

Government Gazette

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Number 83 - Compulsory Acquisitions Friday, 07 March 2025

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By AuthorityGovernment Printer

TRANSPORT ADMINISTRATION ACT 1988 LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Sydney Metro

ERRATUM

The Notice of Compulsory Acquisition of Land published in the New South Wales Government Gazette No. 245 of 10 June 2022, [n2022-0987], contained an error. The following corrects this error and the Gazettal date remains 10 June 2022.

Schedule 3

The following part of schedule 3, item 40 of Government Gazette No 245 of 10 June 2022 [n2022-0987]:

Lot 405 in DP1280246 being part of the land in Folio of the Register Conveyance Book 179 No. 51

Should have read:

Lot 406 in DP1280246 being part of the land in Conveyance Book 179 No. 51

PETER REGAN Chief Executive Sydney Metro

OFFICIAL

TRANSPORT ADMINISTRATION ACT 1988 LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Sydney Metro

ERRATUM

The Notice of Compulsory Acquisition of Land published in the New South Wales Government Gazette No. 339 of 29 July 2022, [n2022-1474], contained an error. The following corrects this error and the Gazettal date remains 29 July 2022.

Schedule 1

The following part of schedule 1, item 70 of Government Gazette No. 339 of 29 July 2022 [n2022-1474]:

Lot 178 in DP1281183 being part of the land in Folio of the Register 12/8664

Should have read:

Lot 178 in DP1281138 being part of the land in Folio of the Register 12/8664

PETER REGAN Chief Executive Sydney Metro

OFFICIAL

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land at Como in the Sutherland Shire 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 Transport Administration Act 1988.

L MCINERNEY Statutory Land Transactions Manager Transport for NSW

Schedule

All that piece or parcel of land situated in the Sutherland Shire Council area, Parish of Sutherland and County of Cumberland, shown as Lot 70 Deposited Plan 1297427, being part of the land in Certificates of Title Volume 7 Folio 43, Volume 1016 Folio 27, Volume 750 Folio 235 and Volume 1776 Folio 27.

The land is said to be in the possession of Sutherland Shire Council.

(TfNSW Papers: SF2024/213655; RO SF2023/209652)

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

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

Sydney Metro by its delegate declares, with the approval of Her Excellency the Governor, that the easement described in Schedules 1, 2 and 3 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 Parramatta, in the Local Government Area of Parramatta, Parish of St John and County of Cumberland, being that part of Lot B in Deposited Plan 404724, shown marked "(**RA2**)" on the Plan of Acquisition DP1313565, 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 Easement Site; and
 - (B) taking anything on to the Easement Site; 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 December 2032; 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.

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 each easement in this instrument and includes the Conditions in relation to that easement.

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

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

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.

PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION SHEET 1 OF 1 SHEETS NATURAL SURFACE NOT SURVEYED. INDICATIVE ONLY. DERIVED FROM TOPOGRAPHIC CONTOURS 180 DP1287072 3.905 APPROX. GROUND 5.258 4.48 (A) DP72798 (B) (RA2) (RA3) P68158 DP62 RL 0.0 (AHD) _DATUM_ (4.205) (273° (4.59)(4.835)93°47′20″ 46′) DP72798 7 (C) 0.05 RL-7 (RA1)(RA2)(RA3)(RA4) PROPOSED EASEMENTS FOR ROCK ANCHORS DP113698 6.91 WIDE (LIMITED IN STRATUM) (RA2) (RA1) (RA3) (RA4) DP89558 **EXISTING EASEMENTS** (A) RIGHT OF WAY 2.44 WIDE (F510648) RIGHT OF CARRIAGEWAY 3.66 WIDE (DP627838) (D) EASEMENT TO DRAIN WATER 1.25 WIDE (DP627838) CROSS EASEMENTS (DP627838) RL-25 SP68158 CROSS EASEMENTS (F510648) DP627838 DP 404724 CROSS EASEMENTS (F510649) EXTERNAL BOUNDARIES HAVE BEEN COMPILED FROM DP404724 & DP627838 SECTION 'A'-'A' SCALE 1:250 DP89790 HEIGHT SCHEDULE HEIGHT DIFFERENCE SCHEDULE HEIGHT DIFFERENCE AHD VALUE CLASS HEIGHT DATUM VALIDATION STATE SCIMS SSM 213038 | SSM 213039 -0.288 SSM 213038 10.669 LC SSM 213039 10.381 LC 0.02 SCIMS ADOPTED FOUND FOUND FOUND DIFFERENTIAL LEVELLING SURVEY -0.288 HEIGHT DATUM: AHD71 HEIGHT DATUM: AHD71 DATE OF SCIMS AHD VALUES: 17-12-2024 4.788 4.851 95°30′ 275° STRATUM NOTES COORDINATE SCHEDULE 5.125 MACQUARIE PROPOSED EASEMENTS FOR ROCK ANCHORS (RA1), (RA2), (RA3) & (RA4) ARE MGA CO-ORDINATES MARK LIMITED IN DEPTH TO THE LEVEL PLANE AT RL -25 (AHD) AND LIMITED IN LASS METHOD STATE NORTHING EASTING STREET HEIGHT TO THE LEVEL PLANE AT RL -7 (AHD) FOUND SSM 213038 315 150.508 6 256 554.034 SCIMS 0.02 SCIMS 315 428.125 0.02 FOUND SSM 213039 6 256 485.775 SSM 213038 FD SSM 213039 FD ADOPTED FROM SCIMS: 17-12-2024 MGA ZONE: 56 RL10.669 (AHD) COMBINED SCALE FACTOR: 1.000016 MGA DATUM: GDA2020 DATUM VALIDATION ORIGIN OF LEVELS (CNR OF SMITH & (CNR OF CHURCH & MACQUARIE STREETS) MACQUARIE STREETS) CITY OF PARRAMATTA REGISTERED L.G.A.: SURVEYOR PLAN OF ACQUISITION OF EASEMENTS IT IS INTENDED TO ACQUIRE EASEMENTS FOR PARRAMATTA DAVID ANDREW ADA Name: Locality: FOR RAILWAY PURPOSES AFFECTING DP1313565 ROCK ANCHORS 6.91 WIDE (LIMITED IN STRATUM), 17/02/2025 17.12.2024 Reduction Ratio: 1: 125 Date: LOTS A & B IN DP404724, LOT 2 IN DP627838 AS DENOTED (RA1), (RA2), (RA3) & (RA4) PR142446-410-PTA-DP1 Reference: Lengths are in metres AND COMMON PROPERTY IN SP68158 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm (Cad Ref: PR142446-410-PTA-DP1-002.dwg)

Only

of 2 Use

v:17-Feb-2025 /NSW LRS /Prt:18-Feb-2025 04:01 /Seq:1 o /Src:NSW-LRS-Connect /Ref:LRS:Connect-S ForSurveyor

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LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

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

Sydney Metro by its delegate declares, with the approval of Her Excellency the Governor, that the easement described in Schedules 1, 2 and 3 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 Parramatta, in the Local Government Area of Parramatta, Parish of St John and County of Cumberland, being that part of Lot A in Deposited Plan 404724, shown marked "(RA1)" on the Plan of Acquisition DP1313565, 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 Easement Site; and
 - (B) taking anything on to the Easement Site; 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:
 - 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 December 2032; 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 each easement in this instrument and includes the Conditions in relation to that easement.

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

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

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.

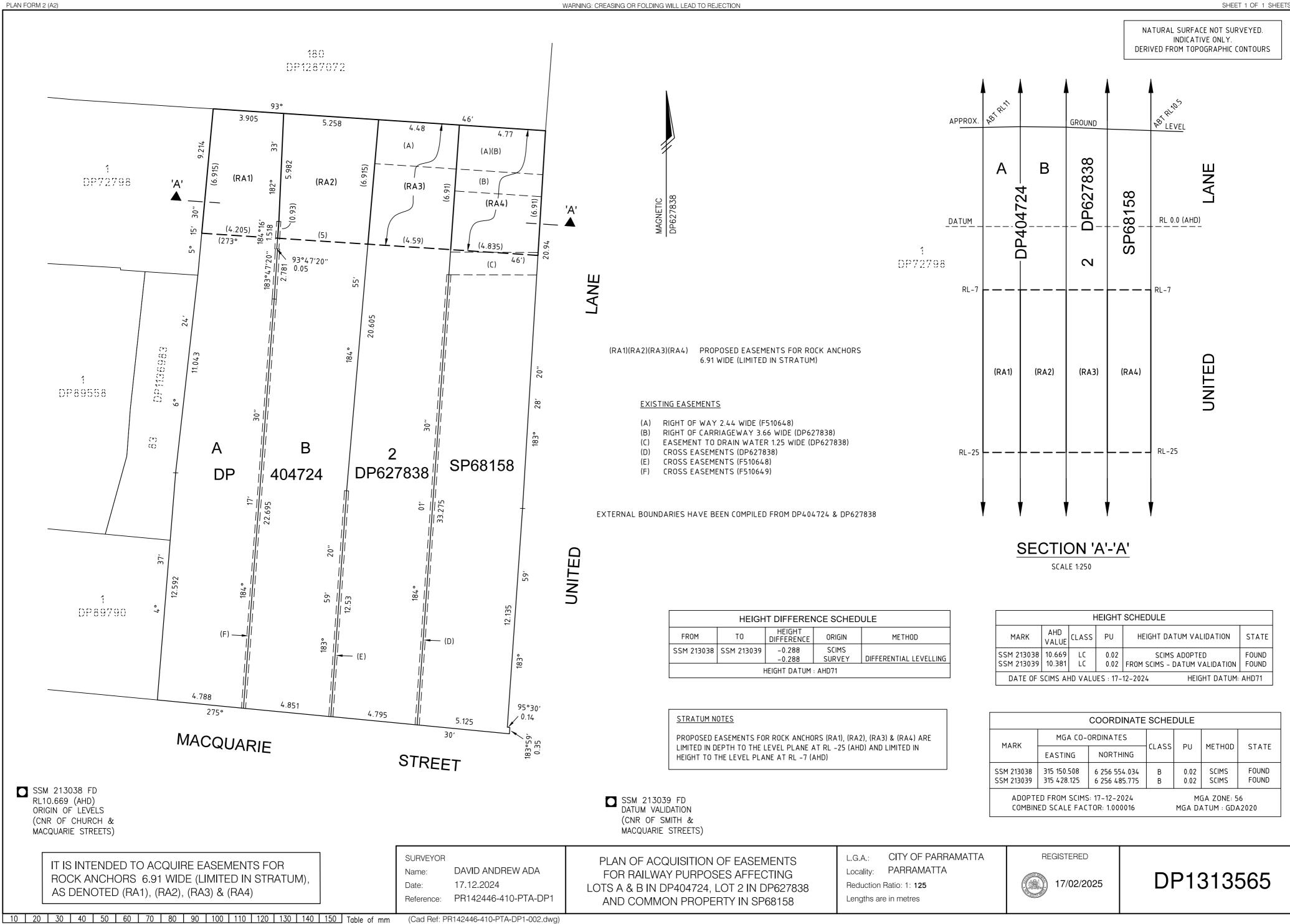
Occupier means any person who is legally entitled and authorised to occupy any part of the Lot Burdened from time to time.

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.



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LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

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

Sydney Metro by its delegate declares, with the approval of Her Excellency the Governor, that the easement described in Schedules 1, 2 and 3 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 Parramatta, in the Local Government Area of Parramatta, Parish of St John and County of Cumberland, being that part of Lot 2 in Deposited Plan 627838, shown marked "(**RA3**)" on the Plan of Acquisition DP1313565, 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 Easement Site; and
 - (B) taking anything on to the Easement Site; 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 December 2032; 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.

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 each easement in this instrument and includes the Conditions in relation to that easement.

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

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

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.

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

APPROX.

DATUM

DP72798

GROUND

DP62

7

P68158

RL 0.0 (AHD)

PLAN FORM 2 (A2)

DP72798

180 DP1287072

5.258

(RA2)

93°47′20″

0.05

4.48

(B)

(4.835)

(C)

46′)

(A)

(RA3)

(4.59)

3.905

(4.205) (273°

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

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

Sydney Metro by its delegate declares, with the approval of Her Excellency the Governor, that the easement described in Schedules 1, 2 and 3 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 Parramatta, in the Local Government Area of Parramatta, Parish of St John and County of Cumberland, being that part of the Common Property in Strata Plan 68158, shown marked "(**RA4**)" on the Plan of Acquisition DP1313565, 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 Easement Site; and
 - (B) taking anything on to the Easement Site; 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 December 2032; 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.

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 each easement in this instrument and includes the Conditions in relation to that easement.

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

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

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.

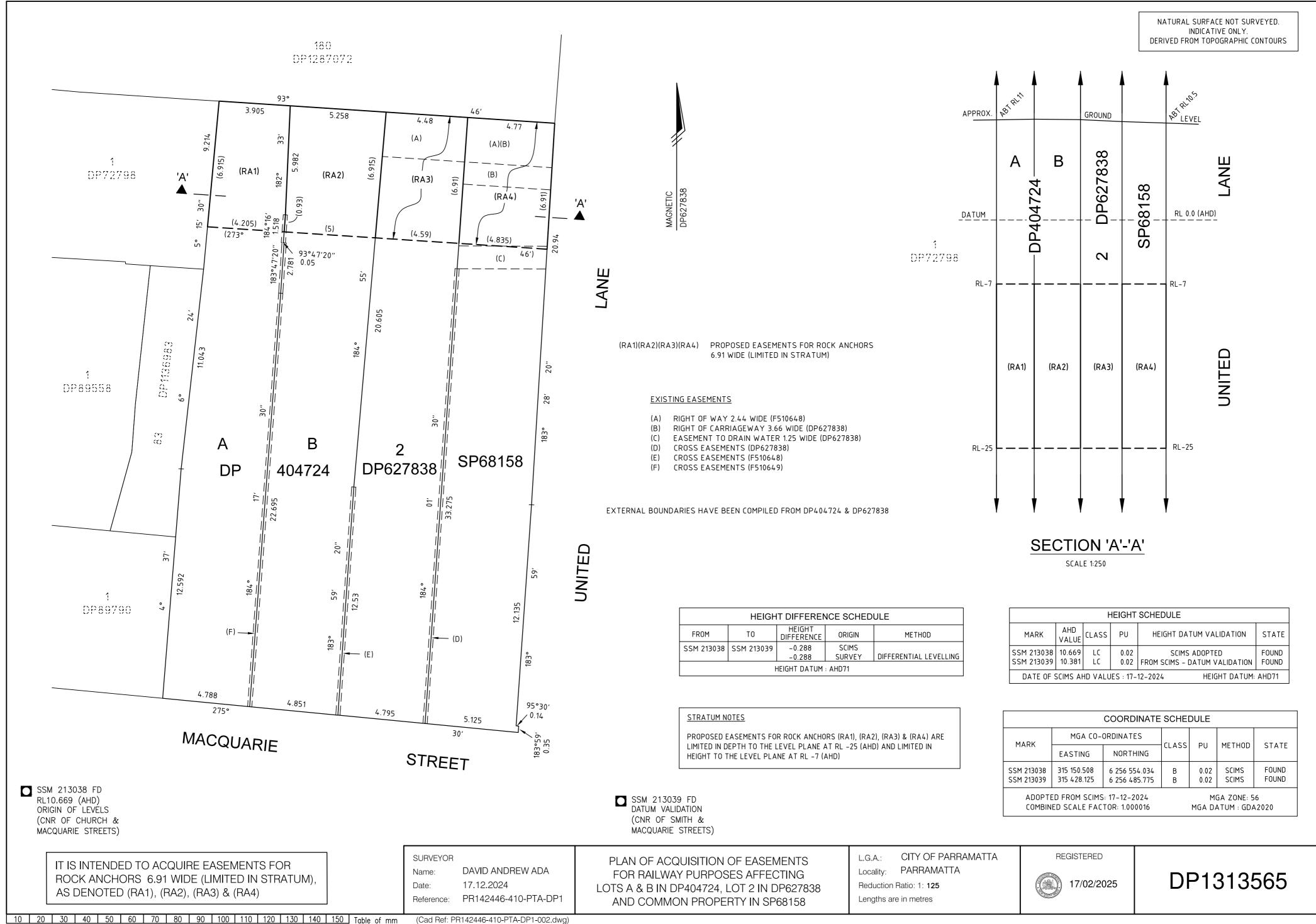
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LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

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

Sydney Metro by its delegate declares, with the approval of Her Excellency the Governor, that the easement described in Schedules 1, 2 and 3 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 Parramatta, in the Local Government Area of Parramatta, Parish of St John and County of Cumberland, being that part of Lot 1 in Deposited Plan 72798, shown marked "(**RA**)" on the Plan of Acquisition DP1313568, 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 Easement Site; and
 - (B) taking anything on to the Easement Site; 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 December 2032; 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.

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 each easement in this instrument and includes the Conditions in relation to that easement.

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

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

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.

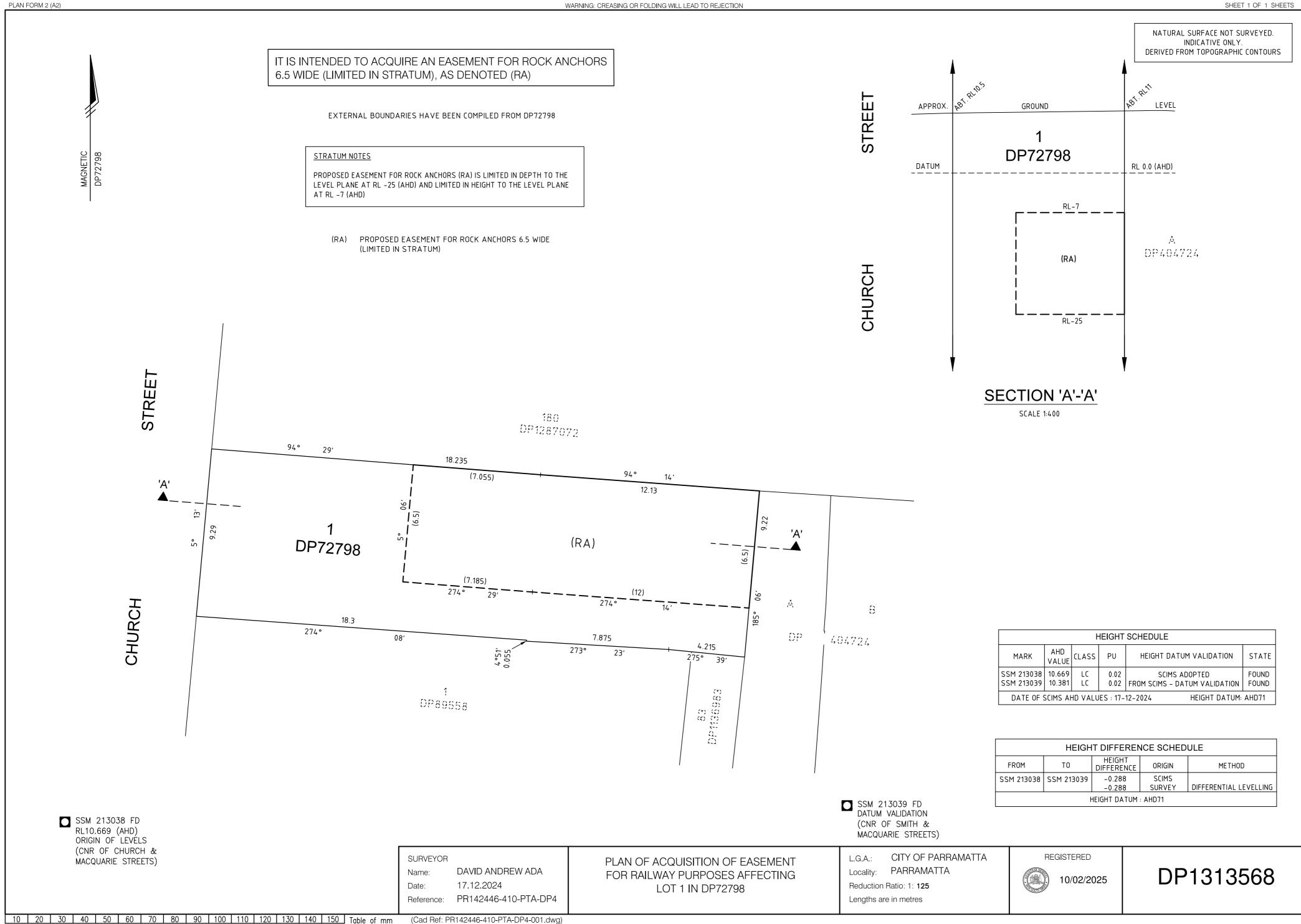
Occupier means any person who is legally entitled and authorised to occupy any part of the Lot Burdened from time to time.

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.



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LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

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

Sydney Metro by its delegate declares, with the approval of Her Excellency the Governor, that the easement described in Schedules 1, 2 and 3 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 Parramatta, in the Local Government Area of Parramatta, Parish of St John and County of Cumberland, being that part of Lot 180 in Deposited Plan 1287072, shown marked "(**RA**)" on the Plan of Acquisition DP1313567, 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 Easement Site; and
 - (B) taking anything on to the Easement Site; 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 December 2032; 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.

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 each easement in this instrument and includes the Conditions in relation to that easement.

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

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

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.

SHEET 1 OF 1 SHEETS

STATE

HEIGHT SCHEDULE AHD VALUE CLASS HEIGHT DATUM VALIDATION

SSM 213038 10.669 LC SSM 213039 10.381 LC SSM 213038 10.669 0.02 SCIMS ADOPTED 0.02 FROM SCIMS - DATUM VALIDATION FOUND DATE OF SCIMS AHD VALUES: 17-12-2024 HEIGHT DATUM: AHD71

DP394050

HEIGHT DIFFERENCE SCHEDULE FROM ORIGIN METHOD DIFFERENCE

DP1276739

UNITED

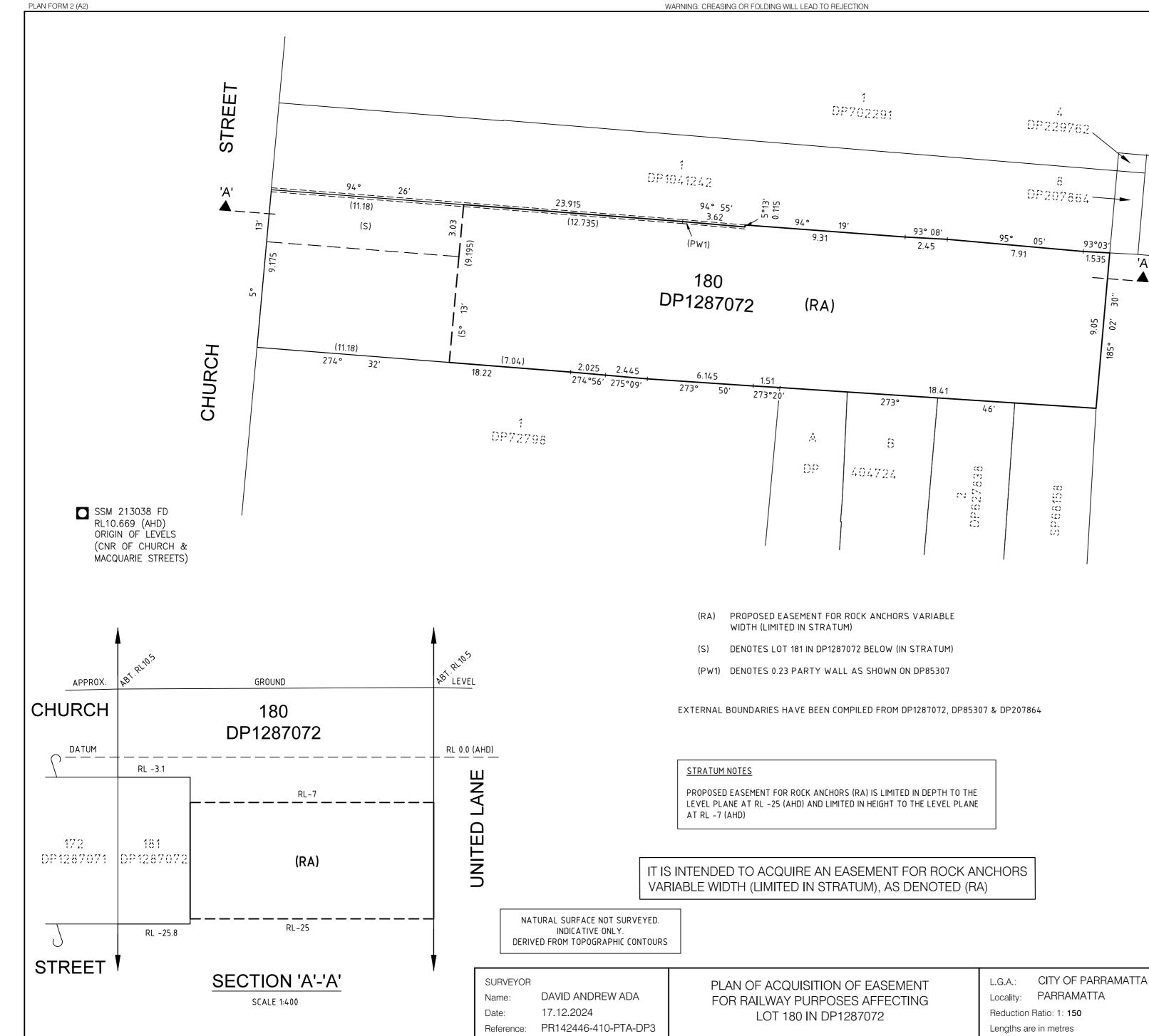
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-0.288 SCIMS SSM 213038 | SSM 213039 DIFFERENTIAL LEVELLING SURVEY -0.288 HEIGHT DATUM: AHD71

REGISTERED

07/02/2025

DP1313567



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LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

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

Sydney Metro by its delegate declares, with the approval of Her Excellency the Governor, that the easement described in Schedules 1, 2 and 3 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 Parramatta, in the Local Government Area of Parramatta, Parish of St John and County of Cumberland, being:

- that part of Lot 1 in Deposited Plan 76080, shown marked "(RA1)"; and
- that part of Lot 2 in Deposited Plan 76080, shown marked "(RA2)",

on the Plan of Acquisition DP1313569, 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 Easement Site; and
 - (B) taking anything on to the Easement Site; 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 December 2032; 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.

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 each easement in this instrument and includes the Conditions in relation to that easement.

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

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

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.

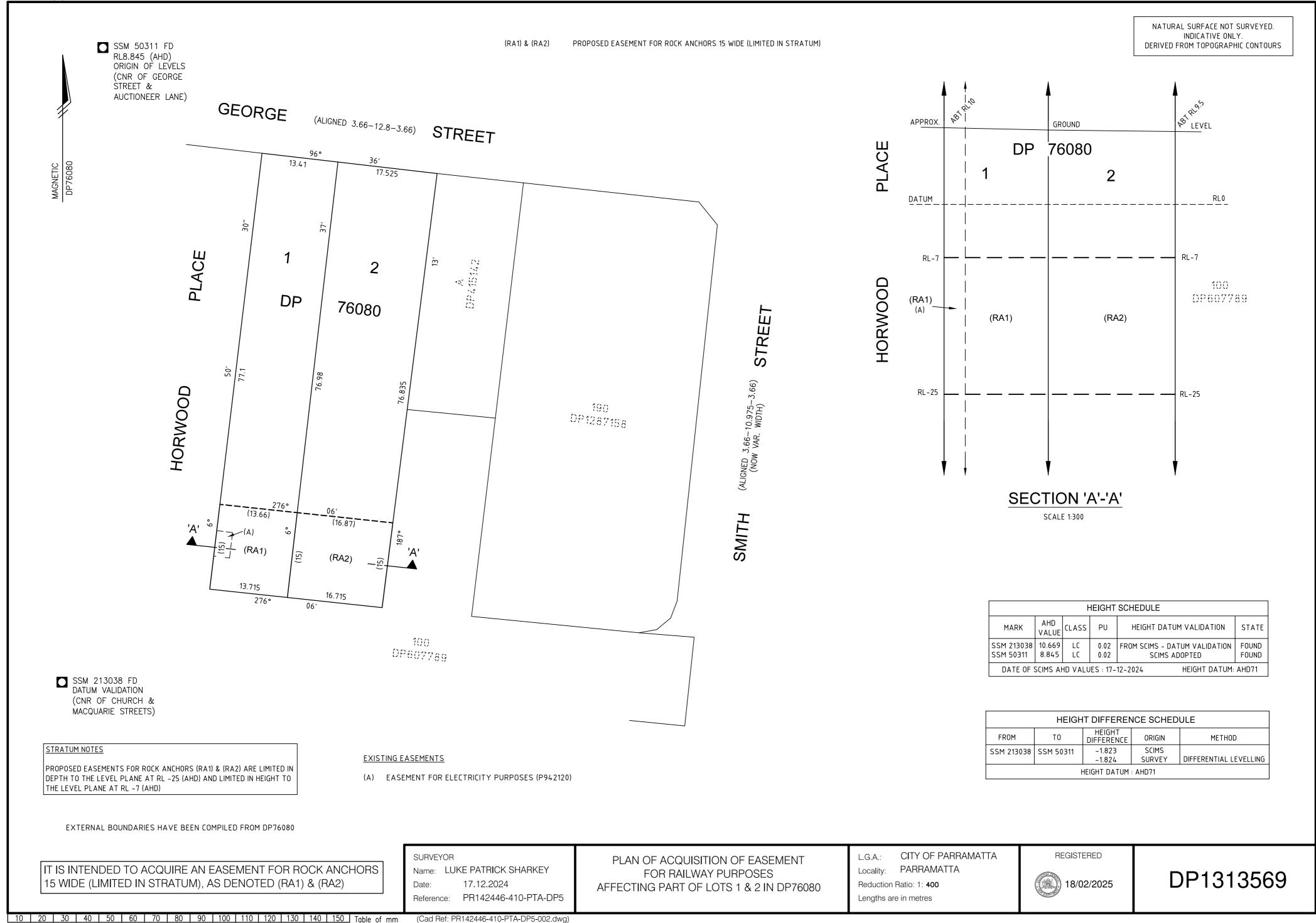
Rock Anchors means ground anchors, rock anchors, rock bolts, rock pinning, soil nails, rock dowels and other structures or equipment for the purpose of temporarily supporting or temporarily protecting the works on land owned by the Authority Benefited or temporarily underpinning and supporting improvements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

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LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

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

Sydney Metro by its delegate declares, with the approval of Her Excellency the Governor, that the easement described in Schedules 1, 2 and 3 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 Parramatta, in the Local Government Area of Parramatta, Parish of St John and County of Cumberland, being that part of the land described in Folio Identifier Auto-Consol 11094-32 and the NSW Government Gazette dated 19 May 1961 Folio 1546, shown marked "(RA)" on Plan of Acquisition DP1313566, 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 Easement Site; and
 - (B) taking anything on to the Easement Site; 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:
 - 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 December 2032; 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.

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 each easement in this instrument and includes the Conditions in relation to that easement.

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

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

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.

SHEET 1 OF 1 SHEETS

NATURAL SURFACE NOT SURVEYED.

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

SSM 213038 FD

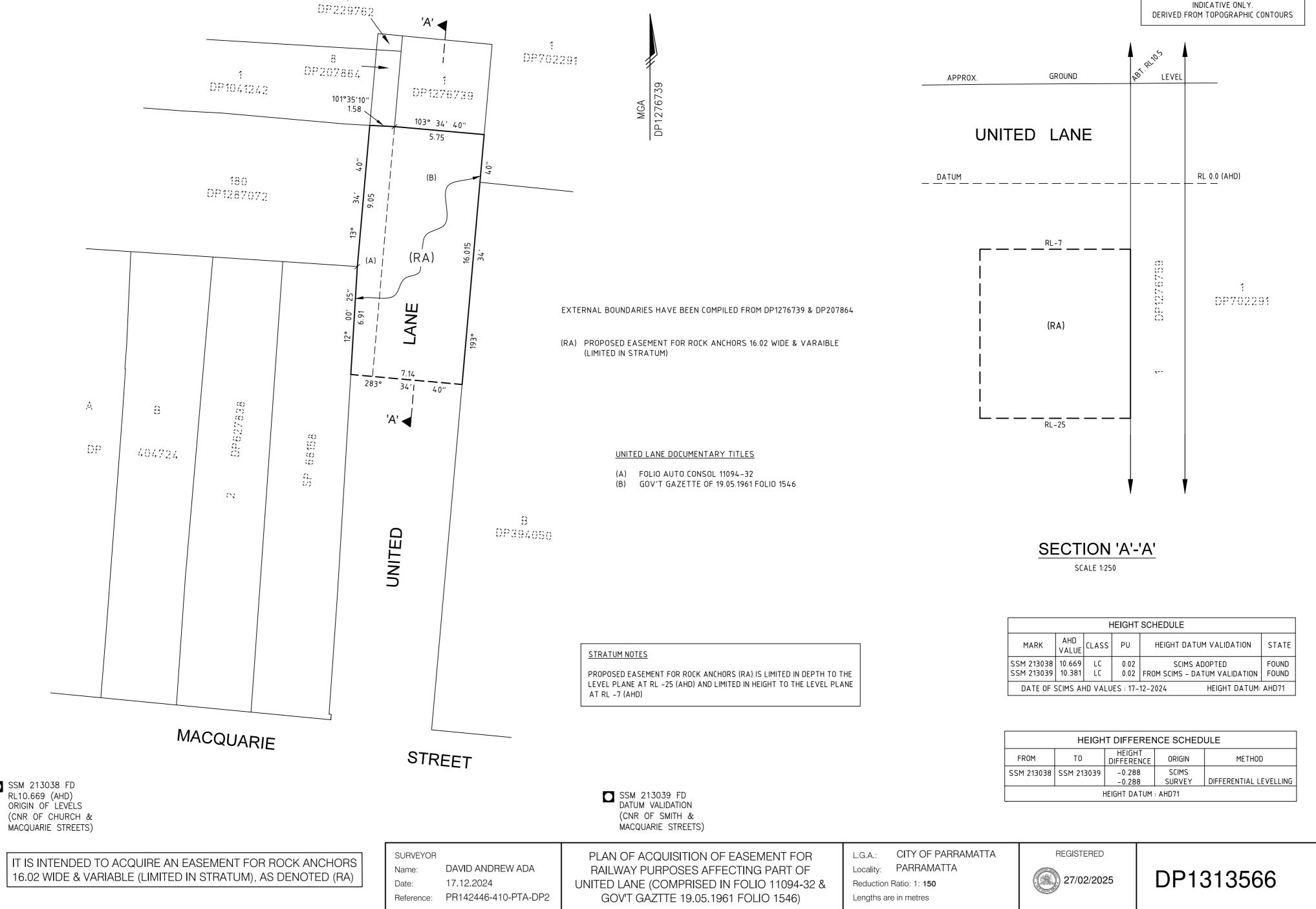
PLAN FORM 2 (A2)

Only

v:27-Feb-2025 /NSW LRS /Prt:28-Feb-2025 04:01 /Seq:1 of 2 /Src:NSW-LRS-Connect /Ref:LRS:Connect-S ForSurveyor Use

/Doc:DP 1313566 P /Re the Registrar-General

Req:R871584 © Office of



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SCHEDULE 3 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION