



Government Gazette

of the State of

New South Wales

Number 641–Compulsory Acquisitions

Friday, 17 December 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.

Each notice in the Government Gazette has a unique reference number that appears in parentheses at the end of the notice and can be used as a reference for that notice (for example, (n2019-14)).

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To submit a notice for gazettal, see the Gazette page.

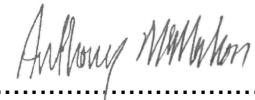
LOCAL GOVERNMENT ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

NOTICE OF COMPULSORY ACQUISITION OF LAND

Bega Valley Shire Council declares with the approval of Her Excellency the Governor that the 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 purpose of the sewerage treatment plant at Bermagui.

Dated at Bega this 10th day of December 2021



.....
General Manager

Schedule

Easement for sewer rising main 4 wide & variable width marked (E) and shown in DP1225602 over Lot 158 DP752130 being part of the land comprised in 158/752130

Easement for sewer rising main 4 wide & variable width marked (E) and shown in DP1225602 over Lot 250 DP752130 being part of the land comprised in 250/752130

Easement for sewer rising main 4 wide & variable width marked (E) and shown in DP1225602 over Lot 1 DP721389 being part of the land comprised in 1/721389

Easement for sewer rising main 4 wide & variable width marked (E) and shown in DP1225602 over part of the Bermagui State Forest No. 142

Right of carriageway over track in use marked (R) and shown in DP1225602 over Lot 158 DP752130 being part of the land comprised in 158/752130

Right of carriageway over track in use marked (R) and shown in DP1225602 over Lot 250 DP752130 being part of the land comprised in 250/752130

Right of carriageway over track in use marked (R) and shown in DP1225602 over Lot 1 DP721389 being part of the land comprised in 1/721389

Right of carriageway over track in use marked (R) and shown in DP1225602 over part of the Bermagui State Forest No. 142

Easement for sewer rising main 5 wide shown in DP1225605 over Lot 307 DP735144 being part of the land comprised in 307/735144

Easement for sewer rising main 5 wide shown in DP1225605 over Lot 8 DP250333 being part of the land comprised in 8/250333

Easement for sewer rising main 5 wide shown in DP1225605 over Lot 1 DP824394 being part of the land comprised in 1/824394

Easement for sewer rising main 5 wide shown in DP1225605 over Lot 145 DP752130 being part of the land comprised in Auto Consol 14355-244

Easement for sewer rising main 5 wide shown in DP1225605 over Lot 7044 DP1020269 being part of the land comprised in 7044/1020269

Easement for sewage treatment works marked (A) and shown in DP1225605 over Lot 3 DP599423 being part of the land comprised in 3/599423

Easement for sewage treatment works marked (A) and shown in DP1225605 over Lot 287 DP1151605 being part of the land comprised in 287/1151605

TRANSPORT ADMINISTRATION ACT 1988

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of 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 the Schedules 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*.

PETER REGAN
Chief Executive
Sydney Metro

SCHEDULE 1

An easement for rock anchors 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 "(RA)" on PPN DP1276447, a copy of which is set out in Schedule 3.

SCHEDULE 2

1. EASEMENT FOR ROCK ANCHORS

1.1 Easement summary

This Easement provides the Authority Benefited with the right to have the Rock Anchors remain on the Easement Site at all times until the expiry of the Easement under clause 1.3.

1.2 Terms of the Easement

The Owner of the Lot Burdened grants to the Authority Benefited full, free and unimpeded right for the Authority Benefited to have the Rock Anchors remain on the Easement Site at all times until the expiry of the Easement under clause 1.3, where the Rock Anchors were installed on the Easement Site by the Authority Benefited or its Authorised Users:

- (a) pursuant to this Easement; or
- (b) prior to the acquisition of this Easement.

1.3 Expiry of the Easement

- (a) At any time after 31 May 2023, the Owner of the Lot Burdened may notify the Authority Benefited in writing that the Owner of the Lot Burdened intends to cut or de-stress the Rock Anchors for the purpose of redevelopment of the Lot Burdened.
- (b) As soon as practicable after the date on which the Rock Anchors are cut or de-stressed in accordance with clause 1.3(a), the Owner of the Lot Burdened must provide written evidence to the reasonable satisfaction of the Authority Benefited that the Rock Anchors have been cut or de-stressed (including any other information the Authority Benefited may reasonably require for this purpose).
- (c) Following receipt of the information referred to in clause 1.3(b) and the Authority Benefited confirming in writing to the Owner of the Lot Burdened that the Authority Benefited is satisfied that the Rock Anchors have been cut or de-stressed, this Easement will expire on the date of such confirmation.
- (d) If this Easement has expired under clause 1.3(c):
 - (i) the Owner of the Lot Burdened and the Authority Benefited must, if requested by the other party, 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; and
 - (ii) whether or not the Easement has been removed from the title of the Lot Burdened under clause 1.3(d)(i), the Owner of the Lot Burdened may at any time after the Easement has expired under clause 1.3(c), at its risk and cost, cut the Rock Anchors at any location within the Easement Site and otherwise deal with any part of the Rock Anchors within the Easement Site as the Owner of the Lot Burdened sees fit.

- (e) For the avoidance of doubt, nothing in this Easement requires the Authority Benefited to de-stress, cut or remove any Rock Anchors installed on the Easement Site.

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

Conditions means the conditions contained in this Easement, excluding the section titled "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 set out in Schedule 1 of the Acquisition Notice.

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

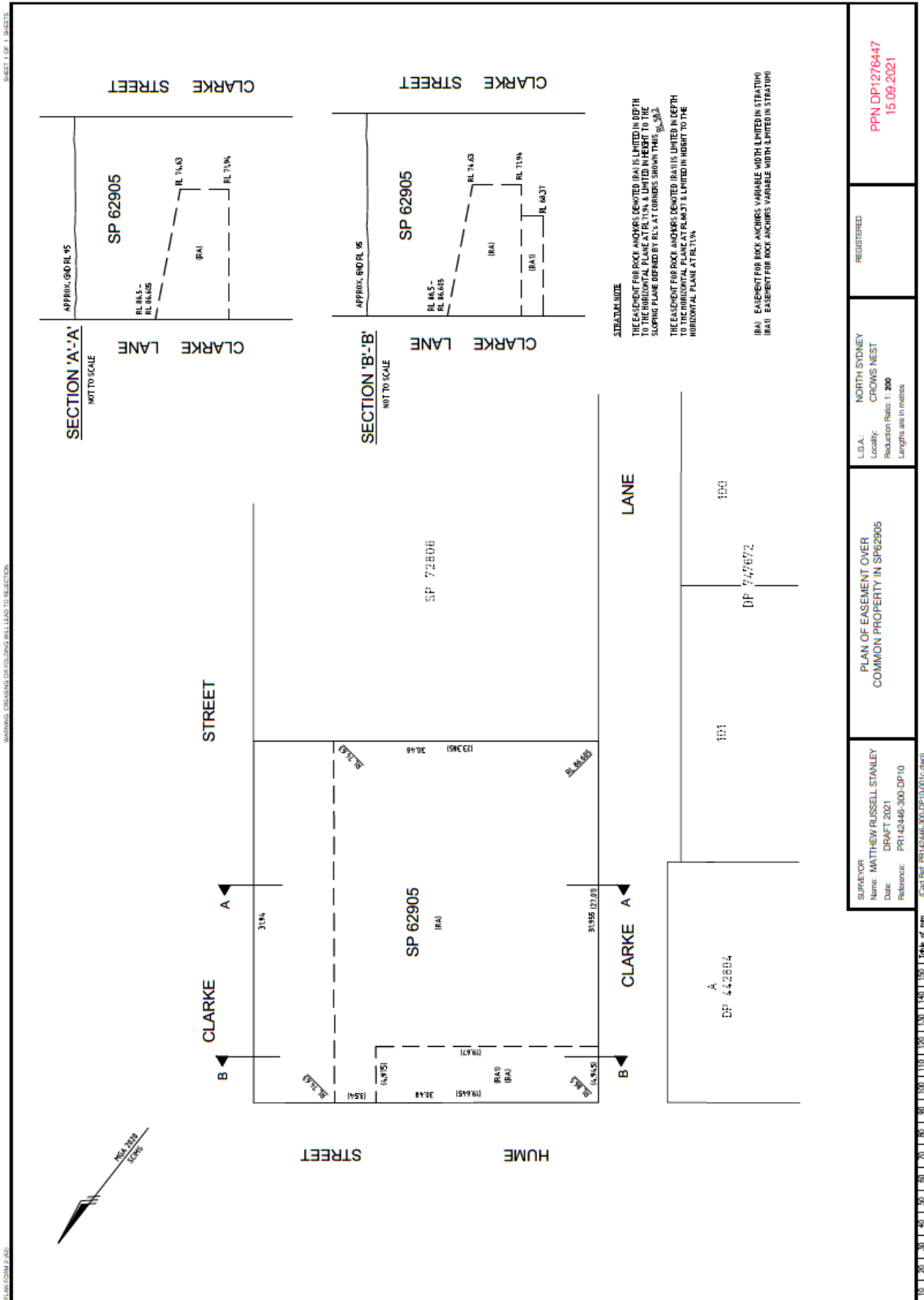
Lot Burdened means the Lot set out in Schedule 1 of the Acquisition Notice.

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.

Rock Anchors means ground anchors, rock anchors, rock bolts, rock pinning, soil nails, rock dowels and other structures or equipment for the purpose of supporting or protecting the works on land owned by the Authority Benefited or underpinning and supporting improvements erected on the Lot Burdened.

SCHEDULE 3



SHEET 1 OF 1 SHEETS

WARNING: CERTAIN INFORMATION WILL LEAD TO SECTION

PLAN NUMBER 2/20

STRAIGHT MODE
 THE SLOPE OF ROCK ANCHORS (RCA) IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE STRATHI. LIMITED IN DEPTH TO THE SLOPING PLANE DEFINED BY RL AT CORNERS SHOWN THIS RL 68.37.
 THE SLOPE OF ROCK ANCHORS (RCA) IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE STRATHI. LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 71.94.

(RA) EASEMENT FOR ROCK ANCHORS VARIABLE WIDTH LIMITED IN STRATHI
 (RAI) EASEMENT FOR ROCK ANCHORS VARIABLE WIDTH LIMITED IN STRATHI

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: DRAFT 2021 Reference: PR142446-300-DP-10 (Code Ref: PR142446-300-DP-10-01-C-30)	PLAN OF EASEMENT OVER COMMON PROPERTY IN SP62905	L.G.A.: NORTH SYDNEY Locality: CROWS NEST Reduction Ratio: 1:200 Lengths are in metres	REGISTERED PPN: DP1276447 15.09.2021
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(Sydney Metro Document Number: SM/21-001580)

ROADS ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land at Homebush in the Strathfield Council Area

Transport for NSW by its delegate declares, with the approval of Her Excellency the Governor, that the land described in the schedules below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* for the purposes of the *Roads Act 1993*.

K DURIE
Statutory Land Transactions Manager
Transport for NSW

Schedule 1

All those pieces or parcels of land situated in the Strathfield Council area, Parish of Concord and County of Cumberland, shown as Lots 51 and 52 Deposited Plan 1267254, being parts of the land in Certificate of Title 11/1216470, excluding any existing easements from the compulsory acquisition of the said Lots 51 and 52.

The land is said to be in the possession of Strathfield Council.

Schedule 2

A right of access in gross and an easement for repairs in gross as provided by Schedule 4A of the *Conveyancing Act 1919*, over the land situated in the Strathfield Council area, Parish of Concord and County of Cumberland, described below:

Land Burdened

The sites designated [P] and [Q] in Deposited Plan 1267254 and described thereon respectively as “proposed easement for access and maintenance variable width” and “proposed easement for access and maintenance variable width limited in height lying below Lot 52” being parts of the land in Certificate of title 11/1216470.

The land is said to be in the possession of Strathfield Council.

(TFNSW Papers: SF2021/126766; RO SF2015/023660)

ROADS ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land at Korora in the Coffs Harbour City Council Area

Transport for NSW by its delegate declares, with the approval of Her Excellency the Governor, that the land described in the schedule below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* for the purposes of the *Roads Act 1993*.

S A WEBB

Statutory Land Transactions Manager

Transport for NSW

Schedule

All that piece or parcel of land situated in the Coffs Harbour City Council area, Parish of Coff and County of Fitzroy, shown as Lot 303 Deposited Plan 1272182, being part of the land in Certificate of Title 10/1158363, excluding any existing easements from the compulsory acquisition of the said Lot 303.

The land is said to be in the possession of Kamaljit Singh Dhariwal, Raghvir Kaur Dhariwal and Pritpal Singh Dhariwal (registered proprietors) and National Australia Bank Limited (mortgagee).

(TfNSW Papers: SF2020/215860)

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*.

PETER REGAN
Chief Executive
Sydney Metro

SCHEDULE 1

An easement for rock anchors 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 76907, shown marked "(E)" in Deposited Plan 1263661, a copy of which is set out in Schedule 3.

SCHEDULE 2

1. EASEMENT FOR ROCK ANCHORS

1.1 Easement summary

This Easement provides the Authority Benefited with the right to have the Rock Anchors remain on the Easement Site at all times until the expiry of the Easement under clause 1.4.

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 the Easement Site at all times with or without Equipment for the Permitted Purpose and do anything reasonably necessary for that purpose including:
 - (A) entering the Easement Site; and
 - (B) taking anything on to the Easement Site; and
 - (ii) have the Rock Anchors remain on the Easement Site at all times until the expiry of the Easement under clause 1.4.
- (b) In exercising its rights under this Easement, the Authority Benefited must:
 - (i) subject to clause 1.4(d), make good any damage to the Easement Site, the Lot Burdened and the Building to the extent caused by the Authority Benefited;
 - (ii) 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;
 - (iii) 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
 - (iv) comply with all relevant laws relating to the exercise of those rights.

1.3 Excavation Works

- (a) If the Owner of the Lot Burdened proposes to carry out Excavation Works, the Owner of the Lot Burdened may give the Authority Benefited notice of:
 - (i) the proposed Excavation Works; and
 - (ii) the proposed date on which the Owner of the Lot Burdened anticipates that it will commence the Excavation Works.
- (b) Following receipt of the notice referred to in paragraph (a) (along with any additional information regarding the proposed Excavation Works reasonably requested by the Authority Benefited), the Authority Benefited will promptly notify the Owner of the Lot Burdened of:
 - (i) the Rock Anchors (if any) within the Easement Site that may be cut through by or on behalf of the Owner of the Lot Burdened as part of the carrying out of the Excavation Works; and

- (ii) the earliest date on which the Owner of the Lot Burdened may cut through those Rock Anchors.
- (c) If the Owner of the Lot Burdened makes any changes to the extent of or date of commencement of the proposed Excavation Works after the date of the notice referred to in paragraph (b), the Owner of the Lot Burdened must promptly give the Authority Benefited notice of those changes, and the Authority Benefited will promptly notify the Owner of the Lot Burdened of any changes to the notice referred to in paragraph (b) as a consequence of the changes to the proposed Excavation Works.
- (d) At any time from the date referred to in clause 1.3(b)(ii), the Owner of the Lot Burdened may at its cost, cut the Rock Anchors set out in the notice provided by the Authority Benefited under paragraph (b) (as amended under paragraph (c)). The Authority Benefited has no obligation to remove the Rock Anchors from the Easement Site.

1.4 **Expiry of the Easement**

- (a) This Easement will expire on the date that is the earlier of:
 - (i) 31 May 2028; and
 - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice that all of the Rock Anchors within the Easement Site have been rendered redundant (whether as a result of Excavation Works or otherwise).
- (b) If this Easement has expired under paragraph (a), the Owner of the Lot Burdened and the Authority Benefited (if requested by the Owner of the Lot Burdened) 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.
- (c) Following the expiry of the Easement pursuant to paragraph (a) the Owner may deal with any part of the Rock Anchors within the Easement Site as the Owner of the Lot Burdened sees fit.
- (d) The Authority Benefited has no obligation to remove the Rock Anchors from the Easement Site.

1.5 **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 this 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.

Excavation Works means any works on the Lot Burdened which include excavation of any part of the Easement Site.

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 all works and activities associated with the Rock Anchors existing on the Easement Site on and from the Acquisition Date, including maintenance, replacement and/or removal of the Rock Anchors.

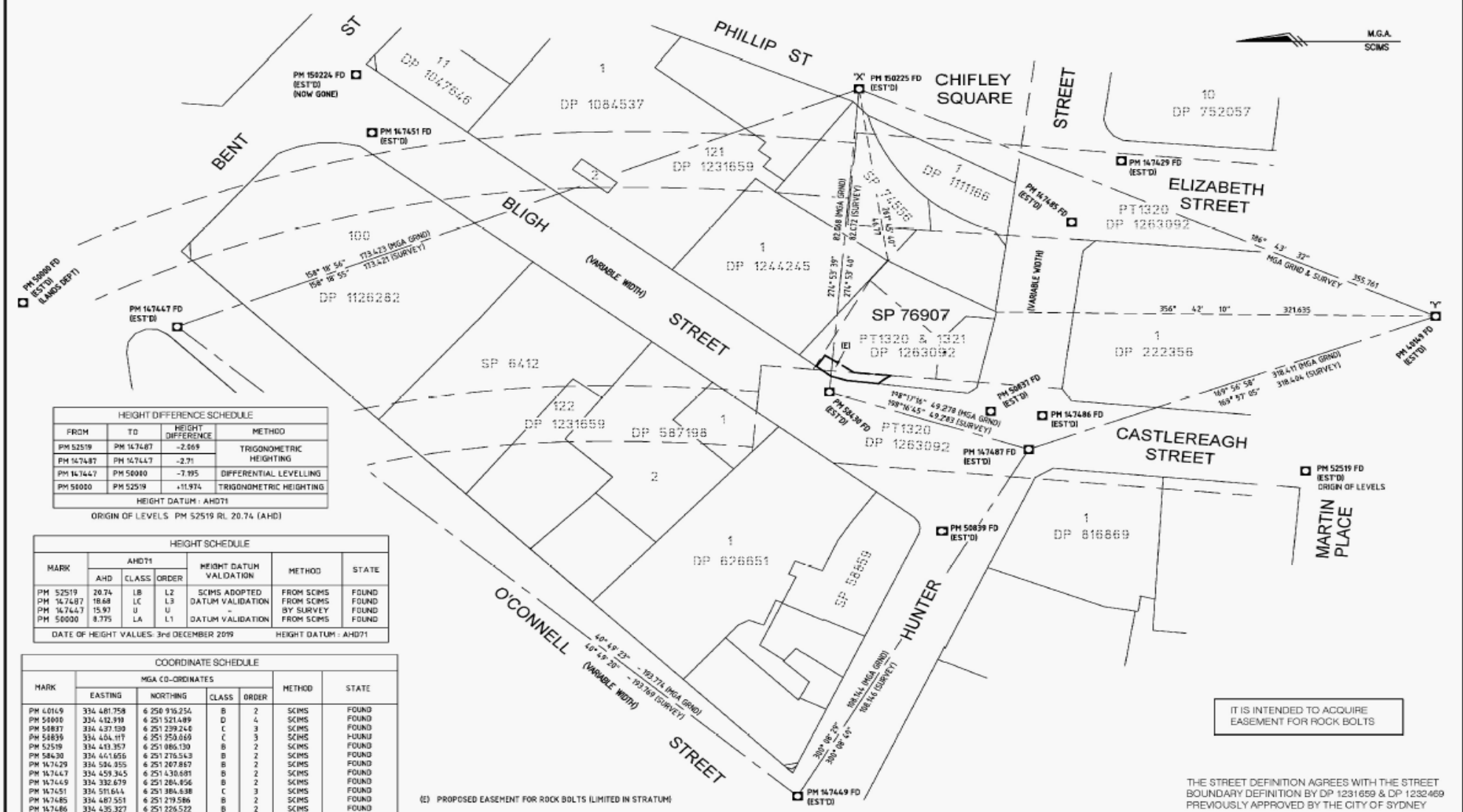
Project means the design, construction (including any demolition required to enable construction to proceed or as a necessary part of any construction), operation and maintenance of the Sydney Metro City & Southwest project on land adjoining or in the vicinity of the Lot Burdened.

Project Land means land acquired by the Authority Benefited for the purposes of the Project.

Rock Anchors means ground anchors, rock anchors, rock bolts, rock pinning, soil nails, rock dowels and other structures or equipment located on the Easement Site at the Acquisition Date.

SCHEDULE 3

PLANFORM 2 (PS) WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION SHEET 1 OF 3 SHEETS



FROM	TO	HEIGHT DIFFERENCE	METHOD
PM 52519	PM 147487	-2.569	TRIGONOMETRIC HEIGHTING
PM 147487	PM 147447	-2.71	TRIGONOMETRIC HEIGHTING
PM 147447	PM 50000	-7.195	DIFFERENTIAL LEVELLING
PM 50000	PM 52519	+11.974	TRIGONOMETRIC HEIGHTING

HEIGHT DATUM : AHD71
ORIGIN OF LEVELS : PM 52519 RL 20.74 (AHD)

MARK	AHD71		HEIGHT DATUM VALIDATION	METHOD	STATE
	AHD	CLASS ORDER			
PM 52519	20.74	L8 L2	SCMS ADOPTED	FROM SCMS	FOUND
PM 147487	18.68	L3 L3	DATUM VALIDATION	FROM SCMS	FOUND
PM 147447	15.97	U U	DATUM VALIDATION	BY SURVEY	FOUND
PM 50000	8.775	LA L1	DATUM VALIDATION	FROM SCMS	FOUND

DATE OF HEIGHT VALUES: 3rd DECEMBER 2019 HEIGHT DATUM : AHD71

MARK	MGA CO-ORDINATES		CLASS	ORDER	METHOD	STATE
	EASTING	NORTHING				
PM 40149	334 481.758	6 250 916.254	B	2	SCMS	FOUND
PM 50000	334 432.919	6 251 521.489	D	4	SCMS	FOUND
PM 58837	334 427.539	6 251 239.246	C	3	SCMS	FOUND
PM 58839	334 404.117	6 251 350.020	C	3	SCMS	FOUND
PM 52519	334 413.357	6 251 086.130	B	2	SCMS	FOUND
PM 58420	334 441.656	6 251 276.543	B	2	SCMS	FOUND
PM 147429	334 534.855	6 251 207.857	B	2	SCMS	FOUND
PM 147447	334 459.345	6 251 430.681	B	2	SCMS	FOUND
PM 147449	334 332.679	6 251 284.856	B	2	SCMS	FOUND
PM 147451	334 511.644	6 251 384.638	C	3	SCMS	FOUND
PM 147485	334 447.551	6 251 279.584	B	2	SCMS	FOUND
PM 147486	334 435.327	6 251 226.522	B	2	SCMS	FOUND
PM 147487	334 426.194	6 251 223.757	B	2	SCMS	FOUND
PM 150224	334 527.287	6 251 388.406	B	2	SCMS	FOUND (NOW GONE)
PM 150225	334 523.479	6 251 269.542	B	2	SCMS	FOUND

ADAPTED FROM SCMS: 3rd DECEMBER 2019 MGA ZONE: 56
COMBINED SCALE FACTOR: 0.999931 MGA DATUM : GDA94

IT IS INTENDED TO ACQUIRE EASEMENT FOR ROCK BOLTS

THE STREET DEFINITION AGREES WITH THE STREET BOUNDARY DEFINITION BY DP 1231659 & DP 1232469 PREVIOUSLY APPROVED BY THE CITY OF SYDNEY

(E) PROPOSED EASEMENT FOR ROCK BOLTS (LIMITED IN STRUTUM)

SURVEYOR
Name: DAVID WALLACE FAIRLIE
Date: 14.12.2019
Reference: PR142446-216-DP1

PLAN OF ACQUISITION FOR EASEMENT PURPOSES

LGA: SYDNEY
Locality: SYDNEY
Reduction Ratio: 1: 600
Lengths are in metres

REGISTERED
18/10/2021

DP1263661



SURVEY CONNECTIONS

PM 147451-PM 58430	212°55'30"-128.783
PM 58430-PM 50837	186°54'05"-31.58
PM 50837-PM 50839	288°09'00"-34.747
PM 50837-PM 147486	188°05'35"-12.846
PM 147486-PM 147487	289°29'00"-5.686
PM 147486-PM 147485	97°33'55"-52.691
PM 147485-PM 147429	125°23'05"-20.243
PM 147429-PM 150225	171°25'30"-64.649
PM 147449-PM 50839	16°26'40"-79.117

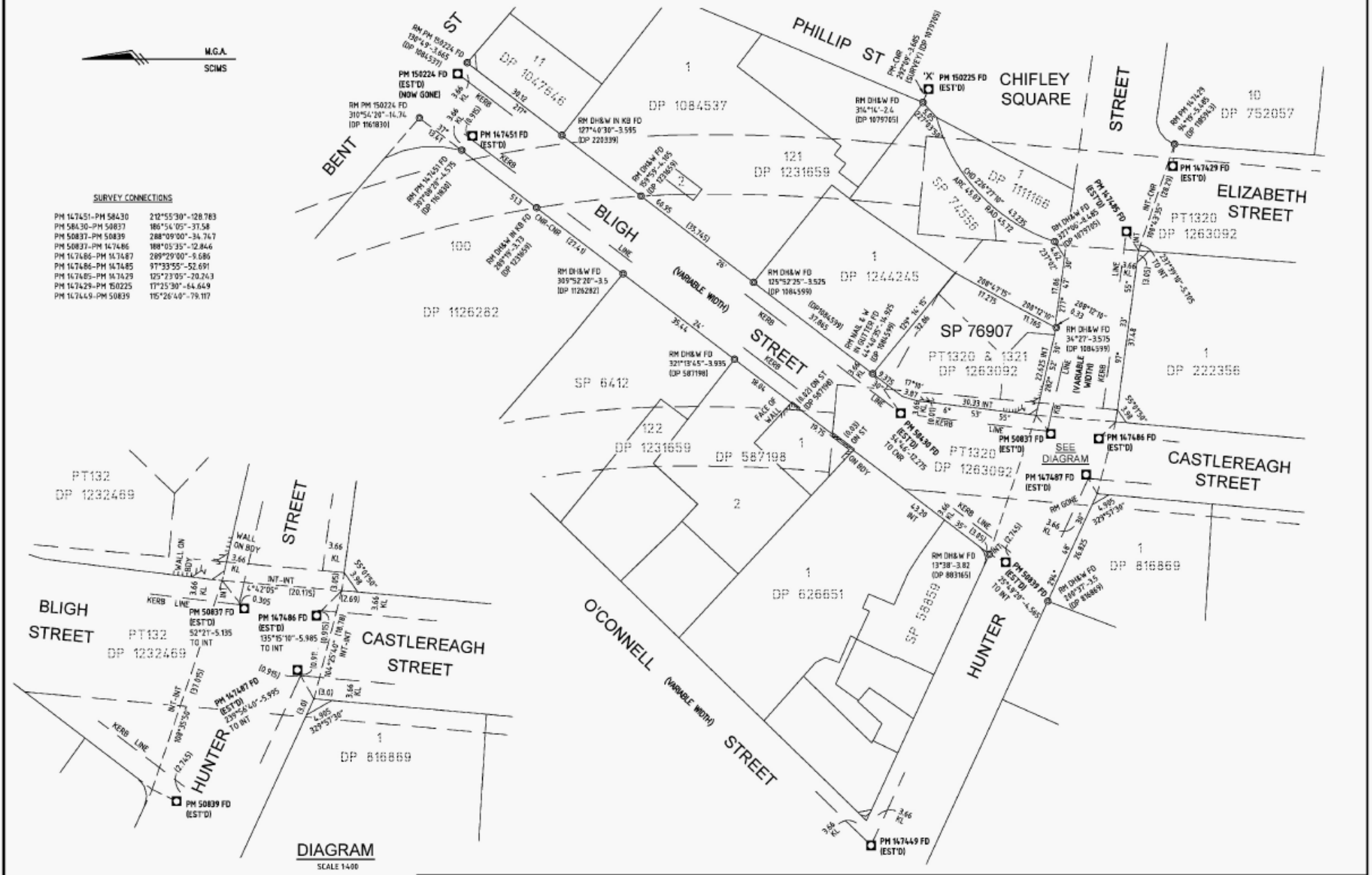

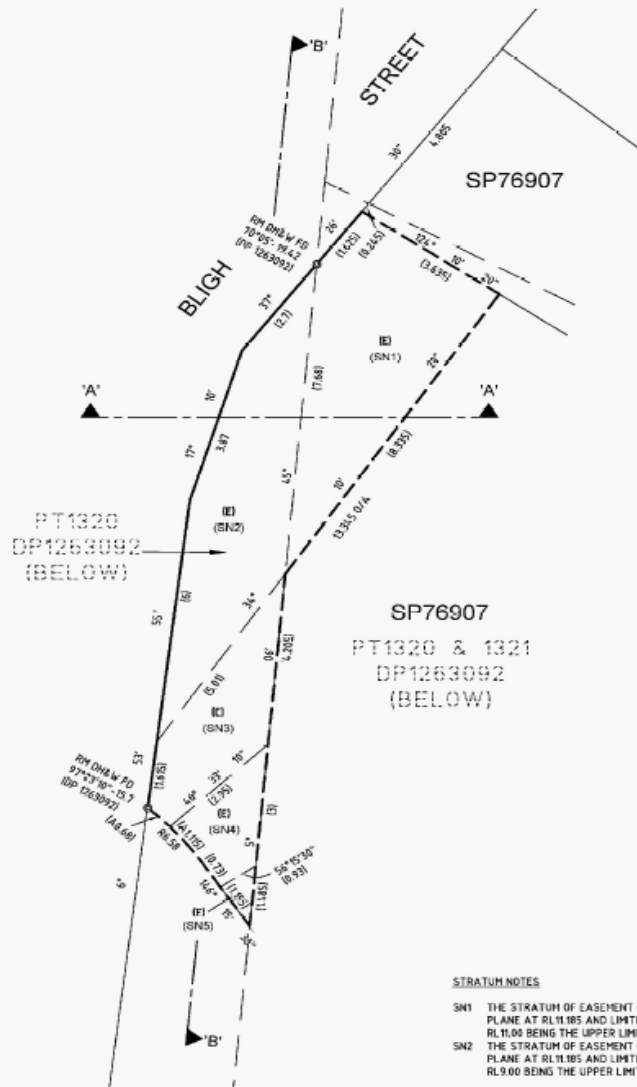


DIAGRAM
SCALE 1:400

<p>SURVEYOR Name: DAVID WALLACE FAIRLIE Date: 14.12.2019 Reference: PR142446-216-DP1</p>	<p>PLAN OF ACQUISITION FOR EASEMENT PURPOSES</p>	<p>L.G.A.: SYDNEY Locality: SYDNEY Reduction Ratio: 1: 600 Lengths are in metres</p>	<p>REGISTERED  18/10/2021</p>	<p>DP1263661</p>
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(IE) PROPOSED EASEMENT FOR ROCK BOLTS (LIMITED IN STRATUM)

STRATUM NOTES

- SN1 THE STRATUM OF EASEMENT (IE) IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL11.185 AND LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL11.00 BEING THE UPPER LIMIT OF LOT 1320 DP 1263092
- SN2 THE STRATUM OF EASEMENT (IE) IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL11.185 AND LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL9.00 BEING THE UPPER LIMIT OF LOT 1320 DP 1263092

- SN3 THE STRATUM OF EASEMENT (IE) IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL10.485 AND LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL9.00 BEING THE UPPER LIMIT OF LOT 1320 DP 1263092
- SN4 THE STRATUM OF EASEMENT (IE) IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL10.185 AND LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL9.00 BEING THE UPPER LIMIT OF LOT 1320 DP 1263092

- SN5 THE STRATUM OF EASEMENT (IE) IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL9.00 AND LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL9.00 BEING THE UPPER LIMIT OF LOT 1320 DP 1263092

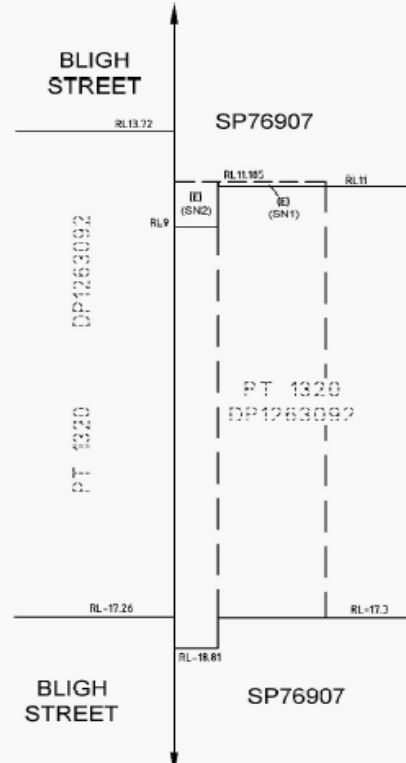
SURVEYOR
 Name: DAVID WALLACE FAIRLIE
 Date: 14.12.2019
 Reference: PR142446-216-DP1

PLAN OF ACQUISITION FOR EASEMENT PURPOSES

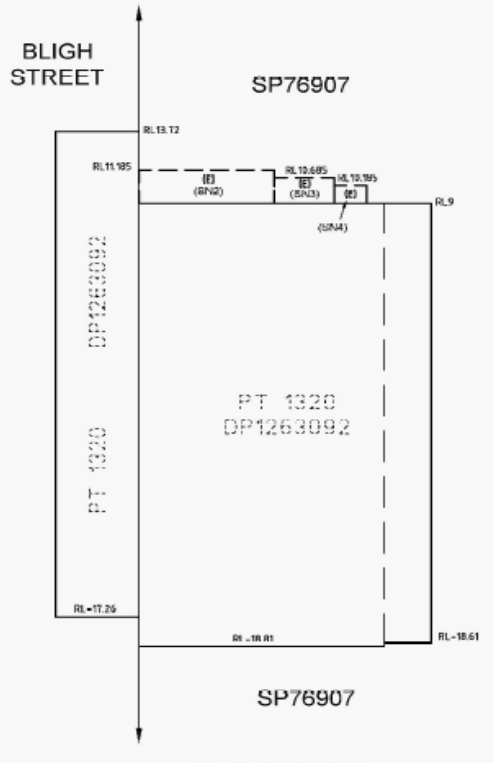
L.G.A.: SYDNEY
 Locality: SYDNEY
 Reduction Ratio: 1: 75
 Lengths are in metres

REGISTERED
 18/10/2021

DP1263661



SECTION 'A'-'A' NOT TO SCALE



SECTION 'B'-'B' NOT TO SCALE

ALL LEVELS SHOWN ARE ON AUSTRALIAN HEIGHT DATUM (A.H.D.)

(Sydney Metro Document Number: BN-SM-21-001429)

ROADS ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land at Cecil Park, Cecil Hills and Abbotsbury
in the Liverpool City Council and Fairfield City Council Areas

Transport for NSW by its delegate declares, with the approval of Her Excellency the Governor, that the land described in the schedules below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* for the purposes of the *Roads Act 1993*.

K DURIE
Statutory Land Transaction Manager
Transport for NSW

Schedule 1

All those pieces or parcels of land situated in the Liverpool City Council and Fairfield City Council areas, Parishes of Cabramatta and Melville and County of Cumberland, shown as:

Lot 4 Deposited Plan 1272682, being part of the land in Certificate of Title 1/875790;

Lots 5, 7, 8, 9 and 10 Deposited Plan 1272682, being parts of the land in Certificate of Title 3/1087825;

Lot 14 Deposited Plan 1274952, being part of the land in Certificate of Title 26A/387529;

Lot 15 Deposited Plan 1274952, being part of the land in Certificate of Title 26B/387529;

Lots 16 and 17 Deposited Plan 1274952, being parts of the land in Certificate of Title 6/629798;

Lot 18 Deposited Plan 1274952, being part of the land in Certificate of Title 1/724970;

Lot 21 Deposited Plan 1274952, being part of the land in Certificate of Title 1/1222339;

Lot 27 Deposited Plan 1274952, being part of the land in Certificate of Title 1/236527;

Lot 28 Deposited Plan 1274952, being part of the land in Certificate of Title 2/236527;

Lot 2 Deposited Plan 922940, being the whole of the land in Certificate of Title 2/922940;

Lot 28 Deposited Plan 654786, being the whole of the land in Certificate of Title 28/654786;

Lot 1 Deposited Plan 308358, being the whole of the land in Certificate of Title 1/308358;

Lots 9 and 10 Deposited Plan 1270973, being parts of the land in Certificate of Title 1/1041390;

Lot 13 Deposited Plan 1270973, being part of the land in Certificate of Title 2/1041390;

Lot 14 Deposited Plan 1270973, being part of the land in Certificate of Title 10/1021940;

Lot 15 Deposited Plan 1270973, being part of the land in Certificate of Title 11/1021940;

Lot 16 Deposited Plan 1270973, being part of the land in Certificate of Title 12/1021940;

Lot 17 Deposited Plan 1270973, being part of the land in Certificate of Title 13/1021940; and

Lot 18 Deposited Plan 1270973, being part of the land in Certificate of Title 14/1021940;

excluding any existing easement and the interest of any lessee or tenant from the compulsory acquisition of the land listed above.

The land is said to be in the possession of Western Sydney Parklands Trust.

Schedule 2

A lease for a specified period of four years, as described in Memorandum AR549325 recorded at NSW Land Registry Services, of all those pieces or parcels of land situated in the Liverpool City Council and Fairfield City Council areas, Parishes of Cabramatta and Melville and County of Cumberland, shown as:

Lot C in TfNSW Sketch No. SR5334-CAL, being part of the land in Certificate of Title 1/875790;

Lots A, B, D, E, F, G and S in TfNSW Sketch No. SR5334-CAL, being parts of the land in Certificate of Title 3/1087825;

Lot H in TfNSW Sketch No. SR5334-CAL, being part of the land in Certificate of Title 26B/387529;

Lot J in TfNSW Sketch No. SR5334-CAL, being part of the land in Certificate of Title 24/1152887;

Lots K, L and M in TfNSW Sketch No. SR5334-CAL, being parts of the land in Certificate of Title 1/724970;

Lot O in TfNSW Sketch No. SR5334-CAL, being part of the land in Certificate of Title 12/1021940;

Lot N in TfNSW Sketch No. SR5334-CAL, being part of the land in Certificate of Title 11/1021940;

Lot P in TfNSW Sketch No. SR5334-CAL, being part of the land in Certificate of Title 14/1021940;

Lot Q in TfNSW Sketch No. SR5334-CAL, being part of the land in Certificate of Title 1/1041390;

Lot R in TfNSW Sketch No. SR5334-CAL, being part of the land in Certificate of Title 11/860893;
and

Lot A in TfNSW Sketch No. SR5341-CAL, being part of the land in Certificate of Title 13/1021940;

excluding the interest of any lessee or tenant from the compulsory acquisition of the land listed above.

The land is said to be in the possession of Western Sydney Parklands Trust.

(TfNSW Papers: SF2021/087431; RO SF2019/158153)

ROADS ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land at North Boambee Valley, Coffs Harbour, Charlesworth Bay and Korora in the Coffs Harbour City Council Area

Transport for NSW by its delegate declares, with the approval of Her Excellency the Governor, that the land described in the schedule below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* for the purposes of the *Roads Act 1993*.

S A WEBB
Statutory Land Transactions Manager
Transport for NSW

Schedule

All those pieces or parcels of land situated in the Coffs Harbour City Council area, Parishes of Bonville, Coff and Moonee and Counties of Raleigh and Fitzroy, shown as:

Lot 15 Deposited Plan 1270484, being part of the land in Certificate of Title 32/1090175;

Lot 16 Deposited Plan 1270484, being part of the land in Certificate of Title 2/1088982, exclusive of the interest of Handybin Waste Services (Coffs Harbour) Pty Ltd (unregistered lessee);

Lot 410 Deposited Plan 726482, being the whole of the land in Certificate of Title 410/726482;

Lot 2 Deposited Plan 1269786, being part of the land in Certificate of Title 1/1254992;

Lot 8 Deposited Plan 1268665, being part of the land in Certificate of Title 142/1230427;

Lot 1 Deposited Plan 1175477, being the whole of the land in Certificate of Title 1/1175477;

Lot 2 Deposited Plan 1268448, being part of the land in Certificate of Title 2/1239745;

Lot 12 Deposited Plan 733005, being the whole of the land in Certificate of Title 12/733005;

Lot 31 Deposited Plan 1272544, being part of the land in Certificate of Title 3/841017, exclusive of the interest of P T Investment Group Pty Limited (lessee); and

Lot 2 Deposited Plan 802924, being the whole of the land in Certificate of Title 2/802924;

excluding any existing easements from the compulsory acquisition of the land listed above.

The land is said to be in the possession of Coffs Harbour City Council.

(TfNSW Papers: SF2020/071697)

TRANSPORT ADMINISTRATION ACT 1988

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of 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 the Schedules 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*.

PETER REGAN
Chief Executive
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 Concord, in the Local Government Area of Canada Bay, Parish of Concord and County of Cumberland, being that part of Lot 7 in Strata Plan 58094, shown marked "(A)" in Drawing No. SMWSDDS-RPS-BWT-SR-DWG-000242-B – Lot 7 2-4 Burton St Scaffold Plan, a copy of which is set out in Schedule 3.

SCHEDULE 2

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; and
 - (B) taking anything on to the Easement Site.
- (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 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:
 - (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) 2 September 2022; and
 - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under clause 1.3(a)(ii).
- (c) If this Easement has expired under clause 1.3(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 the 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.

Scaffolding means:

- (a) 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:
 - (i) the ground;
 - (ii) a class B hoarding structure;
 - (iii) a cantilevered support structure;
 - (iv) adjacent property roof structure(s); or
 - (v) 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; and
- (b) temporary roof protection such as plywood panels.

TRANSPORT ADMINISTRATION ACT 1988

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of 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 the Schedules 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*.

PETER REGAN
Chief Executive
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 Five Dock, in the Local Government Area of Canada Bay, Parish of Concord and County of Cumberland, being that part of Lot 1 in Deposited Plan 1258912, shown marked "(A)" in Drawing No. SMWSDDS-RPS-FDK-SR-DWG-000237-A St Albans Church Scaffold, a copy of which is set out in Schedule 3.

SCHEDULE 2

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; and
 - (B) taking anything on to the Easement Site.
- (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 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:
 - (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) 2 September 2022; and
 - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under clause 1.3(a)(ii).
- (c) If this Easement has expired under clause 1.3(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 the 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.

Scaffolding means:

- (a) 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:
 - (i) the ground;
 - (ii) a class B hoarding structure;
 - (iii) a cantilevered support structure;
 - (iv) adjacent property roof structure(s); or
 - (v) 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; and
- (b) temporary roof protection such as plywood panels.

TRANSPORT ADMINISTRATION ACT 1988

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of 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 the Schedules 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*.

PETER REGAN
Chief Executive
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 Concord, in the Local Government Area of Canada Bay, Parish of Concord and County of Cumberland, being that part of Lot 23 in Deposited Plan 71783, shown marked "(A)" in Drawing No. SMWSDDS-RPS-BWT-SR-DWG-000245-B – 8 Burton St Scaffold Plan, a copy of which is set out in Schedule 3.

SCHEDULE 2

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; and
 - (B) taking anything on to the Easement Site.
- (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 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:
 - (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) 2 September 2022; and
 - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under clause 1.3(a)(ii).
- (c) If this Easement has expired under clause 1.3(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 the 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.

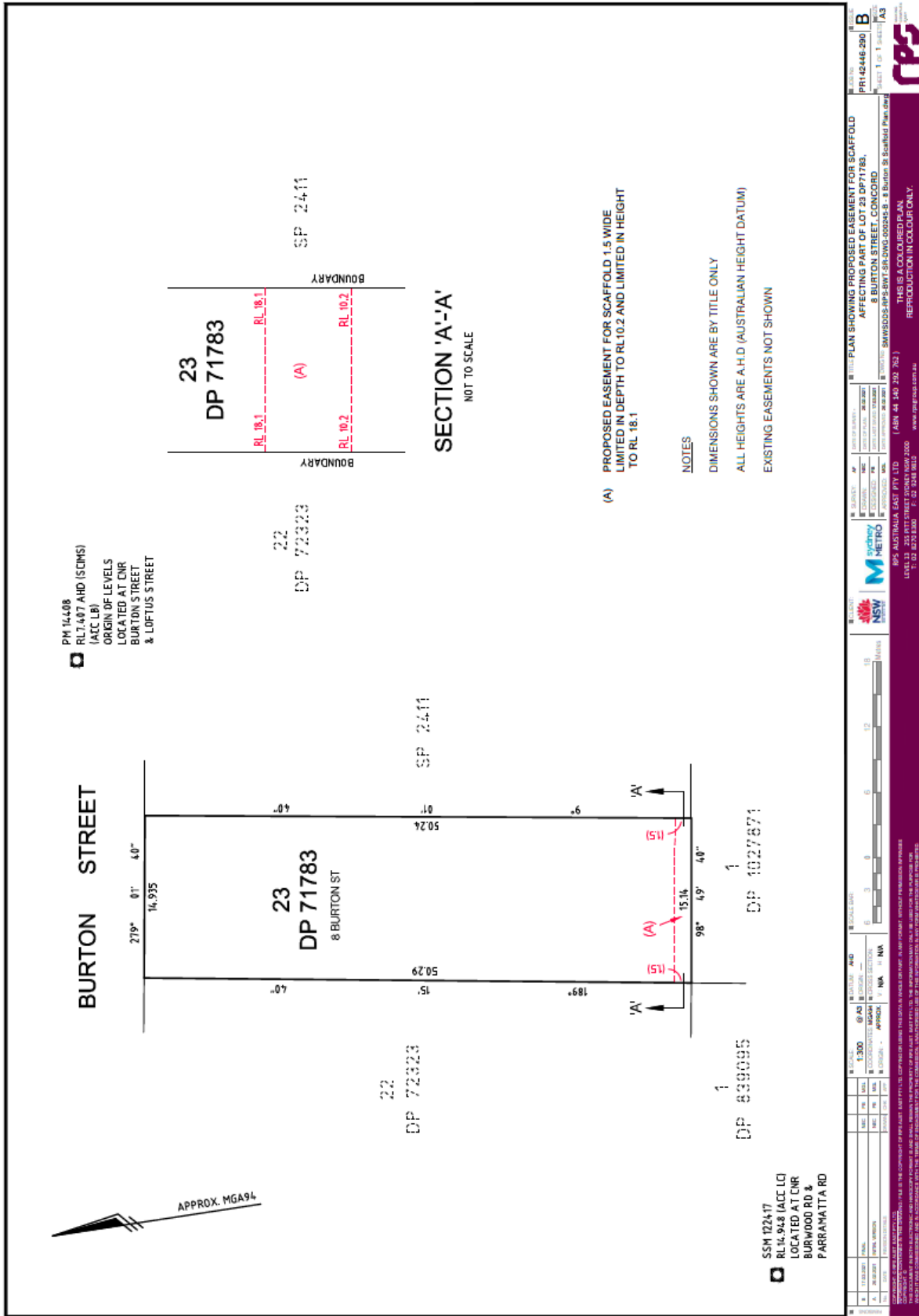
Owners Corporation means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW) or community association constituted under the *Community Land Development Act 1989* (NSW) and any similar body corporate serving the same functions and purposes as an owners corporation or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

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

Scaffolding means:

- (a) 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:
 - (i) the ground;
 - (ii) a class B hoarding structure;
 - (iii) a cantilevered support structure;
 - (iv) adjacent property roof structure(s); or
 - (v) 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; and
- (b) temporary roof protection such as plywood panels.

SCHEDULE 3



(Sydney Metro Document Number: SM21/001651)

TRANSPORT ADMINISTRATION ACT 1988

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of 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 the Schedules 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*.

PETER REGAN
Chief Executive
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 Concord, in the Local Government Area of Canada Bay, Parish of Concord and County of Cumberland, being that part of Lot 6 in Strata Plan 58094, shown marked "(A)" in Drawing No. SMWSDDS-RPS-BWT-SR-DWG-000243-B – Lot 6, 2-4 Burton St Scaffold Plan, a copy of which is set out in Schedule 3.

SCHEDULE 2

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; and
 - (B) taking anything on to the Easement Site.
- (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 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:
 - (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) 2 September 2022; and
 - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under clause 1.3(a)(ii).
- (c) If this Easement has expired under clause 1.3(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 the 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.

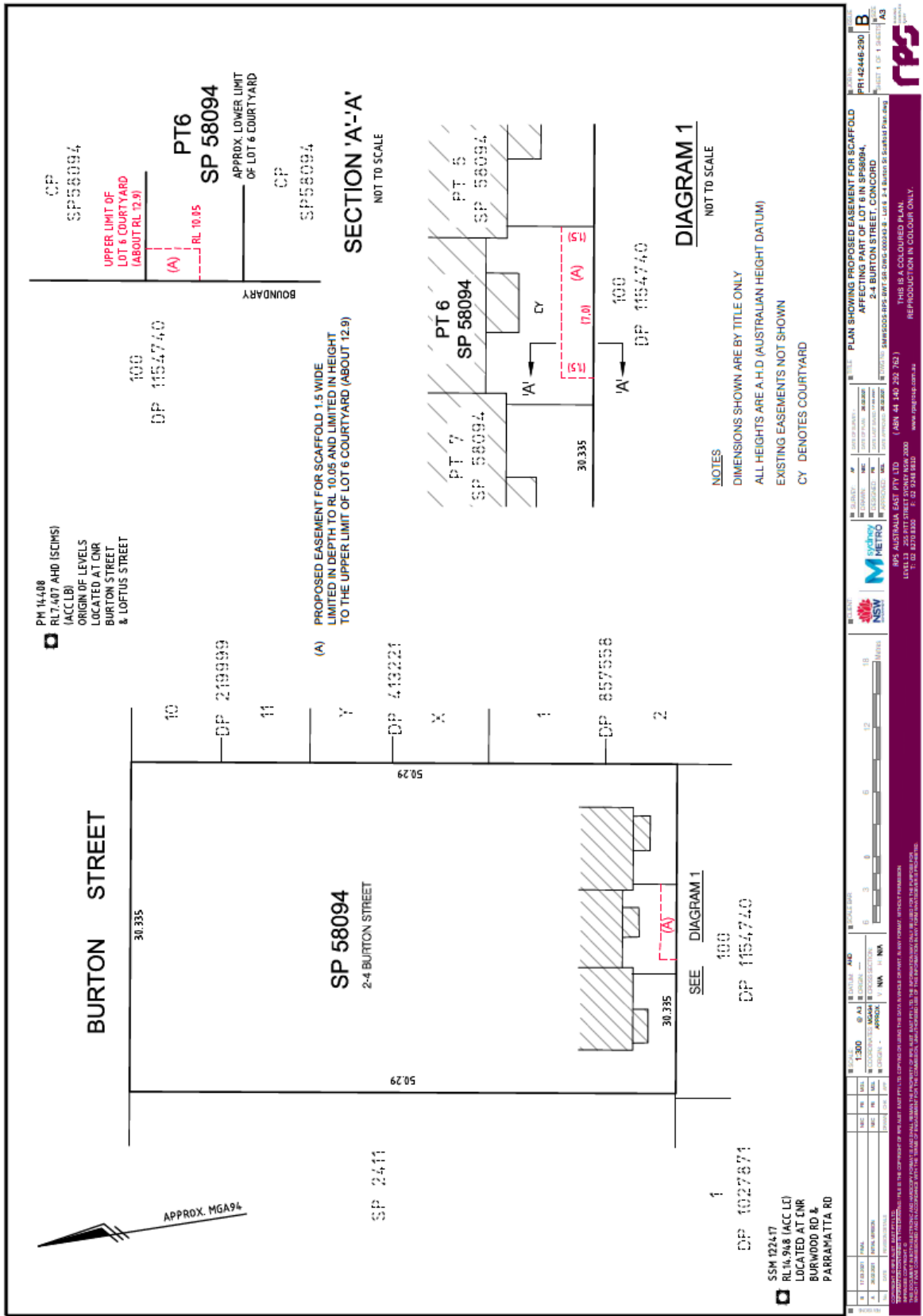
Owners Corporation means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW) or community association constituted under the *Community Land Development Act 1989* (NSW) and any similar body corporate serving the same functions and purposes as an owners corporation or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

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

Scaffolding means:

- (a) 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:
 - (i) the ground;
 - (ii) a class B hoarding structure;
 - (iii) a cantilevered support structure;
 - (iv) adjacent property roof structure(s); or
 - (v) 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; and
- (b) temporary roof protection such as plywood panels.

SCHEDULE 3



TRANSPORT ADMINISTRATION ACT 1988

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of 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 the Schedules 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*.

PETER REGAN
Chief Executive
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 Burwood, in the Local Government Area of Canada Bay, Parish of Concord and County of Cumberland, being that part of Lot 22 in Deposited Plan 72323, shown marked "(A)" in Drawing No. SMWSDDS-RPS-BWT-SR-DWG-000247-B – 10 Burton St Scaffold Plan, a copy of which is set out in Schedule 3.

SCHEDULE 2

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; and
 - (B) taking anything on to the Easement Site.
- (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 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:
 - (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) 2 September 2022; and
 - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under clause 1.3(a)(ii).
- (c) If this Easement has expired under clause 1.3(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 the 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.

Scaffolding means:

- (a) 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:
 - (i) the ground;
 - (ii) a class B hoarding structure;
 - (iii) a cantilevered support structure;
 - (iv) adjacent property roof structure(s); or
 - (v) 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; and
- (b) temporary roof protection such as plywood panels.

TRANSPORT ADMINISTRATION ACT 1988

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of 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 the Schedules 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*.

PETER REGAN
Chief Executive
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 Concord, in the Local Government Area of Canada Bay, Parish of Concord and County of Cumberland, being that part of Lot 2 in Deposited Plan 857558, shown marked "(A)" in Drawing No. SMWSDDS-RPS-BWT-SR-DWG-000240-B- 1 Loftus St Scaffold Plan, a copy of which is set out in Schedule 3.

SCHEDULE 2

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; and
 - (B) taking anything on to the Easement Site.
- (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 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:
 - (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) 2 September 2022; and
 - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under clause 1.3(a)(ii).
- (c) If this Easement has expired under clause 1.3(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 the 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.

Scaffolding means:

- (a) 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:
 - (i) the ground;
 - (ii) a class B hoarding structure;
 - (iii) a cantilevered support structure;
 - (iv) adjacent property roof structure(s); or
 - (v) 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; and
- (b) temporary roof protection such as plywood panels.

TRANSPORT ADMINISTRATION ACT 1988

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of 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 the Schedules 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*.

PETER REGAN
Chief Executive
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 Concord, in the Local Government Area of Canada Bay, Parish of Concord and County of Cumberland, being that part of Lot 5 in Strata Plan 58094, shown marked "(A)" in Drawing No. SMWSDDS-RPS-BWT-SR-DWG-000244-B – Lot 5 2-4 Burton St Scaffold Plan, a copy of which is set out in Schedule 3.

SCHEDULE 2

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; and
 - (B) taking anything on to the Easement Site.
- (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 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:
 - (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) 2 September 2022; and
 - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under clause 1.3(a)(ii).
- (c) If this Easement has expired under clause 1.3(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 the 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.

Scaffolding means:

- (a) 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:
 - (i) the ground;
 - (ii) a class B hoarding structure;
 - (iii) a cantilevered support structure;
 - (iv) adjacent property roof structure(s); or
 - (v) 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; and
- (b) temporary roof protection such as plywood panels.

TRANSPORT ADMINISTRATION ACT 1988

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of 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 the Schedules 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*.

PETER REGAN
Chief Executive
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 Concord, in the Local Government Area of Canada Bay, Parish of Concord and County of Cumberland, being that part of the Common Property in Strata Plan 58094, shown marked "(A)" in Drawing No. SMWSDDS-RPS-BWT-SR-DWG-000241-B – CP 2-4 Burton St Scaffold Plan, a copy of which is set out in Schedule 3.

SCHEDULE 2

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; and
 - (B) taking anything on to the Easement Site.
- (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 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:
 - (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) 2 September 2022; and
 - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under clause 1.3(a)(ii).
- (c) If this Easement has expired under clause 1.3(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 the 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.

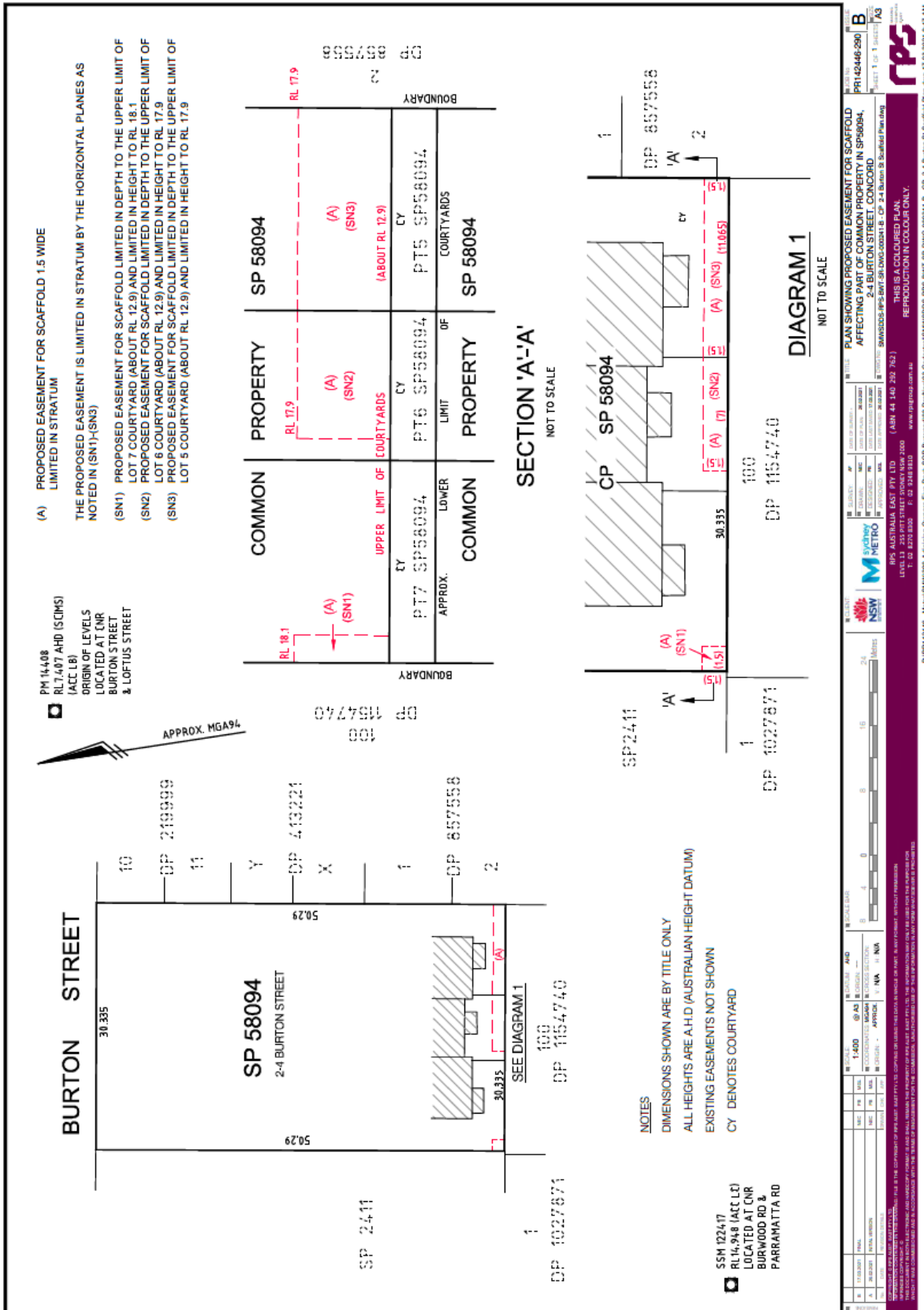
Owners Corporation means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW) or community association constituted under the *Community Land Development Act 1989* (NSW) and any similar body corporate serving the same functions and purposes as an owners corporation or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

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

Scaffolding means:

- (a) 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:
 - (i) the ground;
 - (ii) a class B hoarding structure;
 - (iii) a cantilevered support structure;
 - (iv) adjacent property roof structure(s); or
 - (v) 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; and
- (b) temporary roof protection such as plywood panels.

SCHEDULE 3



(Sydney Metro Document Number: SM21/001762)

TRANSPORT ADMINISTRATION ACT 1988

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of 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 the Schedules 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*.

PETER REGAN
Chief Executive
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 Concord, in the Local Government Area of Canada Bay, Parish of Concord and County of Cumberland, being that part of the Common Property in Strata Plan 2411, shown marked "(A)" in Drawing No. SMWSDDS-RPS-BWT-SR-DWG-000246-B – 6 Burton St Scaffold Plan, a copy of which is set out in Schedule 3.

SCHEDULE 2

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; and
 - (B) taking anything on to the Easement Site.
- (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 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:
 - (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) 2 September 2022; and
 - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under clause 1.3(a)(ii).
- (c) If this Easement has expired under clause 1.3(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

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2.3 Definitions

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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.

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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 the 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.

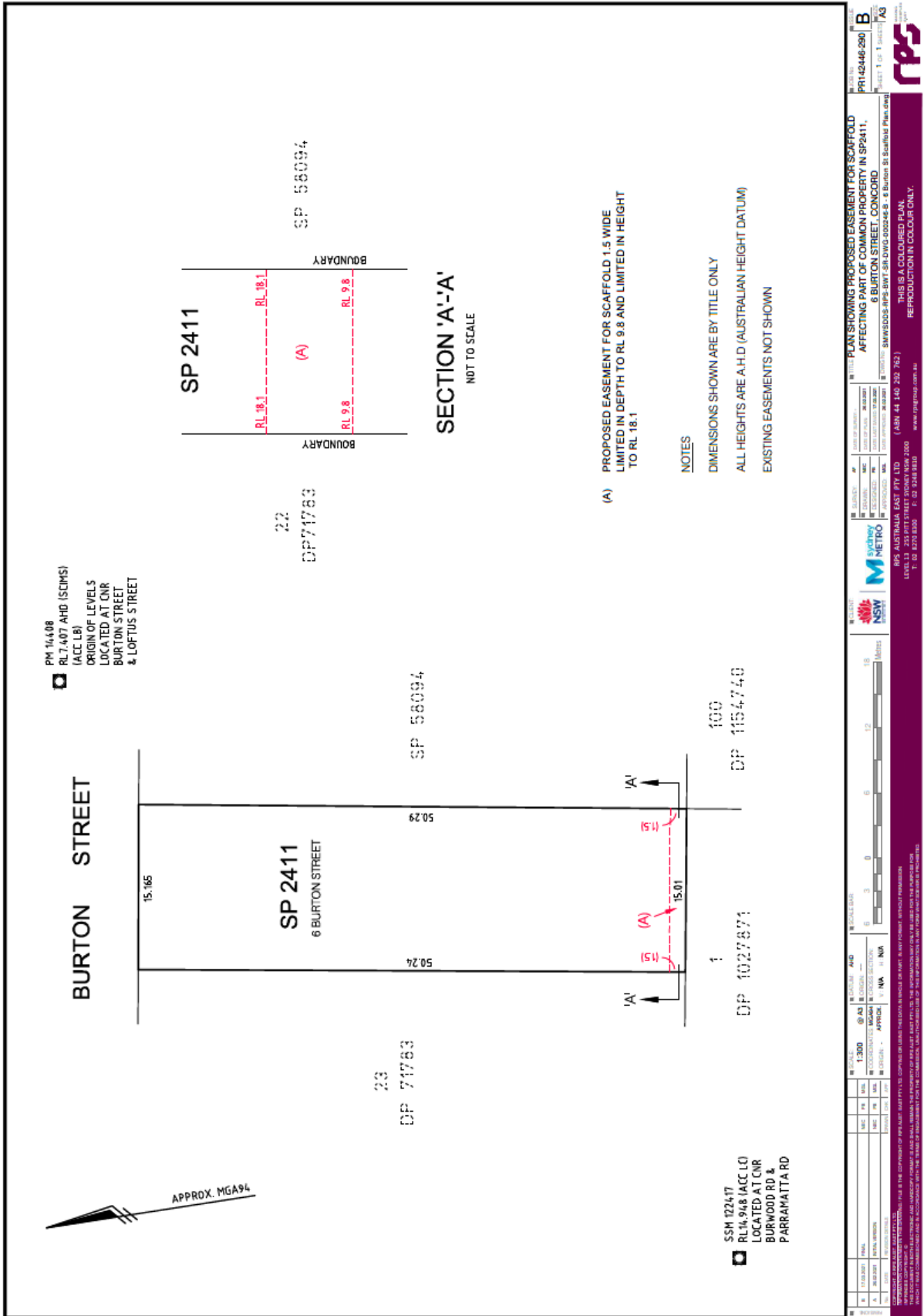
Owners Corporation means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW) or community association constituted under the *Community Land Development Act 1989* (NSW) and any similar body corporate serving the same functions and purposes as an owners corporation or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

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

Scaffolding means:

- (a) 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:
 - (i) the ground;
 - (ii) a class B hoarding structure;
 - (iii) a cantilevered support structure;
 - (iv) adjacent property roof structure(s); or
 - (v) 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; and
- (b) temporary roof protection such as plywood panels.

SCHEDULE 3



(Sydney Metro Document Number: SM21/001650)