



Government Gazette

of the State of

New South Wales

Number 86—Compulsory Acquisitions

Friday, 24 February 2023

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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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 construction lease described in the Schedules below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by section 38C and clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

PETER REGAN
Chief Executive
Sydney Metro

SCHEDULE 1

A construction lease on the terms set out in Schedule 2, and over that part of that piece or parcel of substratum land situated in the Local Government Area of Sydney, Parish of St James and County of Cumberland, being part Hunter Street, Sydney NSW 2000, and part Bligh Street, Sydney NSW 2000 comprising Lot 1 in DP1290486, a copy of which is set out in Schedule 3.

BN-SM-22-001847

SCHEDULE 2

Construction Lease

Sydney Metro

ABN 12 354 063 515

Part Hunter Street and part Bligh Street, Sydney

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PARTIES:

- (1) The owner of the Premises (**Landlord**); and
- (2) Sydney Metro (ABN 12 354 063 515) a NSW Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW) of Level 43, 680 George Street, Sydney NSW 2000 (**Sydney Metro**).

RECITALS

- (A) Sydney Metro requires access to the Premises for the Permitted Use for the purposes of the Project.
- (B) Sydney Metro has compulsorily acquired a lease on the terms of this document from the Landlord in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW).

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this lease:

Acquisition Notice means the acquisition notice effecting the acquisition of a lease on the terms of this document published in the Government Gazette.

Business Day means any day other than a Saturday, Sunday or public holiday in New South Wales or 27, 28, 29, 30 or 31 December.

Commencing Date means the date of publication of the Acquisition Notice.

Contractor means the contractor or contractors, as the case may be, engaged by Sydney Metro from time to time to carry out the Works.

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

GST Law means the same as "GST law" means in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Infrastructure means any of the Landlord's infrastructure located within the Premises and includes storm water drainage, pipes and conduits.

Law means:

- (a) Commonwealth, New South Wales or local government legislation including regulations, by-laws and other subordinate legislation;
- (b) principles of law or equity established by decisions of courts; and
- (c) any approvals (including any condition or requirement under them) in connection with the carrying out of the Works.

Permitted Use means investigation, design, construction, testing, commissioning, completion and access in accordance with the consent granted to Sydney Metro under the *Environmental Planning and Assessment Act 1979* (NSW) for the purpose of carrying out the Project.

Premises means that part of the existing road reserve of Hunter Street, Sydney and that part of the existing road reserve of Bligh Street, Sydney marked as Lot 1 in DP1290486 for lease purposes contained in the Acquisition Notice, being substratum land.

Project means the Sydney Metro West project.

Sydney Metro's Agents means:

- (a) Sydney Metro's employees, officers, consultants, agents, contractors and invitees or any of them;
- (b) the Contractor; and
- (c) the Contractor's employees, officers, consultants, agents, contractors and invitees or any of them.

Term means the term of the lease granted pursuant to this document, beginning on the Commencing Date and ending on the earlier of:

- (a) the Terminating Date; and
- (b) such earlier date as determined in accordance with clause 8.

Terminating Date means 31 December 2031.

WHS Act means the *Work Health and Safety Act 2011* (NSW).

WHS Legislation means legislation relating to health and safety at work including:

- (a) the WHS Act; and
- (b) the WHS Regulation.

WHS Regulation means the *Work Health and Safety Regulation 2017* (NSW).

Works means any Project works carried out on the Premises by Sydney Metro or its Contractors in accordance with consents and approvals granted to Sydney Metro under the *Environmental Planning and Assessment Act 1979* (NSW).

1.2 Interpretation

In this lease:

- (a) headings are for convenience only and do not affect interpretation; and
- (b) the following rules apply in interpreting this lease unless the context makes clear a rule is not intended to apply:
 - (i) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
 - (ii) **person** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
 - (iii) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;

- (iv) a reference to a document (including this lease) is to that document as varied, novated, ratified or replaced from time to time;
- (v) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (vi) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (vii) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this lease, and a reference to this lease includes all schedules, exhibits, attachments and annexures to it;
- (viii) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (ix) **includes** in any form is not a word of limitation;
- (x) a reference to **\$** or **dollar** is to Australian currency;
- (xi) terms defined in the GST Law have the same meaning in this lease unless the context otherwise requires; and
- (xii) if a party is a member of a GST group, references to GST which the party must pay and to input tax credits which the party is entitled to claim include GST which the representative member of the GST group of which the party is a member must pay and input tax credits to which the representative member is entitled.

1.3 **Business Day**

If the day on or by which anything is to be done under this lease is not a Business Day, that thing must be done no later than the next Business Day.

1.4 **Excluding liability**

Any provision of this lease which seeks to limit or exclude a liability of a party is to be construed as doing so only to the extent permitted by law.

1.5 **Exclusion of implied covenants and powers**

The covenants and powers implied by section 84, section 84A, section 85, section 86, section 132, section 133, section 133A and section 133B of the *Conveyancing Act 1919* (NSW) do not apply to this lease.

2. **SYDNEY METRO'S OBLIGATIONS**

2.1 **Permitted Use**

- (a) Sydney Metro must use the Premises only for the Permitted Use.
- (b) The Landlord and Sydney Metro acknowledge and agree that:
 - (i) the Infrastructure located within the Premises at the Commencing Date may be removed by Sydney Metro; and

- (ii) Sydney Metro will only reinstate the Infrastructure in accordance with the conditions of any consent granted to Sydney Metro under the *Environmental Planning and Assessment Act 1979* (NSW) for the purpose of carrying out the Project, when this lease ends.

3. **COMPLIANCE WITH LEGISLATIVE AND WHS REQUIREMENTS**

3.1 **Compliance with Laws**

- (a) Sydney Metro must, and must procure that the Contractor will, at all times fully comply with all Laws in any way affecting or applicable to the Works.
- (b) Sydney Metro may subcontract the performance of the Works to one or more Contractors. The Landlord acknowledges and agrees that the rights granted to Sydney Metro under this lease may be exercised on behalf of Sydney Metro by its Contractors provided that the Contractors comply with the terms of this lease.

3.2 **Principal Contractor**

- (a) In this clause 3.2, the terms "construction work", "construction project", "principal contractor" and "workplace" have the same meanings given to those terms under the WHS Legislation.
- (b) Without limiting Sydney Metro's obligations under any other provision of this lease:
 - (i) to the extent that the work under this lease or any contract or subcontract relating to the Works includes construction work, Sydney Metro:
 - (A) is, for the purpose of Chapter 6 of the WHS Regulation, a person conducting a business or undertaking that has commissioned the construction project(s) that form the whole or part of the work under this lease, the contract or subcontract;
 - (B) will engage the Contractor (as notified to the Landlord by Sydney Metro) in accordance with clause 293(2) of the WHS Regulation as the principal contractor for the work under this lease, the contract or subcontract; and
 - (C) will authorise the Contractor to have management and control of each workplace at which the work under this lease, the contract or subcontract is to be carried out and to discharge the duties of a principal contractor under the WHS Legislation; and
 - (ii) Sydney Metro will procure that the Contractor accepts the engagement as principal contractor and agrees to discharge the duties imposed on a principal contractor by the WHS Legislation,
- (c) and the Contractor's engagement and authorisation as a principal contractor will continue:
 - (i) subject to clause 3.2(c)(ii), until completion of the Works (unless sooner revoked by Sydney Metro); and
 - (ii) in respect of any rectification of defects that is construction work, during the period any such work is carried out.

3.3 **Work Health and Safety**

Sydney Metro must carry out the Works on the Premises:

- (a) safely and in a manner that does not put the health and safety of persons at risk; and
- (b) in a manner that protects property.

4. **QUIET ENJOYMENT**

Subject to Sydney Metro complying with its obligations under this lease, Sydney Metro may occupy the Premises during the Term without interference from the Landlord.

5. **RISK**

Sydney Metro enters, occupies, uses and keeps the Premises, and Sydney Metro's Agents are permitted to access, occupy, use and keep the Premises, at the risk of Sydney Metro.

6. **GST**

6.1 **Payment of GST**

If GST is or will be payable on a supply made under or in connection with this lease, to the extent that the consideration otherwise provided for that supply under this lease is not stated to include an amount in respect of GST on the supply:

- (a) the consideration otherwise provided for that supply under this lease is increased by the amount of that GST; and
- (b) the recipient must make payment of the increase as and when the consideration otherwise provided for, or relevant part of it, must be paid or provided or, if the consideration has already been paid or provided, within seven days of receiving a written demand from the supplier.

6.2 **Tax invoice/adjustment note**

The right of the supplier to recover any amount in respect of GST under this lease on a supply is subject to the issuing of the relevant tax invoice or adjustment note to the recipient within the time period within which the recipient is otherwise entitled to the relevant input tax credits.

6.3 **Change in the GST Law**

If the GST Law changes (including without limitation as a result of a change in the GST rate) after the date of this lease, any consideration that expressly includes GST must be adjusted to reflect the change in the GST Law.

6.4 **Indemnities and reimbursement**

- (a) Costs actually or estimated to be incurred or revenue actually or estimated to be earned or lost by a party that is required to be reimbursed or indemnified by another party or used as the basis for calculation of consideration for a supply under this lease must exclude the amount of GST referable to the cost to the extent to which an entitlement arises or would arise to claim an input tax credit and in relation to revenue must exclude any amount in respect of GST referable to the revenue.
- (b) The parties each indemnify the other against all GST, and losses, liabilities and expenses (including legal liabilities on a full indemnity basis) that the other incurs (directly or indirectly) as a result of a breach of a warranty or other provision in this lease relating to GST.

7. **HOLDING OVER**

If Sydney Metro continues to occupy the Premises after the Terminating Date with the Landlord's consent, Sydney Metro occupies the Premises under a monthly lease that:

- (a) either party may terminate on 1 month's notice ending on any day by giving notice in writing to the other; and
- (b) is on the same terms as this lease (with any changes appropriate to a monthly lease).

8. **TERMINATION**

- (a) Sydney Metro may terminate this lease at any time during the Term by giving the Landlord one month's prior written notice specifying the date that the lease will come to an end (the **Surrender Date**).
- (b) With effect from but not including the Surrender Date:
 - (i) Sydney Metro, as beneficial owner, surrenders Sydney Metro's interest in this lease and the Premises to the Landlord; and
 - (ii) the Landlord accepts that surrender.
- (c) On or before the Surrender Date, Sydney Metro must leave the Premises and return the Premises to the Landlord in the condition required by clause 2.1(b)(ii).
- (d) With effect from the Surrender Date, each party releases the other from any liability relating to events or circumstances occurring or arising after the Surrender Date.

9. **GENERAL**

9.1 **Governing law**

This lease is governed by and must be construed according to the law applying in New South Wales.

9.2 **Sydney Metro and the Landlord as public authorities**

The Landlord and Sydney Metro acknowledge and agree that nothing in this lease will in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of either of Sydney Metro or the Landlord (if applicable) to exercise any of its functions and powers pursuant to any legislation.

10. **SUBSTRATUM ACQUISITION**

The Landlord acknowledges that Sydney Metro intends to acquire in freehold part of the Premises during the Term. For the avoidance of doubt, following such acquisition:

- (a) this lease is automatically surrendered in respect of the part of the Premises acquired; and
- (b) the terms of this lease will continue to apply to the remainder of the Premises.

11. **TRANSFER OF FUNCTIONS**

- (a) The parties acknowledge that:
 - (i) a Public Transport Agency may be reconstituted, renamed, dissolved, replaced or restructured and that some or all of the powers, functions, assets, rights,

liabilities or responsibilities of a Public Transport Agency may be transferred to or vested in another entity;

- (ii) if a Public Transport Agency is reconstituted, renamed, dissolved, replaced or restructured and/or some or all of that Public Transport Agency's powers, functions, rights or responsibilities are transferred to or vested in another entity, then unless otherwise notified by the Public Transport Agency, references in this lease to that Public Transport Agency must, subject to any facilitative legislation, be deemed to refer, as applicable, to the reconstituted, renamed, restructured or new entity or entity replacing that Public Transport Agency to the extent that such entity has assumed or has had transferred to it or vested in it those powers, functions, rights or responsibilities; and
 - (iii) a Public Transport Agency may be required to or may, at its absolute discretion, elect to (including as a result of changes to New South Wales Government policy or directions) acquire, or dispose of, any property or assets.
- (b) The Landlord acknowledges and agrees that it must, to the extent required by a Public Transport Agency and without limiting any facilitative legislation, negotiate in good faith any variations required to this lease, or any replacement agreement or agreements for this lease to give effect to a Public Transport Agency being reconstituted, renamed, dissolved, replaced or restructured.
 - (c) The Landlord will be taken for all purposes to have consented to, and will not have, and no Public Transport Agency will be liable for, any claim as a result of any action, matter or circumstance referred to in, or contemplated by clause 11.

For the purposes of the above:

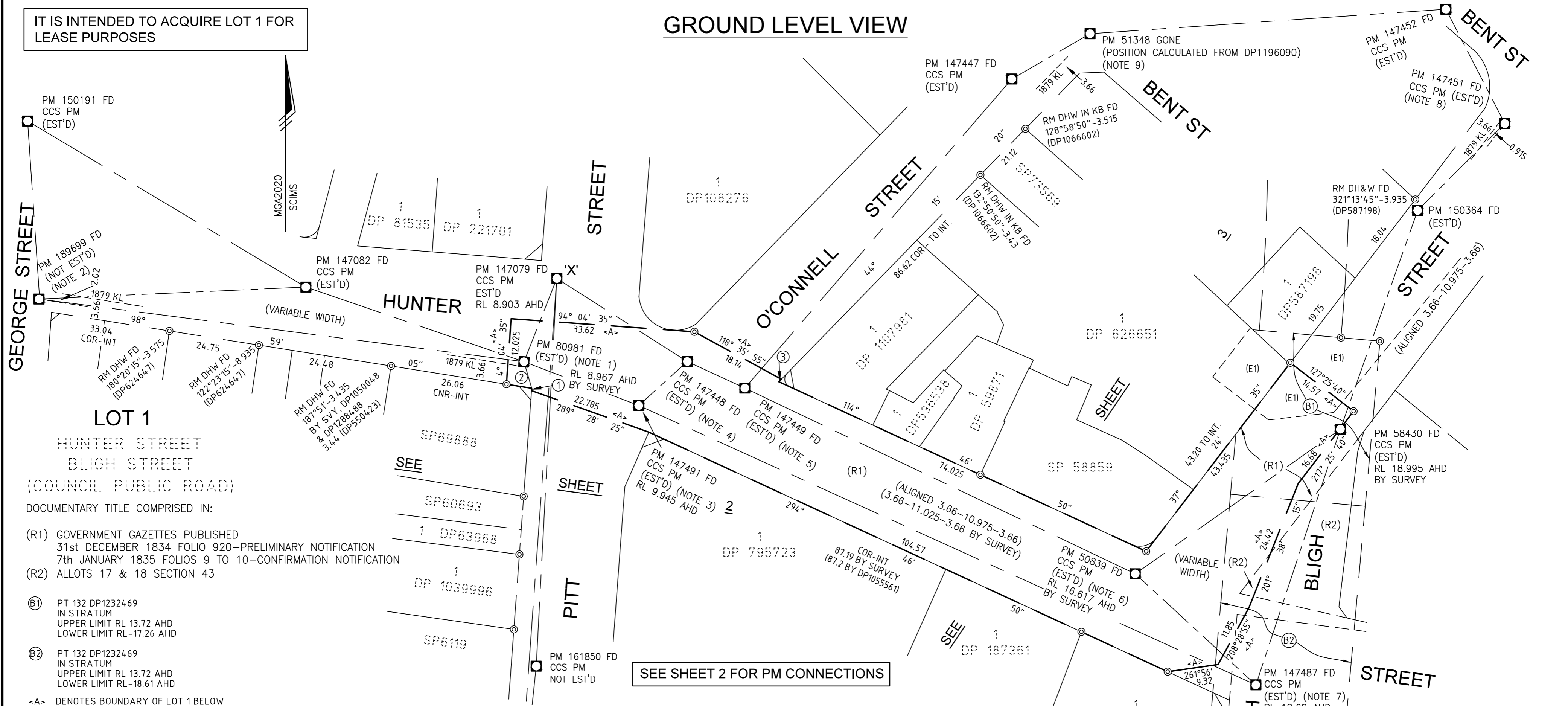
- (d) 'another entity' means a government or semi-government entity including any agency, statutory corporation, statutory authority, department or state owned corporation; and
- (e) Public Transport Agency means Transport for NSW (and each of its divisions), RailCorp, Sydney Metro, Sydney Trains and NSW Trains.

SCHEDULE 3

(Sydney Metro Document Number: SM [])

IT IS INTENDED TO ACQUIRE LOT 1 FOR LEASE PURPOSES

GROUND LEVEL VIEW



LOT 1
 HUNTER STREET
 BLIGH STREET
 (COUNCIL PUBLIC ROAD)
 DOCUMENTARY TITLE COMPRISED IN:

- (R1) GOVERNMENT GAZETTES PUBLISHED 31st DECEMBER 1834 FOLIO 920—PRELIMINARY NOTIFICATION 7th JANUARY 1835 FOLIOS 9 TO 10—CONFIRMATION NOTIFICATION
- (R2) ALLOTS 17 & 18 SECTION 43

- (B1) PT 132 DP1232469 IN STRATUM UPPER LIMIT RL 13.72 AHD LOWER LIMIT RL -17.26 AHD
- (B2) PT 132 DP1232469 IN STRATUM UPPER LIMIT RL 13.72 AHD LOWER LIMIT RL -18.61 AHD

- <A> DENOTES BOUNDARY OF LOT 1 BELOW
- (E1) PROPOSED EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 10 AND 13.75 WIDE AND VARIABLE WIDTH LIMITED IN HEIGHT AND DEPTH TO REGULAR INCLINED PLANES AS SHOWN ON DP1169652
- (E2) EASEMENT FOR ROCK ANCHORS 18 WIDE, 18.5 WIDE, 27 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM (VIDE NSW GOV GAZ 29-09-2017 FOL 5760)

NOTES
 OFFSETS FROM PMS DESCRIBED AS NORTH (N), SOUTH (S), EAST (E) OR WEST (W) OF BUILDING LINE OR KERB LINE ARE TAKEN FROM DP1196090 EXCEPT FOR NOTE 2. PM189699 OFFSETS TO KERB LINE SUPPLIED BY CITY OF SYDNEY SURVEYORS
 PM 51348 IS GONE. THE POSITION IS CALCULATED FROM CONNECTIONS FROM PM 147452 AND PM 147447 SHOWN ON DP 1196090. PM 147452 AND PM 147447 WERE SURVEYED.

1. PM 80981 0.915 OUTSIDE S. KL HUNTER ST & 1.77 SQUARE OFF PROLONGATION INSIDE W. BL OF PITT ST
2. PM 189699 2.02 INSIDE S. KL HUNTER ST & 1.195 INSIDE E. KL GEORGE ST
3. PM 147491 INT OF KLS
4. PM 147448 INT OF KLS
5. PM 147449 INT OF KLS
6. PM 50839 0.915 OUTSIDE N. KL HUNTER ST & 0.915 OUTSIDE W. BL BLIGH ST
7. PM 147487 0.915 OUTSIDE BOTH KLS HUNTER ST & CASTLEREAGH ST
8. PM 147451 0.915 OUTSIDE W. KL BLIGH ST AT TANGENT POINT
9. PM 51348 INT OF KLS

SEE SHEET 2 FOR PM CONNECTIONS

| COORDINATE SCHEDULE | | | | | | |
|---------------------|------------------|---------------|-------|------|------------|-------|
| MARK | MGA CO-ORDINATES | | CLASS | PU | METHOD | STATE |
| | EASTING | NORTHING | | | | |
| PM 50839 | 334 404.575 | 6 251 251.516 | C | 0.02 | SCIMS | FOUND |
| PM 51348 | 334 479.906 | 6 251 436.135 | B | 0.02 | SCIMS | GONE |
| PM 58430 | 334 442.113 | 6 251 277.992 | B | 0.02 | SCIMS | FOUND |
| PM 80981 | 334 292.715 | 6 251 290.326 | C | 0.02 | SCIMS | FOUND |
| PM 147079 | 334 298.725 | 6 251 305.563 | B | 0.02 | SCIMS | FOUND |
| PM 147082 | 334 233.674 | 6 251 310.538 | B | 0.02 | SCIMS | FOUND |
| PM 147447 | 334 459.802 | 6 251 432.129 | B | 0.02 | SCIMS | FOUND |
| PM 147448 | 334 322.605 | 6 251 290.361 | B | 0.02 | SCIMS | FOUND |
| PM 147449 | 334 333.137 | 6 251 285.503 | B | 0.02 | SCIMS | FOUND |
| PM 147451 | 334 512.102 | 6 251 386.086 | C | 0.02 | SCIMS | FOUND |
| PM 147452 | 334 509.470 | 6 251 411.734 | B | 0.02 | SCIMS | FOUND |
| PM 147477 | 334 283.840 | 6 251 099.068 | B | 0.02 | SCIMS | FOUND |
| PM 147487 | 334 426.653 | 6 251 231.204 | B | 0.02 | SCIMS | FOUND |
| PM 147491 | 334 313.726 | 6 251 282.327 | B | 0.02 | SCIMS | FOUND |
| PM 150191 | 334 173.091 | 6 251 347.494 | B | 0.02 | SCIMS | FOUND |
| PM 150364 | 334 456.266 | 6 251 318.002 | B | 0.02 | SCIMS | FOUND |
| PM 161850 | 334 293.157 | 6 251 210.308 | C | - | CAD. TRAV. | FOUND |
| PM 189699 | 334 184.818 | 6 251 304.415 | C | - | CAD. TRAV. | FOUND |

DATE OF SCIMS COORDINATES: 16-12-2022 MGA ZONE: 56
 COMBINED SCALE FACTOR: 0.999933 MGA DATUM : GDA2020

SCHEDULE OF SHORT LINE BOUNDARIES

| No. | BEARING | DISTANCE |
|-----|------------|----------|
| 1 | 4°14'05" | 0.44 |
| 2 | 278°59'05" | 4.68 |
| 3 | 224°15'20" | 0.65 |

HEIGHT SCHEDULE

| MARK | AHD VALUE | CLASS | PU | HEIGHT DATUM VALIDATION | STATE |
|-----------|-----------|-------|------|-------------------------------|-------|
| PM 147079 | 8.903 | LC | 0.01 | SCIMS ADOPTED | FOUND |
| PM 147487 | 18.68 | LC | 0.01 | FROM SCIMS - DATUM VALIDATION | FOUND |
| PM 147491 | 9.945 | LC | 0.01 | FROM SCIMS - DATUM VALIDATION | FOUND |
| PM 50839 | 16.617 | B | - | | FOUND |
| PM 58430 | 18.995 | B | - | | FOUND |
| PM 80981 | 8.967 | B | - | | FOUND |

DATE OF SCIMS AHD VALUES : 16-12-2022 HEIGHT DATUM: AHD71

HEIGHT DIFFERENCE SCHEDULE

| FROM | TO | HEIGHT DIFFERENCE | METHOD |
|-----------|-----------|-------------------|-------------------------|
| PM 147079 | PM 50839 | +7.714 | TRIGONOMETRIC HEIGHTING |
| PM 50839 | PM 58430 | +2.378 | TRIGONOMETRIC HEIGHTING |
| PM 58430 | PM 147487 | -0.323 | TRIGONOMETRIC HEIGHTING |
| PM 147487 | PM 80981 | -9.705 | TRIGONOMETRIC HEIGHTING |
| PM 80981 | PM 147079 | -0.064 | TRIGONOMETRIC HEIGHTING |

HEIGHT DATUM : AHD71

SURVEYOR
 Name: CHRISTOPHER JOHN MOYCE
 Date: 14.12.2022
 Reference: PR142446-409-12C-LEASE

PLAN OF ACQUISITION OF PART OF HUNTER STREET AND BLIGH STREET FOR LEASE PURPOSES

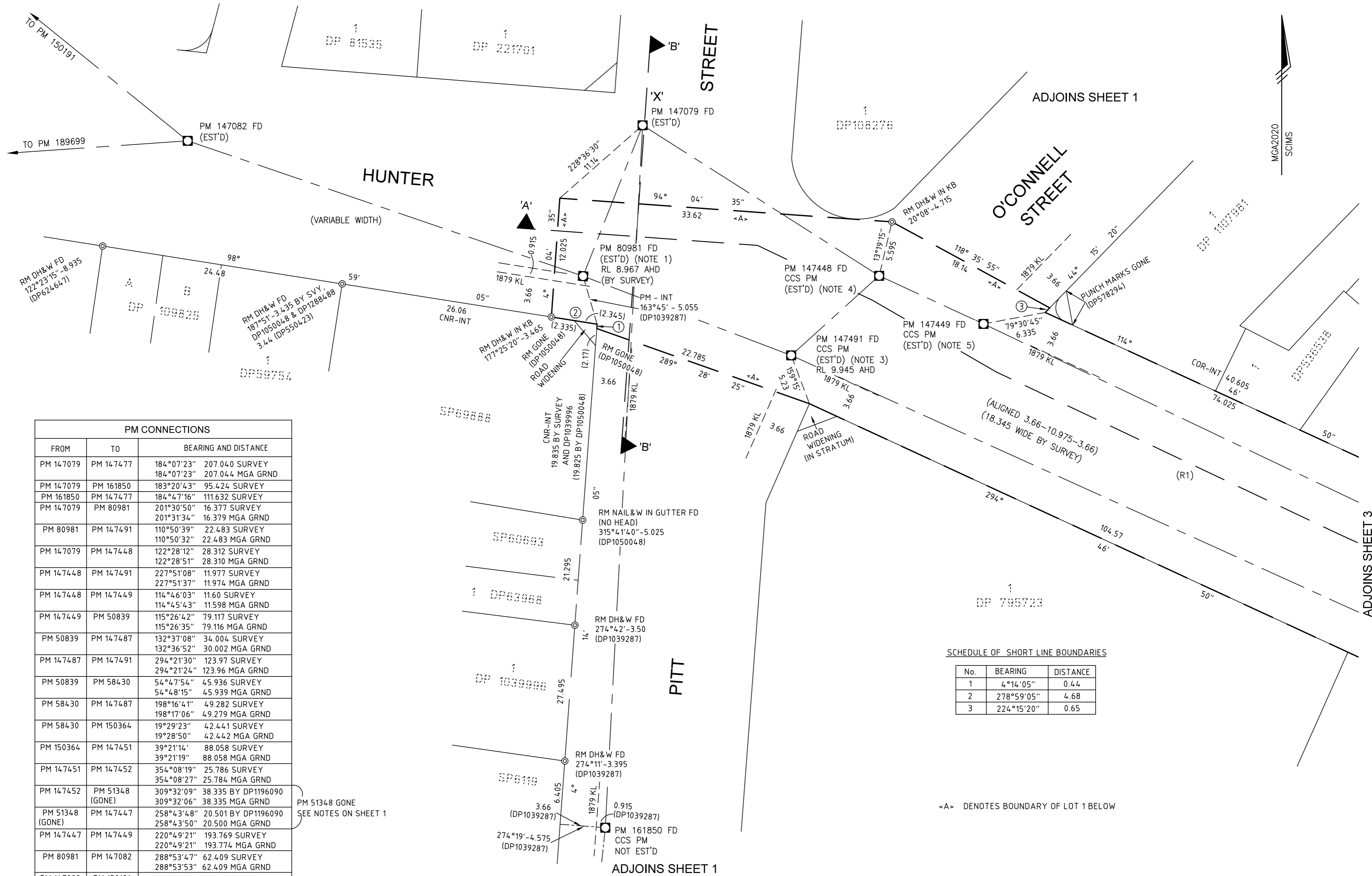
L.G.A.: SYDNEY
 Locality: SYDNEY
 Reduction Ratio: 1: 500
 Lengths are in metres

REGISTERED
 15/02/2023

DP1290486

Req:R122039 /Doc:DP 1290486 P /Rev:15-Feb-2023 /NSW IRS /Prt:16-Feb-2023 03:30 /Seq:1 of 8 © Office of the Registrar-General /Src:PORTAL /Ref:lrs:epian-eplan FOR SURVEYORS USE ONLY

GROUND LEVEL VIEW



| PM CONNECTIONS | | |
|-----------------|-----------------|--|
| FROM | TO | BEARING AND DISTANCE |
| PM 147079 | PM 147477 | 184°07'23" 207.040 SURVEY 184°07'23" 207.044 MGA GRND |
| PM 147079 | PM 161850 | 183°20'43" 95.424 SURVEY |
| PM 161850 | PM 147477 | 184°47'16" 111.632 SURVEY |
| PM 147079 | PM 80981 | 201°30'50" 16.377 SURVEY 201°31'34" 16.379 MGA GRND |
| PM 80981 | PM 147491 | 110°50'39" 22.483 SURVEY 110°50'32" 22.483 MGA GRND |
| PM 147079 | PM 147448 | 122°28'12" 28.312 SURVEY 122°28'51" 28.310 MGA GRND |
| PM 147448 | PM 147491 | 227°51'08" 11.977 SURVEY 227°51'37" 11.974 MGA GRND |
| PM 147448 | PM 147449 | 114°46'03" 11.60 SURVEY 114°45'43" 11.598 MGA GRND |
| PM 147449 | PM 50839 | 115°26'42" 79.117 SURVEY 115°26'35" 79.116 MGA GRND |
| PM 50839 | PM 147487 | 132°37'08" 34.004 SURVEY 132°36'52" 30.002 MGA GRND |
| PM 147487 | PM 147491 | 294°21'30" 123.97 SURVEY 294°21'24" 123.96 MGA GRND |
| PM 50839 | PM 58430 | 54°47'54" 45.936 SURVEY 54°48'15" 45.939 MGA GRND |
| PM 58430 | PM 147487 | 198°16'41" 49.282 SURVEY 198°17'06" 49.279 MGA GRND |
| PM 58430 | PM 150364 | 19°29'23" 42.441 SURVEY 19°28'50" 42.442 MGA GRND |
| PM 150364 | PM 147451 | 39°21'14" 88.058 SURVEY 39°21'19" 88.058 MGA GRND |
| PM 147451 | PM 147452 | 354°08'19" 25.786 SURVEY 354°08'27" 25.784 MGA GRND |
| PM 147452 | PM 51348 (GONE) | 309°32'09" 38.335 BY DP1196090 309°32'06" 38.335 MGA GRND |
| PM 51348 (GONE) | PM 147447 | 258°43'48" 20.501 BY DP1196090 258°43'50" 20.500 MGA GRND |
| PM 147447 | PM 147449 | 220°49'21" 193.769 SURVEY 220°49'21" 193.774 MGA GRND |
| PM 80981 | PM 147082 | 288°53'47" 62.409 SURVEY 288°53'53" 62.409 MGA GRND |
| PM 147082 | PM 150191 | 301°23'02" 70.969 SURVEY 301°23'00" 70.970 MGA GRND |
| PM 150191 | PM 189699 | 164°46'23" 44.65 SURVEY |
| PM 189699 | PM 147082 | 82°51'20" 49.24 SURVEY |

PM 51348 GONE
SEE NOTES ON SHEET 1

SCHEDULE OF SHORT LINE BOUNDARIES

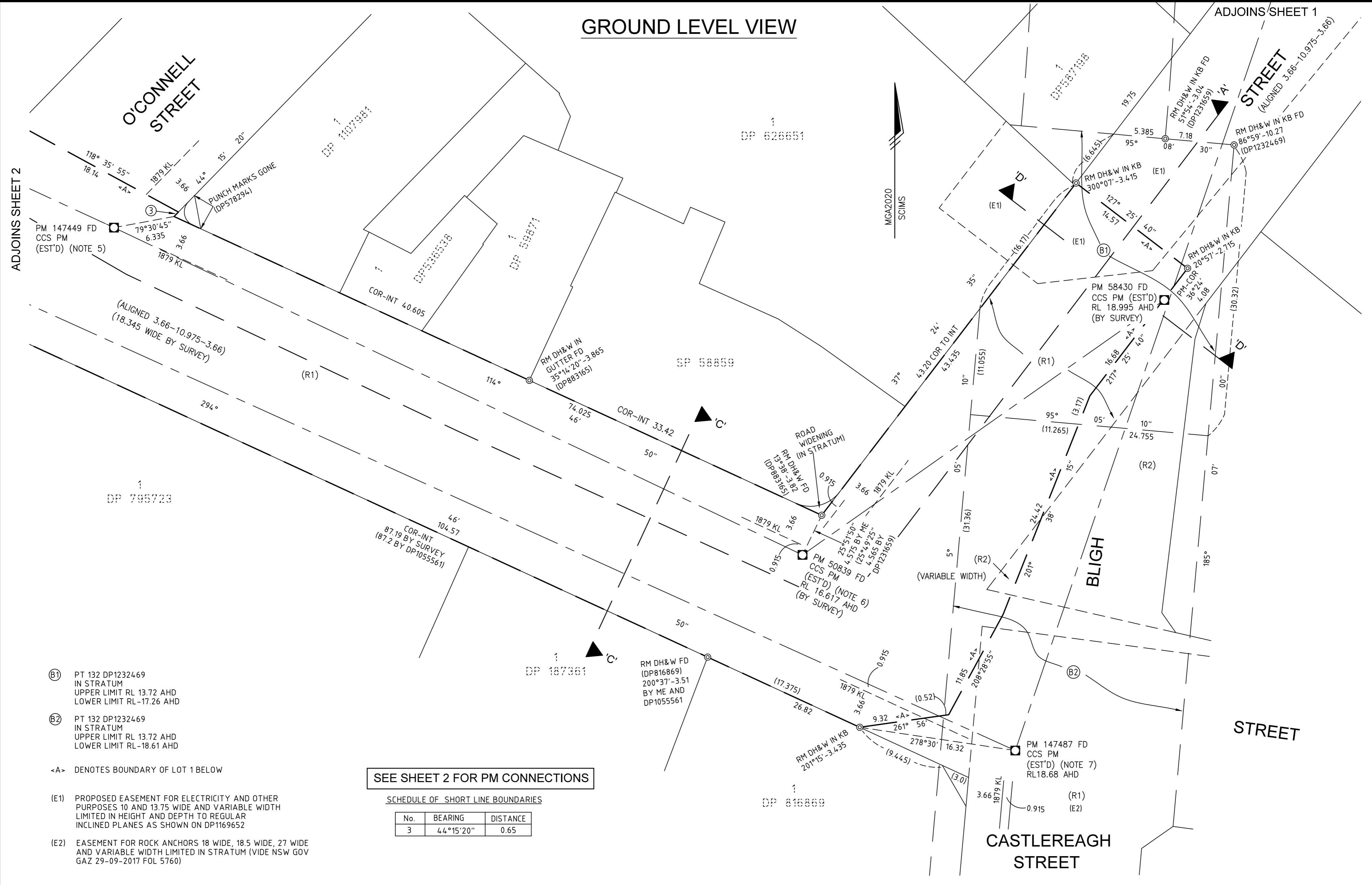
| No. | BEARING | DISTANCE |
|-----|------------|----------|
| 1 | 4°14'05" | 0.44 |
| 2 | 278°59'05" | 4.68 |
| 3 | 224°15'20" | 0.65 |

-A> DENOTES BOUNDARY OF LOT 1 BELOW

| | | | | |
|---|---|--|----------------------------------|------------------|
| <p>SURVEYOR Name: CHRISTOPHER JOHN MOYCE Date: 14.12.2022 Reference: PR142446-409-12C-LEASE</p> | <p>PLAN OF ACQUISITION OF PART OF HUNTER STREET AND BLIGH STREET FOR LEASE PURPOSES</p> | <p>L.G.A.: SYDNEY Locality: SYDNEY Reduction Ratio: 1: 250 Lengths are in metres</p> | <p>REGISTERED 15/02/2023</p> | <p>DP1290486</p> |
|---|---|--|----------------------------------|------------------|

Reg:R122039 /Doc:DP 1290486 P /Rev:15-Feb-2023 /NSW LRS /Prt:16-Feb-2023 03:30 /Seq:2 of 8
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GROUND LEVEL VIEW



ADJOINS SHEET 2

ADJOINS SHEET 1

- (B1) PT 132 DP1232469
IN STRATUM
UPPER LIMIT RL 13.72 AHD
LOWER LIMIT RL -17.26 AHD
- (B2) PT 132 DP1232469
IN STRATUM
UPPER LIMIT RL 13.72 AHD
LOWER LIMIT RL -18.61 AHD
- A-> DENOTES BOUNDARY OF LOT 1 BELOW
- (E1) PROPOSED EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 10 AND 13.75 WIDE AND VARIABLE WIDTH LIMITED IN HEIGHT AND DEPTH TO REGULAR INCLINED PLANES AS SHOWN ON DP1169652
- (E2) EASEMENT FOR ROCK ANCHORS 18 WIDE, 18.5 WIDE, 27 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM (VIDE NSW GOV GAZ 29-09-2017 FOL 5760)

SEE SHEET 2 FOR PM CONNECTIONS

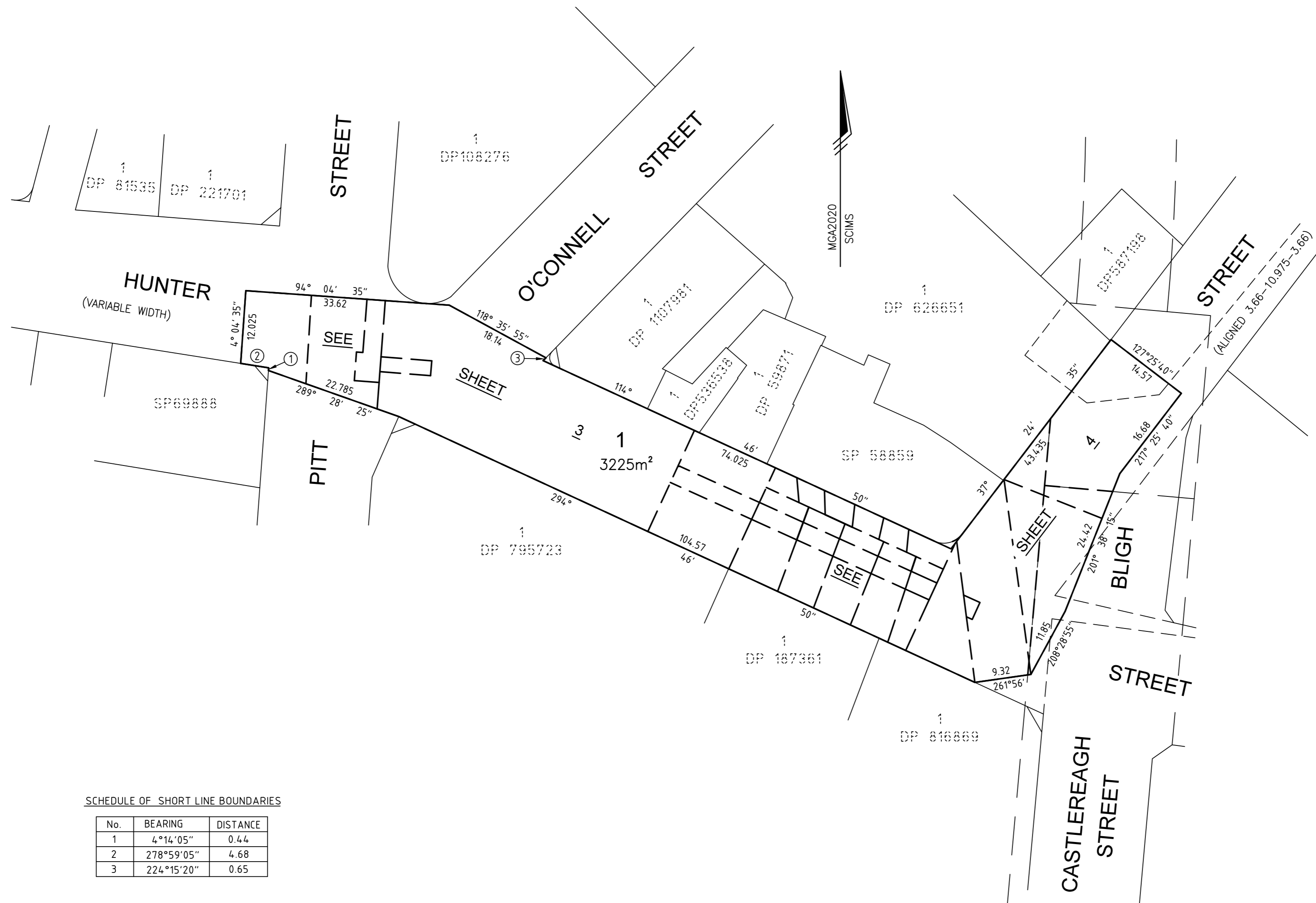
SCHEDULE OF SHORT LINE BOUNDARIES

| No. | BEARING | DISTANCE |
|-----|-----------|----------|
| 3 | 44°15'20" | 0.65 |

| | | | | |
|---|---|--|------------------------------|-----------|
| SURVEYOR Name: CHRISTOPHER JOHN MOYCE Date: 14.12.2022 Reference: PR142446-409-12C-LEASE | PLAN OF ACQUISITION OF PART OF HUNTER STREET AND BLIGH STREET FOR LEASE PURPOSES | L.G.A.: SYDNEY Locality: SYDNEY Reduction Ratio: 1: 250 Lengths are in metres | REGISTERED 15/02/2023 | DP1290486 |
|---|---|--|------------------------------|-----------|

Req:R122039 /Doc:DP 1290486 P /Rev:15-Feb-2023 /NSW IRS /Prt:16-Feb-2023 03:30 /Seq:3 of 8
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STRATUM VIEW AT RL 4.5 AHD



SCHEDULE OF SHORT LINE BOUNDARIES


| No. | BEARING | DISTANCE |
|-----|------------|----------|
| 1 | 4°14'05" | 0.44 |
| 2 | 278°59'05" | 4.68 |
| 3 | 224°15'20" | 0.65 |

LOT 1 IS A STRATUM LIMITED IN HEIGHT AND DEPTH TO HORIZONTAL PLANES AT REDUCED LEVELS SHOWN IN THE SCHEDULE OF STRATUM LIMITS ON SHEET 6 EXCLUDING THE LAND BETWEEN RL 13.72 AHD AND RL -17.26 AHD AND BETWEEN RL 13.72 AHD AND RL -18.61 AHD DESIGNATED B1 AND B2 WHICH IS PT132 IN DP1232469 AS SHOWN IN SECTIONS ON SHEET 7.

SURVEYOR
 Name: CHRISTOPHER JOHN MOYCE
 Date: 14.12.2022
 Reference: PR142446-409-12C-LEASE

PLAN OF ACQUISITION OF PART OF HUNTER STREET AND BLIGH STREET FOR LEASE PURPOSES

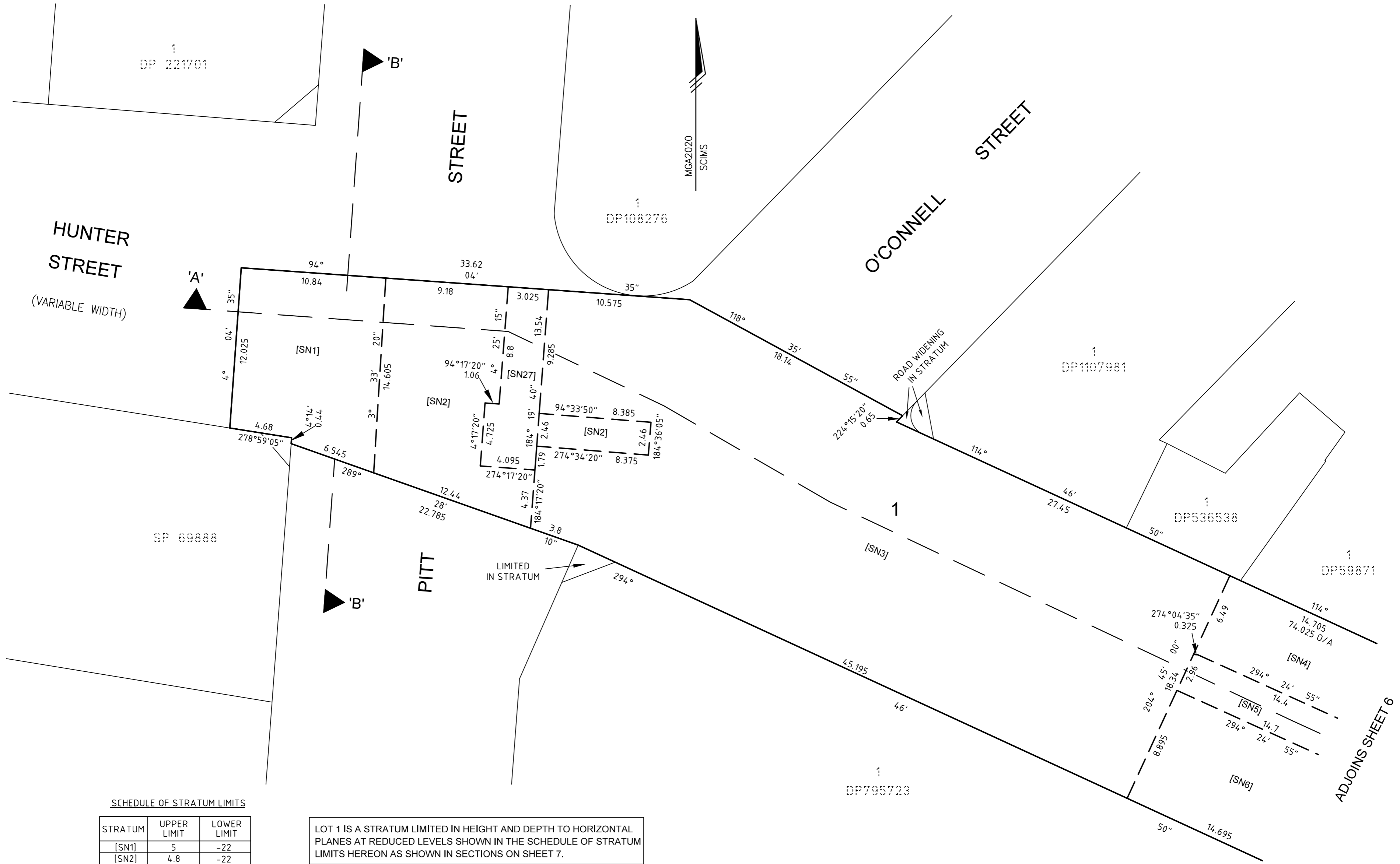
L.G.A.: SYDNEY
 Locality: SYDNEY
 Reduction Ratio: 1: 500
 Lengths are in metres

REGISTERED
 15/02/2023

DP1290486

Req:R122039 /Doc:DP 1290486 P /Rev:15-Feb-2023 /NSW LRS /Prt:16-Feb-2023 03:30 /Seq:4 of 8
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STRATUM VIEW AT RL 4.5 AHD



SCHEDULE OF STRATUM LIMITS


| STRATUM | UPPER LIMIT | LOWER LIMIT |
|---------|-------------|-------------|
| [SN1] | 5 | -22 |
| [SN2] | 4.8 | -22 |
| [SN3] | 5 | -22 |
| [SN4] | 11 | -22 |
| [SN5] | 9.1 | -22 |
| [SN6] | 11 | -22 |
| [SN27] | 4.5 | -22 |

LOT 1 IS A STRATUM LIMITED IN HEIGHT AND DEPTH TO HORIZONTAL PLANES AT REDUCED LEVELS SHOWN IN THE SCHEDULE OF STRATUM LIMITS HEREON AS SHOWN IN SECTIONS ON SHEET 7.

SURVEYOR
 Name: CHRISTOPHER JOHN MOYCE
 Date: 14.12.2022
 Reference: PR142446-409-12C-LEASE

PLAN OF ACQUISITION OF PART OF HUNTER STREET AND BLIGH STREET FOR LEASE PURPOSES

L.G.A.: SYDNEY
 Locality: SYDNEY
 Reduction Ratio: 1: 200
 Lengths are in metres

REGISTERED
 15/02/2023

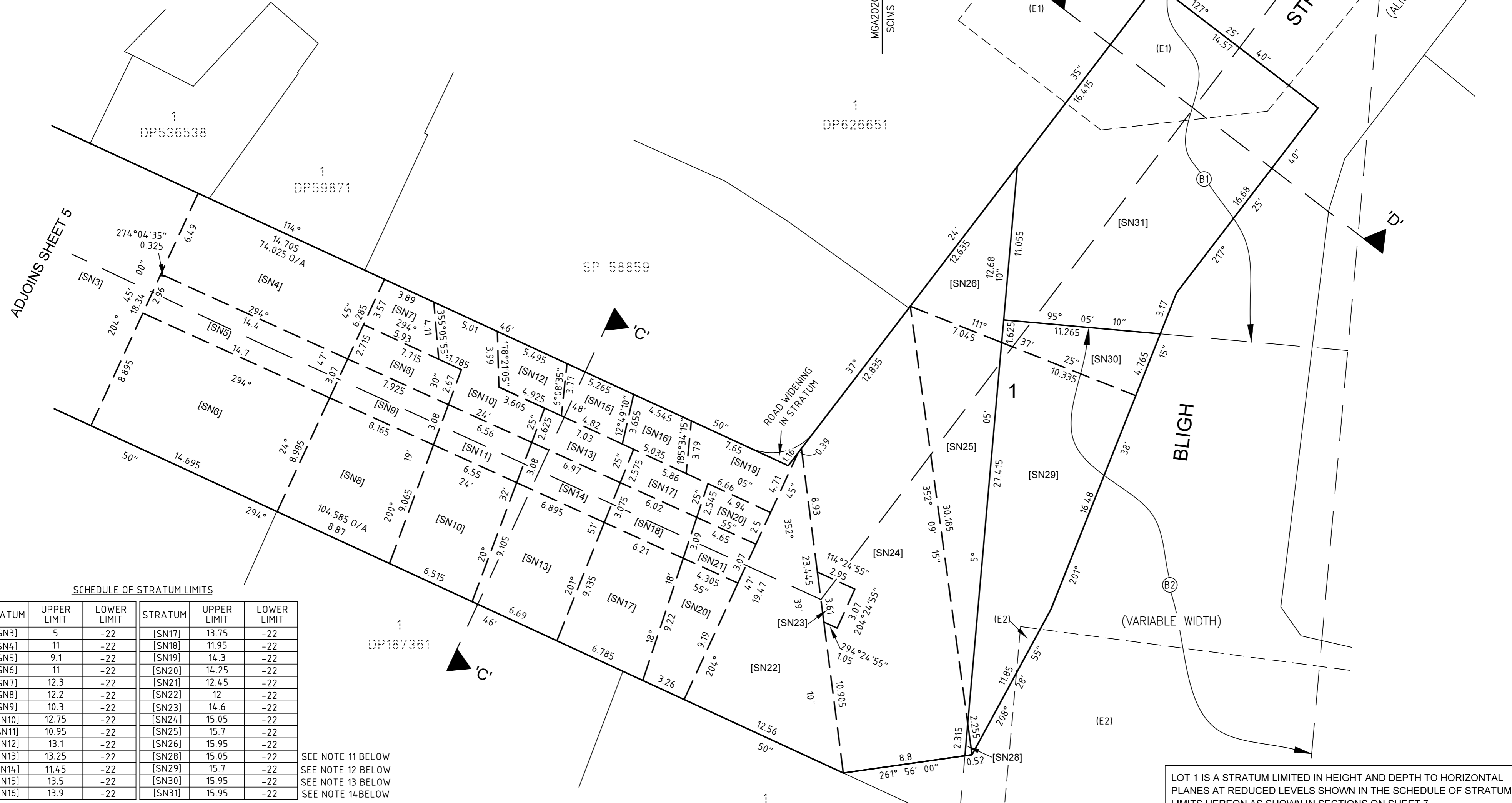
DP1290486

Req:R122039 /Doc:DP 1290486 P /Rev:15-Feb-2023 /NSW LRS /Prt:16-Feb-2023 03:30 /Seq:5 of 8
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STRATUM VIEW AT RL 5.0 AHD

- (E1) PROPOSED EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 10 AND 13.75 WIDE AND VARIABLE WIDTH LIMITED IN HEIGHT AND DEPTH TO REGULAR INCLINED PLANES AS SHOWN ON DP1169652
- (E2) EASEMENT FOR ROCK ANCHORS 18 WIDE, 18.5 WIDE, 27 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM (VIDE NSW GOV GAZ 29-09-2017 FOL 5760)

- (B1) PT 132 DP1232469 IN STRATUM UPPER LIMIT RL 13.72 AHD LOWER LIMIT RL -17.26 AHD
- (B2) PT 132 DP1232469 IN STRATUM UPPER LIMIT RL 13.72 AHD LOWER LIMIT RL -18.61 AHD



SCHEDULE OF STRATUM LIMITS

| STRATUM | UPPER LIMIT | LOWER LIMIT | STRATUM | UPPER LIMIT | LOWER LIMIT |
|---------|-------------|-------------|---------|-------------|-------------|
| [SN3] | 5 | -22 | [SN17] | 13.75 | -22 |
| [SN4] | 11 | -22 | [SN18] | 11.95 | -22 |
| [SN5] | 9.1 | -22 | [SN19] | 14.3 | -22 |
| [SN6] | 11 | -22 | [SN20] | 14.25 | -22 |
| [SN7] | 12.3 | -22 | [SN21] | 12.45 | -22 |
| [SN8] | 12.2 | -22 | [SN22] | 12 | -22 |
| [SN9] | 10.3 | -22 | [SN23] | 14.6 | -22 |
| [SN10] | 12.75 | -22 | [SN24] | 15.05 | -22 |
| [SN11] | 10.95 | -22 | [SN25] | 15.7 | -22 |
| [SN12] | 13.1 | -22 | [SN26] | 15.95 | -22 |
| [SN13] | 13.25 | -22 | [SN28] | 15.05 | -22 |
| [SN14] | 11.45 | -22 | [SN29] | 15.7 | -22 |
| [SN15] | 13.5 | -22 | [SN30] | 15.95 | -22 |
| [SN16] | 13.9 | -22 | [SN31] | 15.95 | -22 |

SEE NOTE 11 BELOW
 SEE NOTE 12 BELOW
 SEE NOTE 13 BELOW
 SEE NOTE 14 BELOW

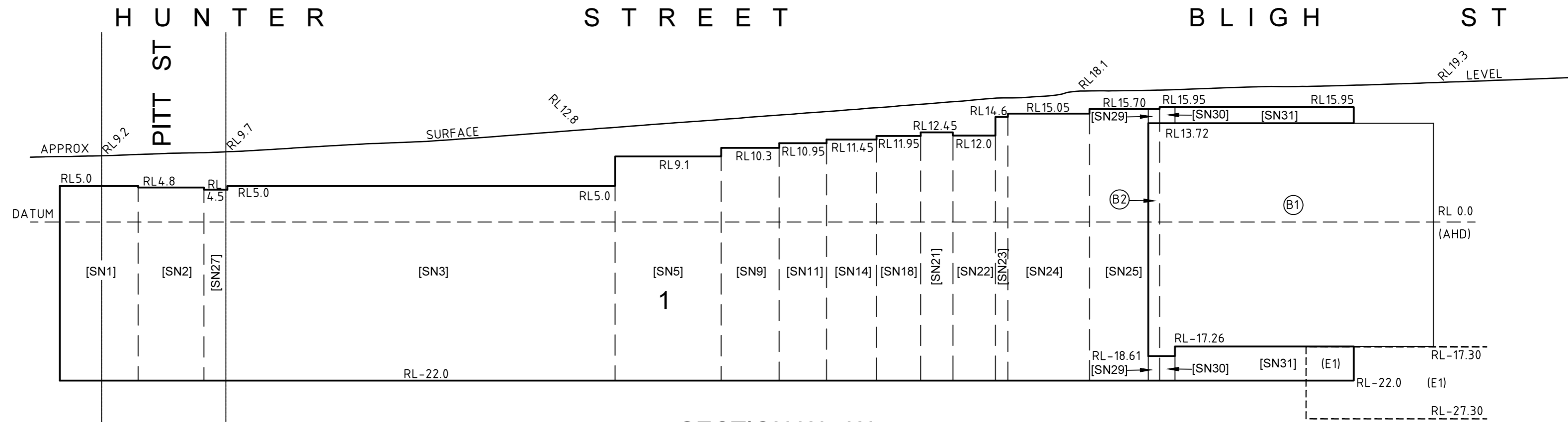
- NOTE 11 - [SN28] EXCLUDES THE LAND BETWEEN RL 13.72 AHD AND RL -18.61 AHD DESIGNATED B2 WHICH IS PT 132 IN DP1232469
- NOTE 12 - [SN29] EXCLUDES THE LAND BETWEEN RL 13.72 AHD AND RL -18.61 AHD DESIGNATED B2 WHICH IS PT 132 IN DP1232469
- NOTE 13 - [SN30] EXCLUDES THE LAND BETWEEN RL 13.72 AHD AND RL -18.61 AHD DESIGNATED B2 WHICH IS PT 132 IN DP1232469
- NOTE 14 - [SN31] EXCLUDES THE LAND BETWEEN RL 13.72 AHD AND RL -17.26 AHD DESIGNATED B1 WHICH IS PT 132 IN DP1232469

LOT 1 IS A STRATUM LIMITED IN HEIGHT AND DEPTH TO HORIZONTAL PLANES AT REDUCED LEVELS SHOWN IN THE SCHEDULE OF STRATUM LIMITS HEREON AS SHOWN IN SECTIONS ON SHEET 7.

| | | | | |
|---|--|------------------------------------|--------------------------|------------------|
| SURVEYOR Name: CHRISTOPHER JOHN MOYCE Date: 14.12.2022 Reference: PR142446-409-12C-LEASE | PLAN OF ACQUISITION OF PART OF HUNTER STREET AND BLIGH STREET FOR LEASE PURPOSES | L.G.A.: SYDNEY Locality: SYDNEY | REGISTERED 15/02/2023 | DP1290486 |
| | Reduction Ratio: 1: 200 Lengths are in metres | | | |
| | | | | |
| | | | | |

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NATURAL SURFACE NOT SURVEYED. INDICATIVE ONLY. DERIVED FROM TOPOGRAPHIC CONTOURS



SECTION 'A' - 'A' SCALE 1:500 NATURAL

SCHEDULE OF STRATUM LIMITS

| STRATUM | UPPER LIMIT | LOWER LIMIT | STRATUM | UPPER LIMIT | LOWER LIMIT |
|---------|-------------|-------------|---------|-------------|-------------|
| [SN1] | 5 | -22 | [SN17] | 13.75 | -22 |
| [SN2] | 4.8 | -22 | [SN18] | 11.95 | -22 |
| [SN3] | 5 | -22 | [SN19] | 14.3 | -22 |
| [SN4] | 11 | -22 | [SN20] | 14.25 | -22 |
| [SN5] | 9.1 | -22 | [SN21] | 12.45 | -22 |
| [SN6] | 11 | -22 | [SN22] | 12 | -22 |
| [SN7] | 12.3 | -22 | [SN23] | 14.6 | -22 |
| [SN8] | 12.2 | -22 | [SN24] | 15.05 | -22 |
| [SN9] | 10.3 | -22 | [SN25] | 15.7 | -22 |
| [SN10] | 12.75 | -22 | [SN26] | 15.95 | -22 |
| [SN11] | 10.95 | -22 | [SN27] | 4.5 | -22 |
| [SN12] | 13.1 | -22 | [SN28] | 15.05 | -22 |
| [SN13] | 13.25 | -22 | [SN29] | 15.7 | -22 |
| [SN14] | 11.45 | -22 | [SN30] | 15.95 | -22 |
| [SN15] | 13.5 | -22 | [SN31] | 15.95 | -22 |
| [SN16] | 13.9 | -22 | | | |

SEE NOTE 11 BELOW
SEE NOTE 12 BELOW
SEE NOTE 13 BELOW
SEE NOTE 14 BELOW

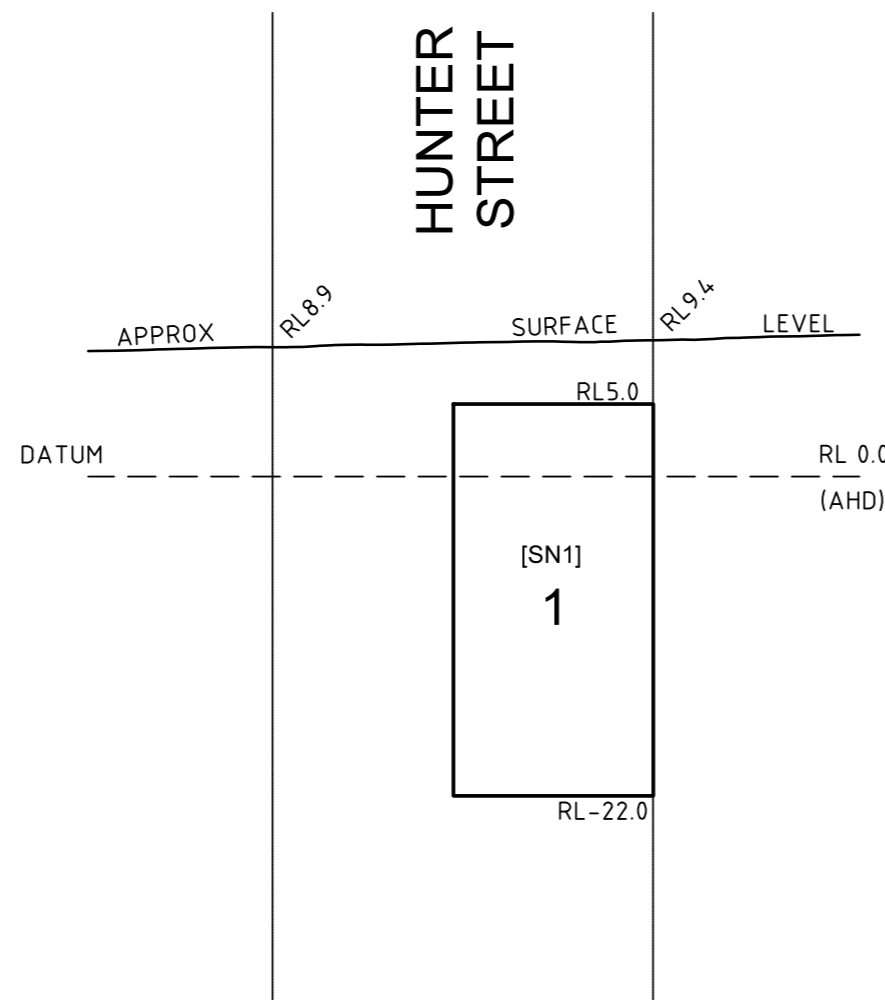
NOTE 11 - [SN28] EXCLUDES THE LAND BETWEEN RL 13.72 AHD AND RL -18.61 AHD DESIGNATED B2 WHICH IS PT 132 IN DP1232469
NOTE 12 - [SN29] EXCLUDES THE LAND BETWEEN RL 13.72 AHD AND RL -18.61 AHD DESIGNATED B2 WHICH IS PT 132 IN DP1232469
NOTE 13 - [SN30] EXCLUDES THE LAND BETWEEN RL 13.72 AHD AND RL -18.61 AHD DESIGNATED B2 WHICH IS PT 132 IN DP1232469
NOTE 14 - [SN31] EXCLUDES THE LAND BETWEEN RL 13.72 AHD AND RL -17.26 AHD DESIGNATED B1 WHICH IS PT 132 IN DP1232469

(B1) PT 132 DP1232469 IN STRATUM UPPER LIMIT RL 13.72 AHD LOWER LIMIT RL -17.26 AHD

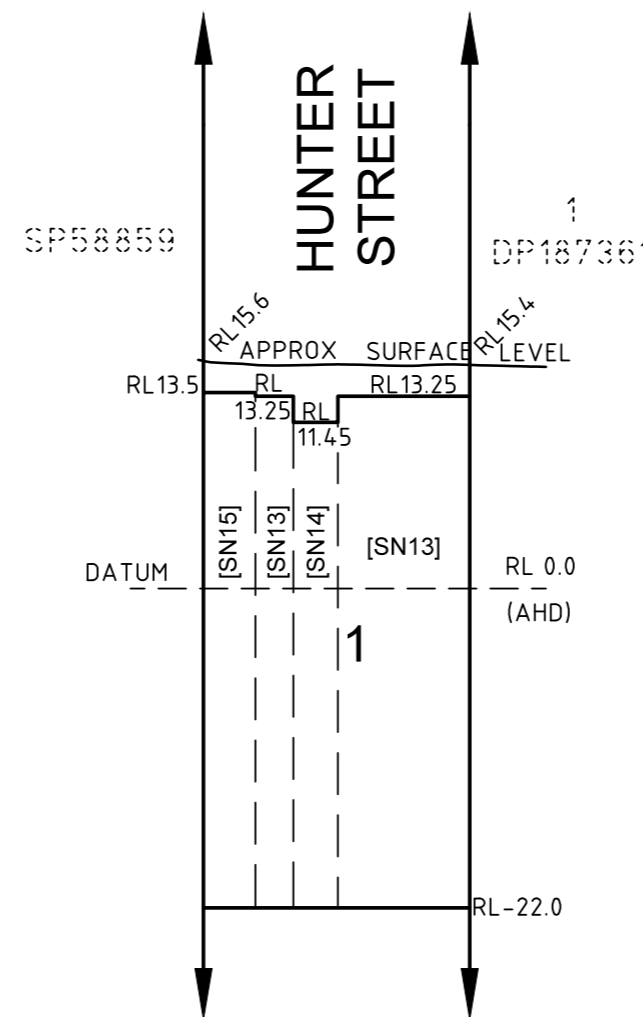
(B2) PT 132 DP1232469 IN STRATUM UPPER LIMIT RL 13.72 AHD LOWER LIMIT RL -18.61 AHD

(E1) PROPOSED EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 10 AND 13.75 WIDE AND VARIABLE WIDTH LIMITED IN HEIGHT AND DEPTH TO REGULAR INCLINED PLANES AS SHOWN ON DP1169652

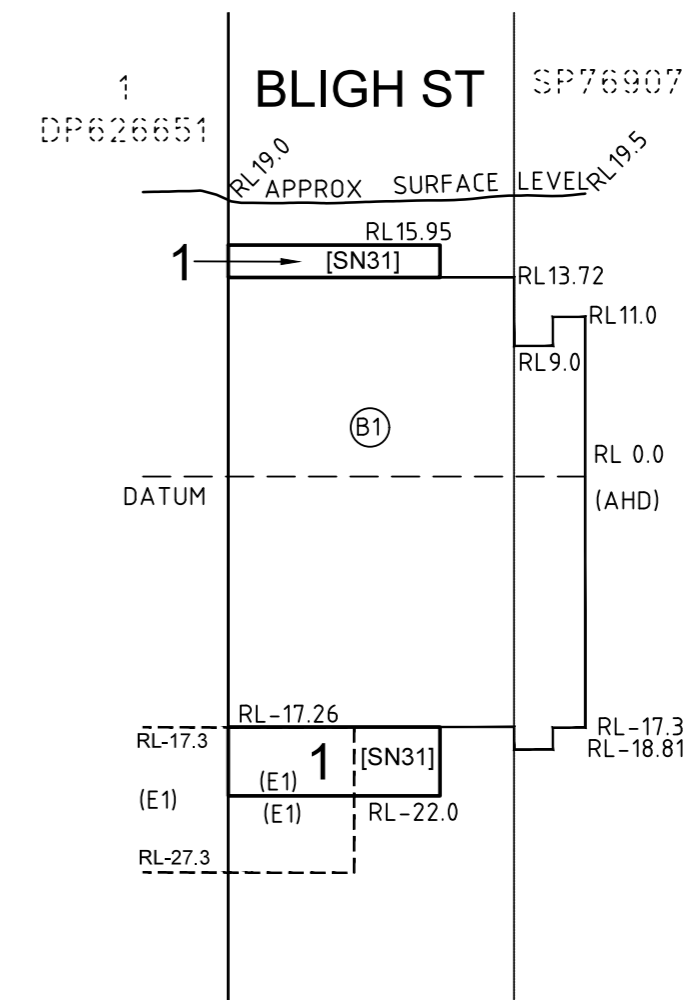
LOT 1 IS A STRATUM LIMITED IN HEIGHT AND DEPTH TO HORIZONTAL PLANES AT REDUCED LEVELS SHOWN IN THE SCHEDULE OF STRATUM LIMITS HEREON AS SHOWN IN SECTIONS HEREON.



SECTION 'B' - 'B' SCALE 1:500 NATURAL



SECTION 'C' - 'C' SCALE 1:500 NATURAL



SECTION 'D' - 'D' SCALE 1:500 NATURAL

| | | | | |
|---|--|--|--------------------------|-----------|
| SURVEYOR Name: CHRISTOPHER JOHN MOYCE Date: 14.12.2022 Reference: PR142446-409-12C-LEASE | PLAN OF ACQUISITION OF PART OF HUNTER STREET AND BLIGH STREET FOR LEASE PURPOSES | L.G.A.: SYDNEY Locality: SYDNEY Reduction Ratio: 1: 500 Lengths are in metres | REGISTERED 15/02/2023 | DP1290486 |
|---|--|--|--------------------------|-----------|



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PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheet(s)

| | |
|---|--|
| <p>Registered:  15/02/2023</p> <p>Title System: OLD SYSTEM & CROWN LAND</p> | <p>Office Use Only</p> <p style="text-align: center; font-size: 2em;">DP1290486</p> |
| <p>PLAN OF ACQUISITION OF PART OF HUNTER STREET AND BLIGH STREET FOR LEASE PURPOSES</p> | <p>LGA: SYDNEY Locality: SYDNEY Parish: ST JAMES County: CUMBERLAND</p> |
| <p style="text-align: center;">Survey Certificate</p> <p>I, CHRISTOPHER JOHN MOYCE of RPS AAP CONSULTING PTY LTD a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 14-12-2022....., or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding **) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: "X" – "Y" Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: 15-12-2022</p> <p>Surveyor Identification No: SU001671 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.</p> | <p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p> |
| <p>Plans used in the preparation of survey/compilation: DP850895, DP883165, DP1024157, DP1039287, DP1050048, DP1055561, DP1066602, DP1196090, DP1231659, DP1232469, DP1288488</p> | <p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p style="text-align: center;">CITY OF SYDNEY</p> <p style="text-align: center;">THE DEFINITION OF THE ALIGNMENT OF: BLIGHT ST, HUNTER ST, O'CONNELL ST AND PITT ST</p> <p>Signature: Registration Number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number:</p> <p style="text-align: center;">TO THE EXTENT SHOWN HEREON IS SATISFACTORY TO THE COUNCIL OF THE CITY OF SYDNEY</p> <p>*Strike through if inapplicable. LAURA ELIZABETH WALSH REGISTERED SURVEYOR 1002229</p> <p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO ACQUIRE LOT 1 FOR LEASE PURPOSES</p> |
| <p>Surveyor's Reference: PR142446-409-12C-LEASE</p> | <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p> |

ROADS ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

NOTICE OF COMPULSORY ACQUISITION OF LAND

Lachlan Shire Council declares with the approval of Her Excellency the Governor that the lands described in the Schedule below are acquired by compulsory process in accordance with the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for a public road.

Dated at Condobolin this 22nd day of February 2023

Greg Tory
General Manager

Schedule

Lots 1-4 DP1261794 being part of the land comprised in folios 7006/1029763, 7009/1057453, 7005/1029763 and 7308/1151003

ROADS ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

NOTICE OF COMPULSORY ACQUISITION OF LAND

Parkes 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 an access road.

Dated at Parkes this Twenty Third day of February 2023

Kent Boyd
General Manager

Schedule

Lot 3 DP1274588 being part of the land comprised in 7025/1117167

LOCAL GOVERNMENT ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

NOTICE OF COMPULSORY ACQUISITION OF LAND

Lachlan 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 expansion of a waste facility.

Dated at Condobolin this 22nd day of February 2023

Greg Tory
General Manager

Schedule

Lot 1 DP1261793 being the land comprised in 79/752333 and part of the land comprised in 7308/1151003