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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 electricity purposes 2 and 3.085 wide (limited in stratum) on the terms set out in Schedule 2, and over that part of that piece or parcel of land situated at Canterbury, in the Local Government Area of Canterbury-Bankstown, Parish of St George and County of Cumberland, being those parts of:

- Lot 1 in Deposited Plan 124193;
- Lot 1 in Deposited Plan 188831;
- Lot 16 in Deposited Plan 30227; and
- Lot B in Deposited Plan 391818,

shown marked "(A)" in DP1282889, **but excluding from the acquisition:**

- Dealing H968961 (as transferred pursuant to Dealing Z944756) – easement for transmission line affecting part Lot 1 in Deposited Plan 124193, part Lot 1 in Deposited Plan 188831 and part Lot 16 in Deposited Plan 30227;
- Easement for stormwater drainage affecting part Lot 16 in Deposited Plan 30227 shown as easement for water channel var width in the title diagram vide Gov. Gaz. dated 14-1-1938;
- K655544 – easement for transmission line affecting part Lot 1 in Deposited Plan 124193, part Lot 16 in Deposited Plan 30227 and part Lot B in Deposited Plan 391818; and
- C757460 – easement for stormwater channel affecting part Lot B in Deposited Plan 391818, such easement not being registered to the extent it affects Lot B in Deposited Plan 391818.

SCHEDULE 2

1. **TERMS OF EASEMENT FOR ELECTRICITY PURPOSES 2 AND 3.085 WIDE (LIMITED IN STRATUM)**

1.1 **Grant of easement**

- (a) The Landowner grants to Sydney Metro and its Authorised Users the full, free and unimpeded right to:
 - (i) install Electricity Works within the Easement Site;
 - (ii) excavate the Easement Site to install the Electricity Works;
 - (iii) enter the Land using the most practical route (with or without tools, implements, vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time;
 - (iv) trim or remove any vegetation from the Land that interferes with or prevents reasonable access to the Easement Site or the Electricity Works;
 - (v) remove any encroachments from the Easement Site and recover the costs of carrying out the removal work and repairing any damage done to the Electricity Works by the encroachment;
 - (vi) use the Electricity Works for the transmission or conveyance of electricity; and
 - (vii) enter the Land to inspect, construct, audit, repair, alter, maintain, replace or renew the Electricity Works.

- (b) The Landowner agrees that, without the prior written permission of Sydney Metro in accordance with such conditions as Sydney Metro may reasonably impose, it will not:
 - (i) do or allow anything that may interfere with, damage or destroy the Electricity Works or interfere with the effective operation of the Electricity Works;
 - (ii) install or permit to be installed any Services or Structure within the Easement Site;
 - (iii) alter or excavate the surface level of the Easement Site; or
 - (iv) do or permit to be done anything that restricts access to the Easement Site by Sydney Metro or its Authorised Users.

- (c) Sydney Metro and its Authorised Users will not be responsible if the Electricity Works causes magnetic interference to computer equipment or electronic equipment operated within the Land.

- (d) The Landowner acknowledges that ownership of all the Electricity Works remains with Sydney Metro.

1.2 **Sydney Metro's obligations**

Sydney Metro covenants with the Landowner that:

- (a) it will endeavour to keep the Electricity Works in good repair;

- (b) in exercising its rights under the easement, it will do as little damage as practicable to the Easement Site;
- (c) it will repair any damage it causes to the Easement Site in carrying out works to the Electricity Works; and
- (d) subject to its rights under the easement, it will not unreasonably impede the Landowner's reasonable use of the Easement Site.

1.3 Ausgrid easement

- (a) Sydney Metro and the Landowner acknowledge and agree that the Easement Site is affected by an easement for transmission line granted in favour of Ausgrid being registered easement H968961 ("the **Ausgrid Easement**").
- (b) Prior to carrying out any excavation or work within the Easement Site, or passing over the Easement Site with a vehicle of over 4 metres in height, Sydney Metro and its Authorised Users must:
 - (i) provide reasonable prior notice in writing to Ausgrid; and
 - (ii) obtain the written consent of Ausgrid which must not be unreasonably withheld or delayed. The prior notice and written consent from Ausgrid will not be required in the case of an Emergency.
- (c) Sydney Metro and its Authorised Users must maintain:
 - (i) vertical clearances from the Easement Site to the Ausgrid Easement in accordance with Ausgrid's Electrical Safety Rules; and
 - (ii) 4 metres horizontal separation between the Easement Site and any of Ausgrid's underground assets.

1.4 Right to Release

Sydney Metro ABN 12 354 063 515 is empowered to release, vary or modify this easement.

2. INTERPRETATION

2.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

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

Authorised User means every person authorised by Sydney Metro for the purposes of the easement created by this instrument, and includes any officers, employees, licensees, agents, workmen and contractors (and each of their subcontractors at any level), including the operator of the Sydney Metro's rail infrastructure, of Sydney Metro.

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

Electricity Works means electricity power lines or associated equipment or electricity structures (whether above, below or on the ground including transformers, electrical switchgear, protective housing, concrete plinth, electrical cable, cable support structures and

foundations (above and below the surface), conduits, duct, service pillar, underground and above ground earthing systems, substations and ancillary equipment.

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

Install includes construct, repair, replace, maintain, modify, use, and remove.

Land means the Lot described in Schedule 1 of the Acquisition Notice.

Landowner means the registered proprietor of the Land and its successors (including those claiming under or through the registered proprietor).

Services includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.

Structure includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

Sydney Metro means Sydney Metro ABN 12 354 063 515, its successors and assigns.

2.2 Headings

Headings do not affect the interpretation of this instrument.

2.3 Rules of Interpretation

In this instrument, and unless the context indicates a contrary intention:

- (a) an obligation or liability assumed by, or a right conferred on, two or more persons including two or more Landowners binds or benefits them jointly and severally;
- (b) a reference to a person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to this easement, to a document or to any other easement (including any approval) is to this easement, that document or that other easement (as the case may be) as amended, modified, varied, novated, ratified or replaced from time to time;
- (d) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (e) a reference to a clause is a reference to a clause of this easement;
- (f) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (g) "includes" in any form is not a word of limitation;
- (h) one provision of this easement does not limit the effect of another; and
- (i) if at any time any provision of this easement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:
 - (A) the legality, validity or enforceability in that jurisdiction of any other provision of this easement; or

- (B) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this easement.

2.4 Positive covenants and maintenance requirements

A requirement in an easement which requires Sydney Metro or the Landowner to maintain or repair an Easement Site or anything in an Easement Site is a positive covenant according to Section 88BA of the *Conveyancing Act 1919* (NSW).

2.5 No derogation of statutory rights

The rights granted to the Landowner or Sydney Metro under each easement in this instrument do not derogate from any statutory right that Sydney Metro may have from time to time.

2.6 Easements are covenants and agreements between Sydney Metro and the Landowner

The conditions, covenants and agreements, including in this clause 2.6, in this instrument are conditions, covenants and agreements between:

- (a) Sydney Metro for itself and its successors, assigns and transferees; and
- (b) the Landowner for itself, its successors and every person who is entitled to an estate or interest in possession of the Land or any part of it with which the right is capable of enjoyment,

to the intent that the benefit and burden of those conditions, covenants and agreements are annexed to and pass with the benefits and burdens of the easement.

(Sydney Metro Document Number: BN-SM-22-001065)