



Government Gazette

of the State of

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Number 360–Compulsory Acquisitions

Friday, 18 August 2023

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TRANSPORT ADMINISTRATION ACT 1988

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land for the Purposes of the Transport Administration Act 1988

Sydney Metro by its delegate declares, with the approval of Her Excellency the Governor, that the easement described in the Schedules below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by section 38C and clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

PETER REGAN
Chief Executive
Sydney Metro

SCHEDULE 1

An easement for rock anchors on the terms set out in Schedule 2, and over that part of that piece or parcel of land situated at Sydney, in the Local Government Area of Sydney, Parish of St James and County of Cumberland, being that part of:

- Government Gazette 31 December 1834 Folio 920;
- Government Gazette 7 January 1835 Folios 9 to 10;
- Government Gazette 21 May 1834 Folio 303;
- Government Gazette 28 May 1834 Folio 320;
- Government Gazette 25 June 1834 Folio 425;
- Government Gazette 2 July 1834 Folio 446; and
- Certificate of Title Volume 6206 Folios 11 to 14 inclusive,

shown marked "(RA)" on DP1294719.

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 expiry of the Easement under clause 1.3.

1.2 Terms of the Easement

- (a) The Owner of the Lot Burdened grants to the Authority Benefited full, free and unimpeded right for the Authority Benefited to:
 - (i) enter on, pass and repass over 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 Lot Burdened to gain access to the Easement Site; and
 - (B) taking anything on to the Lot Burdened; and
 - (ii) have the Rock Anchors remain on the Easement Site until expiry of the Easement under clause 1.3.
- (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 of Rock Anchors and expiry of the Easement

- (a) As soon as practicable after the date on which the Authority Benefited no longer requires the rights under this Easement (and by no later than the date in paragraph 1.3(b)(i)), the Authority Benefited must:
 - (i) de-stress any stressed Rock Anchors but is not required to remove any Rock Anchors installed on the Easement Site pursuant to this Easement; and
 - (ii) notify the Owner of the Lot Burdened in writing.
- (b) This Easement will expire on the earlier to occur of:
 - (i) 31 October 2035; and

- (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under paragraph (a)(ii).
- (c) If this Easement has expired under paragraph (b), the Owner of the Lot Burdened may, 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.

1.4 Incorporation of definitions and interpretation clauses

The provisions of clause 2 apply to this Easement to the extent relevant.

The name of the persons empowered to release, vary or modify this Easement:

The Authority Benefited.

2. GENERAL

2.1 Exercise of the benefit of the Easement

The Authority Benefited may, in its discretion, permit any of its Authorised Users to exercise its rights and perform its obligations under any Easement from time to time.

2.2 Conditions

Each of the Conditions constitute and are covenants and agreements by and between the Authority Benefited and the Owner of the Lot Burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements must pass with the benefit and burden of the Easement.

2.3 Definitions

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

Authorised Users means the agents, employees, contractors (and each of their subcontractors at any level) and consultants of the Authority Benefited and any other person authorised by the Authority Benefited to exercise the rights and perform the obligations of an Authorised User under this Easement.

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

Building means the building and other structures (or any part of the building or other structures) on the Lot Burdened from time to time.

Conditions means the conditions contained in each Easement, excluding the section titled "Easement summary" and including the general provisions set out in this clause 2.

Easement means the easement in this instrument and includes the Conditions in relation to this easement.

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

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

Existing Building Structures means any improvements located within the Easement Site at the commencement of the Easement.

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

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

Occupier means any person who is legally entitled and authorised to occupy any part of the Lot Burdened from time to time.

Owner of the Lot Burdened means every person who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened and any Owners Corporation in relation to the Lot Burdened.

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

Permitted Purpose means installing Rock Anchors within the Easement Site and all works and activities associated with such installation, including replacement or removal of the Rock Anchors.

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

(Sydney Metro Document Number: SM-23-000784)

TRANSPORT ADMINISTRATION ACT 1988

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

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PETER REGAN
Chief Executive
Sydney Metro

SCHEDULE 1

An easement for rock anchors on the terms set out in Schedule 2, and over that part of that piece or parcel of land situated at Sydney, in the Local Government Area of Sydney, Parish of St James and County of Cumberland, being that part of Lot 1 in Deposited Plan 1039996, shown marked "(RA)" on Drawing Ref PR142446-411-HW-DP5 , a copy of which is set out in Schedule 3.

SCHEDULE 2

1. EASEMENT FOR ROCK ANCHORS

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This Easement provides the Authority Benefited with:

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 - (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;
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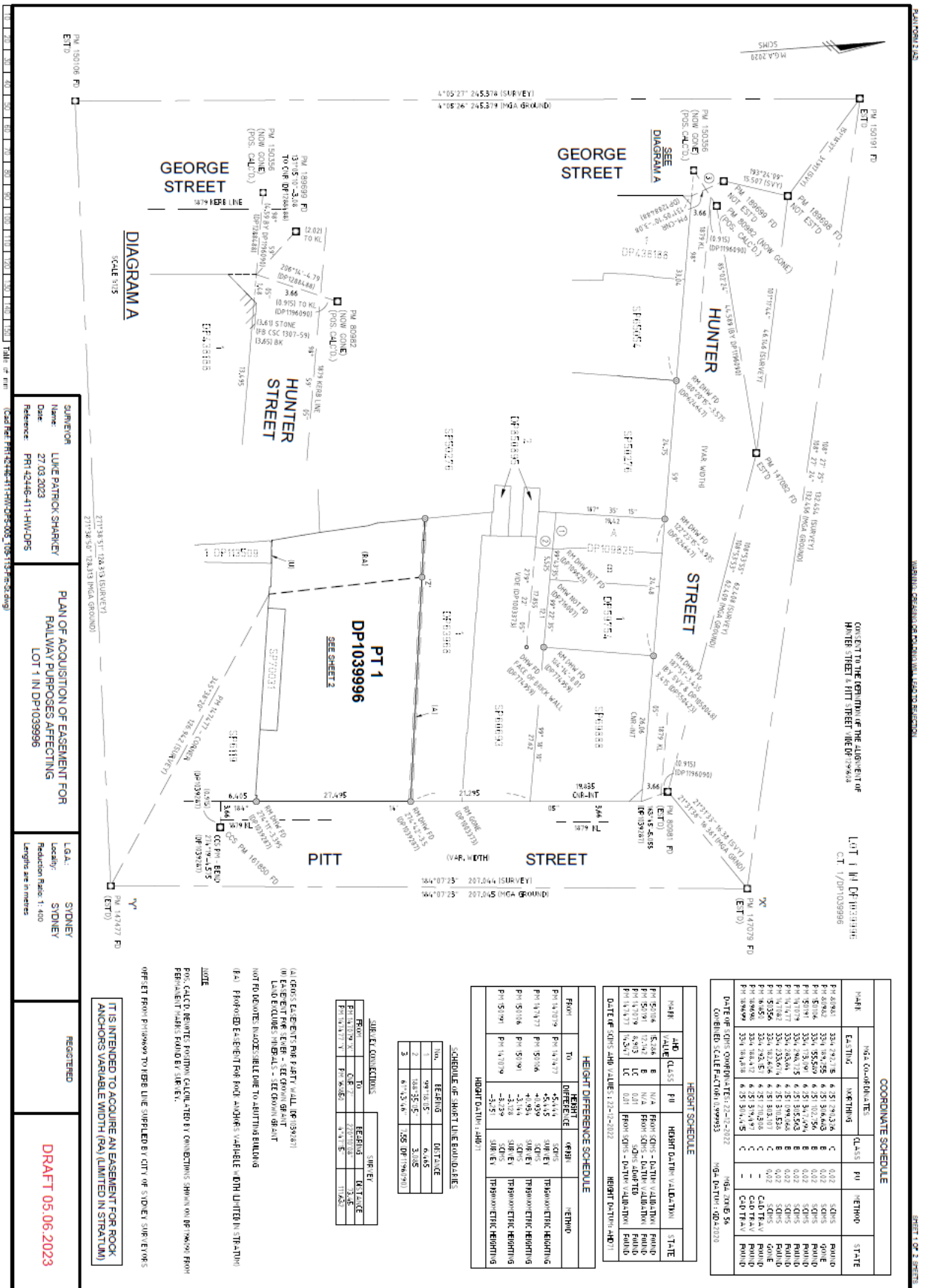
Owner of the Lot Burdened means every person who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened and any Owners Corporation in relation to 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.

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

SCHEDULE 3



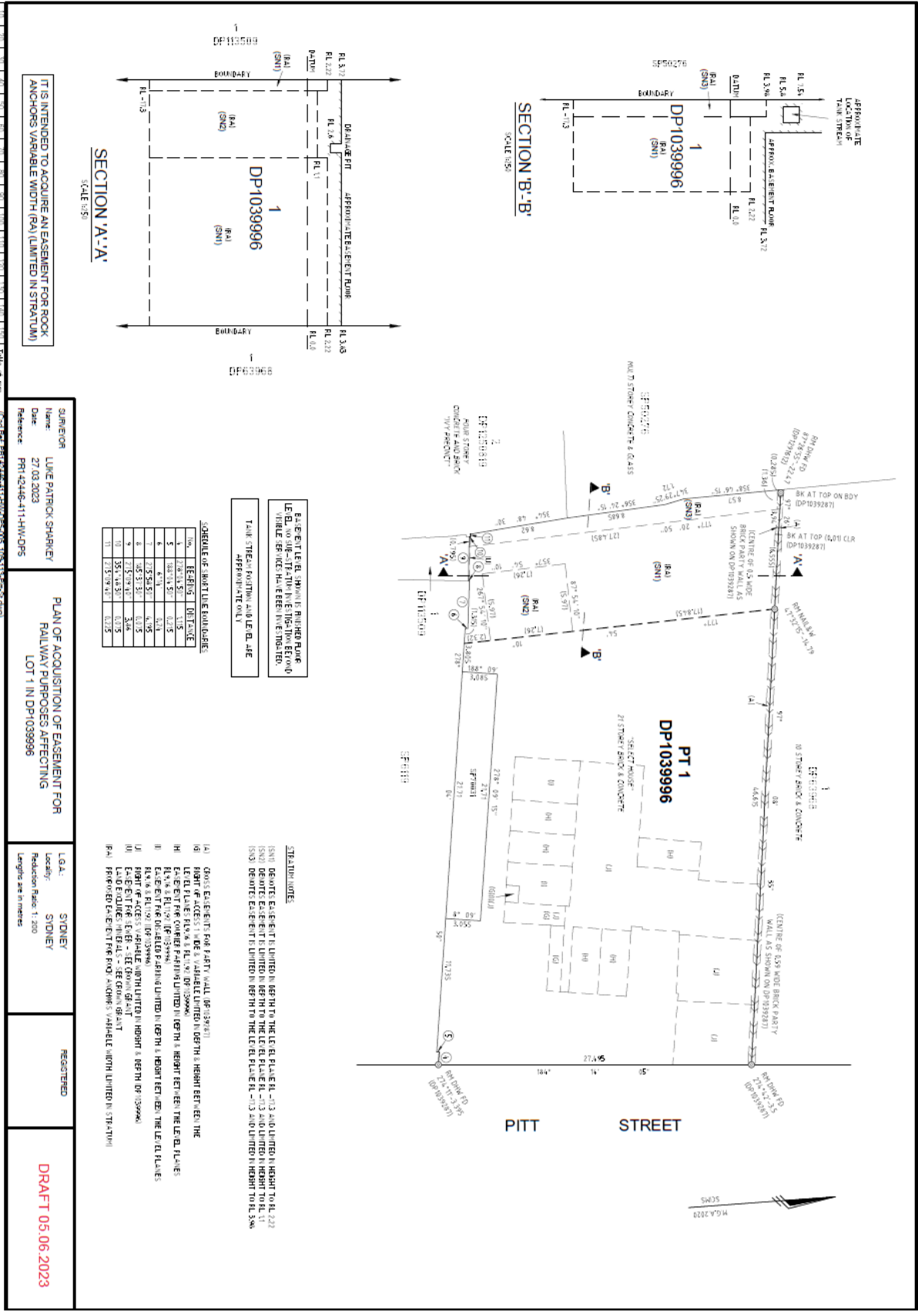
CONNECT TO THE TERMINAL OF THE ALIGNMENT OF HUNTER STREET & PITT STREET UNDER 10x24m

LOT 1 (PT DP1039996)

CT 1/DP1039996

COORDINATE SCHEDULE					
MARK	NSG Co-ordinate	CLASS	PI	METHOD	STATE
PM 150296	354 782.18	4.35	2013/13	C	0.02
PM 150297	354 784.95	4.35	2013/13	C	0.02
PM 150298	354 787.72	4.35	2013/13	C	0.02
PM 150299	354 790.49	4.35	2013/13	C	0.02
PM 150300	354 793.26	4.35	2013/13	C	0.02
PM 150301	354 796.03	4.35	2013/13	C	0.02
PM 150302	354 798.80	4.35	2013/13	C	0.02
PM 150303	354 801.57	4.35	2013/13	C	0.02
PM 150304	354 804.34	4.35	2013/13	C	0.02
PM 150305	354 807.11	4.35	2013/13	C	0.02
PM 150306	354 809.88	4.35	2013/13	C	0.02
PM 150307	354 812.65	4.35	2013/13	C	0.02
PM 150308	354 815.42	4.35	2013/13	C	0.02
PM 150309	354 818.19	4.35	2013/13	C	0.02
PM 150310	354 820.96	4.35	2013/13	C	0.02
PM 150311	354 823.73	4.35	2013/13	C	0.02
PM 150312	354 826.50	4.35	2013/13	C	0.02
PM 150313	354 829.27	4.35	2013/13	C	0.02
PM 150314	354 832.04	4.35	2013/13	C	0.02
PM 150315	354 834.81	4.35	2013/13	C	0.02
PM 150316	354 837.58	4.35	2013/13	C	0.02
PM 150317	354 840.35	4.35	2013/13	C	0.02
PM 150318	354 843.12	4.35	2013/13	C	0.02
PM 150319	354 845.89	4.35	2013/13	C	0.02
PM 150320	354 848.66	4.35	2013/13	C	0.02
PM 150321	354 851.43	4.35	2013/13	C	0.02
PM 150322	354 854.20	4.35	2013/13	C	0.02
PM 150323	354 856.97	4.35	2013/13	C	0.02
PM 150324	354 859.74	4.35	2013/13	C	0.02
PM 150325	354 862.51	4.35	2013/13	C	0.02
PM 150326	354 865.28	4.35	2013/13	C	0.02
PM 150327	354 868.05	4.35	2013/13	C	0.02
PM 150328	354 870.82	4.35	2013/13	C	0.02
PM 150329	354 873.59	4.35	2013/13	C	0.02
PM 150330	354 876.36	4.35	2013/13	C	0.02
PM 150331	354 879.13	4.35	2013/13	C	0.02
PM 150332	354 881.90	4.35	2013/13	C	0.02
PM 150333	354 884.67	4.35	2013/13	C	0.02
PM 150334	354 887.44	4.35	2013/13	C	0.02
PM 150335	354 890.21	4.35	2013/13	C	0.02
PM 150336	354 892.98	4.35	2013/13	C	0.02
PM 150337	354 895.75	4.35	2013/13	C	0.02
PM 150338	354 898.52	4.35	2013/13	C	0.02
PM 150339	354 901.29	4.35	2013/13	C	0.02
PM 150340	354 904.06	4.35	2013/13	C	0.02
PM 150341	354 906.83	4.35	2013/13	C	0.02
PM 150342	354 909.60	4.35	2013/13	C	0.02
PM 150343	354 912.37	4.35	2013/13	C	0.02
PM 150344	354 915.14	4.35	2013/13	C	0.02
PM 150345	354 917.91	4.35	2013/13	C	0.02
PM 150346	354 920.68	4.35	2013/13	C	0.02
PM 150347	354 923.45	4.35	2013/13	C	0.02
PM 150348	354 926.22	4.35	2013/13	C	0.02
PM 150349	354 928.99	4.35	2013/13	C	0.02
PM 150350	354 931.76	4.35	2013/13	C	0.02
PM 150351	354 934.53	4.35	2013/13	C	0.02
PM 150352	354 937.30	4.35	2013/13	C	0.02
PM 150353	354 940.07	4.35	2013/13	C	0.02
PM 150354	354 942.84	4.35	2013/13	C	0.02
PM 150355	354 945.61	4.35	2013/13	C	0.02
PM 150356	354 948.38	4.35	2013/13	C	0.02
PM 150357	354 951.15	4.35	2013/13	C	0.02
PM 150358	354 953.92	4.35	2013/13	C	0.02
PM 150359	354 956.69	4.35	2013/13	C	0.02
PM 150360	354 959.46	4.35	2013/13	C	0.02
PM 150361	354 962.23	4.35	2013/13	C	0.02
PM 150362	354 965.00	4.35	2013/13	C	0.02
PM 150363	354 967.77	4.35	2013/13	C	0.02
PM 150364	354 970.54	4.35	2013/13	C	0.02
PM 150365	354 973.31	4.35	2013/13	C	0.02
PM 150366	354 976.08	4.35	2013/13	C	0.02
PM 150367	354 978.85	4.35	2013/13	C	0.02
PM 150368	354 981.62	4.35	2013/13	C	0.02
PM 150369	354 984.39	4.35	2013/13	C	0.02
PM 150370	354 987.16	4.35	2013/13	C	0.02
PM 150371	354 989.93	4.35	2013/13	C	0.02
PM 150372	354 992.70	4.35	2013/13	C	0.02
PM 150373	354 995.47	4.35	2013/13	C	0.02
PM 150374	354 998.24	4.35	2013/13	C	0.02
PM 150375	354 1001.01	4.35	2013/13	C	0.02
PM 150376	354 1003.78	4.35	2013/13	C	0.02
PM 150377	354 1006.55	4.35	2013/13	C	0.02
PM 150378	354 1009.32	4.35	2013/13	C	0.02
PM 150379	354 1012.09	4.35	2013/13	C	0.02
PM 150380	354 1014.86	4.35	2013/13	C	0.02
PM 150381	354 1017.63	4.35	2013/13	C	0.02
PM 150382	354 1020.40	4.35	2013/13	C	0.02
PM 150383	354 1023.17	4.35	2013/13	C	0.02
PM 150384	354 1025.94	4.35	2013/13	C	0.02
PM 150385	354 1028.71	4.35	2013/13	C	0.02
PM 150386	354 1031.48	4.35	2013/13	C	0.02
PM 150387	354 1034.25	4.35	2013/13	C	0.02
PM 150388	354 1037.02	4.35	2013/13	C	0.02
PM 150389	354 1039.79	4.35	2013/13	C	0.02
PM 150390	354 1042.56	4.35	2013/13	C	0.02
PM 150391	354 1045.33	4.35	2013/13	C	0.02
PM 150392	354 1048.10	4.35	2013/13	C	0.02
PM 150393	354 1050.87	4.35	2013/13	C	0.02
PM 150394	354 1053.64	4.35	2013/13	C	0.02
PM 150395	354 1056.41	4.35	2013/13	C	0.02
PM 150396	354 1059.18	4.35	2013/13	C	0.02
PM 150397	354 1061.95	4.35	2013/13	C	0.02
PM 150398	354 1064.72	4.35	2013/13	C	0.02
PM 150399	354 1067.49	4.35	2013/13	C	0.02
PM 150400	354 1070.26	4.35	2013/13	C	0.02

HEIGHT DIFFERENCE SCHEDULE					
MARK	CLASS	PI	HEIGHT DIFF. VALD. (M)	STATE	
PM 150296	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150296
PM 150297	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150297
PM 150298	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150298
PM 150299	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150299
PM 150300	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150300
PM 150301	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150301
PM 150302	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150302
PM 150303	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150303
PM 150304	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150304
PM 150305	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150305
PM 150306	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150306
PM 150307	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150307
PM 150308	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150308
PM 150309	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150309
PM 150310	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150310
PM 150311	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150311
PM 150312	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150312
PM 150313	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150313
PM 150314	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150314
PM 150315	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150315
PM 150316	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150316
PM 150317	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150317
PM 150318	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150318
PM 150319	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150319
PM 150320	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150320
PM 150321	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150321
PM 150322	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150322
PM 150323	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150323
PM 150324	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150324
PM 150325	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150325
PM 150326	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150326
PM 150327	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150327
PM 150328	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150328
PM 150329	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150329
PM 150330	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150330
PM 150331	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150331
PM 150332	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150332
PM 150333	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150333
PM 150334	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150334
PM 150335	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150335
PM 150336	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150336
PM 150337	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150337
PM 150338	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150338
PM 150339	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150339
PM 150340	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150340
PM 150341	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150341
PM 150342	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150342
PM 150343	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150343
PM 150344	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150344
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PM 150346	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150346
PM 150347	4.346	B	N/A	FROM SCS - DATUM VALIDATION	PM 150347
PM 150348	4.346	B	N/A	FROM SCS - DATUM VALIDATION	



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

SUBJECT: LUIE PATRICK SHARKEY
 Name: LUIE PATRICK SHARKEY
 Date: 27.03.2023
 Reference: PR1-4246-411-HM-WOPS

PLAN OF ACQUISITION OF EASEMENT FOR RAILWAY PURPOSES AFFECTING LOT 1 IN DP1039996

L.G.A.: STONEY
 Locality: STONEY
 Reduction Plane: 1:200
 Lengths are in metres

REGISTERED

DRAFT 05.06.2023

SECTION 'A-A'
SCALE: 1:50

SCHEDULE OF SHORTLINE EASEMENTS

NO.	LENGTH	OFFSET
1	1.00	0.15
2	1.00	0.15
3	1.00	0.15
4	1.00	0.15
5	1.00	0.15
6	1.00	0.15
7	1.00	0.15
8	1.00	0.15
9	1.00	0.15
10	1.00	0.15
11	1.00	0.15

PLEASE NOTE: THE SHOWN RAILWAY PLANS ARE SUBJECT TO THE RAILWAY ACT 1985 AND THE RAILWAY REGULATIONS 1985. THE SHOWN RAILWAY PLANS ARE SUBJECT TO THE RAILWAY ACT 1985 AND THE RAILWAY REGULATIONS 1985.

STATION NOTES:
 (S1) DEWATER EASEMENT LIMITED IN DEPTH TO THE LEFT OF PLANE RL -113 AND LIMITED IN HEIGHT TO RL 222
 (S2) DEWATER EASEMENT LIMITED IN DEPTH TO THE LEFT OF PLANE RL -113 AND LIMITED IN HEIGHT TO RL 210
 (S3) DEWATER EASEMENT LIMITED IN DEPTH TO THE LEFT OF PLANE RL -113 AND LIMITED IN HEIGHT TO RL 200

STATION NOTES:
 (A) GROSS EASEMENTS FOR PARTY WALL (R1-139/141)
 (B) RIGHT OF ACCESS TO A VARIABLY LIMITED IN DEPTH & HEIGHT BETWEEN THE LEFT OF PLANE RL 300 & RL 301 FOR (S1) AND (S2)
 (C) EASEMENT FOR OVERHEAD PAVING LIMITED IN DEPTH & HEIGHT BETWEEN THE LEFT OF PLANE RL 300 & RL 301 FOR (S1) AND (S2)
 (D) RIGHT OF ACCESS VARIABLE WIDTH LIMITED IN HEIGHT & DEPTH FOR (S1) AND (S2)
 (E) EASEMENT FOR OVERHEAD PAVING LIMITED IN DEPTH & HEIGHT BETWEEN THE LEFT OF PLANE RL 300 & RL 301 FOR (S1) AND (S2)
 (F) REVERSE EASEMENT FOR ROCK ANCHORS VARIABLE WIDTH LIMITED IN STRATUM

TRANSPORT ADMINISTRATION ACT 1988

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land for the Purposes of the Transport Administration Act 1988

Sydney Metro by its delegate declares, with the approval of Her Excellency the Governor, that the easement described in the Schedules below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by section 38C and clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

PETER REGAN
Chief Executive
Sydney Metro

SCHEDULE 1

An easement for rock anchors on the terms set out in Schedule 2, and over that part of that piece or parcel of land situated at Sydney, in the Local Government Area of Sydney, Parish of St James and County of Cumberland, being that part of Lot 2 in Deposited Plan 1250819, shown marked "(RA)" on Drawing Ref PR142446-411-HW-DP9, 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 expiry of the Easement under clause 1.3.

1.2 Terms of the Easement

- (a) The Owner of the Lot Burdened grants to the Authority Benefited full, free and unimpeded right for the Authority Benefited to:
 - (i) enter on, pass and repass over 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 Lot Burdened to gain access to the Easement Site; and
 - (B) taking anything on to the Lot Burdened; and
 - (ii) have the Rock Anchors remain on the Easement Site until expiry of the Easement under clause 1.3.
- (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 of Rock Anchors and expiry of the Easement

- (a) As soon as practicable after the date on which the Authority Benefited no longer requires the rights under this Easement (and by no later than the date in paragraph 1.3(b)(i)), the Authority Benefited must:
 - (i) de-stress any stressed Rock Anchors but is not required to remove any Rock Anchors installed on the Easement Site pursuant to this Easement; and
 - (ii) notify the Owner of the Lot Burdened in writing.
- (b) This Easement will expire on the earlier to occur of:
 - (i) 31 October 2035; and
 - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under paragraph (a)(ii).

- (c) If this Easement has expired under paragraph (b), the Owner of the Lot Burdened may, 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.

1.4 Incorporation of definitions and interpretation clauses

The provisions of clause 2 apply to this Easement to the extent relevant.

The name of the persons empowered to release, vary or modify this Easement:

The Authority Benefited.

2. GENERAL

2.1 Exercise of the benefit of the Easement

The Authority Benefited may, in its discretion, permit any of its Authorised Users to exercise its rights and perform its obligations under any Easement from time to time.

2.2 Conditions

Each of the Conditions constitute and are covenants and agreements by and between the Authority Benefited and the Owner of the Lot Burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements must pass with the benefit and burden of the Easement.

2.3 Definitions

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

Authorised Users means the agents, employees, contractors (and each of their subcontractors at any level) and consultants of the Authority Benefited and any other person authorised by the Authority Benefited to exercise the rights and perform the obligations of an Authorised User under this Easement.

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

Building means the building and other structures (or any part of the building or other structures) on the Lot Burdened from time to time.

Conditions means the conditions contained in each Easement, excluding the section titled "Easement summary" and including the general provisions set out in this clause 2.

Easement means the easement in this instrument and includes the Conditions in relation to this easement.

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

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

Existing Building Structures means any improvements located within the Easement Site at the commencement of the Easement.

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

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

Occupier means any person who is legally entitled and authorised to occupy any part of the Lot Burdened from time to time.

Owner of the Lot Burdened means every person who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened and any Owners Corporation in relation to the Lot Burdened.

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

Permitted Purpose means installing Rock Anchors within the Easement Site and all works and activities associated with such installation, including replacement or removal of the Rock Anchors.

Rock Anchors means ground anchors, rock anchors, rock bolts, rock pinning, soil nails, rock dowels and other structures or equipment for the purpose of temporarily supporting or temporarily protecting the works on land owned by the Authority Benefited or temporarily 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 the Schedules below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by section 38C and clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

PETER REGAN
Chief Executive
Sydney Metro

SCHEDULE 1

An easement for rock anchors on the terms set out in Schedule 2, and over that part of that piece or parcel of land situated at Sydney, in the Local Government Area of Sydney, Parish of St James and County of Cumberland, being that part of Lot 1 in Deposited Plan 630190 and Lot A in Deposited Plan 109825, shown marked "(RA)" on DP1294716.

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 expiry of the Easement under clause 1.3.

1.2 Terms of the Easement

- (a) The Owner of the Lot Burdened grants to the Authority Benefited full, free and unimpeded right for the Authority Benefited to:
 - (i) enter on, pass and repass over 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 Lot Burdened to gain access to the Easement Site; and
 - (B) taking anything on to the Lot Burdened; and
 - (ii) have the Rock Anchors remain on the Easement Site until expiry of the Easement under clause 1.3.
- (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 of Rock Anchors and expiry of the Easement

- (a) As soon as practicable after the date on which the Authority Benefited no longer requires the rights under this Easement (and by no later than the date in paragraph 1.3(b)(i)), the Authority Benefited must:
 - (i) de-stress any stressed Rock Anchors but is not required to remove any Rock Anchors installed on the Easement Site pursuant to this Easement; and
 - (ii) notify the Owner of the Lot Burdened in writing.
- (b) This Easement will expire on the earlier to occur of:
 - (i) 31 October 2035; and

- (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under paragraph (a)(ii).
- (c) If this Easement has expired under paragraph (b), the Owner of the Lot Burdened may, 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.

1.4 **Incorporation of definitions and interpretation clauses**

The provisions of clause 2 apply to this Easement to the extent relevant.

The name of the persons empowered to release, vary or modify this Easement:

The Authority Benefited.

2. **GENERAL**

2.1 **Exercise of the benefit of the Easement**

The Authority Benefited may, in its discretion, permit any of its Authorised Users to exercise its rights and perform its obligations under any Easement from time to time.

2.2 **Conditions**

Each of the Conditions constitute and are covenants and agreements by and between the Authority Benefited and the Owner of the Lot Burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements must pass with the benefit and burden of the Easement.

2.3 **Definitions**

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

Authorised Users means the agents, employees, contractors (and each of their subcontractors at any level) and consultants of the Authority Benefited and any other person authorised by the Authority Benefited to exercise the rights and perform the obligations of an Authorised User under this Easement.

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

Building means the building and other structures (or any part of the building or other structures) on the Lot Burdened from time to time.

Conditions means the conditions contained in each Easement, excluding the section titled "Easement summary" and including the general provisions set out in this clause 2.

Easement means the easement in this instrument and includes the Conditions in relation to this easement.

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

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

Existing Building Structures means any improvements located within the Easement Site at the commencement of the Easement.

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

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

Occupier means any person who is legally entitled and authorised to occupy any part of the Lot Burdened from time to time.

Owner of the Lot Burdened means every person who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened and any Owners Corporation in relation to the Lot Burdened.

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

Permitted Purpose means installing Rock Anchors within the Easement Site and all works and activities associated with such installation, including replacement or removal of the Rock Anchors.

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

(Sydney Metro Document Number: SM-23-000784)

TRANSPORT ADMINISTRATION ACT 1988

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land for the Purposes of the Transport Administration Act 1988

Sydney Metro by its delegate declares, with the approval of Her Excellency the Governor, that the easement described in the Schedules below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by section 38C and clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

PETER REGAN
Chief Executive
Sydney Metro

SCHEDULE 1

An easement for rock anchors on the terms set out in Schedule 2, and over that part of that piece or parcel of land situated at Sydney, in the Local Government Area of Sydney, Parish of St James and County of Cumberland, being that part of Lot 1 in Deposited Plan 63968, shown marked "(RA)" on DP1294717.

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 expiry of the Easement under clause 1.3.

1.2 Terms of the Easement

- (a) The Owner of the Lot Burdened grants to the Authority Benefited full, free and unimpeded right for the Authority Benefited to:
 - (i) enter on, pass and repass over 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 Lot Burdened to gain access to the Easement Site; and
 - (B) taking anything on to the Lot Burdened; and
 - (ii) have the Rock Anchors remain on the Easement Site until expiry of the Easement under clause 1.3.
- (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 of Rock Anchors and expiry of the Easement

- (a) As soon as practicable after the date on which the Authority Benefited no longer requires the rights under this Easement (and by no later than the date in paragraph 1.3(b)(i)), the Authority Benefited must:
 - (i) de-stress any stressed Rock Anchors but is not required to remove any Rock Anchors installed on the Easement Site pursuant to this Easement; and
 - (ii) notify the Owner of the Lot Burdened in writing.
- (b) This Easement will expire on the earlier to occur of:
 - (i) 31 October 2035; and

- (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under paragraph (a)(ii).
- (c) If this Easement has expired under paragraph (b), the Owner of the Lot Burdened may, 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.

1.4 **Incorporation of definitions and interpretation clauses**

The provisions of clause 2 apply to this Easement to the extent relevant.

The name of the persons empowered to release, vary or modify this Easement:

The Authority Benefited.

2. **GENERAL**

2.1 **Exercise of the benefit of the Easement**

The Authority Benefited may, in its discretion, permit any of its Authorised Users to exercise its rights and perform its obligations under any Easement from time to time.

2.2 **Conditions**

Each of the Conditions constitute and are covenants and agreements by and between the Authority Benefited and the Owner of the Lot Burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements must pass with the benefit and burden of the Easement.

2.3 **Definitions**

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

Authorised Users means the agents, employees, contractors (and each of their subcontractors at any level) and consultants of the Authority Benefited and any other person authorised by the Authority Benefited to exercise the rights and perform the obligations of an Authorised User under this Easement.

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

Building means the building and other structures (or any part of the building or other structures) on the Lot Burdened from time to time.

Conditions means the conditions contained in each Easement, excluding the section titled "Easement summary" and including the general provisions set out in this clause 2.

Easement means the easement in this instrument and includes the Conditions in relation to this easement.

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

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

Existing Building Structures means any improvements located within the Easement Site at the commencement of the Easement.

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

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

Occupier means any person who is legally entitled and authorised to occupy any part of the Lot Burdened from time to time.

Owner of the Lot Burdened means every person who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened and any Owners Corporation in relation to the Lot Burdened.

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

Permitted Purpose means installing Rock Anchors within the Easement Site and all works and activities associated with such installation, including replacement or removal of the Rock Anchors.

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

(Sydney Metro Document Number: SM-23-000784)

ROADS ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land at Bomaderry in the Shoalhaven City Council Area

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

K DURIE
Statutory Land Transaction Manager
Transport for NSW

Schedule

All that piece or parcel of land situated in the Shoalhaven City Council area, Parish of Bunberra and County of Camden, shown as Lot 19 Deposited Plan 804077, being the whole of the land in Certificate of Title 19/804077.

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

(TfNSW Papers: SF2023/097140; RO SF2018/337043)

TRANSPORT ADMINISTRATION ACT 1988

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land in the Local Government Area of Sydney

Sydney Metro 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* 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

1. All that piece of land situated in the Local Government Area of Sydney, Parish of St James and County of Cumberland, comprising Lot 1 in DP438188, being the whole of land in Folio of the Register Folio Identifier 1/438188, **but excluding from the acquisition:**
 - (a) Dealing G56085 - Cross Easements.
2. All that piece of land situated in the Local Government Area of Sydney, Parish of St James and County of Cumberland, comprising:
 - (a) Lot CP in SP596, being the whole of land in Folio of the Register Folio Identifier CP/SP596, **but excluding from the acquisition:**
 - (i) Dealing G56085 - Cross Easements;
 - (b) Lot 1 in SP596, being the whole of land in Folio of the Register Folio Identifier 1/SP596;
 - (c) Lot 2 in SP596, being the whole of land in Folio of the Register Folio Identifier 2/SP596;
 - (d) Lot 3 in SP596, being the whole of land in Folio of the Register Folio Identifier 3/SP596;
 - (e) Lot 4 in SP596, being the whole of land in Folio of the Register Folio Identifier 4/SP596;
 - (f) Lot 5 in SP596, being the whole of land in Folio of the Register Folio Identifier 5/SP596;
 - (g) Lot 6 in SP596, being the whole of land in Folio of the Register Folio Identifier 6/SP596;
 - (h) Lot 7 in SP596, being the whole of land in Folio of the Register Folio Identifier 7/SP596;

- (i) Lot 8 in SP596, being the whole of land in Folio of the Register Folio Identifier 8/SP596;
- (j) Lot 9 in SP596, being the whole of land in Folio of the Register Folio Identifier 9/SP596;
- (k) Lot 10 in SP596, being the whole of land in Folio of the Register Folio Identifier 10/SP596;
- (l) Lot 11 in SP596, being the whole of land in Folio of the Register Folio Identifier 11/SP596;
- (m) Lot 12 in SP596, being the whole of land in Folio of the Register Folio Identifier 12/SP596;
- (n) Lot 13 in SP596, being the whole of land in Folio of the Register Folio Identifier 13/SP596;
- (o) Lot 14 in SP596, being the whole of land in Folio of the Register Folio Identifier 14/SP596;
- (p) Lot 15 in SP596, being the whole of land in Folio of the Register Folio Identifier 15/SP596;
- (q) Lot 16 in SP596, being the whole of land in Folio of the Register Folio Identifier 16/SP596;
- (r) Lot 17 in SP596, being the whole of land in Folio of the Register Folio Identifier 17/SP596;
- (s) Lot 18 in SP596, being the whole of land in Folio of the Register Folio Identifier 18/SP596;
- (t) Lot 19 in SP596, being the whole of land in Folio of the Register Folio Identifier 19/SP596;
- (u) Lot 20 in SP596, being the whole of land in Folio of the Register Folio Identifier 20/SP596;
- (v) Lot 21 in SP596, being the whole of land in Folio of the Register Folio Identifier 21/SP596;
- (w) Lot 22 in SP596, being the whole of land in Folio of the Register Folio Identifier 22/SP596;
- (x) Lot 23 in SP596, being the whole of land in Folio of the Register Folio Identifier 23/SP596;
- (y) Lot 24 in SP596, being the whole of land in Folio of the Register Folio Identifier 24/SP596;
- (z) Lot 25 in SP596, being the whole of land in Folio of the Register Folio Identifier 25/SP596;
- (aa) Lot 26 in SP596, being the whole of land in Folio of the Register Folio Identifier 26/SP596;
- (bb) Lot 27 in SP596, being the whole of land in Folio of the Register Folio

Identifier 27/SP596;

- (cc) Lot 28 in SP596, being the whole of land in Folio of the Register Folio Identifier 28/SP596;
- (dd) Lot 29 in SP596, being the whole of land in Folio of the Register Folio Identifier 29/SP596;
- (ee) Lot 30 in SP596, being the whole of land in Folio of the Register Folio Identifier 30/SP596;
- (ff) Lot 31 in SP596, being the whole of land in Folio of the Register Folio Identifier 31/SP596;
- (gg) Lot 32 in SP596, being the whole of land in Folio of the Register Folio Identifier 32/SP596;
- (hh) Lot 33 in SP596, being the whole of land in Folio of the Register Folio Identifier 33/SP596;
- (ii) Lot 34 in SP596, being the whole of land in Folio of the Register Folio Identifier 34/SP596;
- (jj) Lot 35 in SP596, being the whole of land in Folio of the Register Folio Identifier 35/SP596;
- (kk) Lot 36 in SP596, being the whole of land in Folio of the Register Folio Identifier 36/SP596;
- (ll) Lot 37 in SP596, being the whole of land in Folio of the Register Folio Identifier 37/SP596;
- (mm) Lot 38 in SP596, being the whole of land in Folio of the Register Folio Identifier 38/SP596;
- (nn) Lot 39 in SP596, being the whole of land in Folio of the Register Folio Identifier 39/SP596;
- (oo) Lot 40 in SP596, being the whole of land in Folio of the Register Folio Identifier 40/SP596;
- (pp) Lot 41 in SP596, being the whole of land in Folio of the Register Folio Identifier 41/SP596;
- (qq) Lot 42 in SP596, being the whole of land in Folio of the Register Folio Identifier 42/SP596; and
- (rr) Lot 43 in SP596, being the whole of land in Folio of the Register Folio Identifier 43/SP596,

and remains subject to Strata Scheme 596.

3. All that piece of land situated in the Local Government Area of Sydney, Parish of St James and County of Cumberland, comprising Lot 1 in DP211120, being the whole of land in Folio of the Register Folio Identifier 1/211120.
4. All that piece of land situated in the Local Government Area of Sydney, Parish of St James

and County of Cumberland, comprising Lot 13 in DP622968, being the whole of land in Folio of the Register Folio Identifier 13/622968, **but excluding from the acquisition:**

(a) Dealing AC349158 – Right of Footway 0.61 wide affecting part of the land.

5. All that piece of land situated in the Local Government Area of Sydney, Parish of St James and County of Cumberland, comprising:

(a) Lot 8 in SP65054, being the whole of land in Folio of the Register Folio Identifier 8/SP65054; and

(b) Lot 11 in SP65054, being the whole of land in Folio of the Register Folio Identifier 11/SP65054,

and remains subject to Strata Scheme 65054.

6. All that piece of land situated in the Local Government Area of Sydney, Parish of St James and County of Cumberland, comprising:

(a) Lot CP in SP71068, being the whole of land in Folio of the Register Folio Identifier CP/SP71068,

and remains subject to Strata Scheme 71068 (which incorporates the lots in Strata Plan 77889).

7. All that piece of land situated in the Local Government Area of Sydney, Parish of St James and County of Cumberland, comprising:

(a) Lot 1 in SP50276, being the whole of land in Folio of the Register Folio Identifier 1/SP50276;

(b) Lot 3 in SP50276, being the whole of land in Folio of the Register Folio Identifier 3/SP50276;

(c) Lot 7 in SP50276, being the whole of land in Folio of the Register Folio Identifier 7/SP50276;

(d) Lot 15 in SP50276, being the whole of land in Folio of the Register Folio Identifier 15/SP50276;

(e) Lot 18 in SP50276, being the whole of land in Folio of the Register Folio Identifier 18/SP50276;

(f) Lot 36 in SP50276, being the whole of land in Folio of the Register Folio Identifier 36/SP50276;

(g) Lot 53 in SP50276, being the whole of land in Folio of the Register Folio Identifier 53/SP50276;

(h) Lot 55 in SP60441, being the whole of land in Folio of the Register Folio Identifier 55/SP60441;

(i) Lot 56 in SP60441, being the whole of land in Folio of the Register Folio Identifier 56/SP60441;

(j) Lot 64 in SP69300, being the whole of land in Folio of the Register Folio Identifier 64/SP69300;

and remains subject to Strata Scheme 50276 (which incorporates Strata Plan 60441, Strata Plan 61007, Strata Plan 62889, Strata Plan 69300 and Strata Plan 77409).

SCHEDULE 2

1. All that piece of land situated in the Local Government Area of Sydney, Parish of St James and County of Cumberland, comprising:
 - (a) Lot CP in SP58859, being the whole of land in Folio of the Register CP/SP58859; and
 - (b) Lot 67 in SP63146, being the whole of land in Folio of the Register Folio Identifier 67/SP63146,and remains subject to Strata Plan 58859.
2. All that piece of land situated in the Local Government Area of Sydney, Parish of St James and County of Cumberland, comprising Lot 1 in DP217112, Lot 1 in DP536538 and Lot 1 in DP1107981, being the whole of the land in Folio of the Register Folio Identifier Auto Consol 11304-164.
3. All that piece of land situated in the Local Government Area of Sydney, Parish of St James and County of Cumberland, comprising Lot 1 in DP59871 and Lot 2 in DP217112, being the whole of the land in Folio of the Register Folio Identifier Auto Consol 13536-104.

SCHEDULE 3

1. All that piece of land situated in the Local Government Area of Sydney, Parish of St Andrew and County of Cumberland, comprising Lot 10 in DP1028280, being the whole of land in Folio of the Register Folio Identifier 10/1028280, **but excluding from the acquisition:**
 - (a) Dealing H70355 – Cross Easements affecting the party wall on the common boundary of Lot 10 and Lot 4 in DP32232; and
 - (b) Dealing DP1082465 – Easement to permit encroaching structure to remain and variable width.

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