



# *Government Gazette*

of the State of

New South Wales

**Number 122–Compulsory Acquisitions**

**Friday, 25 March 2022**

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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.

Each notice in the Government Gazette has a unique reference number that appears in parentheses at the end of the notice and can be used as a reference for that notice (for example, (n2019-14)).

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To submit a notice for gazettal, see the Gazette page.

**ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**  
**Land Acquisition (Just Terms Compensation) Act 1991**  
**Notice of Compulsory Acquisition of Land in the**  
**LOCAL GOVERNMENT AREA OF BLACKTOWN**

The Planning Ministerial Corporation constituted by the *Environmental Planning and Assessment Act 1979* declares, with the approval of Her Excellency the Governor, that the land described in the Schedule to this notice is acquired by compulsory process under the *Land Acquisition (Just Terms Compensation) Act 1991* for the purposes of the *Environmental Planning and Assessment Act 1979*.

Signed

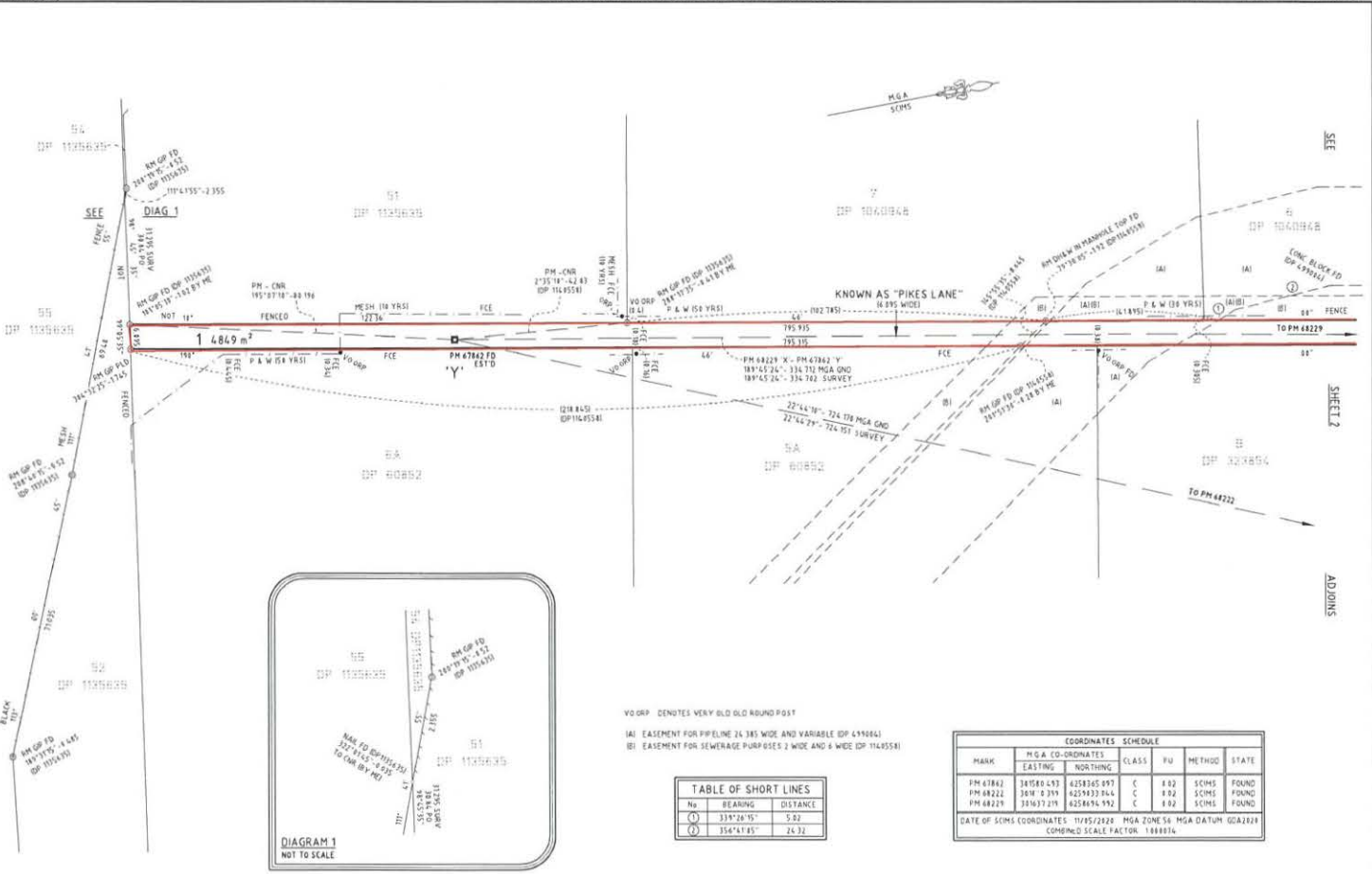
PLANNING SECRETARY  
On behalf of the Planning Ministerial Corporation

**SCHEDULE**

All that piece or parcel of land situated at Eastern Creek in the Local Government Area of Blacktown, Parish of Melville, County of Cumberland, being land comprised in Deed of Partition Book 638 No.57, now being Lot 1 in Deposited Plan 1265282, and described as Pikes Lane, Eastern Creek, **but excluding:**

1. DP 499004 easement for pipeline 24.385 wide and variable
2. DP 1140558 easement for sewerage purposes 2 wide and 6 wide

Req:R434252 /Doc:DP 1265282 P /Rev:03-Aug-2020 /NSW LRS /Egs:ALL /Prt:04-Aug-2020 09:45 /Seq:1 of 5  
 © Office of the Registrar-General /Src:SAIGLOBAL /Ref:



YO GRP DENOTES VERY OLD OLD ROUND POST  
 (AI) EASEMENT FOR PIPELINE 24.385 WIDE AND VARIABLE (DP 439864)  
 (BI) EASEMENT FOR SEWERAGE PURPOSES 2 WIDE AND 6 WIDE (DP 1149558)

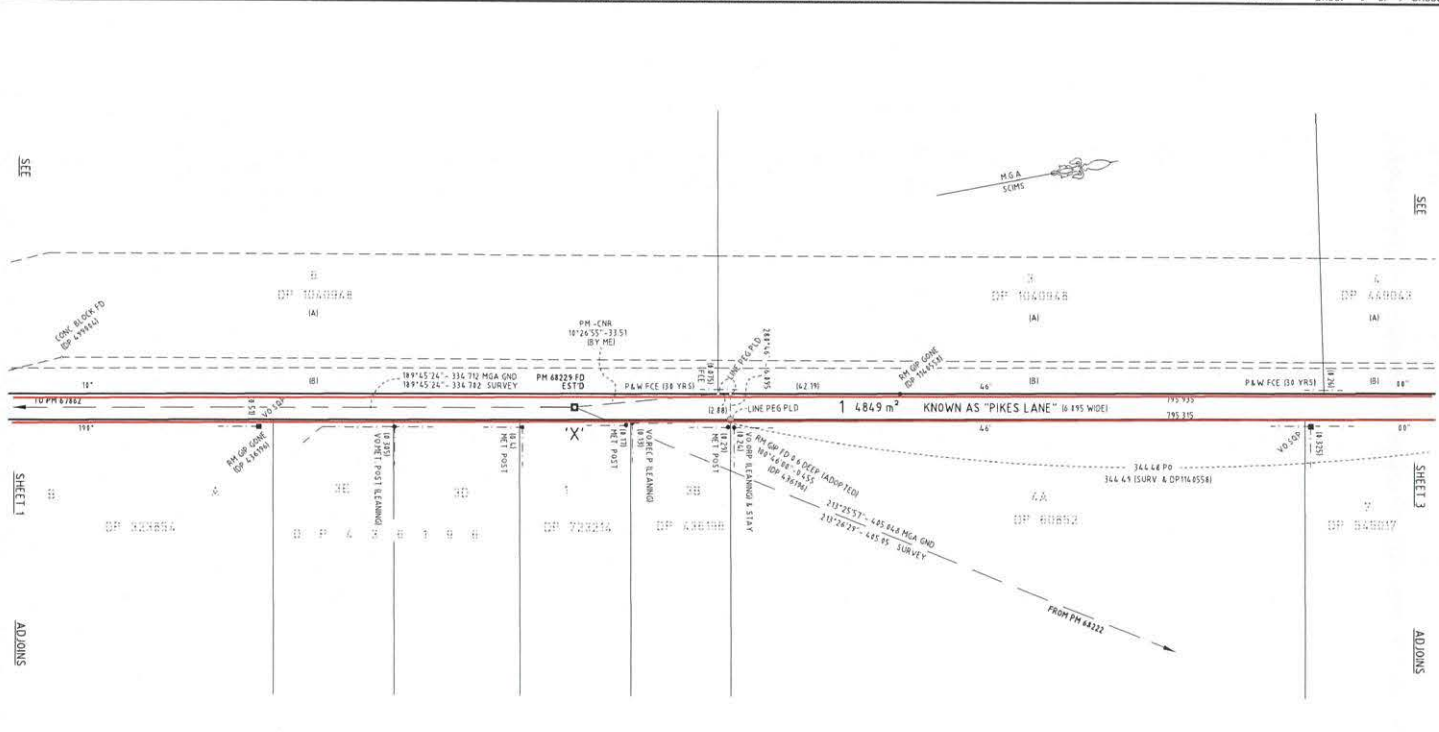
No	BEARING	DISTANCE
1	33° 26' 15"	5.92
2	35° 41' 45"	24.32

MARK	MGA COORDINATES		CLASS	FU	METHOD	STATE
	EASTING	NORTHING				
PM 4784	345848.473	6258345.697	C	8.92	SCIMS	FOUND
PM 4822	345848.399	6258333.844	C	8.92	SCIMS	FOUND
PM 4823	345837.219	6258456.592	C	8.92	SCIMS	FOUND

DATE OF SCIMS COORDINATES: 11/05/2020 MGA ZONE 56 MGA DATUM: GDA2020  
 CONVERSION SCALE FACTOR: 1.000016

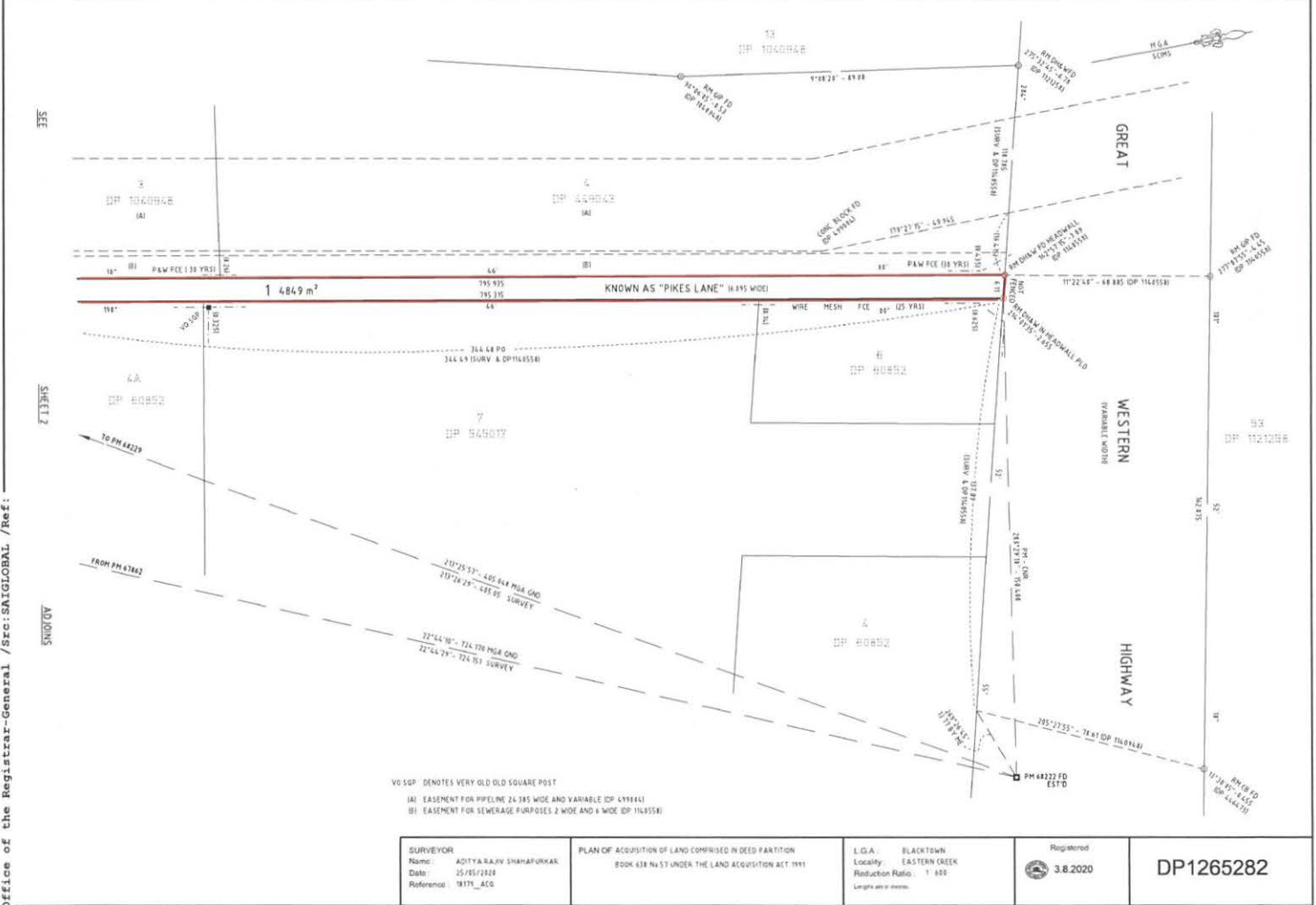
<b>SURVEYOR</b> Name: ADITYA RAJIV SHAHAPURKAR Date: 25/05/2020 Reference: 18171_AIG	<b>PLAN OF ACQUISITION OF LAND COMPRISED IN DEED PARTITION</b> BOOK 638 No 57 UNDER THE LAND ACQUISITION ACT 1991	<b>L.G.A.</b> BLACKTOWN Locality: EASTERN CREEK Reduction Ratio: 1:600 <small>Large scale work in metres.</small>	Registered 3.8.2020 <b>DP1265282</b>
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Req:R434252 /Doc:DP 1265282 P /Rev:03-Aug-2020 /NSW LRS /Pgs:ALL /Prt:04-Aug-2020 09:45 /Seq:2 of 5  
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:



VO ORP DENOTES VERY OLD OLD ROUND POST  
 VO SQR DENOTES VERY OLD OLD SQUARE POST  
 VO REC P DENOTES VERY OLD RECTANGULAR POST  
 (A) EASEMENT FOR PIPELINE 24.385 WIDE AND VARIABLE (DP 439894)  
 (B) EASEMENT FOR SEWERAGE PURPOSES 2 WIDE AND 4 WIDE (DP 1160558)

<p><b>SURVEYOR</b>                  Name: ADITYA RAJIV SHAHAPURKAR                  Date: 25/05/2020                  Reference: 18175_ACG</p>	<p><b>PLAN OF ACQUISITION OF LAND COMPRISED IN DEED PARTITION</b>                  BOOK 638 Ns 57 UNDER THE LAND ACQUISITION ACT 1991</p>	<p>L.G.A.: BLACKTOWN                  Locality: EASTERN CREEK                  Reduction Ratio: 1:600                  Lengths are in metres.</p>	<p>Registered                    3.8.2020</p>
			DP1265282



VO SGP DENOTES VERY OLD OLD SQUARE POST  
 (A) EASEMENT FOR PIPELINE 24.385 WIDE AND VARIABLE (DP 499944)  
 (B) EASEMENT FOR SEWERAGE PURPOSES 2 WIDE AND 6 WIDE (DP 1143554)

<b>SURVEYOR</b>	<b>PLAN OF ACQUISITION OF LAND COMPRISED IN DEED PARTITION</b>
Name: ADITYA RAJIV SHAHAPURKHAR	BOOK 638 N4 S7 UNDER THE LAND ACQUISITION ACT 1991
Date: 25/05/2020	
Reference: 18175_ACG	

<b>L.G.A.</b>	BLACKTOWN
<b>Locality:</b>	EASTERN CREEK
<b>Reduction Ratio:</b>	1 : 400
Lengths are in metres.	

Registered	3.8.2020
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DP1265282

Req:R434252 /Doc:DP 1265282 P /Rev:03-Aug-2020 /NSW LRS /Pg:ALL /Prt:04-Aug-2020 09:45 /Seq:3 of 5 © Office of the Registrar-General /Src:SAIGLOBAL /Ref:

# TRANSPORT ADMINISTRATION ACT 1988

## LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

### Notice of Compulsory Acquisition of Land in the Local Government Area of Penrith

Sydney Metro 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* 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 – PENRITH

1. This Schedule sets out the land in the Local Government Area of Penrith.
  - 1.1 That part of that piece of land situated in the Local Government Area of Penrith, Parish of Claremont and County of Cumberland, comprising Lot 4 in DP 1242470, being the part of the land in Certificate of Title 4/1242470 marked as Lot 201 on Plan of Acquisition DP1280188, **but excluding from the acquisition:**
    - (a) Dealing M310683 – easement for transmission line;
    - (b) Dealing DP1242470 – positive covenant numbered (4) in the S.88B instrument; and
    - (c) Dealing DP1242470 – restriction(s) on the use of land numbered (5) in the S.88B instrument.
  - 1.2 That part of that piece of land situated in the Local Government Area of Penrith, Parish of Claremont and County of Cumberland, comprising Lot 4 in DP 1255721, being the part of the land in Certificate of Title 4/1255721 marked as Lot 203 on Plan of Acquisition DP1280188, **but excluding from the acquisition:**
    - (a) Dealing DP1242470 – right of carriageway;
    - (b) Dealing DP1242470 – positive covenant numbered (2) in the S.88B instrument;
    - (c) Dealing DP1242470 – restriction(s) on the use of land numbered (3) in the S.88B instrument;
    - (d) Dealing DP1242470 – positive covenant numbered (4) in the S.88B instrument;
    - (e) Dealing DP1242470 – restriction(s) on the use of land numbered (5) in the S.88B instrument;
    - (f) Dealing DP1250372 – easement for underground cables;
    - (g) Dealing DP1264151 – easement for water supply purposes 3 metre(s) wide; and
    - (h) Dealing DP1264151 – easement for water supply purposes variable width.

1.3 That part of that piece of land situated in the Local Government Area of Penrith, Parish of Claremont and County of Cumberland, comprising Lot 5 in DP 1255721, being the part of the land in Certificate of Title 5/1255721 marked as Lot 205 on Plan of Acquisition DP1280188, **but excluding from the acquisition:**

- (a) Dealing DP1242470 – right of carriageway;
- (b) Dealing DP1242470 – positive covenant numbered (4) in the S.88B instrument;
- (c) Dealing DP1242470 – restriction(s) on the use of land numbered (5) in the S.88B instrument;
- (d) Dealing DP1250372 – easement for underground cables;
- (e) Dealing DP1264151 – easement for water supply purposes 3 metre(s) wide; and
- (f) Dealing DP1264151 – easement for water supply purposes variable width.

**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 Crows Nest, in the Local Government Area of North Sydney, Parish of Willoughby and County of Cumberland, being that part of Lot 1 in Deposited Plan 25009, shown marked "(RA)" on Draft PPN DP1276606, a copy of which is set out in Schedule 3.



## **SCHEDULE 2**

### **1. EASEMENT FOR ROCK ANCHORS**

#### **1.1 Easement summary**

This Easement provides the Authority Benefited with the right to have the Rock Anchors remain on the Easement Site at all times until the expiry of the Easement under clause 1.3.

#### **1.2 Terms of the Easement**

The Owner of the Lot Burdened grants to the Authority Benefited full, free and unimpeded right for the Authority Benefited to have the Rock Anchors remain on the Easement Site at all times until the expiry of the Easement under clause 1.3, where the Rock Anchors were installed on the Easement Site by the Authority Benefited or its Authorised Users:

- (a) pursuant to this Easement; or
- (b) prior to the acquisition of this Easement.

#### **1.3 Expiry of the Easement**

- (a) At any time after 31 May 2023, the Owner of the Lot Burdened may notify the Authority Benefited in writing that the Owner of the Lot Burdened intends to cut or de-stress the Rock Anchors for the purpose of redevelopment of the Lot Burdened.
- (b) As soon as practicable after the date on which the Rock Anchors are cut or de-stressed, the Owner of the Lot Burdened must provide written evidence to the reasonable satisfaction of the Authority Benefited that the Rock Anchors have been cut or de-stressed (including any other information the Authority Benefited may reasonably require for this purpose).
- (c) Following receipt of the information referred to in clause 1.3(b) and the Authority Benefited confirming in writing to the Owner of the Lot Burdened that the Authority Benefited is satisfied that the Rock Anchors have been cut or de-stressed, this Easement will expire on the date of such confirmation.
- (d) If this Easement has expired under clause 1.3(c):
  - (i) the Owner of the Lot Burdened and the Authority Benefited must, if requested by the other party, take all reasonable steps to remove this Easement from the title of the Lot Burdened as soon as practicable, including preparing and executing all necessary documents and producing the relevant certificates of title at Land Registry Services NSW; and
  - (ii) whether or not the Easement has been removed from the title of the Lot Burdened under clause 1.3(d)(i), the Owner of the Lot Burdened may at any time after the Easement has expired under clause 1.3(c), at its risk and cost, cut the Rock Anchors at any location within the Easement Site and otherwise deal with any part of the Rock Anchors within the Easement Site as the Owner of the Lot Burdened sees fit.
- (e) For the avoidance of doubt, nothing in this Easement requires the Authority Benefited to de-stress, cut or remove any Rock Anchors installed on the Easement Site.

#### **1.4 Incorporation of definitions and interpretation clauses**

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

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

The Authority Benefited.

**2. GENERAL**

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

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

**2.2 Conditions**

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

**2.3 Definitions**

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

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

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

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

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

**Easement Site** means the easement site set out in Schedule 1 of the Acquisition Notice.

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

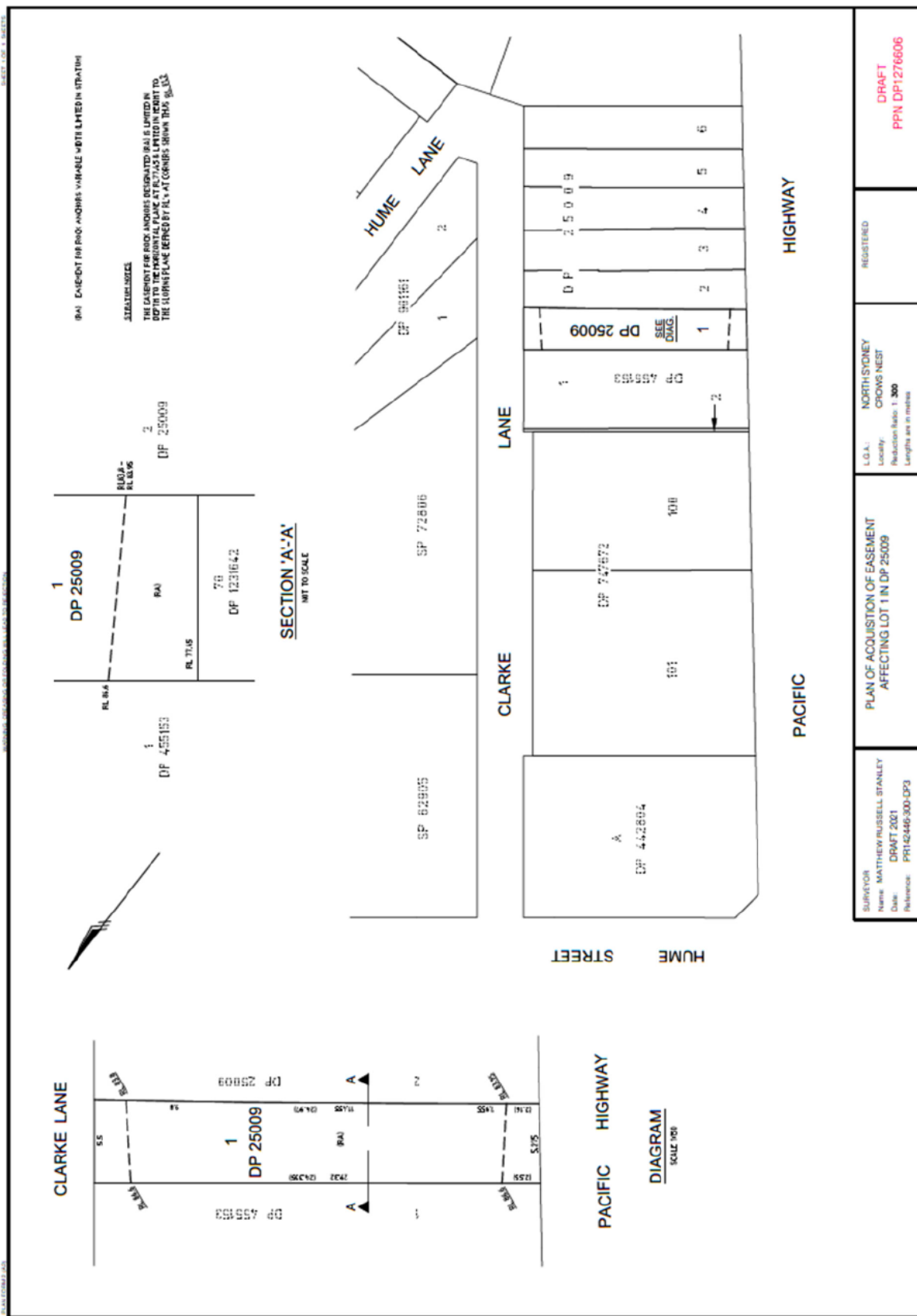
**Lot Burdened** means the Lot set out in Schedule 1 of the Acquisition Notice.

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

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

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

### SCHEDULE 3



(Sydney Metro Document Number: SM/21-002370; CXO22/00010)

LOCAL GOVERNMENT ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

NOTICE OF COMPULSORY ACQUISITION OF LAND

Gwydir Shire Council declares with the approval of Her Excellency the Governor that the lands and interests described in Schedule 1 below, excluding the interest described in Schedule 2 below, are acquired by compulsory process in accordance with the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purpose of a water treatment plant and pump station site.

Dated at Bingara this 23rd day of March 2022

Max Eastcott  
General Manager

**Schedule 1**

1/1153549

Lot 1 DP1275380 being part of the land comprised in 7307/1160987

Easement for water supply 2 wide marked (A) in DP1275380 shown over  
Lot 2 DP1275380 being part of the land comprised in 7307/1160987

Easement for water supply 2 wide marked (B) in DP1275380 shown over  
Lot 2 DP1275380 being part of the land comprised in 7307/1160987

**Schedule 2**

Proposed easement for overhead powerlines variable width marked (A) in  
DP1153549 shown over Lot 1 DP1153549 being part of the land comprised in  
1/1153549

**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 Crows Nest, in the Local Government Area of North Sydney, Parish of Willoughby and County of Cumberland, being that part of Lot 3 in Deposited Plan 25009, shown marked "(RA)" on Draft PPN DP1276603, a copy of which is set out in Schedule 3.

## **SCHEDULE 2**

### **1. EASEMENT FOR ROCK ANCHORS**

#### **1.1 Easement summary**

This Easement provides the Authority Benefited with the right to have the Rock Anchors remain on the Easement Site at all times until the expiry of the Easement under clause 1.3.

#### **1.2 Terms of the Easement**

The Owner of the Lot Burdened grants to the Authority Benefited full, free and unimpeded right for the Authority Benefited to have the Rock Anchors remain on the Easement Site at all times until the expiry of the Easement under clause 1.3, where the Rock Anchors were installed on the Easement Site by the Authority Benefited or its Authorised Users:

- (a) pursuant to this Easement; or
- (b) prior to the acquisition of this Easement.

#### **1.3 Expiry of the Easement**

- (a) At any time after 31 May 2023, the Owner of the Lot Burdened may notify the Authority Benefited in writing that the Owner of the Lot Burdened intends to cut or de-stress the Rock Anchors for the purpose of redevelopment of the Lot Burdened.
- (b) As soon as practicable after the date on which the Rock Anchors are cut or de-stressed, the Owner of the Lot Burdened must provide written evidence to the reasonable satisfaction of the Authority Benefited that the Rock Anchors have been cut or de-stressed (including any other information the Authority Benefited may reasonably require for this purpose).
- (c) Following receipt of the information referred to in clause 1.3(b) and the Authority Benefited confirming in writing to the Owner of the Lot Burdened that the Authority Benefited is satisfied that the Rock Anchors have been cut or de-stressed, this Easement will expire on the date of such confirmation.
- (d) If this Easement has expired under clause 1.3(c):
  - (i) the Owner of the Lot Burdened and the Authority Benefited must, if requested by the other party, take all reasonable steps to remove this Easement from the title of the Lot Burdened as soon as practicable, including preparing and executing all necessary documents and producing the relevant certificates of title at Land Registry Services NSW; and
  - (ii) whether or not the Easement has been removed from the title of the Lot Burdened under clause 1.3(d)(i), the Owner of the Lot Burdened may at any time after the Easement has expired under clause 1.3(c), at its risk and cost, cut the Rock Anchors at any location within the Easement Site and otherwise deal with any part of the Rock Anchors within the Easement Site as the Owner of the Lot Burdened sees fit.
- (e) For the avoidance of doubt, nothing in this Easement requires the Authority Benefited to de-stress, cut or remove any Rock Anchors installed on the Easement Site.

#### **1.4 Incorporation of definitions and interpretation clauses**

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

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

The Authority Benefited.

**2. GENERAL**

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

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

**2.2 Conditions**

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

**2.3 Definitions**

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

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

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

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

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

**Easement Site** means the easement site set out in Schedule 1 of the Acquisition Notice.

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

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

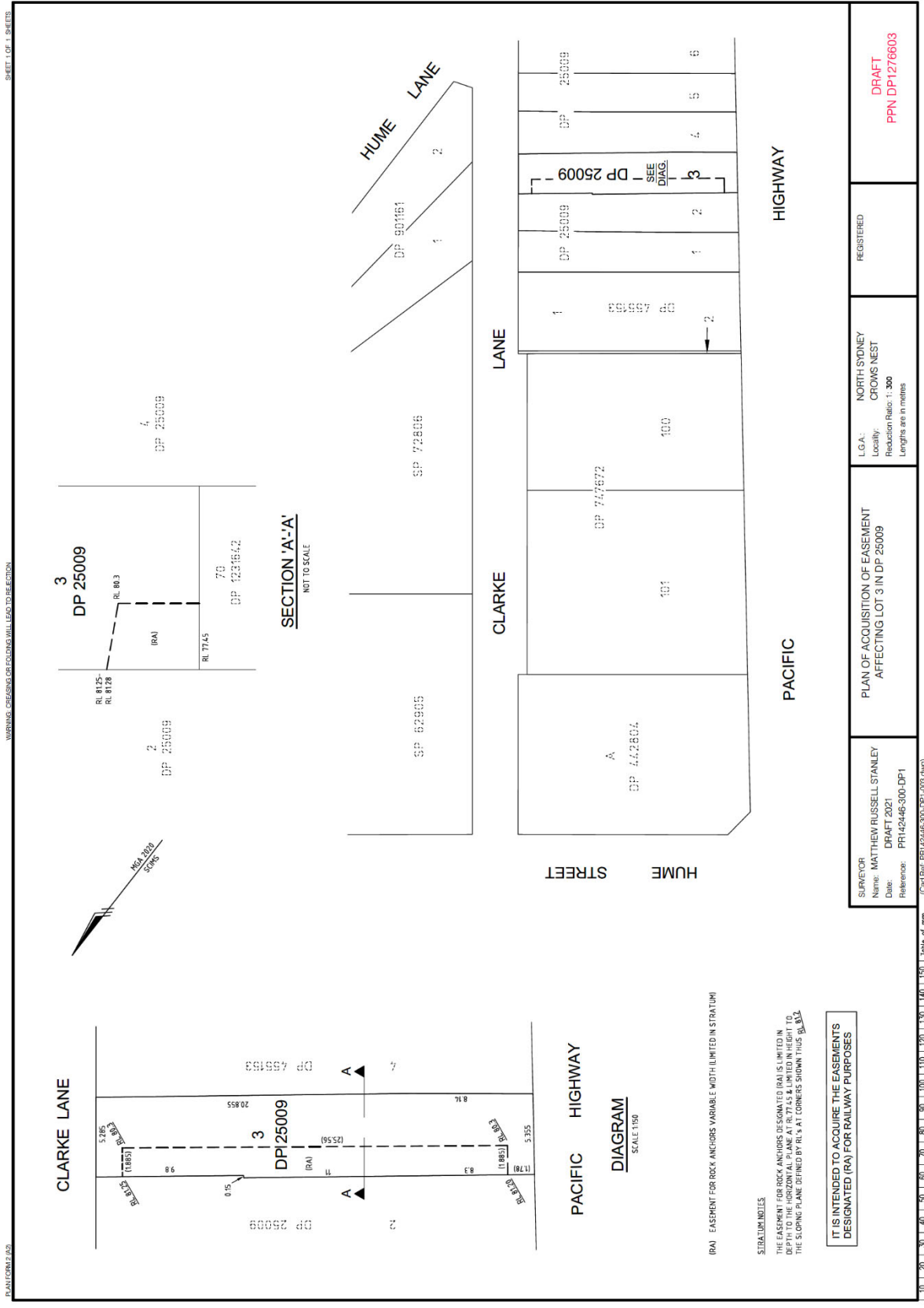
**Owner of the Lot Burdened** means every person who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened and any Owners Corporation in relation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

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



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

**SCHEDULE 3**



(Sydney Metro Document Number: SM/21-002370; XCO22/00008)

**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 Crows Nest, in the Local Government Area of North Sydney, Parish of Willoughby and County of Cumberland, being that part of Lot 2 in Deposited Plan 25009, shown marked "(RA)" on Draft PPN DP1276605, a copy of which is set out in Schedule 3.

## **SCHEDULE 2**

### **1. EASEMENT FOR ROCK ANCHORS**

#### **1.1 Easement summary**

This Easement provides the Authority Benefited with the right to have the Rock Anchors remain on the Easement Site at all times until the expiry of the Easement under clause 1.3.

#### **1.2 Terms of the Easement**

The Owner of the Lot Burdened grants to the Authority Benefited full, free and unimpeded right for the Authority Benefited to have the Rock Anchors remain on the Easement Site at all times until the expiry of the Easement under clause 1.3, where the Rock Anchors were installed on the Easement Site by the Authority Benefited or its Authorised Users:

- (a) pursuant to this Easement; or
- (b) prior to the acquisition of this Easement.

#### **1.3 Expiry of the Easement**

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- (b) As soon as practicable after the date on which the Rock Anchors are cut or de-stressed, the Owner of the Lot Burdened must provide written evidence to the reasonable satisfaction of the Authority Benefited that the Rock Anchors have been cut or de-stressed (including any other information the Authority Benefited may reasonably require for this purpose).
- (c) Following receipt of the information referred to in clause 1.3(b) and the Authority Benefited confirming in writing to the Owner of the Lot Burdened that the Authority Benefited is satisfied that the Rock Anchors have been cut or de-stressed, this Easement will expire on the date of such confirmation.
- (d) If this Easement has expired under clause 1.3(c):
  - (i) the Owner of the Lot Burdened and the Authority Benefited must, if requested by the other party, take all reasonable steps to remove this Easement from the title of the Lot Burdened as soon as practicable, including preparing and executing all necessary documents and producing the relevant certificates of title at Land Registry Services NSW; and
  - (ii) whether or not the Easement has been removed from the title of the Lot Burdened under clause 1.3(d)(i), the Owner of the Lot Burdened may at any time after the Easement has expired under clause 1.3(c), at its risk and cost, cut the Rock Anchors at any location within the Easement Site and otherwise deal with any part of the Rock Anchors within the Easement Site as the Owner of the Lot Burdened sees fit.
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**2.1 Exercise of the benefit of the Easement**

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**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).

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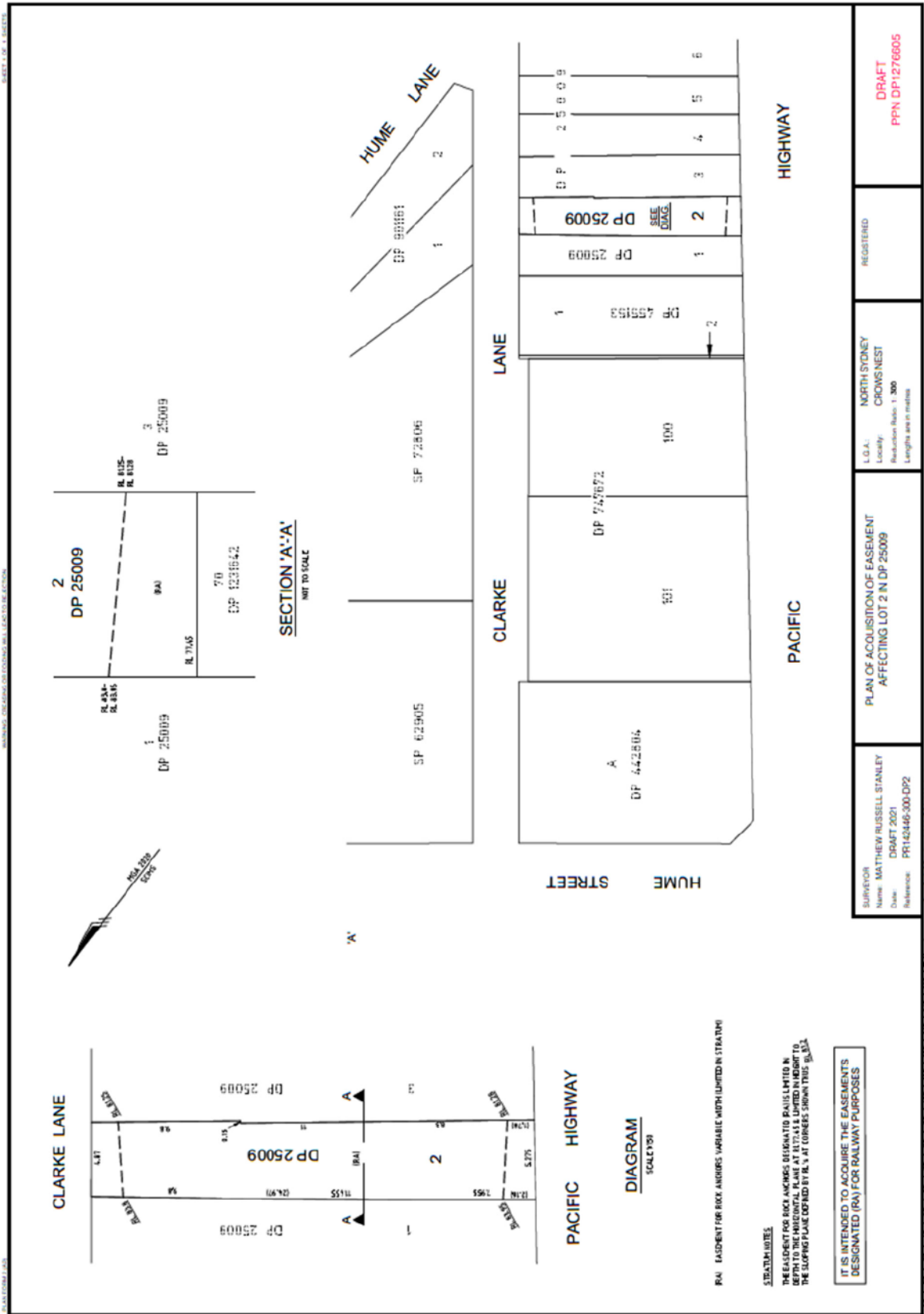
**Lot Burdened** means the Lot set out in Schedule 1 of the Acquisition Notice.

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

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

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

SCHEDULE 3



(Sydney Metro Document Number: SM/21-002370; XCO22/00009)