012.dwg

**PROJECT:** RPS

**PROJECT:** RPS AUSTRALIA EAST PTY LTD (ABN 41 140 292 762)

**PROJECT:** THIS IS A COLOURED PLAN. REPRODUCTION IN COLOUR ONLY.

**PROJECT:** RPS

**PROJECT:** RPS AUSTRALIA EAST PTY LTD (ABN 41 140 292 762)

**PROJECT:** P:\PR124856 - SRTBI - Adjoining Owners\04\_ACAD\NWRLSR1-RPS-SWS-SR-DWG-000012 - 103-105 Botany Rd\_C.dwg 05.06.2017 9:50 AM

(Transport for NSW Document Number: SM17/0005411)

**TRANSPORT ADMINISTRATION ACT 1988**

**LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991**

**Notice of Compulsory Acquisition of Interest in Land for the Purposes of the Transport Administration Act 1988**

Transport for NSW by its delegate declares, with the approval of His Excellency the Governor, that the easement described in Schedule 1 below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

IVAN GLAVINIC  
Deputy Program Director - Sydney Metro

**SCHEDULE 1**

An easement for crane access on the terms set out in Schedule 2, and over that part of that piece or parcel of land situated at Sydney, in the Local Government Area of Sydney, Parish of St Lawrence and County of Cumberland being that part of Lot 1 in Deposited Plan 516988 which is shown marked "(T)" on Sheet 6 of Drawing No. NWRLSRT-RPS-SPS-SR-DWG-000027, a copy of which is set out in Schedule 3.

**SCHEDULE 2**

**Terms of easement for crane access**

**1. EASEMENT FOR CRANE ACCESS**

**1.1 Easement summary**

This Easement provides the Authority Benefited with a right to have cranes operate and encroach on the Easement Site at all times until the expiry of the Easement pursuant to clause 1.3.

**1.2 Terms of the Easement**

- (a) The Owner of the Lot Burdened grants to the Authority Benefited full, free and unimpeded right for the Authority Benefited to:
  - (i) enter on, pass and repass over and encroach on the Easement Site at all times with or without Equipment for the Permitted Purpose until expiry of this Easement under clause 1.3; and
  - (ii) do anything reasonably necessary for that purpose including:
    - (A) entering the Easement Site; and

- (B) taking anything on to the Easement Site.
- (b) In exercising its rights under this Easement, the Authority Benefited must:
  - (i) prior to any encroachment on the Easement Site, provide the Owner of the Lot Burdened with the details of the type of crane, extent of encroachment, frequency of encroachment and estimated duration of the encroachment;
  - (ii) ensure that the crane is maintained in good repair and safe condition;
  - (iii) make good any damage to the Easement Site, Lot Burdened and Building to the extent caused by the Authority Benefited;
  - (iv) carry out all activities so as to cause as little inconvenience as is reasonably practicable to the Owner of the Lot Burdened or any Occupier;
  - (v) take all necessary steps to minimise any adverse interference caused by the Authority Benefited to the Owner of the Lot Burdened or any Occupier; and
  - (vi) comply with all relevant laws relating to the exercise of those rights.
- (c) Any Existing Building Structures and services on or in the Easement Site must not be removed or damaged by the Authority Benefited or its Authorised Users and must be protected by the Authority Benefited and its Authorised Users from damage caused by the exercise of any rights pursuant to the Easement.

### 1.3 Expiry of the Easement

- (a) As soon as practicable after the date on which the Authority Benefited no longer requires the rights under this Easement, the Authority Benefited must notify the Owner of the Lot Burdened in writing.
- (b) This Easement will expire on the earlier to occur of:
  - (i) 31 July 2019; and
  - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under paragraph (a).
- (c) If this Easement has expired under paragraph (b), the Owner of the Lot Burdened and the Authority Benefited must take all reasonable steps to remove this Easement from the title of the Lot Burdened as soon as practicable, including preparing and executing all necessary documents and producing the relevant certificates of title at Land and Property Information NSW.

### 1.4 Incorporation of definitions and interpretation clauses

The provisions of clause 2 apply to this Easement to the extent relevant.

**The name of the persons empowered to release, vary or modify this Easement:**

The Authority Benefited.

**2. GENERAL**

**2.1 Exercise of the benefit of the Easement**

The Authority Benefited may, in its discretion, permit any of its Authorised Users to exercise its rights and perform its obligations under this Easement from time to time.

**2.2 Conditions**

Each of the Conditions constitute and are covenants and agreements by and between the Authority Benefited and the Owner of the Lot Burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements must pass with the benefit and burden of the Easement.

**2.3 Definitions**

**Acquisition Notice** means the acquisition notice effecting the acquisition of this Easement published in the Government Gazette.

**Authorised Users** means the agents, employees, contractors (and each of their subcontractors at any level) and consultants of the Authority Benefited and any other person authorised by the Authority Benefited to exercise the rights and perform the obligations of an Authorised User under this Easement.

**Authority Benefited** means Transport for NSW (ABN 18 804 239 602), a New South Wales Government agency constituted by section 3C of the *Transport Administration Act 1988* (NSW).

**Building** means the building and other structures (or any part of the building or other structures) on the Lot Burdened from time to time.

**Conditions** means the conditions contained in this Easement, excluding the section entitled "Easement summary" and including the general provisions set out in this clause 2.

**Easement** means the easement in this instrument and includes the Conditions in relation to that easement.

**Easement Site** means the easement site described in Schedule 1 of the Acquisition Notice.

**Equipment** means all necessary tools, implements, materials, machinery and vehicles.

**Existing Building Structures** means any improvements located within the Easement Site at the commencement of the Easement.

**Government Gazette** means the official journal published by the NSW Government containing proclamations and notifications, including land acquisition notices.

**Lot Burdened** means the Lot set out in Schedule 1 of the Acquisition Notice.

**Occupier** means any person who is legally entitled and authorised to occupy any part of Lot Burdened from time to time.

**Owner of the Lot Burdened** means every person who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened and any Owners Corporation in relation to the Lot Burdened.

**Owners Corporation** means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW) or community association constituted under the *Community Land Development Act 1989* (NSW) and any similar body corporate serving the same functions and purposes as an owners corporation or a community association.

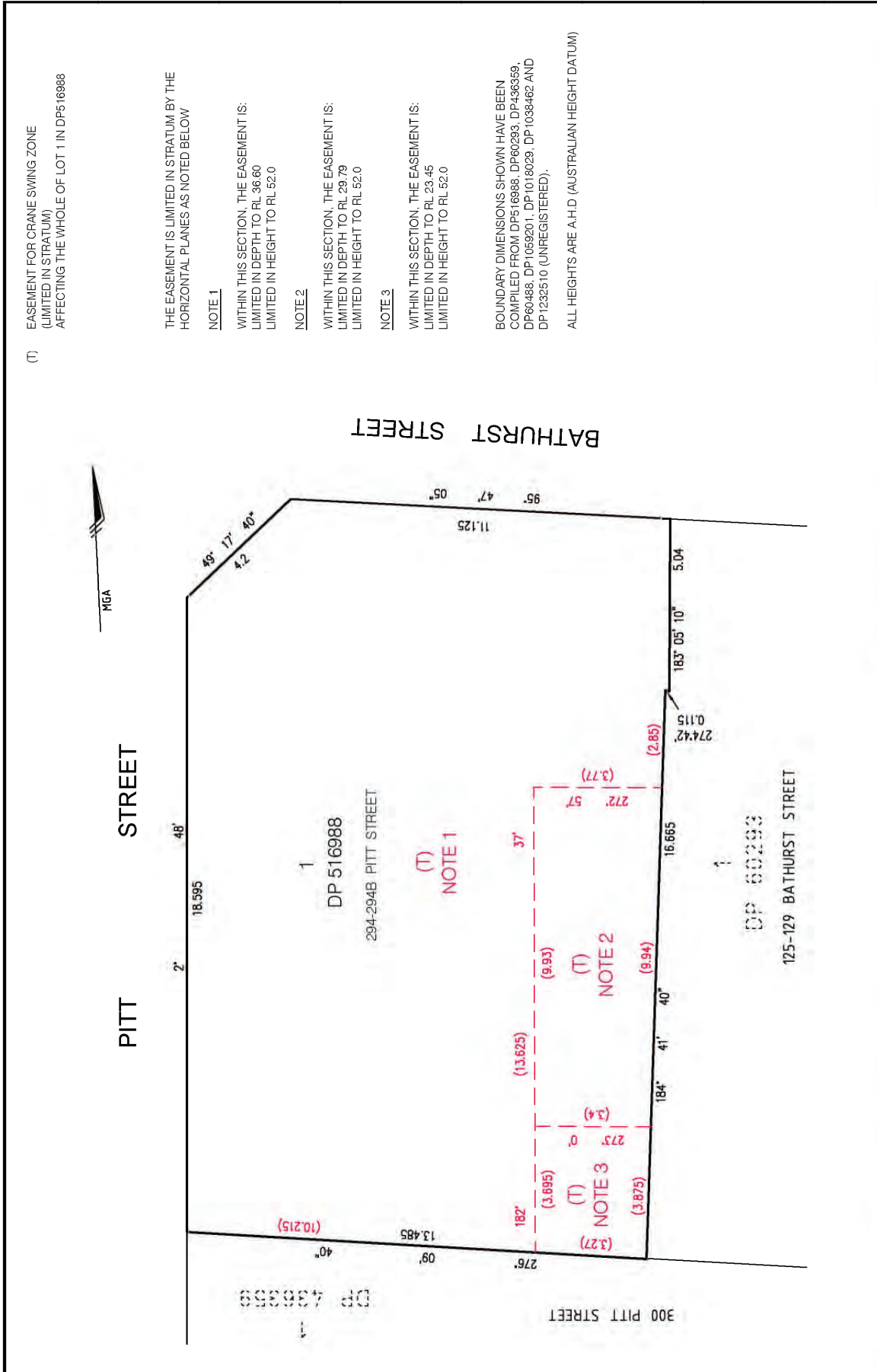
**Permitted Purpose** means:

- (i) setting up, dismantling and removing a crane;
- (ii) slewing, suspending and swinging a crane and otherwise operating a crane; and
- (iii) having a crane overhang in the Easement Site.

**Project** means the design, construction (including any demolition required to enable construction to proceed or as a necessary part of any construction), operation and maintenance of the Sydney Metro City & Southwest project on land adjoining or in the vicinity of the Lot Burdened.



**SCHEDULE 3**



(T) EASEMENT FOR CRANE SWING ZONE (LIMITED IN STRATUM) AFFECTING THE WHOLE OF LOT 1 IN DP516988

THE EASEMENT IS LIMITED IN STRATUM BY THE HORIZONTAL PLANES AS NOTED BELOW

NOTE 1

WITHIN THIS SECTION, THE EASEMENT IS: LIMITED IN DEPTH TO RL 36.60 LIMITED IN HEIGHT TO RL 52.0

NOTE 2

WITHIN THIS SECTION, THE EASEMENT IS: LIMITED IN DEPTH TO RL 29.79 LIMITED IN HEIGHT TO RL 52.0

NOTE 3

WITHIN THIS SECTION, THE EASEMENT IS: LIMITED IN DEPTH TO RL 23.45 LIMITED IN HEIGHT TO RL 52.0

BOUNDARY DIMENSIONS SHOWN HAVE BEEN COMPILED FROM DP516988, DP60293, DP436359, DP60488, DP1059201, DP1018029, DP1038462 AND DP1232510 (UNREGISTERED).

ALL HEIGHTS ARE A.H.D. (AUSTRALIAN HEIGHT DATUM)

|                           |            |                           |            |             |   |             |          |
|---------------------------|------------|---------------------------|------------|-------------|---|-------------|----------|
| DATE OF ISSUE             | 23.12.2017 | DATE OF PLAN              | 23.12.2017 | TITLE       | Plan Showing Easement for Crane Swing Zone affecting LOT 1 DP516988, 294-294B Pitt Street, Sydney | PROJECT No. | PR124856 |
| DATE OF LAST MODIFICATION | 23.12.2017 | DATE OF LAST MODIFICATION | 23.12.2017 | PROJECT No. | NWRLSRT-RPS-SRS-DWG-000627.dwg  | FILE No.    | PR124856 |
| DATE OF PREPARATION       | 23.12.2017 | DATE OF PREPARATION       | 23.12.2017 | PROJECT No. | NWRLSRT-RPS-SRS-DWG-000627.dwg  | FILE No.    | PR124856 |
| DATE OF APPROVAL          | 23.12.2017 | DATE OF APPROVAL          | 23.12.2017 | PROJECT No. | NWRLSRT-RPS-SRS-DWG-000627.dwg  | FILE No.    | PR124856 |
| DATE OF CANCELLATION      |            | DATE OF CANCELLATION      |            | PROJECT No. | NWRLSRT-RPS-SRS-DWG-000627.dwg  | FILE No.    | PR124856 |

SCALE: 1:100

DATUM: AHD

SCALE BAR: 0 2 4 6 Meters

PROFESSOR ARCHITECTS (NSW) PTY LTD  
 11/111 Pitt Street, Sydney NSW 2000  
 PH: (02) 9231 1111  
 FAX: (02) 9231 1112  
 WWW: www.profiles.com.au

RPS AUSTRALIA EAST PTY LTD  
 (ABN 44 140 292 762)  
 RPS AUSTRALIA EAST PTY LTD  
 11/111 Pitt Street, Sydney NSW 2000  
 PH: (02) 9231 1111  
 FAX: (02) 9231 1112  
 WWW: www.profiles.com.au

THIS IS A COLOURED PLAN.  
 REPRODUCTION IN COLOUR ONLY.

RPS  
 making a difference

P:\PR124856 - SRT181\_Adjoining Owners\01\_ACAD\0584 Pitt Street Edinburgh, Camell/Rock Anchor & Scaffold Plans\NWRLSRT-RPS-SRS-DWG-000627.D - 294-294B Pitt St.dwg 23.12.2017 9:56 AM

(Transport for NSW Document Number: SM17/0005411)

**TRANSPORT ADMINISTRATION ACT 1988**

**LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991**

**Notice of Compulsory Acquisition of Interest in Land for the Purposes of the Transport Administration Act 1988**

Transport for NSW by its delegate declares, with the approval of His Excellency the Governor, that the easement described in Schedule 1 below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

IVAN GLAVINIC  
Deputy Program Director - Sydney Metro

**SCHEDULE 1**

An easement for scaffolding on the terms set out in Schedule 2, and over that part of that piece or parcel of land situated at Sydney, in the Local Government Area of Sydney, Parish of St Lawrence and County of Cumberland being that part of Lot 1 in Deposited Plan 516988 shown marked "(W)", "(Y)" and "(Z)" on Sheets 2, 4 and 5 of in Drawing No. NWRLSRT-RPS-SPS-SR-DWG-000027, a copy of which is set out in Schedule 3.

**SCHEDULE 2**

**Terms of easement for scaffolding**

**1. EASEMENT FOR SCAFFOLDING**

**1.1 Easement summary**

This Easement provides the Authority Benefited with a right to install and use scaffolding in the Easement Site at all times until the expiry of the Easement pursuant to clause 1.3.

**1.2 Terms of the Easement**

- (a) The Owner of the Lot Burdened grants to the Authority Benefited full, free and unimpeded right for the Authority Benefited to:
  - (i) enter on, pass and repass over and to encroach on the Easement Site at all times with or without Equipment for the Permitted Purpose until expiry of this Easement under clause 1.3; and
  - (ii) do anything reasonably necessary for that purpose including:
    - (A) entering the Easement Site;
    - (B) taking anything on to the Easement Site; and

- (C) relocating any services.
- (b) In exercising its rights under this Easement, the Authority Benefited must:
  - (i) prior to installing Scaffolding in the Easement Site, provide the Owner of the Lot Burdened with details of the extent of the Scaffolding, including access paths through and around the Scaffolding where there may be an impact on access to the Lot Burdened;
  - (ii) ensure that the Scaffolding installed in the Easement Site is maintained in good repair and in a safe condition;
  - (iii) maintain adequate safety arrangements in respect of the Easement Site to:
    - (A) mitigate risk of harm to members of the public caused by the activities of the Authority Benefited; and
    - (B) maintain adequate safety arrangements in respect of the Scaffolding to secure any relevant building from being accessed from any part of the Scaffolding;
  - (iv) make good any damage to the Easement Site, Lot Burdened and Building to the extent caused by the Authority Benefited;
  - (v) carry out all activities so as to cause as little inconvenience as is reasonably practicable to the Owner of the Lot Burdened or any Occupier;
  - (vi) take all necessary steps to minimise any adverse interference caused by the Authority Benefited to the Owner of the Lot Burdened or any Occupier; and
  - (vii) comply with all relevant laws relating to the exercise of those rights.
- (c) Any services on or in the Easement Site must not be damaged by the Authority Benefited or its Authorised Users and must be protected by the Authority Benefited and its Authorised Users from damage caused by the exercise of any rights pursuant to the Easement.

### 1.3 Expiry of the Easement

- (a) As soon as practicable after the date on which the Authority Benefited no longer requires the rights under this Easement, the Authority Benefited must:
  - (i) remove the Scaffolding from the Easement Site; and
  - (ii) notify the Owner of the Lot Burdened in writing.
- (b) This Easement will expire on the earlier to occur of:
  - (i) 30 July 2019; and

- (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under paragraph (a)(ii).
- (c) If this Easement has expired under paragraph (b), the Owner of the Lot Burdened and the Authority Benefited must take all reasonable steps to remove this Easement from the title of the Lot Burdened as soon as practicable, including preparing and executing all necessary documents and producing the relevant certificates of title at Land and Property Information NSW.

**1.4 Incorporation of definitions and interpretation clauses**

The provisions of clause 2 apply to this Easement to the extent relevant.

**The name of the persons empowered to release, vary or modify this Easement:**

The Authority Benefited.

**2. GENERAL**

**2.1 Exercise of the benefit of the Easement**

The Authority Benefited may, in its discretion, permit any of its Authorised Users to exercise its rights and perform its obligations under this Easement from time to time.

**2.2 Conditions**

Each of the Conditions constitute and are covenants and agreements by and between the Authority Benefited and the Owner of the Lot Burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements must pass with the benefit and burden of the Easement.

**2.3 Definitions**

**Acquisition Notice** means the acquisition notice effecting the acquisition of this Easement published in the Government Gazette.

**Authorised Users** means the agents, employees, contractors (and each of their subcontractors at any level) and consultants of the Authority Benefited and any other person authorised by the Authority Benefited to exercise the rights and perform the obligations of an Authorised User under this Easement.

**Authority Benefited** means Transport for NSW (ABN 18 804 239 602), a New South Wales Government agency constituted by section 3C of the *Transport Administration Act 1988* (NSW).

**Building** means the building and other structures (or any part of the building or other structures) on the Lot Burdened from time to time.

**Conditions** means the conditions contained in this Easement, excluding the section entitled "Easement summary" and including the general provisions set out in this clause 2.

**Easement** means the easement in this instrument and includes the Conditions in relation to that easement.

**Easement Site** means the easement site described in Schedule 1 of the Acquisition Notice.

**Equipment** means all necessary tools, implements, materials, machinery and vehicles.

**Existing Building Structures** means any improvements located within the Easement Site at the commencement of the Easement.

**Government Gazette** means the official journal published by the NSW Government containing proclamations and notifications, including land acquisition notices.

**Lot Burdened** means the Lot set out in Schedule 1 of the Acquisition Notice.

**Occupier** means any person who is legally entitled and authorised to occupy any part of Lot Burdened from time to time.

**Owner of the Lot Burdened** means every person who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened and any Owners Corporation in relation to the Lot Burdened.

**Owners Corporation** means an owners corporation constituted under the *Strata Schemes Management Act 2015 (NSW)* or community association constituted under the *Community Land Development Act 1989 (NSW)* and any similar body corporate serving the same functions and purposes as an owners corporation or a community association.

**Permitted Purpose** means installing, maintaining, replacing, dismantling and removing Scaffolding.

**Project** means the design, construction (including any demolition required to enable construction to proceed or as a necessary part of any construction), operation and maintenance of the Sydney Metro City & Southwest project on land adjoining or in the vicinity of the Lot Burdened.

**Scaffolding** means a temporary structure (including access platforms, working platforms, catch platforms, landing platforms, chainmesh, shadecloth mesh and plywood or similar materials) incorporating elements of scaffolding systems as detailed using the principles of engineering design supported on:

- (a) the ground;
- (b) a class B hoarding structure;
- (c) a cantilevered support structure;

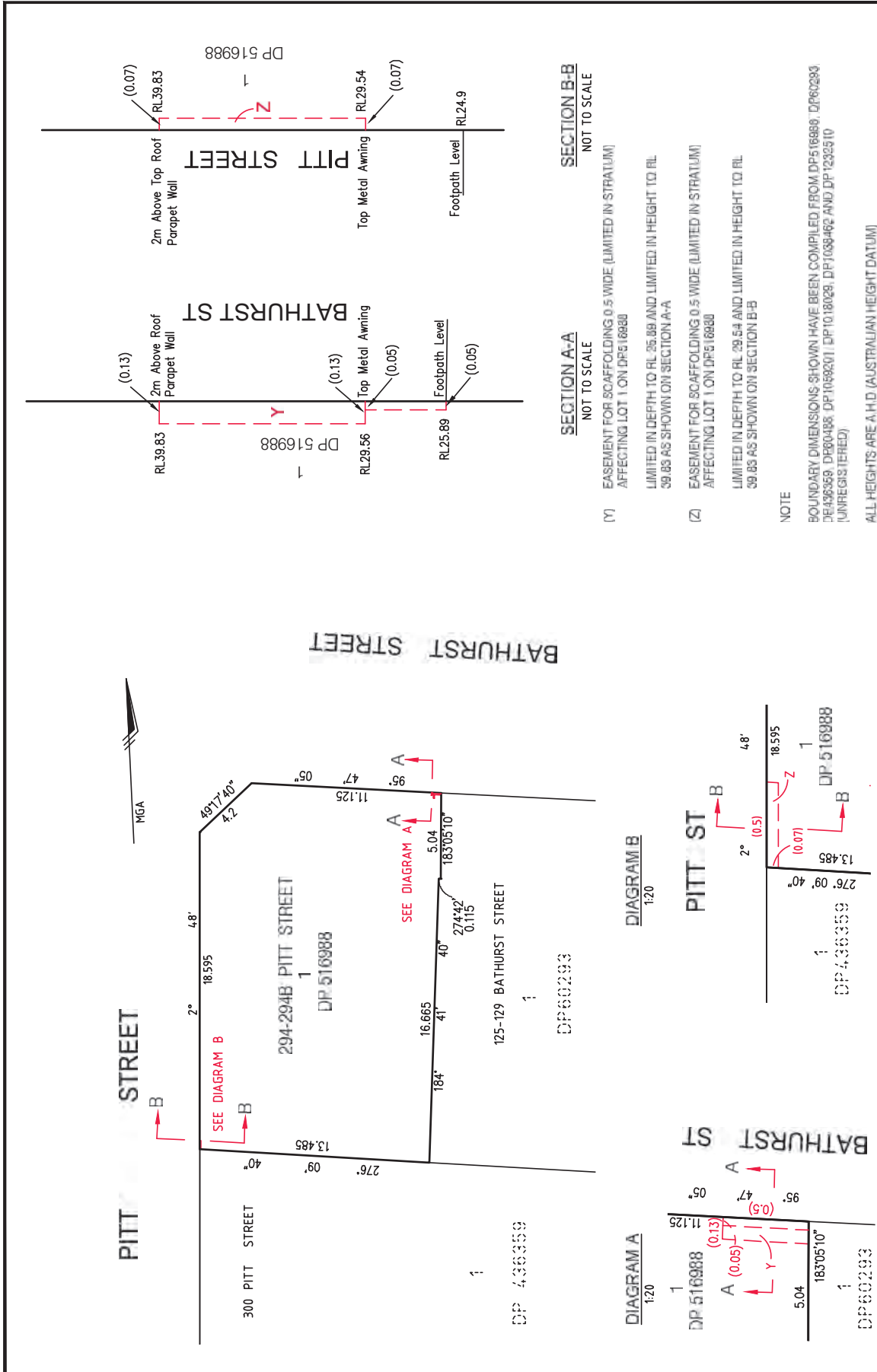
(d) adjacent property roof structure(s); or

(e) any combination of the above,

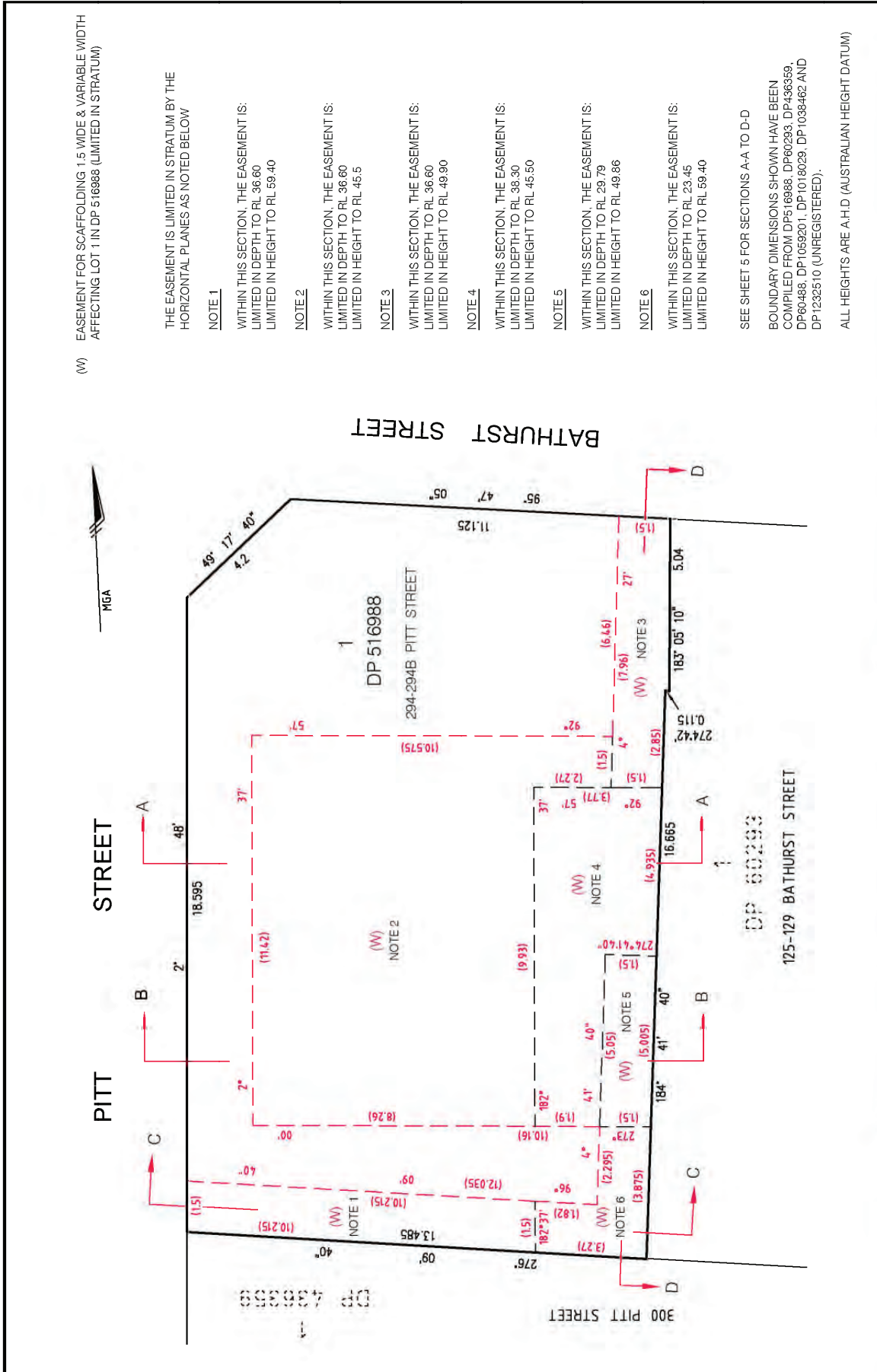
as may be applicable, and braced as required using scaffold ties, anchorages and components as determined by relevant principles of engineering design.



**SCHEDULE 3**



|  |  |                      |  |
|--|--|----------------------|--|
| PROJECT: 294-294B PITT STREET  |  | DATE: 22/12/2017     |  |
| DRAWN BY: [Name]   |  | CHECKED BY: [Name]   |  |
| SCALE: 1:200   |  | PROJECT NO: PR124856 |  |
| SHEET 2 OF 6   |  | DATE: 22/12/2017     |  |
| <p>THIS IS A COLOURED PLAN REPRODUCTION IN COLOUR ONLY</p> <p>NSW AUSTRALIA EAST PTY LTD (ABN 41 149 797 767)</p> <p>City of Sydney Planning Department</p> <p>101 Pitt Street, Sydney NSW 2000</p> <p>PH: (02) 9550 6600</p> <p>WWW.CITYOFSYDNEY.NSW.GOV.AU</p> |  |                      |  |



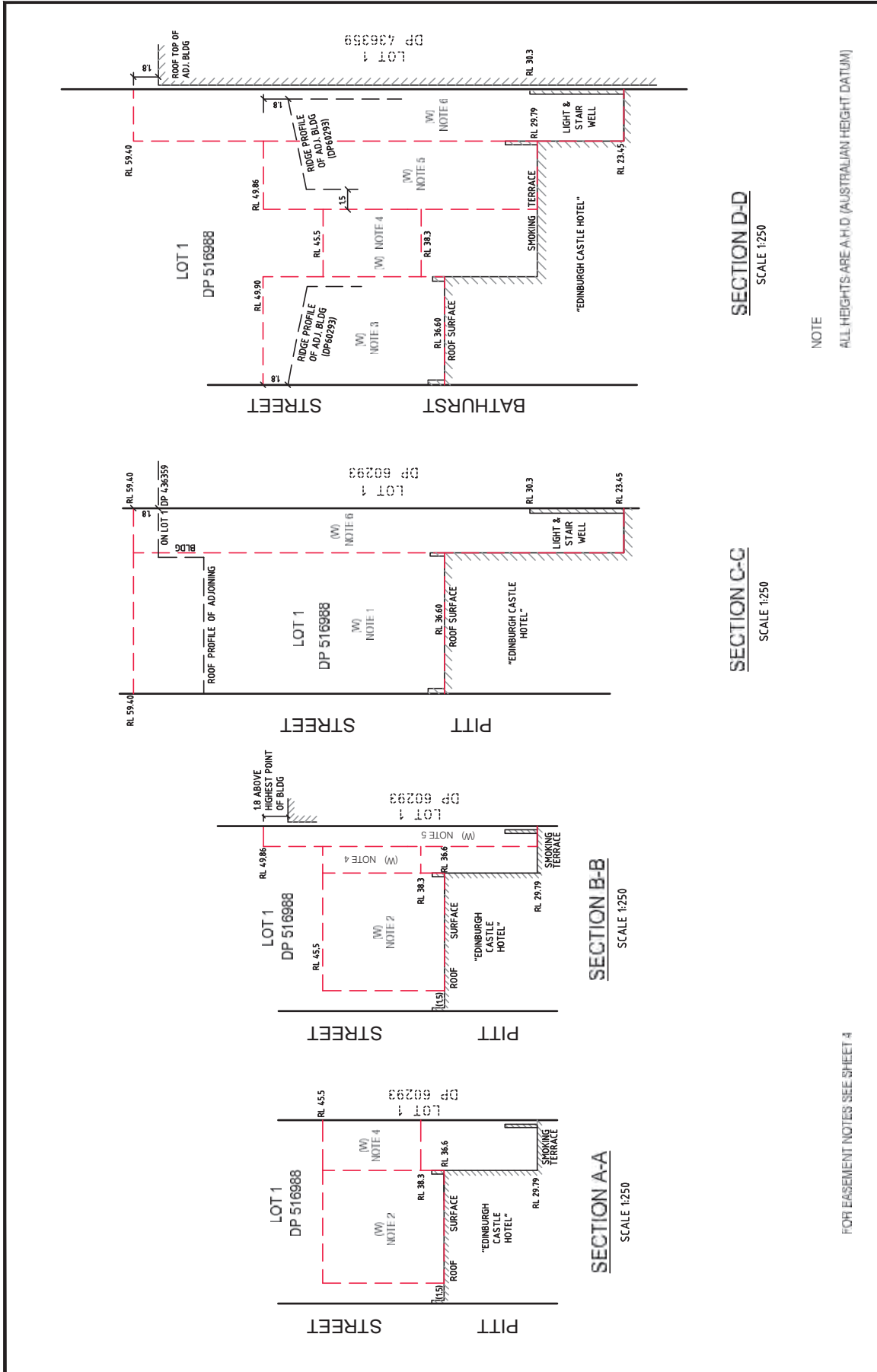
|               |            |              |            |             |   |             |          |
|---------------|------------|--------------|------------|-------------|---|-------------|----------|
| DATE OF ISSUE | 23/10/2017 | DATE OF PLAN | 23/10/2017 | TITLE       | Plan Showing Easement for Scaffolding affecting part of LOT 1 DPs 16988, 294-294B Pitt Street, Sydney | PROJECT No. | PR124856 |
| APPROVED      | CPM        | APPROVED     | CPM        | SCALE       | AS SHOWN  | SHEET       | 4 OF 6   |
| DATE OF ISSUE | 23/10/2017 | DATE OF PLAN | 23/10/2017 | PROJECT No. | PR124856  | SHEET       | 4 OF 6   |
| APPROVED      | CPM        | APPROVED     | CPM        | TITLE       | Plan Showing Easement for Scaffolding affecting part of LOT 1 DPs 16988, 294-294B Pitt Street, Sydney | PROJECT No. | PR124856 |
| DATE OF ISSUE | 23/10/2017 | DATE OF PLAN | 23/10/2017 | TITLE       | NWRLSRT-RPS-SPS-SR-DWG-000627.dwg   | PROJECT No. | PR124856 |
| APPROVED      | CPM        | APPROVED     | CPM        | SCALE       | AS SHOWN  | SHEET       | 4 OF 6   |

THIS IS A COLOURED PLAN.  
REPRODUCTION IN COLOUR ONLY.

RPS AUSTRALIA EAST PTY LTD (ABN 41 140 292 762)

RPS AUSTRALIA EAST PTY LTD  
111 Pitt Street, Sydney NSW 2000  
RPS AUSTRALIA EAST PTY LTD  
111 Pitt Street, Sydney NSW 2000

P: 02 9250 1234  
F: 02 9250 1235  
E: info@rps.com.au  
W: www.rps.com.au



FOR EASEMENT NOTES SEE SHEET 4

**SECTION A-A**  
SCALE 1:250

**SECTION B-B**  
SCALE 1:250

**SECTION C-C**  
SCALE 1:250

**SECTION D-D**  
SCALE 1:250

NOTE  
ALL HEIGHTS ARE A.H.D. (AUSTRALIAN HEIGHT DATUM)

|   |   |   |   |
|---|---|---|---|
| <p>DATE: 22/12/2017<br/>                 DRAWN BY: [REDACTED]<br/>                 CHECKED BY: [REDACTED]<br/>                 PROJECT NO: 124856<br/>                 SHEET NO: 6 OF 6</p> | <p>DATE: 22/12/2017<br/>                 DRAWN BY: [REDACTED]<br/>                 CHECKED BY: [REDACTED]<br/>                 PROJECT NO: 124856<br/>                 SHEET NO: 6 OF 6</p> | <p>DATE: 22/12/2017<br/>                 DRAWN BY: [REDACTED]<br/>                 CHECKED BY: [REDACTED]<br/>                 PROJECT NO: 124856<br/>                 SHEET NO: 6 OF 6</p> | <p>DATE: 22/12/2017<br/>                 DRAWN BY: [REDACTED]<br/>                 CHECKED BY: [REDACTED]<br/>                 PROJECT NO: 124856<br/>                 SHEET NO: 6 OF 6</p> |
|---|---|---|---|

THIS IS A COLOURED PLAN  
 REPRODUCTION IN COLOUR ONLY  
 THIS IS A COLOURED PLAN  
 REPRODUCTION IN COLOUR ONLY  
 THIS IS A COLOURED PLAN  
 REPRODUCTION IN COLOUR ONLY  
 THIS IS A COLOURED PLAN  
 REPRODUCTION IN COLOUR ONLY

(Transport for NSW Document Number: SM17/0005411)