



Government Gazette

of the State of

New South Wales

Number 28—Compulsory Acquisitions

Friday, 29 January 2021

The New South Wales Government Gazette is the permanent public record of official NSW Government notices. It also contains local council, non-government and other notices.

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TRANSPORT ADMINISTRATION ACT 1988

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

ERRATUM

In the Notice of Compulsory Acquisition of Land published in the NSW Government Gazette No 28 of 24 February 2017 at Folios 532 to 535 errors appeared in the description of the land. This notice corrects the errors as specified in the Schedule below.

The gazettal date remains 24 February 2017.

SCHEDULE

In Schedule 3 folio 533, the words and figures “Volume 998 Folio 207” in the third line are deleted and replaced with the words and figures “Volume 2331 Folio 70”.

In Schedule 4 folio 533, the words and figures “Volume 998 Folio 207” in the third line are deleted and replaced with the words and figures “Volume 2331 Folio 70”.

Brett Simpson
Director Property – Rail Delivery
Transport for NSW

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**

Sydney Metro by its delegate declares, with the approval of Her 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 section 38C and clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

JON LAMONTE
Chief Executive
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 James and County of Cumberland, being that part of the Common Property in Strata Plan 68274, shown marked "(S)" in Drawing No. SMCSWSPS-RPS-PSN-SR-DWG-000002-B.03 – 250 Pitt St, a copy of which is set out in Schedule 3.

SCHEDULE 2

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) 1 June 2023; and
 - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under clause 1.3(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 Registry Services 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 any 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 Sydney Metro (ABN 12 354 063 515), a New South Wales Government agency constituted by section 38 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 each Easement, excluding the section titled "Easement summary" and including the general provisions set out in this clause 2.

Easement means each 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 described 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.

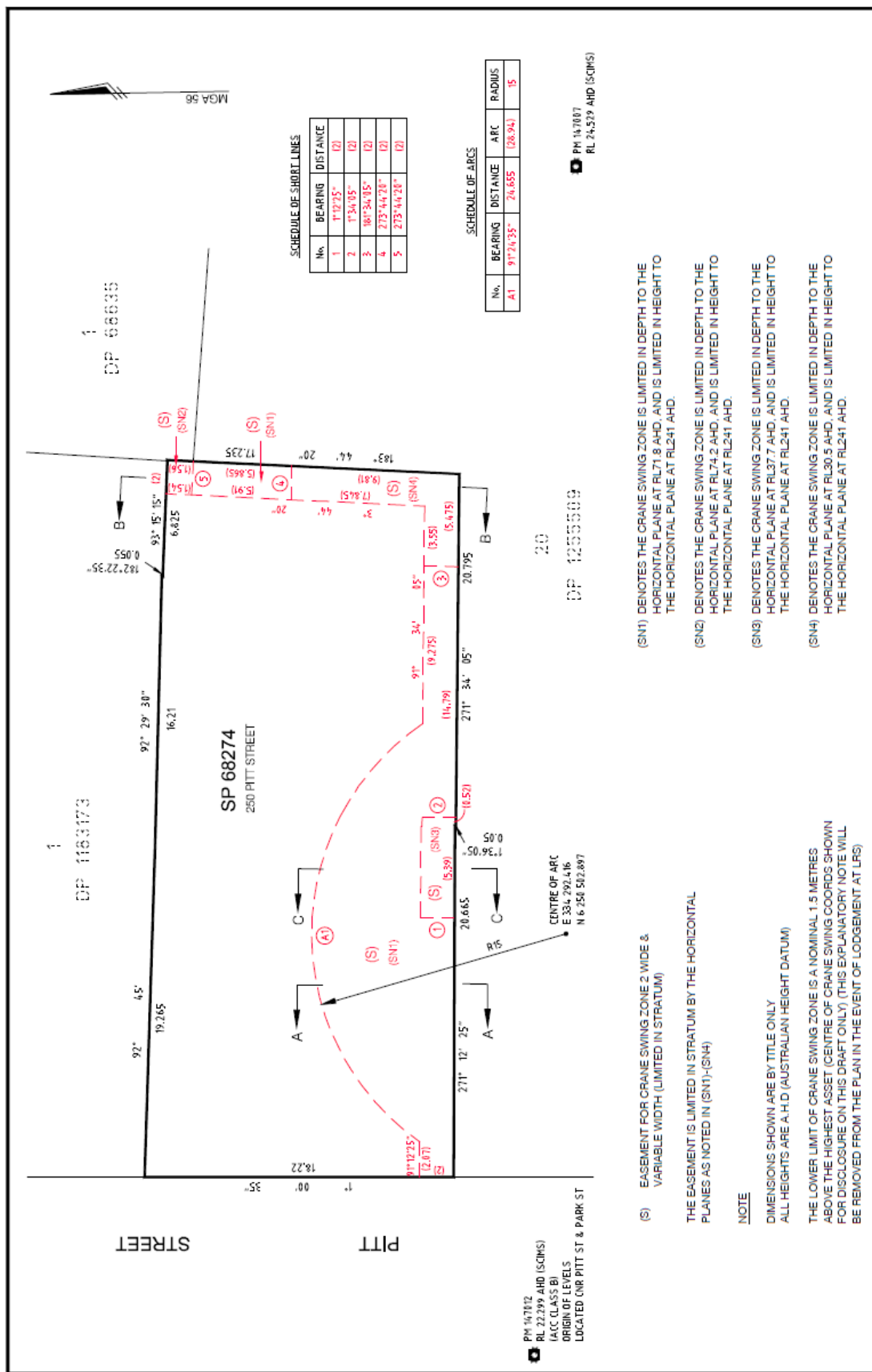
Owner of the Lot Burdened means every person who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened and any Owners Corporation in relation to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

- (a) setting up, dismantling and removing an unloaded crane;
- (b) slewing, suspending and swinging an unloaded crane and otherwise operating an unloaded crane; and
- (c) having an unloaded crane overhang in the Easement Site.

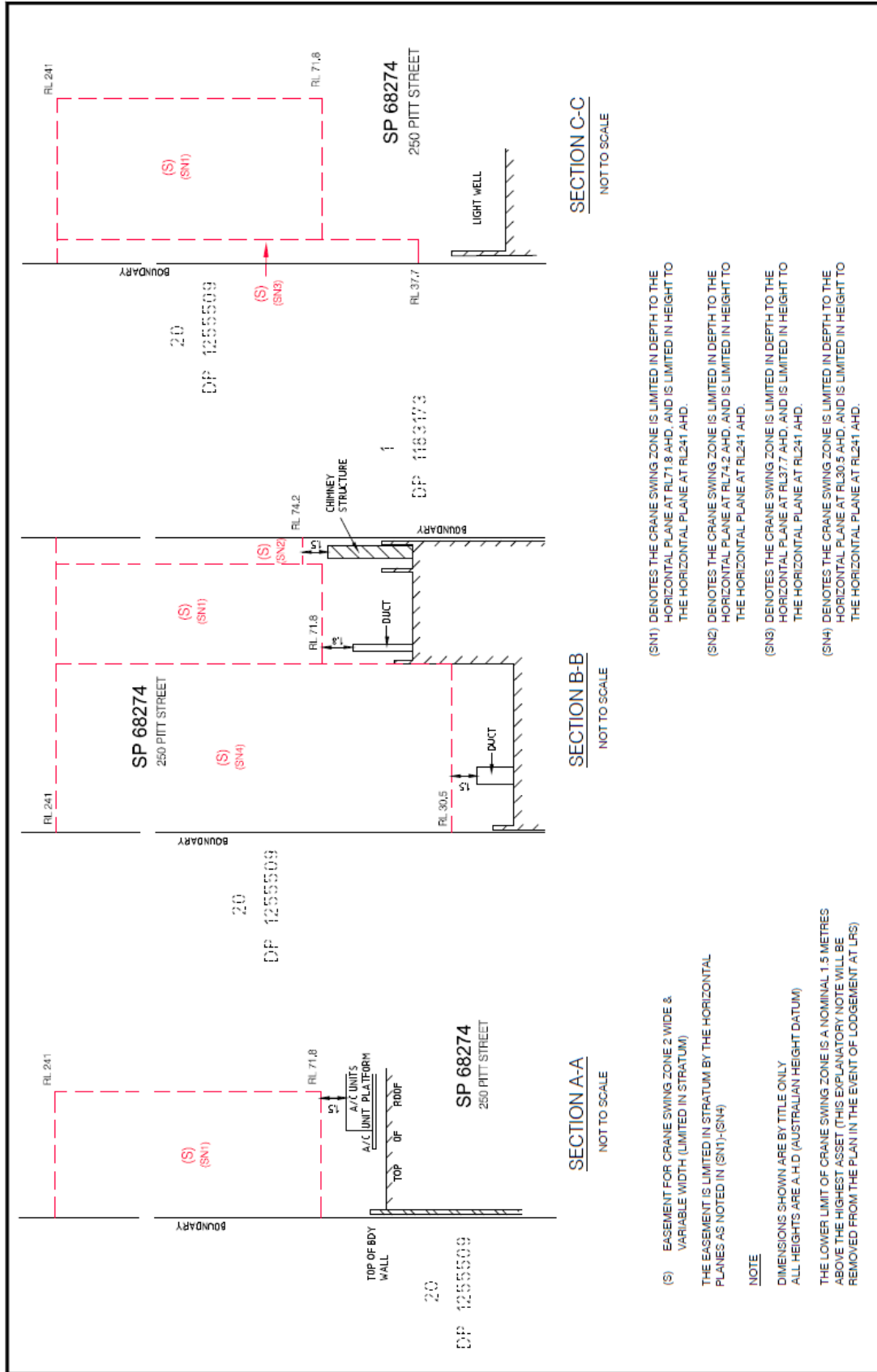
SCHEDULE 3



(S) EASEMENT FOR CRANE SWING ZONE 2 WIDE & VARIABLE WIDTH (LIMITED IN STRATUM)
 THE EASEMENT IS LIMITED IN STRATUM BY THE HORIZONTAL PLANES AS NOTED IN (SN1)-(SN4)

NOTE
 DIMENSIONS SHOWN ARE BY TITLE ONLY
 ALL HEIGHTS ARE A.H.D (AUSTRALIAN HEIGHT DATUM)
 THE LOWER LIMIT OF CRANE SWING ZONE IS A NOMINAL 1.5 METRES ABOVE THE HIGHEST ASSET (CENTRE OF CRANE SWING COORDS SHOWN FOR DISCLOSURE ON THIS DRAFT ONLY) (THIS EXPLANATORY NOTE WILL BE REMOVED FROM THE PLAN IN THE EVENT OF LODGEMENT AT LRS)

(S1) DENOTES THE CRANE SWING ZONE IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL71.8 AHD, AND IS LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL241 AHD.
 (S2) DENOTES THE CRANE SWING ZONE IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL74.2 AHD, AND IS LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL241 AHD.
 (S3) DENOTES THE CRANE SWING ZONE IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL37.7 AHD, AND IS LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL241 AHD.
 (S4) DENOTES THE CRANE SWING ZONE IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL30.5 AHD, AND IS LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL241 AHD.



SECTION A-A
NOT TO SCALE

(S) EASEMENT FOR CRANE SWING ZONE 2.0 WIDE & VARIABLE WIDTH (LIMITED IN STRATUM)
THE EASEMENT IS LIMITED IN DEPTH BY THE HORIZONTAL PLANES AS NOTED IN (SN1)-(SN4)

NOTE

DIMENSIONS SHOWN ARE BY TITLE ONLY
ALL HEIGHTS ARE A.H.D. (AUSTRALIAN HEIGHT DATUM)
THE LOWER LIMIT OF CRANE SWING ZONE IS A NOMINAL 1.5 METRES ABOVE THE HIGHEST ASSET (THIS EXPLANATORY NOTE WILL BE REMOVED FROM THE PLAN IN THE EVENT OF LODGEMENT AT LRS)

SECTION B-B
NOT TO SCALE

(SN1) DENOTES THE CRANE SWING ZONE IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL71.8 AHD, AND IS LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL241 AHD.

(SN2) DENOTES THE CRANE SWING ZONE IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL74.2 AHD, AND IS LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL241 AHD.

(SN3) DENOTES THE CRANE SWING ZONE IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL37.7 AHD, AND IS LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL241 AHD.

(SN4) DENOTES THE CRANE SWING ZONE IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL30.5 AHD, AND IS LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL241 AHD.

SECTION C-C
NOT TO SCALE

DATE	DESCRIPTION	BY	CHECKED	SCALE	DATE
13/12/2020	ISSUE FOR PERMIT	JT	JT	AS SHOWN	13/12/2020
14/12/2020	REVISED FOR PERMIT	JT	JT	AS SHOWN	14/12/2020
15/12/2020	REVISED FOR PERMIT	JT	JT	AS SHOWN	15/12/2020
16/12/2020	REVISED FOR PERMIT	JT	JT	AS SHOWN	16/12/2020
17/12/2020	REVISED FOR PERMIT	JT	JT	AS SHOWN	17/12/2020
18/12/2020	REVISED FOR PERMIT	JT	JT	AS SHOWN	18/12/2020
19/12/2020	REVISED FOR PERMIT	JT	JT	AS SHOWN	19/12/2020
20/12/2020	REVISED FOR PERMIT	JT	JT	AS SHOWN	20/12/2020
21/12/2020	REVISED FOR PERMIT	JT	JT	AS SHOWN	21/12/2020
22/12/2020	REVISED FOR PERMIT	JT	JT	AS SHOWN	22/12/2020
23/12/2020	REVISED FOR PERMIT	JT	JT	AS SHOWN	23/12/2020
24/12/2020	REVISED FOR PERMIT	JT	JT	AS SHOWN	24/12/2020
25/12/2020	REVISED FOR PERMIT	JT	JT	AS SHOWN	25/12/2020
26/12/2020	REVISED FOR PERMIT	JT	JT	AS SHOWN	26/12/2020
27/12/2020	REVISED FOR PERMIT	JT	JT	AS SHOWN	27/12/2020
28/12/2020	REVISED FOR PERMIT	JT	JT	AS SHOWN	28/12/2020
29/12/2020	REVISED FOR PERMIT	JT	JT	AS SHOWN	29/12/2020
30/12/2020	REVISED FOR PERMIT	JT	JT	AS SHOWN	30/12/2020
31/12/2020	REVISED FOR PERMIT	JT	JT	AS SHOWN	31/12/2020

PROJECT INFORMATION
 PROJECT TITLE: PLAN SHOWING PROPOSED EASEMENT FOR CRANE SWING ZONE AT SECTION PART OF COMMON CRANE SWING ZONE
 PROJECT NO: 11833173
 DRAWING NO: 11833173-03-250-PIT-2020
 SHEET NO: 2 OF 2 SHEETS
 SHEET TITLE: SECTION C-C

CLIENT INFORMATION
 CLIENT: METRO SYDNEY
 PROJECT MANAGER: JIMMY WONG
 PROJECT ENGINEER: JIMMY WONG
 PROJECT ARCHITECT: JIMMY WONG
 PROJECT SURVEYOR: JIMMY WONG

DESIGNER INFORMATION
 DESIGNER: RPS AUSTRALIA EAST PTY LTD (ABN 44 840 252 763)
 LEVEL 13 - 255 PITT STREET SYDNEY NSW 2000
 T: 02 8258 8200 F: 02 8258 8202
 www.rpsgroup.com.au
 RPS AUSTRALIA EAST PTY LTD (ABN 44 840 252 763)
 LEVEL 13 - 255 PITT STREET SYDNEY NSW 2000
 T: 02 8258 8200 F: 02 8258 8202
 www.rpsgroup.com.au
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DATE
 20/12/2020

SCALE
 AS SHOWN

PROJECT NO
 11833173

DRAWING NO
 11833173-03-250-PIT-2020

SHEET NO
 2 OF 2 SHEETS

SHEET TITLE
 SECTION C-C

PROJECT TITLE
 PLAN SHOWING PROPOSED EASEMENT FOR CRANE SWING ZONE AT SECTION PART OF COMMON CRANE SWING ZONE

PROJECT NO
 11833173

DRAWING NO
 11833173-03-250-PIT-2020

SHEET NO
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SHEET TITLE
 SECTION C-C

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 JIMMY WONG

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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**

Sydney Metro by its delegate declares, with the approval of Her 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 section 38C and clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

JON LAMONTE
Chief Executive
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, shown marked "(S)" in Drawing No. SMCSWSPS-RPS-PSS-SR-DWG-000001-B – 294-294B Pitt St, a copy of which is set out in Schedule 3.

SCHEDULE 2

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) 1 February 2023; and
 - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under clause 1.3(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 Registry Services 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 any 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 Sydney Metro (ABN 12 354 063 515), a New South Wales Government agency constituted by section 38 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 each Easement, excluding the section titled "Easement summary" and including the general provisions set out in this clause 2.

Easement means each 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 described 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 using and accessing the Easement Site for:

- (a) setting up, dismantling and removing an unloaded crane;
- (b) slewing, suspending and swinging an unloaded crane and otherwise operating an unloaded crane; and
- (c) having an unloaded crane overhang in the Easement Site.

TRANSPORT ADMINISTRATION ACT 1988

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

**Notice of Compulsory Acquisition of Interest in Land for the Purposes of the
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JON LAMONTE
Chief Executive
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 James and County of Cumberland, being that part of Lot 1 in Deposited Plan 68635, shown marked "(S)" in Drawing No. SMCSWSPN-RPS-PSN-SR-DWG-000001-B.02 – 171 Castlereagh St, a copy of which is set out in Schedule 3.

SCHEDULE 2

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) 1 June 2023; and
 - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under clause 1.3(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 Registry Services NSW. The Authority Benefited shall bear the reasonable cost of removing the Easement from the title of the Lot Burdened, including registration fees payable to Land Registry Services 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**

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Authority Benefited means Sydney Metro (ABN 12 354 063 515), a New South Wales Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW).

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Lot Burdened means the Lot described 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.

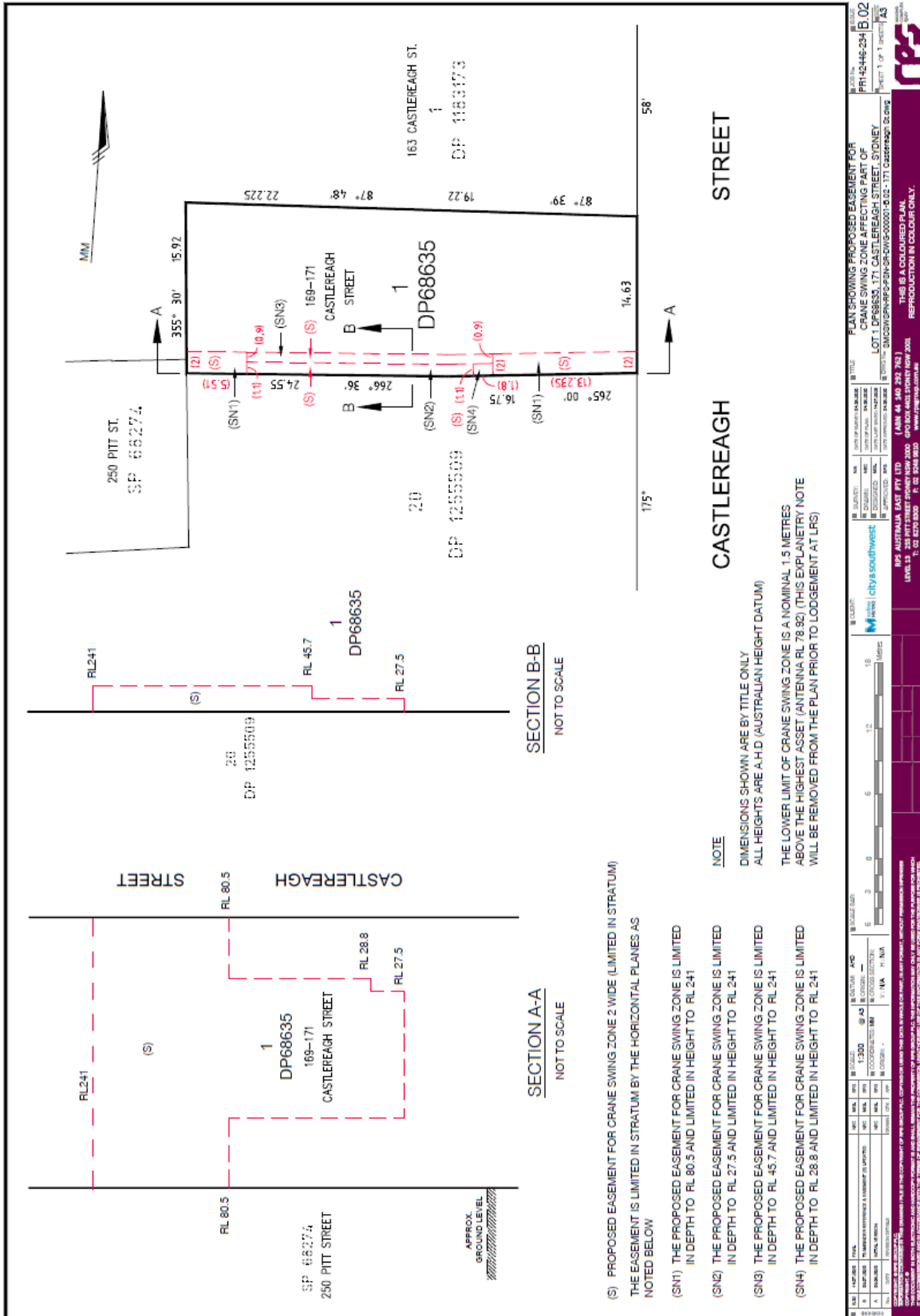
Owner of the Lot Burdened means every person who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened and any Owners Corporation in relation to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

- (a) setting up, dismantling and removing an unloaded crane;
- (b) slewing, suspending and swinging an unloaded crane and otherwise operating an unloaded crane; and
- (c) having an unloaded crane overhang in the Easement Site.

SCHEDULE 3



(Sydney Metro Document Number: SM20/001758)

LOCAL GOVERNMENT ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

NOTICE OF COMPULSORY ACQUISITION OF LAND

Riverina Water County Council declares with the approval of Her Excellency the Governor that the land and interests described in the Schedule below, are acquired by compulsory process in accordance with the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the construction of water supply infrastructure and associated access.

Dated at *Wagga Wagga* this *18th* day of *December* 2020



General Manager

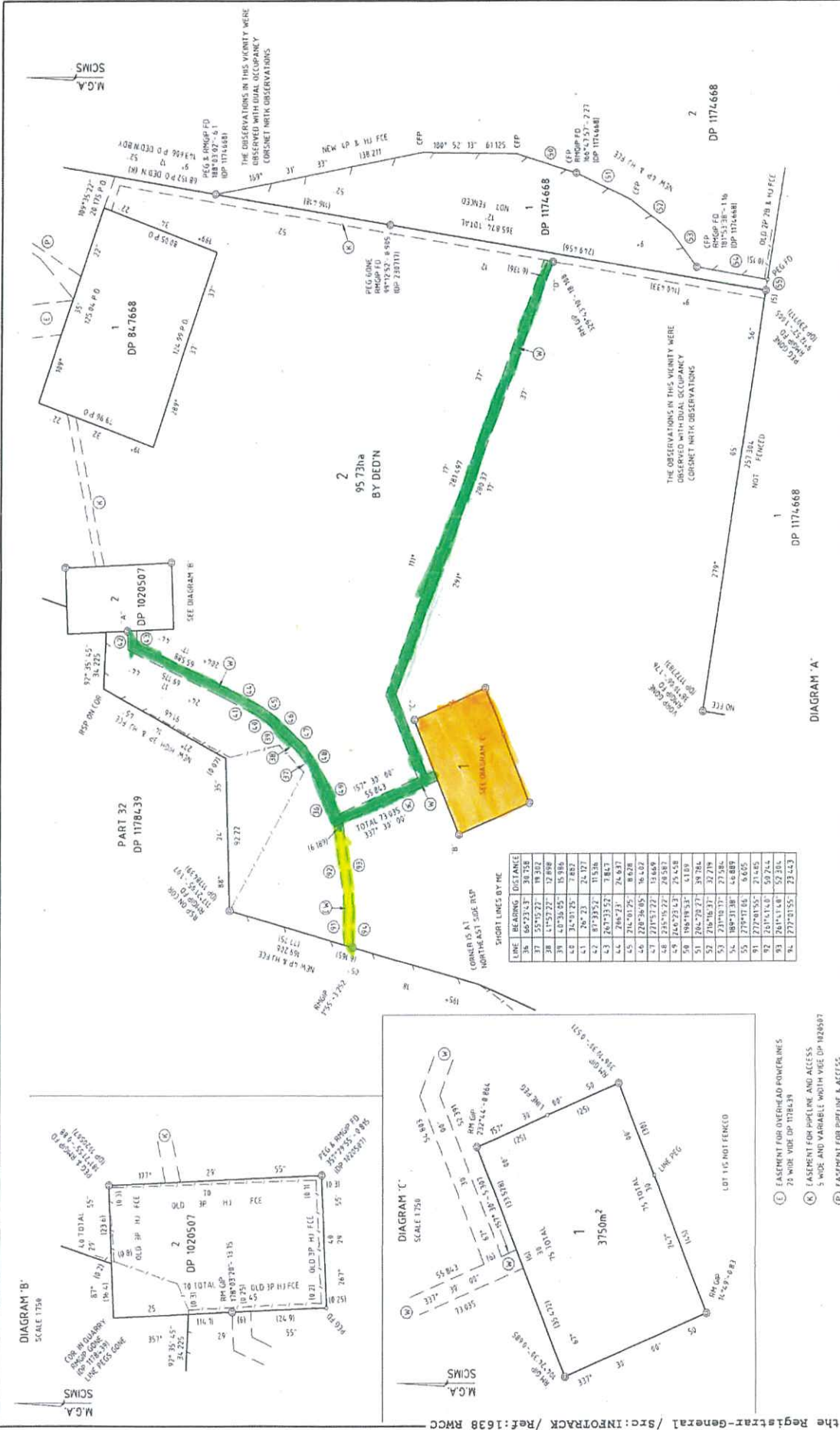
Schedule

Lot 1 DP1257693 being part of the land
comprised in Certificate of Title 53/1181931

Easement for Right of Carriageway 6 wide, marked CW shown over Lot 2
DP1257693

Easement for Water Supply 6 wide, marked W over Lot 2 DP1257693

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



Registered DP1257693

17/10/2019

PLAN OF ACQUISITION AND PROPOSED EASEMENT FOR WATER SUPPLY 6 WIDE AND PROPOSED RIGHT OF CARRIAGE WAY 6 WIDE AFFECTING LOT 5.3 IN DP 1181931

U/L: WCGA WCGA
Locality: LLOID
Subdivision No: _____
Lengths are in metres Reduction ratio 1:500

Surveyor: MICHAEL MATTHEW SLINGER
Date of Survey: 17 MAY 2018
Surveyor's Ref.: 242037

- (L) EASEMENT FOR OVERHEAD POWERLINES 2.5 WIDE DP 1178439
- (A) EASEMENT FOR PIPELINE AND ACCESS 5 WIDE AND VARIABLE WIDTH VUE DP 1182697
- (P) EASEMENT FOR PIPELINE & ACCESS 5 WIDE AND VARIABLE VUE DP 82188
- (C) PROPOSED EASEMENT FOR WATER SUPPLY 6 WIDE
- (W) PROPOSED RIGHT OF CARRIAGE WAY 6 WIDE