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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 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 Longbottom, 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 12487, shown marked "(RA)" in DP1284499.

SCHEDULE 2

1. EASEMENT FOR ROCK ANCHORS

1.1 Easement summary

This Easement provides the Authority Benefited with:

- (a) access to the Easement Site for the purpose of installing Rock Anchors; and
- (b) 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) make good any damage to the Easement Site, Lot Burdened and 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 De-stressing Rock Anchors

- (a) If the Owner of the Lot Burdened proposes to carry out Redevelopment Works, the Owner of the Lot Burdened must give the Authority Benefited notice of:
 - (i) the proposed Redevelopment Works (including details of the extent of demolition of any part of the Building and the extent of any excavation of the Lot Burdened); and
 - (ii) the proposed date on which the Owner of the Lot Burdened anticipates that it will commence the Redevelopment Works.
- (b) Following receipt of the notice from the Owner of the Lot Burdened referred to in paragraph (a) (along with any additional information regarding the proposed Redevelopment Works reasonably requested by the Authority Benefited), the Authority Benefited will promptly notify the Owner of the Lot Burdened of the relevant stressed

Rock Anchors (if any) within the Easement Site that will be required to be de-stressed as a result of the carrying out of the Redevelopment Works.

- (c) Following receipt of the notice from the Authority Benefited referred to in paragraph (b), the Owner of the Lot Burdened may provide a written direction to the Authority Benefited requiring the Authority Benefited to de-stress the relevant Rock Anchors specified in the notice referred to in paragraph (b).
- (d) If the Owner of the Lot Burdened:
 - (i) makes any changes to the proposed Redevelopment Works which may impact on the Rock Anchors; or
 - (ii) changes the proposed date on which the Owner of the Lot Burdened anticipates that it will commence the Redevelopment Works,

after the date of the notice referred to in paragraph (a) but before the Authority Benefited carries out its obligation under paragraph (e), then paragraphs (a) to (c) (inclusive) will re-apply.

- (e) The Authority Benefited must, at its cost, de-stress the relevant stressed Rock Anchors set out in the notice provided by the Authority Benefited under paragraph (b) (as amended pursuant to the process in paragraph (d), if required) at a time to be agreed between the parties (acting reasonably), provided that:
 - (i) the Authority Benefited is not required to de-stress any Rock Anchors prior to 31 December 2028; and
 - (ii) the Owner of the Lot Burdened grants such access required over the Lot Burdened to enable the Authority Benefited to comply with this paragraph (e).

The Authority Benefited has no obligation or liability to demolish any Building or excavate the Lot Burdened to conduct the de-stressing of the Rock Anchors, or cut or remove the Rock Anchors from the Easement Site once de-stressed.

- (f) The Owner of the Lot Burdened may, at any time after a Rock Anchor is or has been de-stressed, cut the de-stressed Rock Anchor at any location within the Easement Site and otherwise deal with any part of the de-stressed Rock Anchor within the Easement Site as the Owner of the Lot Burdened sees fit.

1.4 Expiry of the Easement

- (a) This Easement will expire on the date on which the Authority Benefited gives the Owner of the Lot Burdened notice that it has de-stressed all stressed Rock Anchors installed on the Easement Site by the Authority Benefited or its Authorised Users.
- (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.

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 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).

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 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.

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

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

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

Occupier means any person who is legally entitled and authorised to occupy any part of 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 Rock Anchors within the Easement Site and all works and activities associated with such installation, including replacement or removal of the Rock Anchors.

Redevelopment Works means any works on the Lot Burdened which include demolition of any part of the Building and/or excavation of any part of the Lot Burdened.

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.

(Sydney Metro Document Number: SM-22-000300)

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 His Honour the Administrator, 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 scaffolding on the terms set out in Schedule 2, and over that part of that piece or parcel of land situated at St Marys, in the Local Government Area of Penrith, Parish of Rooty Hill and County of Cumberland, being that part of Lot 1 in Deposited Plan 997698, shown marked "(A)" in the Draft Plan of Acquisition, 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) 7 November 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 the 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 the Easement, excluding the section titled "Easement summary" and including the general provisions set out in this clause 2.

Easement means the easement for scaffolding 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

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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 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 "(RA)" in DP1284161.

SCHEDULE 2

1. EASEMENT FOR ROCK ANCHORS

1.1 Easement summary

This Easement provides the Authority Benefited with:

- (a) access to the Easement Site for the purpose of installing Rock Anchors; and
- (b) 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) make good any damage to the Easement Site, Lot Burdened and 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 De-stressing Rock Anchors

- (a) If the Owner of the Lot Burdened proposes to carry out Redevelopment Works, the Owner of the Lot Burdened must give the Authority Benefited notice of:
 - (i) the proposed Redevelopment Works (including details of the extent of demolition of any part of the Building and the extent of any excavation of the Lot Burdened); and
 - (ii) the proposed date on which the Owner of the Lot Burdened anticipates that it will commence the Redevelopment Works.
- (b) Following receipt of the notice from the Owner of the Lot Burdened referred to in paragraph (a) (along with any additional information regarding the proposed Redevelopment Works reasonably requested by the Authority Benefited), the Authority Benefited will promptly notify the Owner of the Lot Burdened of the relevant stressed

Rock Anchors (if any) within the Easement Site that will be required to be de-stressed as a result of the carrying out of the Redevelopment Works.

- (c) Following receipt of the notice from the Authority Benefited referred to in paragraph (b), the Owner of the Lot Burdened may provide a written direction to the Authority Benefited requiring the Authority Benefited to de-stress the relevant Rock Anchors specified in the notice referred to in paragraph (b).
- (d) If the Owner of the Lot Burdened:
 - (i) makes any changes to the proposed Redevelopment Works which may impact on the Rock Anchors; or
 - (ii) changes the proposed date on which the Owner of the Lot Burdened anticipates that it will commence the Redevelopment Works,

after the date of the notice referred to in paragraph (a) but before the Authority Benefited carries out its obligation under paragraph (e), then paragraphs (a) to (c) (inclusive) will re-apply.

- (e) The Authority Benefited must, at its cost, de-stress the relevant stressed Rock Anchors set out in the notice provided by the Authority Benefited under paragraph (b) (as amended pursuant to the process in paragraph (d), if required) at a time to be agreed between the parties (acting reasonably), provided that:
 - (i) the Authority Benefited is not required to de-stress any Rock Anchors prior to 31 December 2028; and
 - (ii) the Owner of the Lot Burdened grants such access required over the Lot Burdened to enable the Authority Benefited to comply with this paragraph (e).

The Authority Benefited has no obligation or liability to demolish any Building or excavate the Lot Burdened to conduct the de-stressing of the Rock Anchors, or cut or remove the Rock Anchors from the Easement Site once de-stressed.

- (f) The Owner of the Lot Burdened may, at any time after a Rock Anchor is or has been de-stressed, cut the de-stressed Rock Anchor at any location within the Easement Site and otherwise deal with any part of the de-stressed Rock Anchor within the Easement Site as the Owner of the Lot Burdened sees fit.

1.4 Expiry of the Easement

- (a) This Easement will expire on the date on which the Authority Benefited gives the Owner of the Lot Burdened notice that it has de-stressed all stressed Rock Anchors installed on the Easement Site by the Authority Benefited or its Authorised Users.
- (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.

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 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).

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 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.

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

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

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

Occupier means any person who is legally entitled and authorised to occupy any part of 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 Rock Anchors within the Easement Site and all works and activities associated with such installation, including replacement or removal of the Rock Anchors.

Redevelopment Works means any works on the Lot Burdened which include demolition of any part of the Building and/or excavation of any part of the Lot Burdened.

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.

(Sydney Metro Document Number: SM-22-000300)

TRANSPORT ADMINISTRATION ACT 1988

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

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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 Concord, in the Local Government Area of Canada Bay, Parish of Concord and County of Cumberland, being that part of Lot 21 in Deposited Plan 63018, shown marked "(RA)" in DP1284159.

SCHEDULE 2

1. EASEMENT FOR ROCK ANCHORS

1.1 Easement summary

This Easement provides the Authority Benefited with:

- (a) access to the Easement Site for the purpose of installing Rock Anchors; and
- (b) 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) make good any damage to the Easement Site, Lot Burdened and 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 De-stressing Rock Anchors

- (a) If the Owner of the Lot Burdened proposes to carry out Redevelopment Works, the Owner of the Lot Burdened must give the Authority Benefited notice of:
 - (i) the proposed Redevelopment Works (including details of the extent of demolition of any part of the Building and the extent of any excavation of the Lot Burdened); and
 - (ii) the proposed date on which the Owner of the Lot Burdened anticipates that it will commence the Redevelopment Works.
- (b) Following receipt of the notice from the Owner of the Lot Burdened referred to in paragraph (a) (along with any additional information regarding the proposed Redevelopment Works reasonably requested by the Authority Benefited), the Authority Benefited will promptly notify the Owner of the Lot Burdened of the relevant stressed

Rock Anchors (if any) within the Easement Site that will be required to be de-stressed as a result of the carrying out of the Redevelopment Works.

- (c) Following receipt of the notice from the Authority Benefited referred to in paragraph (b), the Owner of the Lot Burdened may provide a written direction to the Authority Benefited requiring the Authority Benefited to de-stress the relevant Rock Anchors specified in the notice referred to in paragraph (b).
- (d) If the Owner of the Lot Burdened:
 - (i) makes any changes to the proposed Redevelopment Works which may impact on the Rock Anchors; or
 - (ii) changes the proposed date on which the Owner of the Lot Burdened anticipates that it will commence the Redevelopment Works,

after the date of the notice referred to in paragraph (a) but before the Authority Benefited carries out its obligation under paragraph (e), then paragraphs (a) to (c) (inclusive) will re-apply.

- (e) The Authority Benefited must, at its cost, de-stress the relevant stressed Rock Anchors set out in the notice provided by the Authority Benefited under paragraph (b) (as amended pursuant to the process in paragraph (d), if required) at a time to be agreed between the parties (acting reasonably), provided that:
 - (i) the Authority Benefited is not required to de-stress any Rock Anchors prior to 31 December 2028; and
 - (ii) the Owner of the Lot Burdened grants such access required over the Lot Burdened to enable the Authority Benefited to comply with this paragraph (e).

The Authority Benefited has no obligation or liability to demolish any Building or excavate the Lot Burdened to conduct the de-stressing of the Rock Anchors, or cut or remove the Rock Anchors from the Easement Site once de-stressed.

- (f) The Owner of the Lot Burdened may, at any time after a Rock Anchor is or has been de-stressed, cut the de-stressed Rock Anchor at any location within the Easement Site and otherwise deal with any part of the de-stressed Rock Anchor within the Easement Site as the Owner of the Lot Burdened sees fit.

1.4 **Expiry of the Easement**

- (a) This Easement will expire on the date on which the Authority Benefited gives the Owner of the Lot Burdened notice that it has de-stressed all stressed Rock Anchors installed on the Easement Site by the Authority Benefited or its Authorised Users.
- (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.

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 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).

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 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.

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

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

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

Occupier means any person who is legally entitled and authorised to occupy any part of 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 Rock Anchors within the Easement Site and all works and activities associated with such installation, including replacement or removal of the Rock Anchors.

Redevelopment Works means any works on the Lot Burdened which include demolition of any part of the Building and/or excavation of any part of the Lot Burdened.

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.

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