



Government Gazette

of the State of

New South Wales

Number 326—Compulsory Acquisitions

Friday, 22 July 2022

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.

ROADS ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

NOTICE OF COMPULSORY ACQUISITION OF LAND

The Council of the City of Sydney declares with the approval of Her Excellency the Governor that the lands described in Schedule 1 below, excluding the interests described in Schedule 2 below, are acquired by compulsory process in accordance with the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purpose of public road and resale.

Dated at this day of 2022

.....
General Manager

Schedule 1

Lots 5 & 6 DP1279736 being part of the land comprised in 7/818246

Schedule 2

Easement(s) appurtenant to the land above described created by: G83776
Easement for support

DP1018996 Easement for railway transit lying between regular planes as defined on the plan (limited in height and depth) affecting the part(s) shown so burdened in DP1018996

8345143 Easement for noise, vibration and electrolysis affecting the whole of the land above described .

8345143 Covenant

AM632833 Caveat by Sydney Water Corporation

DP1245216 Easement to drain water 9.3 metre(s) wide and variable width (limited in stratum) affecting the part(s) shown so burdened in DP1245216

DP1245216 Easement to drain water 13.5 metre(s) wide affecting the part(s) shown so burdened in DP1245216

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 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 "(RA1)" 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.

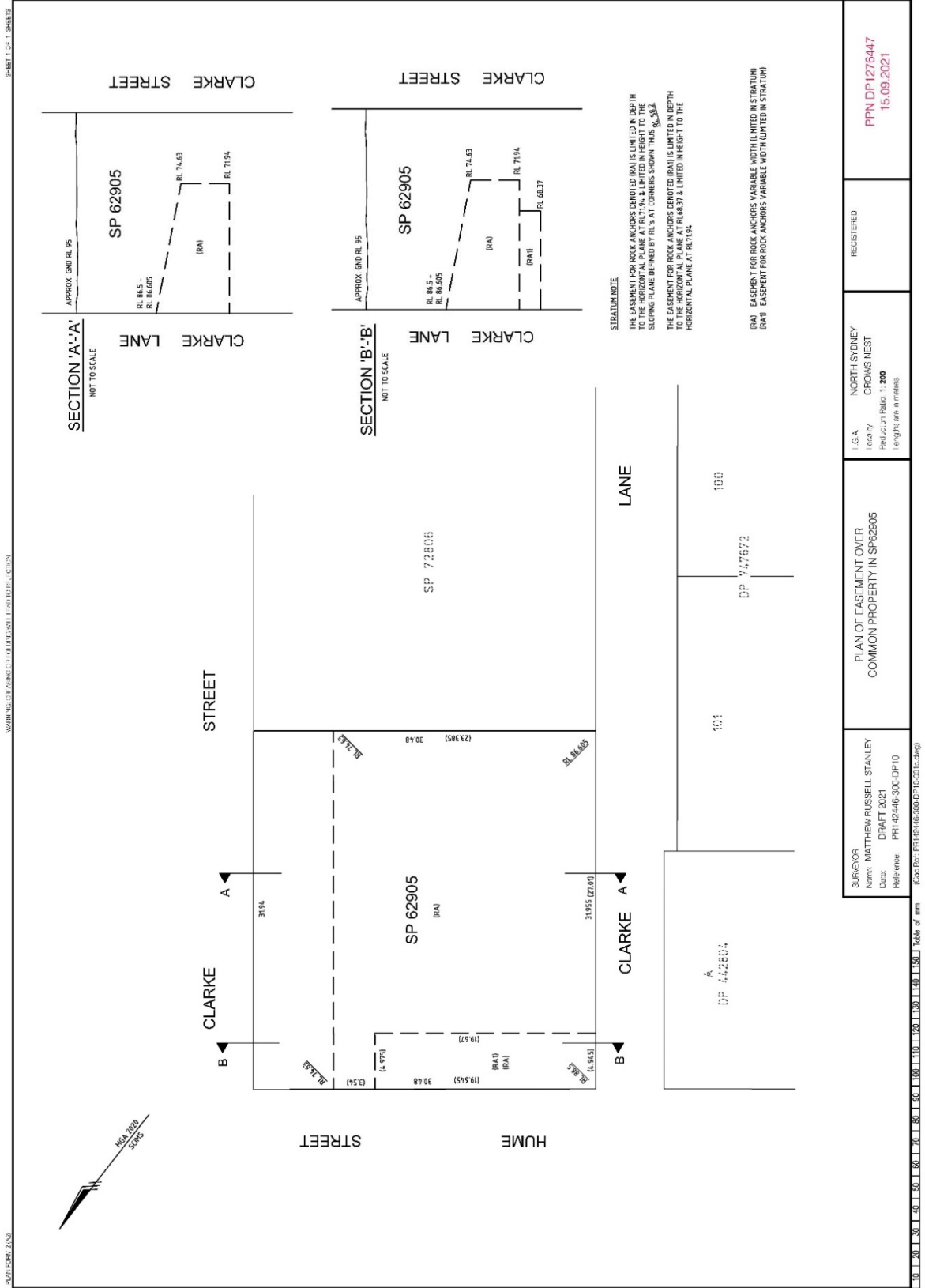
Lot Burdened means the Lot set out in Schedule 1 of the Acquisition Notice.

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



(Sydney Metro Document Number: XCO22/00077; SM-22-000746)

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 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 549357, shown marked "(RA)" on the Draft Plan of Acquisition, 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:

- (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.

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 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 "(RA)" on the Draft Plan of Acquisition, 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:

- (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.

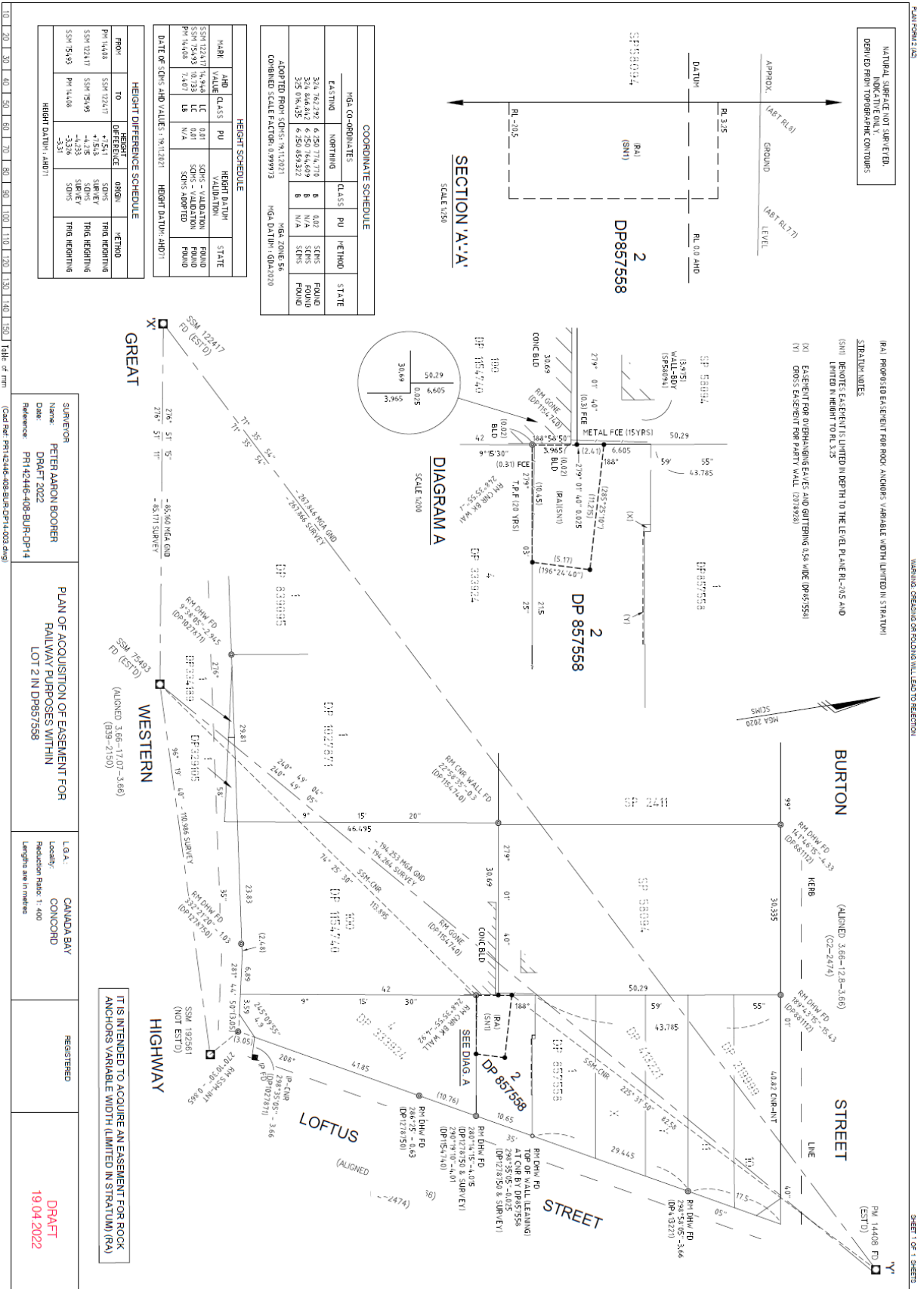
Owners Corporation means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW) or community association constituted under the *Community Land Development Act 1989* (NSW) and any similar body corporate serving the same functions and purposes as an owners corporation or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

SCHEDULE 3



(Sydney Metro Document Number; SM22-000425)

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 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 "(RA)" on the Draft Plan of Acquisition, 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:

- (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.

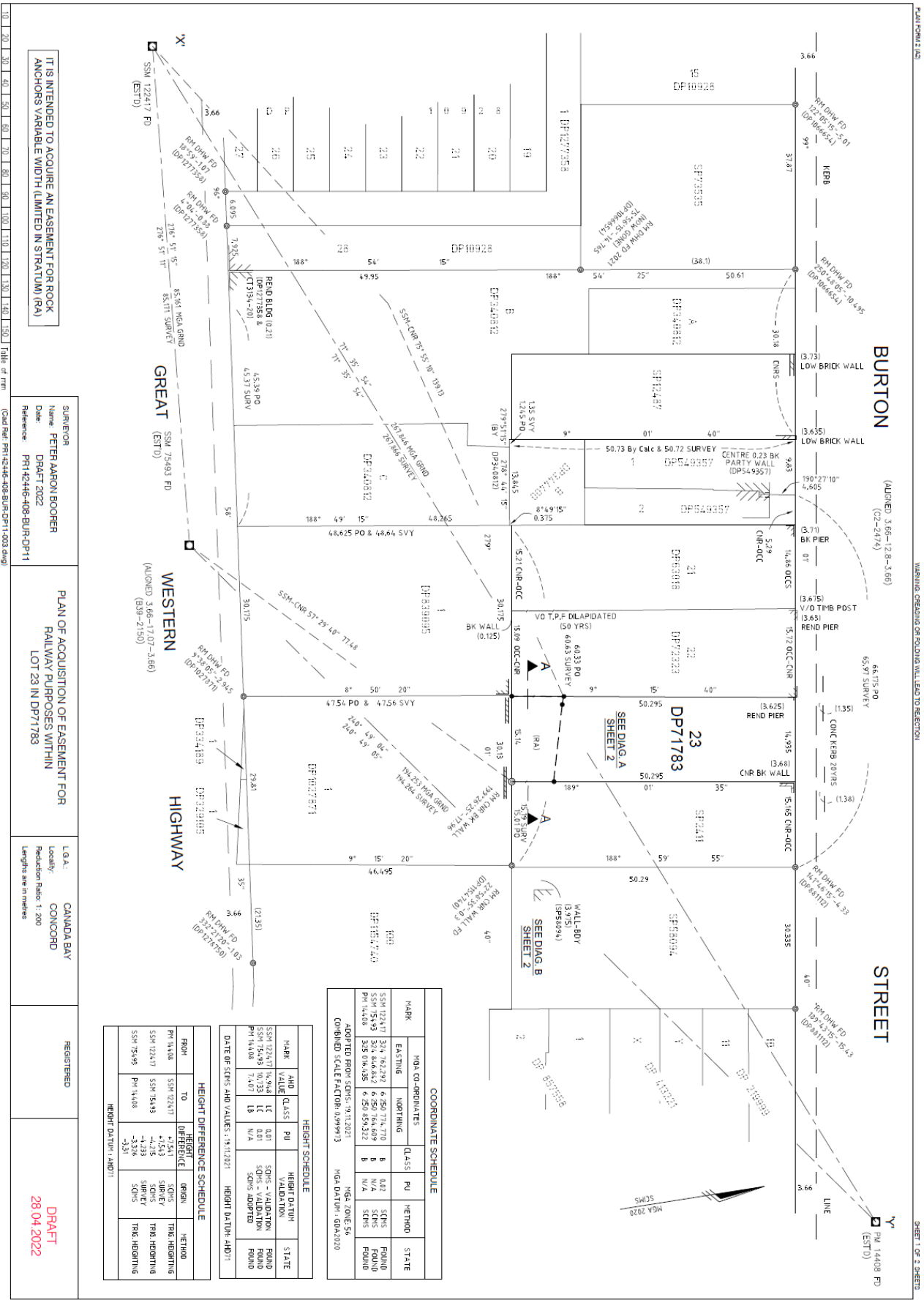
Owners Corporation means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW) or community association constituted under the *Community Land Development Act 1989* (NSW) and any similar body corporate serving the same functions and purposes as an owners corporation or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

SCHEDULE 3



IT IS INTENDED TO ACQUIRE AN EASEMENT FOR ROCK ANCHORS VARIABLE WIDTH (LIMITED IN STRATUM) (RA)

SURVEOR
Name: PETER ARBON BOONER
Date: DRAFT 2022
Reference: PR142446-08-BUR-DP11

PLAN OF ACQUISITION OF EASEMENT FOR RAILWAY PURPOSES WITHIN LOT 23 IN DP71783

L.G.A.: CANADA BAY CONCORD
Locality:
Reduction Ratio: 1:200
Lengths are in metres

REGISTERED

DRAFT
28 04 2022

MARK	EASTING	NORTHING	CLASS	PU	METHOD	STATE
SSM 122417	324 762.292	6 50 374.770	B	0.02	SCMS FOUND	FOUND
SSM 15493	324 646.842	6 50 164.609	B	N/A	SCMS FOUND	FOUND
PM 14408	325 086.438	6 50 552.322	B	N/A	SCMS ADOPED	FOUND

ADOPTED FROM SCMS: 14/12/2017 MGA ZONE 56
COMBINED SCALE FACTOR: 0.999913 MGA DATUM: GDA2020

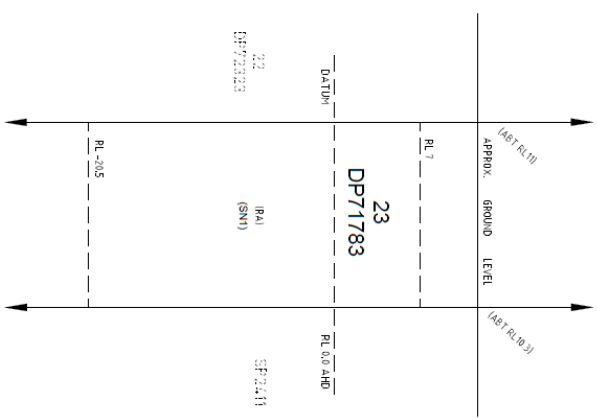
MARK	AND VALUE	CLASS	PU	HEIGHT DATUM	HEIGHT VALIDATION	STATE
SSM 122417	14.946	LC	0.01	SCMS - VALIDATION	FOUND	FOUND
SSM 15493	10.733	LC	0.01	SCMS - VALIDATION	FOUND	FOUND
PM 14408	14.01	LD	N/A	SCMS ADOPED	FOUND	FOUND

DATE OF SET-UP AND VALUES: 18/11/2021 HEIGHT DATUM: AHD11

FROM	TO	HEIGHT	ORIGIN	METHOD
PM 14408	SSM 122417	+1.553	SCMS	TRIG HEIGHTING
SSM 122417	SSM 15493	-4.235	SCMS	TRIG HEIGHTING
SSM 15493	PM 14408	-4.235	SCMS	TRIG HEIGHTING
SSM 15493	SSM 122417	+3.31	SCMS	TRIG HEIGHTING

HEIGHT DATUM: AHD11

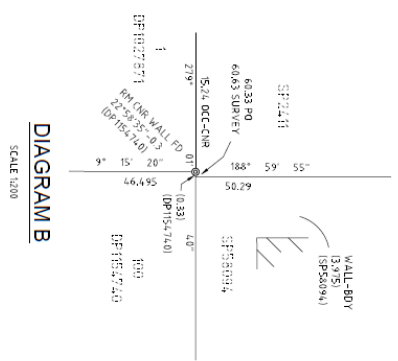
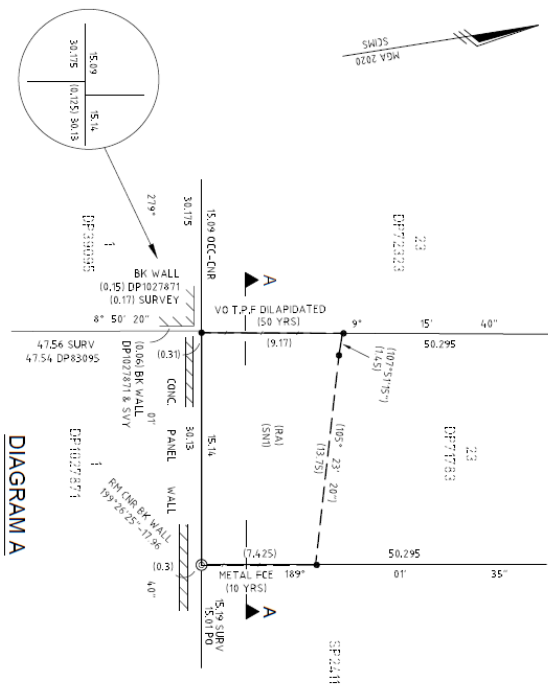
NATURAL SURFACE NOT SURVEYED
INDICATIVE ONLY
DERIVED FROM TOPOGRAPHIC CONTOURS



(RA) PREPARED EASEMENT FOR FOOT ANCHORS VARIABLE WIDTH (LIMITED IN STRUTUM)

STRUTUM NOTES

(SNI) DEWICKS EASEMENT IS LIMITED IN DEPTH TO THE LEVEL PLANE RL-7.205 AND LIMITED IN HEIGHT TO RL 7



SUPERVISOR Name: PETER AARON BOOGER Date: DRAFT 2022 Reference: PR142446-408-BUR-DP11	PLAN OF ACQUISITION OF EASEMENT FOR RAILWAY PURPOSES WITHIN LOT 23 IN DP71783	L.G.A.: CANADA BAY Locality: CONCORD Reduction Ratio: 1:200 Lengths are in metres	REGISTERED DRAFT 28 04 2022
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(Sydney Metro Document Number: SM-22-000425)

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 Concord, in the Local Government Area of Canada Bay, Parish of Concord and County of Cumberland, being that part of Lot 1 in Deposited Plan 549357, shown marked "(RA)" on the Draft Plan of Acquisition, 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:

- (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.

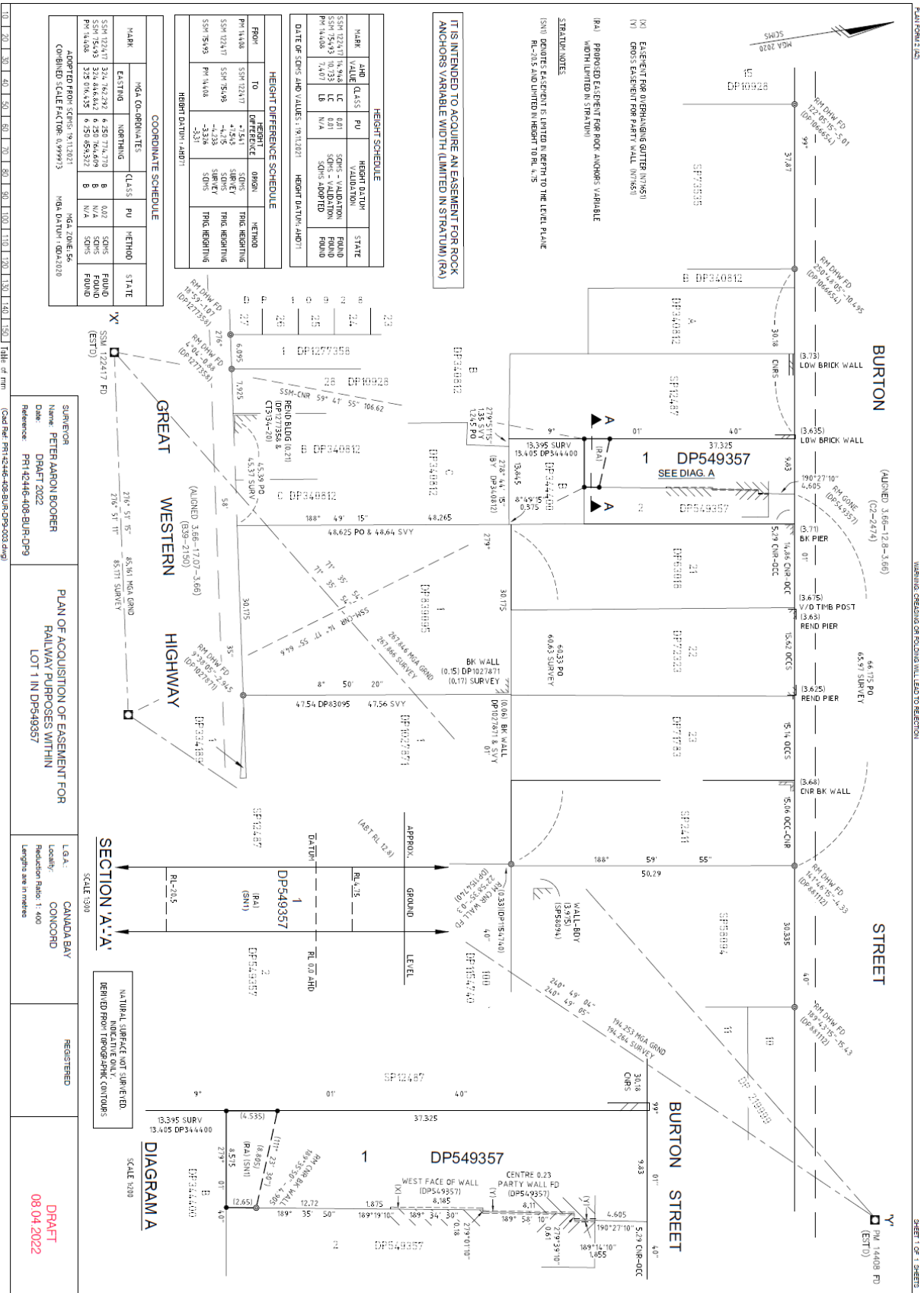
Owners Corporation means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW) or community association constituted under the *Community Land Development Act 1989* (NSW) and any similar body corporate serving the same functions and purposes as an owners corporation or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

SCHEDULE 3



COORDINATE SCHEDULE					
MARK	NSG CO-ORDINATES	CLASS	PU	METHOD	STATE
SSM 122417	324 762.292	B	102	SDMS	FOUND
SSM 15243	324 848.242	B	102	SDMS	FOUND
PP 14408	325 816.425	B	N/A	SDMS	FOUND
SSM 15243	325 816.425	B	102	SDMS	FOUND

HEIGHT DIFFERENCE SCHEDULE					
FROM	TO	HEIGHT DIFFERENCE	ORIGIN	METHOD	NOTE
PP 14408	SSM 122417	-2.841	SDMS	SURVEY	TRIG HEIGHTING
SSM 122417	SSM 15243	-4.715	SDMS	SURVEY	TRIG HEIGHTING
SSM 15243	PP 14408	-3.328	SDMS	SURVEY	TRIG HEIGHTING
SSM 15243	PP 14408	-3.331	SDMS	SURVEY	TRIG HEIGHTING

HEIGHT SCHEDULE					
MARK	ADJ. VALUE	CLASS	PU	HEIGHT DATUM	STATE
SSM 122417	4.946	LC	001	SDMS - VALIDATION	FOUND
SSM 15243	0.033	LC	001	SDMS - VALIDATION	FOUND
PP 14408	14.07	LB	N/A	SDMS ADDED	FOUND

DATE OF SURVEY AND VALUES					
MARK	DATE	HEIGHT DATUM	ADJUST	ADJUST	ADJUST
SSM 122417	19/12/2021	191.0207			

TS IS INTENDED TO ACQUIRE AN EASEMENT FOR ROCK ANCHORS VARIABLE WIDTH (LIMITED IN STRUTUM) (RA)

(X) EASEMENT FOR OVERHANGING OUTER (INTAKS)

(Y) GROSS EASEMENT FOR PARTY WALL (INTAKS)

(RA) PROVIDED EASEMENT FOR ROCK ANCHORS VARIABLE WIDTH (LIMITED IN STRUTUM)

STRUTUM NOTES:

(SN) DEGREES EASEMENT LIMITED IN DEPTH TO THE LEVEL PLANE

(SL) DEGREES EASEMENT LIMITED IN HEIGHT TO RL 4.715

RL -20.5 AND LIMITED IN HEIGHT TO RL 4.715

COORDINATE SCHEDULE					
MARK	NSG CO-ORDINATES	CLASS	PU	METHOD	STATE
SSM 122417	324 762.292	B	102	SDMS	FOUND
SSM 15243	324 848.242	B	102	SDMS	FOUND
PP 14408	325 816.425	B	N/A	SDMS	FOUND
SSM 15243	325 816.425	B	102	SDMS	FOUND

HEIGHT DIFFERENCE SCHEDULE					
FROM	TO	HEIGHT DIFFERENCE	ORIGIN	METHOD	NOTE
PP 14408	SSM 122417	-2.841	SDMS	SURVEY	TRIG HEIGHTING
SSM 122417	SSM 15243	-4.715	SDMS	SURVEY	TRIG HEIGHTING
SSM 15243	PP 14408	-3.328	SDMS	SURVEY	TRIG HEIGHTING
SSM 15243	PP 14408	-3.331	SDMS	SURVEY	TRIG HEIGHTING

HEIGHT SCHEDULE					
MARK	ADJ. VALUE	CLASS	PU	HEIGHT DATUM	STATE
SSM 122417	4.946	LC	001	SDMS - VALIDATION	FOUND
SSM 15243	0.033	LC	001	SDMS - VALIDATION	FOUND
PP 14408	14.07	LB	N/A	SDMS ADDED	FOUND

TS IS INTENDED TO ACQUIRE AN EASEMENT FOR ROCK ANCHORS VARIABLE WIDTH (LIMITED IN STRUTUM) (RA)

(X) EASEMENT FOR OVERHANGING OUTER (INTAKS)

(Y) GROSS EASEMENT FOR PARTY WALL (INTAKS)

(RA) PROVIDED EASEMENT FOR ROCK ANCHORS VARIABLE WIDTH (LIMITED IN STRUTUM)

STRUTUM NOTES:

(SN) DEGREES EASEMENT LIMITED IN DEPTH TO THE LEVEL PLANE

(SL) DEGREES EASEMENT LIMITED IN HEIGHT TO RL 4.715

RL -20.5 AND LIMITED IN HEIGHT TO RL 4.715

(Sydney Metro Document Number: SM-22-000425)

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 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 "(RA)" on DP1284290.

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-22-000425)

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 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 "(RA)" on DP1284281.

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-22-000425)

LOCAL GOVERNMENT ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

NOTICE OF COMPULSORY ACQUISITION OF LAND

Gwydir Shire Council declares with the approval of Her Excellency the Governor that the land described in the Schedule below is acquired by compulsory process in accordance with the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purpose of creating an industrial land precinct.

Dated at Bingara this 18th day of July 2022

Max Eastcott
General Manager

Schedule

Lot 1 DP1277587 being part of the land comprised in 7011/1096248

ROADS ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land
at Arncliffe, Rockdale and Brighton-Le-Sands in the Bayside 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*.

S A WEBB
Statutory Land Transactions Manager
Transport for NSW

Schedule 1

All those pieces or parcels of land situated in the Bayside Council area, Parish of St George and County of Cumberland, shown as:

Lots 7 and 9 Deposited Plan 1279423, being parts of the land in Certificate of Title A/395401;

Lots 8 and 10 Deposited Plan 1279423, being parts of the land in Certificate of Title B/395401;

Lots 13 and 16 Deposited Plan 1279425, being parts of the land in Certificate of Title 3/313271;

Lots 14 and 17 Deposited Plan 1279425, being parts of the land in Certificate of Title 2/313271;

Lots 15 and 18 Deposited Plan 1279425, being parts of the land in Certificate of Title 1/313271;

Lots 9 and 13 Deposited Plan 1279427, being parts of the land in Certificate of Title 1/932095;

Lots 10 and 14 Deposited Plan 1279427, being parts of the land in Certificate of Title 1/101430;

Lots 11 and 15 Deposited Plan 1279427, being parts of the land in Certificate of Title 3/1103407;

Lots 12 and 16 Deposited Plan 1279427, being parts of the land in Certificate of Title 1/1117005;

Lots 97 and 106 Deposited Plan 1279588, being parts of the land in Certificate of Title 16/A/2271;

Lots 98 and 107 Deposited Plan 1279588, being parts of the land in Certificate of Title 17/A/2271;

Lots 99 and 108 Deposited Plan 1279588, being parts of the land in Certificate of Title 18/A/2271;

Lots 100 and 109 Deposited Plan 1279588, being parts of the land in Certificate of Title 19/A/2271;

Lots 101 and 110 Deposited Plan 1279588, being parts of the land in Certificate of Title 20/A/2271;

Lots 102 and 111 Deposited Plan 1279588, being parts of the land in Certificate of Title 21/A/2271;

Lots 103 and 112 Deposited Plan 1279588, being parts of the land in Certificate of Title 22/A/2271;

Lots 104, 105, 113 and 114 Deposited Plan 1279588, being parts of the land in Certificate of Title Auto Consol 2070-250;

Lots 75 and 80 Deposited Plan 1279589, being parts of the land in Certificate of Title 701/1044105;

Lots 76 and 81 Deposited Plan 1279589, being parts of the land in Certificate of Title 700/1044105;

Lots 78 and 83 Deposited Plan 1279589, being parts of the land in Certificate of Title 701/1109022;

Lots 79 and 84 Deposited Plan 1279589, being parts of the land in Certificate of Title 700/1109022;

Lots 12 and 14 Deposited Plan 1279729, being parts of the land in Certificate of Title 101/566880;

Lots 13 and 15 Deposited Plan 1279729, being parts of the land in Certificate of Title 102/566880;

Lots 24 and 28 Deposited Plan 1279731, being parts of the land in Certificate of Title 700/855934;

Lots 25 and 29 Deposited Plan 1279731, being parts of the land in Certificate of Title 701/855934;

Lots 26 and 30 Deposited Plan 1279731, being parts of the land in Certificate of Title 702/855934;

Lots 27 and 31 Deposited Plan 1279731, being parts of the land in Certificate of Title 703/855934;

Lots 61 and 62 Deposited Plan 1279732, being parts of the land in Certificate of Title CP/SP3883;

Lots 2 and 3 Deposited Plan 1279832, being parts of the land in Certificate of Title 1/104748;

Lots 11 and 12 Deposited Plan 1279833, being parts of the land in Certificate of Title 1/1115388;

Lots 9 and 13 Deposited Plan 1279842, being parts of the land in Certificate of Title 1/543611;

Lots 10, 11, 14 and 15 Deposited Plan 1279842, being parts of the land in Certificate of Title Auto Consol 15476-115;

Lots 12 and 16 Deposited Plan 1279842, being parts of the land in Certificate of Title 7/J/2271;

Lots 24 and 28 Deposited Plan 1279864, being parts of the land in Certificate of Title 2/33485;

Lots 25 and 29 Deposited Plan 1279864, being parts of the land in Certificate of Title 1/33485;

Lots 26 and 30 Deposited Plan 1279864, being parts of the land in Certificate of Title 3/D/2271;

Lots 27 and 31 Deposited Plan 1279864, being parts of the land in Certificate of Title 4/D/2271;

Lots 11 and 12 Deposited Plan 1279880, being parts of the land in Certificate of Title B/306071;

Lots 22 and 24 Deposited Plan 1279890, being parts of the land in Certificate of Title 10/1244090;

Lots 23 and 25 Deposited Plan 1279890, being parts of the land in Certificate of Title 11/1244090;

Lots 4 and 7 Deposited Plan 1279933, being parts of the land in Certificate of Title 1/E/2271;

Lots 5 and 8 Deposited Plan 1279933, being parts of the land in Certificate of Title A/369324;

Lots 6 and 9 Deposited Plan 1279933, being parts of the land in Certificate of Title B/369324;

Lots 14 and 18 Deposited Plan 1280154, being parts of the land in Certificate of Title A/308825;

Lots 15 and 19 Deposited Plan 1280154, being parts of the land in Certificate of Title B/308825;

Lots 16 and 20 Deposited Plan 1280154, being parts of the land in Certificate of Title 6/E/2271;

Lots 17 and 21 Deposited Plan 1280154, being parts of the land in Certificate of Title 7/E/2271;

Lots 51 and 52 Deposited Plan 1280194, being parts of the land in Certificate of Title 11/16092;

Lots 12 and 14 Deposited Plan 1280501, being parts of the land in Certificate of Title 112/734882;

Lots 13 and 15 Deposited Plan 1280501, being parts of the land in Certificate of Title 8/A/2271;

Lots 13 and 20 Deposited Plan 1280842, being parts of the land in Certificate of Title 2/902664;

Lots 14 and 21 Deposited Plan 1280842, being parts of the land in Certificate of Title 1/902664;

Lots 15 and 22 Deposited Plan 1280842, being parts of the land in Certificate of Title 50/J/2271;

Lots 16 and 23 Deposited Plan 1280842, being parts of the land in Certificate of Title 49/J/2271;

Lots 17 and 24 Deposited Plan 1280842, being parts of the land in Certificate of Title 48/J/2271;
and

Lots 18 and 25 Deposited Plan 1280842, being parts of the land in Certificate of Title 47/J/2271.

Schedule 2

A lease for a specified period of 4 years and 11 months, as described in Memorandum AQ120616 recorded at NSW Land Registry Services, of all those pieces or parcels of land situated in the Bayside Council area, Parish of St George and County of Cumberland, shown as:

Lot A in TfNSW Sketch No 6006 051 SS 4089-CA, being part of the land in Certificate of Title 3/1086065;

Lot A in TfNSW Sketch No 6006 051 SS 4090-CA, being part of the land in Certificate of Title 1/199065;

Lot A in TfNSW Sketch No 6006 051 SS 4091-CA, being part of the land in Certificate of Title 2/201555;

Lot A in TfNSW Sketch No 6006 051 SS 4092-CA, being part of the land in Certificate of Title 27/1111327;

Lot A in TfNSW Sketch No 6006 051 SS 4093-CA, being part of the land in Certificate of Title 1/201555;

Lot A in TfNSW Sketch No 6006 051 SS 4094-CA, being part of the land in Certificate of Title 41/548474;

Lot A in TfNSW Sketch No 6006 051 SS 4095-CA, being part of the land in Certificate of Title 54/15666;

Lot A in TfNSW Sketch No 6006 051 SS 4096-CA, being part of the land in Certificate of Title 281/1076437; and

Lots A and B in TfNSW Sketch No 6006 051 SS 4097-CA, being parts of the land in Certificate of Title CP/SP35692.

(TfNSW Papers: SF2021/314268; RO SF2021/083951)

ROADS ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land at Kogarah in the Bayside 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 Bayside Council area, Parish of St George and County of Cumberland, shown as Lot 13 Deposited Plan 1259464, being part of the land in Certificate of Title 3/810353.

The land is said to be in the possession of the Minister for Education.

(TfNSW Papers: SF2020/231024; RO SF2018/204895)