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The New South Wales Government Gazette is the permanent public record of official NSW Government notices. It also contains local council, non-government and other notices.

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GOVERNMENT NOTICES

TRANSPORT ADMINISTRATION ACT 1988

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

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

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

JON LAMONTE
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 North Sydney, in the Local Government Area of North Sydney, Parish of Willoughby and County of Cumberland, being that part of Lot 2 in DP792740, shown marked "(X)" in PPN DP1255062, 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) subject to clause 1.3(f), the right to have the Rock Anchors remain on the Easement Site at all times until the expiry of the Easement under clause 1.4.

1.2 Terms of the easement

- (a) The Owner of the Lot Burdened grants to the Authority Benefited full, free and unimpeded right for the Authority Benefited to:
 - (i) enter on, pass and repass over the Easement Site at all times with or without Equipment for the Permitted Purpose and do anything reasonably necessary for that purpose including:
 - (A) entering the Easement Site; and
 - (B) taking anything on to the Easement Site; and
 - (ii) subject to clause 1.3(f), have the Rock Anchors remain on the Easement Site at all times until the expiry of the Easement under clause 1.4, where the Rock Anchors were installed on the Easement Site by the Authority Benefited or its Authorised Users:
 - (iii) pursuant to this Easement; or
 - (iv) prior to the acquisition of this Easement.
- (b) In exercising its rights under this Easement, the Authority Benefited must:
 - (i) make good any damage to the Easement Site, Lot Burdened and the 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.
- (c) On written request from the Owner of the Lot Burdened, the Authority Benefited will provide to the Owner of the Lot Burdened as-built drawings showing the location of the Rock Anchors within the Easement Site.

1.3 **De-stressing Rock Anchors**

- (a) If the Owner of the Lot Burdened proposes to carry out Redevelopment Works, the Owner of the Lot Burdened may give the Authority Benefited notice of:
 - (i) the proposed Redevelopment Works (including details of the extent of demolition of any part of the Building and the extent of any excavation of the Lot Burdened); and
 - (ii) the proposed date on which the Owner of the Lot Burdened anticipates that it will commence the Redevelopment Works.
- (b) Following receipt of the notice referred to in paragraph (a) (along with any additional information regarding the proposed Redevelopment Works reasonably requested by the Authority Benefited), the Authority Benefited will promptly notify the Owner of the Lot Burdened of the Rock Anchors (if any) within the Easement Site that will be rendered redundant as a result of the carrying out of the Redevelopment Works including any stressed Rock Anchors that may be de-stressed as a result of the carrying out of the Redevelopment Works.
- (c) If the Owner of the Lot Burdened makes any changes to the proposed Redevelopment Works which may impact on the Rock Anchors after the date of the notice referred to in paragraph (b), the Owner of the Lot Burdened must promptly give the Authority Benefited notice of those changes, and the Authority Benefited will promptly notify the Owner of the Lot Burdened of any changes to the notice referred to in paragraph (b) as a consequence of the changes to the proposed Redevelopment Works.
- (d) If the Owner of the Lot Burdened changes the proposed date on which the Owner of the Lot Burdened anticipates that it will commence the Redevelopment Works, the Owner of the Lot Burdened must promptly give the Authority Benefited notice of the proposed change in date.
- (e) Subject to paragraph (g) and granting of any required access rights over the Lot Burdened, the Authority Benefited must at its cost, de-stress the stressed Rock Anchors set out in the notice provided by the Authority Benefited under paragraph (b) (as amended under

paragraph (c)) following receipt of a written direction from the Owner of the Lot Burdened to do so provided that, at the relevant time, the stressed Rock Anchors have in fact been made redundant by the Redevelopment Works. The Authority Benefited has no obligation to remove the Rock Anchors from the Easement Site once de-stressed.

- (f) The Owner of the Lot Burdened may cut any redundant or de-stressed Rock Anchors at any location within the Easement Site and otherwise deal with any part of any redundant or de-stressed Rock Anchors within the Easement Site as the Owner of the Lot Burdened sees fit.
- (g) The earliest date on which the Authority Benefited is required to de-stress any Rock Anchors installed on the Easement Site by the Authority Benefited or its Authorised Users is 10 June 2021.

1.4 **Expiry of the Easement**

- (a) This Easement will expire on the date on which the Authority Benefited gives the Owner of the Lot Burdened notice that it has de-stressed all stressed Rock Anchors installed on the Easement Site by the Authority Benefited or its Authorised Users and that all other Rock Anchors installed on the Easement Site are redundant and may be cut through by the Owner of the Lot Burdened as the Owner of the Lot Burdened sees fit.
- (b) If this Easement has expired under paragraph (a), the Owner of the Lot Burdened and the Authority Benefited (if requested by the Owner of the Lot Burdened) must take all reasonable steps to remove this Easement from the title of the Lot Burdened as soon as practicable, including preparing and executing all necessary documents and producing the relevant certificates of title at Land Registry Services NSW.

1.5 **Incorporation of definitions and interpretation clauses**

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

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

The Authority Benefited.

2. **GENERAL**

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

The Authority Benefited may, in its discretion, permit any of its Authorised Users to exercise its rights and perform its obligations under 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 entitled "Easement summary" and including the general provisions set out in this clause 2.

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

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.

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 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 maintenance, replacement, de-stressing and/or removal of the Rock Anchors.

Project means the design, construction (including any demolition required to enable construction to proceed or as a necessary part of any construction), operation and maintenance of the Sydney Metro City & Southwest project on land adjoining or in the vicinity of the Lot Burdened.

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

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

