

# *Government Gazette*

of the State of

New South Wales

**Number 22**

**Friday, 23 February 2018**

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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, private and other notices.

From 1 January 2018, each notice in the Government Gazette has a unique identifier that appears in square brackets at the end of the notice and that can be used as a reference for that notice (for example, [n2018-14]).

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To submit a notice for gazettal – see Gazette Information.

**TRANSPORT ADMINISTRATION ACT 1988**

**LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991**

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

Transport for NSW by its delegate declares, with the approval of His Excellency the Governor, that the easement 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 clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

IVAN GLAVINIC  
Deputy Program Director - Sydney Metro

**SCHEDULE 1**

An easement for crane access on the terms set out in Schedule 2, and over that part of that piece or parcel of land situated at Millers Point, in the Local Government Area of Sydney, Parish of St Philip and County of Cumberland being that part of Lot 100 in Deposited Plan 838323 which is shown marked "(Z)" on Sheet 2 of Drawing No. NWRLSRT-RPS-SBR-SR-DWG-000017, a copy of which is set out in Schedule 3.

**SCHEDULE 2**

**Terms of easement for crane access**

**1. EASEMENT FOR CRANE ACCESS**

**1.1 Easement summary**

This Easement provides the Authority Benefited with a right to have cranes operate and encroach on the Easement Site at all times until the expiry of the Easement pursuant to 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 and encroach on the Easement Site at all times with or without Equipment for the Permitted Purpose until expiry of this Easement under clause 1.3; and
  - (ii) do anything reasonably necessary for that purpose including:
    - (A) entering the Easement Site; and

- (B) taking anything on to the Easement Site.
- (b) In exercising its rights under this Easement, the Authority Benefited must:
  - (i) prior to any encroachment on the Easement Site, provide the Owner of the Lot Burdened with the details of the type of crane, extent of encroachment, frequency of encroachment and estimated duration of the encroachment;
  - (ii) ensure that the crane is maintained in good repair and safe condition;
  - (iii) make good any damage to the Easement Site, Lot Burdened and Building to the extent caused by the Authority Benefited;
  - (iv) 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;
  - (v) 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
  - (vi) comply with all relevant laws relating to the exercise of those rights.
- (c) Any Existing Building Structures and services on or in the Easement Site must not be removed or damaged by the Authority Benefited or its Authorised Users and must be protected by the Authority Benefited and its Authorised Users from damage caused by the exercise of any rights pursuant to the Easement.

### 1.3 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, the Authority Benefited must notify the Owner of the Lot Burdened in writing.
- (b) This Easement will expire on the earlier to occur of:
  - (i) 31 October 2021; and
  - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under paragraph (a).
- (c) If this Easement has expired under paragraph (b), the Owner of the Lot Burdened and the Authority Benefited 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 and Property Information NSW.

### 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 Transport for NSW (ABN 18 804 239 602), a New South Wales Government agency constituted by section 3C 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 this Easement, excluding the section entitled "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 described in Schedule 1 of the Acquisition Notice.

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

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

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

**Lot Burdened** means the Lot set out 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.

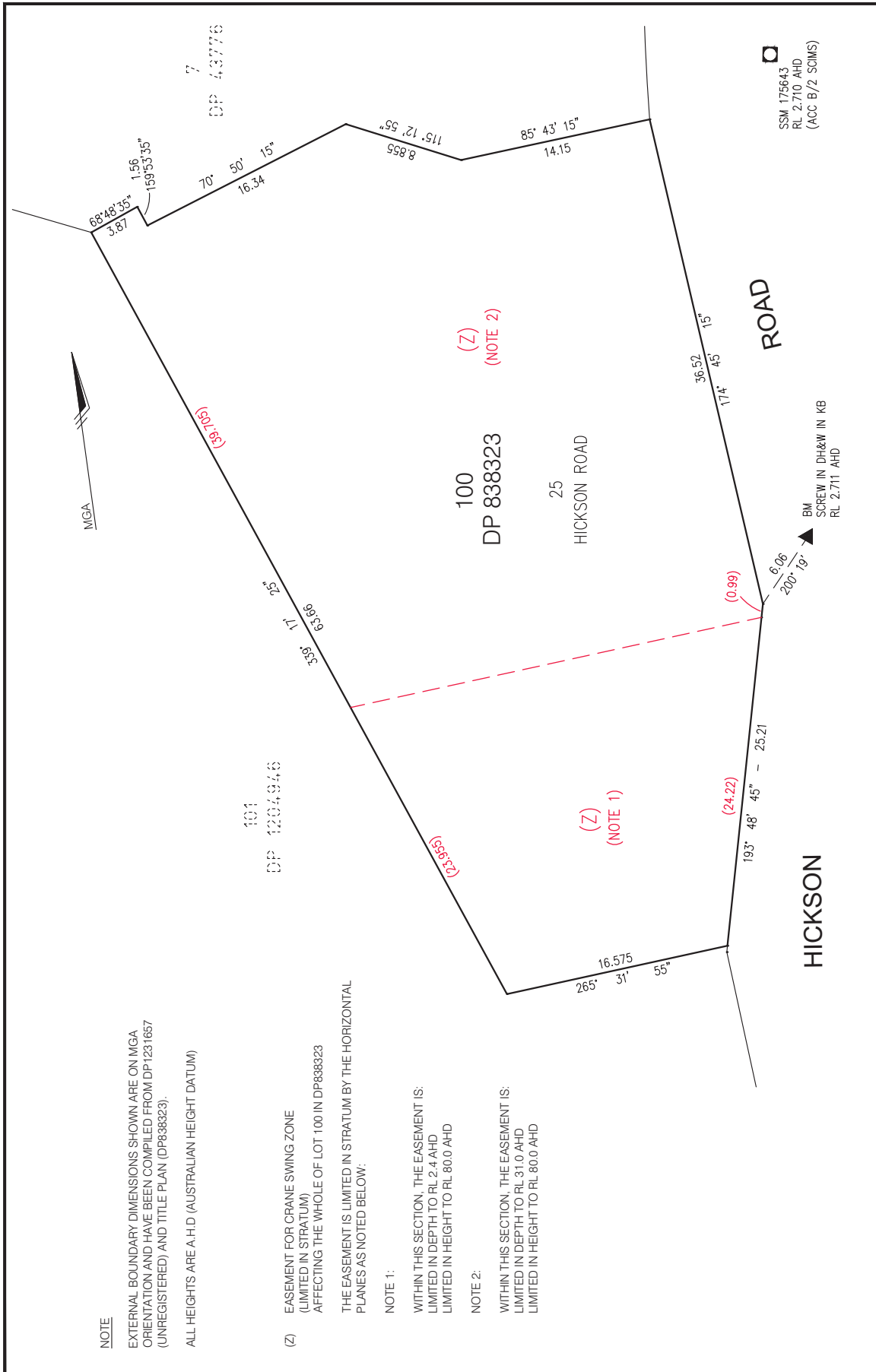
**Owners Corporation** means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW) or community association constituted under the *Community Land Development Act 1989* (NSW) and any similar body corporate serving the same functions and purposes as an owners corporation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

**Permitted Purpose** means:

- (i) setting up, dismantling and removing a crane;
- (ii) slewing, suspending and swinging a crane and otherwise operating a crane; and
- (iii) having a crane overhang in the Easement Site.

**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.

**SCHEDULE 3**



|  |  |   |                                    |
|--|--|---|------------------------------------|
| <b>CLIENT:</b><br>   |  | <b>CLIENT:</b><br>MIRRORS city & southwest                    |                                    |
| <b>SCALE:</b><br>1:250   | <b>SCALE BAR:</b><br>5 2.5 0 5 10 15<br>METRES | <b>QUANTITY:</b><br>AHD                                       | <b>SCALE:</b><br>1:250             |
| <b>PROJECT:</b><br>EASEMENT FOR CRANE SWING ZONE<br>AFFECTING LOT 100 DP838323, 25 HICKSON ROAD, BARANGAROO  | <b>DATE OF PLAN:</b><br>18.10.2017             | <b>DATE OF SURVEY:</b><br>18.10.2017                          | <b>DATE OF PLAN:</b><br>18.10.2017 |
| <b>DESIGNED:</b><br>DWA  | <b>APPROVED:</b><br>DWA                        | <b>DESIGNED:</b><br>DWA                                       | <b>APPROVED:</b><br>DWA            |
| <b>PROJECT NO:</b><br>NWRLSRT-RPS-SBR-SR-DWG-000017 Rev B.dwg  |  | <b>PROJECT NO:</b><br>NWRLSRT-RPS-SBR-SR-DWG-000017 Rev B.dwg |                                    |
| <b>PROJECT NO:</b><br>PR124856   |  | <b>PROJECT NO:</b><br>PR124856                                |                                    |
| <b>PROJECT NO:</b><br>2 OF 3 SHEETS  |  | <b>PROJECT NO:</b><br>2 OF 3 SHEETS                           |                                    |
| THIS IS A COLOURED PLAN.<br>REPRODUCTION IN COLOUR ONLY.   |  |   |                                    |
| RPS AUSTRALIA EAST PTY LTD (ABN 44 140 292 769)  |  |   |                                    |
| RPS AUSTRALIA EAST PTY LTD   |  |   |                                    |
| P:\PRT24856 - SRT181_Adjoining Owners\04_ACAD\05_Hickson Road\Final\Anchor & Crane Swing\NWRLSRT-RPS-SBR-SR-DWG-000017 Rev B.dwg 19.02.2018 10:48 AM |  |   |                                    |

(Transport for NSW Document Number: SM17/0005411)



**TRANSPORT ADMINISTRATION ACT 1988**

**LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991**

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

Transport for NSW by its delegate declares, with the approval of His Excellency the Governor, that the easement 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 clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

IVAN GLAVINIC  
Deputy Program Director – 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 St Leonards, in the Local Government Area of North Sydney, Parish of Willoughby and County of Cumberland being that part of Common Property in Strata Plan 90263 shown marked "X" in Drawing No. NWRLSRT-RPS-SCN-SR-DWG-000025, a copy of which is set out in Schedule 3.

## SCHEDULE 2

### Terms of easement for rock anchors

#### 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 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, 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) 18 July 2022; 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):
  - (i) the Owner of the Lot Burdened and the Authority Benefited 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 and Property Information NSW; and
  - (ii) 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 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 Transport for NSW (ABN 18 804 239 602), a New South Wales Government agency constituted by section 3C 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 this Easement, excluding the section entitled "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.

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

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

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**Lot Burdened** means the Lot set out 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.

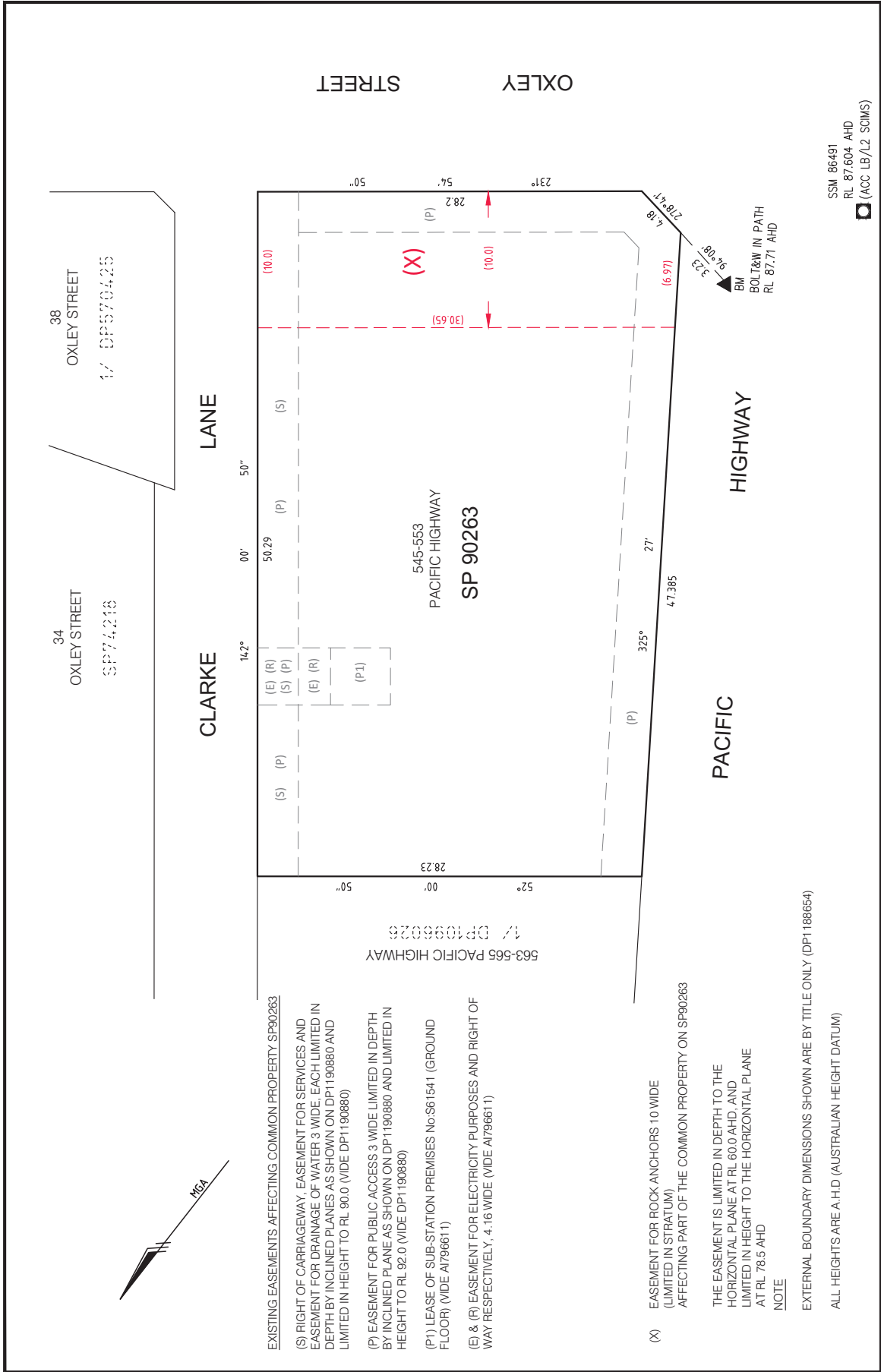
**Permitted Purpose** means installing Rock Anchors within the Easement Site and all works and activities associated with such installation, including replacement or removal of the Rock Anchors.

**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.

**Rock Anchors** means ground anchors, rock anchors, rock bolts, rock pinning, soil nails, rock dowels and other structures or equipment for the purpose of temporarily

supporting or temporarily protecting the works on land owned by the Authority Benefited or temporarily underpinning and supporting improvements erected on the Lot Burdened.

**SCHEDULE 3**



EXISTING EASEMENTS AFFECTING COMMON PROPERTY SP90263

(S) RIGHT OF CARRIAGEWAY EASEMENT FOR SERVICES AND EASEMENT FOR DRAINAGE OF WATER 3 WIDE, EACH LIMITED IN DEPTH BY INCLINED PLANES AS SHOWN ON DP1190880 AND LIMITED IN HEIGHT TO RL 90.0 (VIDE DP1190880)

(P) EASEMENT FOR PUBLIC ACCESS 3 WIDE LIMITED IN DEPTH BY INCLINED PLANE AS SHOWN ON DP1190880 AND LIMITED IN HEIGHT TO RL 92.0 (VIDE DP1190880)

(P1) LEASE OF SUB-STATION PREMISES No.561541 (GROUND FLOOR) (VIDE A1796611)

(E) & (R) EASEMENT FOR ELECTRICITY PURPOSES AND RIGHT OF WAY RESPECTIVELY, 4.16 WIDE (VIDE A1796611)

(X) EASEMENT FOR ROCK ANCHORS 10 WIDE (LIMITED IN STRATUM) AFFECTING PART OF THE COMMON PROPERTY ON SP90263

THE EASEMENT IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 60.0 AHD, AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL 78.5 AHD

NOTE  
EXTERNAL BOUNDARY DIMENSIONS SHOWN ARE BY TITLE ONLY (DP1188654)  
ALL HEIGHTS ARE A H.D (AUSTRALIAN HEIGHT DATUM)

|                |   |                  |                                    |                  |                  |
|----------------|---|------------------|------------------------------------|------------------|------------------|
| PROJECT NO.    | PR124856  | DATE OF PLAN     | 18/02/2018                         | DATE OF ISSUE    | 18/02/2018       |
| TITLE          | Plan Showing Easement for Rock Anchors affecting part of Common Property of SP 90263, 545-553 Pacific Highway, Crows Nest | DESIGNED BY      | INWRLSRT-RPS-SCV-SR-DWG-000025.dwg | APPROVED BY      |                  |
| CLIENT         |   | SCALE            | 1:250                              | SCALE BAR        | 0 5 10 15 Meters |
| QUANTITY       |   | QUANTITY         |                                    | QUANTITY         |                  |
| DATE OF SURVEY |   | DATE OF PLAN     | 18/02/2018                         | DATE OF ISSUE    | 18/02/2018       |
| DATE OF DESIGN |   | DATE OF APPROVAL | 18/02/2018                         | DATE OF APPROVAL | 18/02/2018       |

THIS IS A COLOURED PLAN. REPRODUCTION IN COLOUR ONLY.

SP90263 - SRTM1 - Adjusting OwnersId\_ACAD545-553 Pacific Highway/Rock Anchor/WRLSRT-RPS-SCV-SR-DWG-000025-545-553 Pacific Highway.dwg 18/02/2018 2:38 PM

(Transport for NSW Document Number: SM18/0000025)



**TRANSPORT ADMINISTRATION ACT 1988**

**LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991**

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IVAN GLAVINIC  
Deputy Program Director – 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 "X" in Drawing No. NWRLSRT-RPS-SCN-SR-DWG-000027, a copy of which is set out in Schedule 3.

## SCHEDULE 2

### Terms of easement for rock anchors

#### 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 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, 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) 18 July 2022; 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):
  - (i) the Owner of the Lot Burdened and the Authority Benefited 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 and Property Information NSW; and
  - (ii) 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 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 Transport for NSW (ABN 18 804 239 602), a New South Wales Government agency constituted by section 3C 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 this Easement, excluding the section entitled "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.

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

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

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

**Lot Burdened** means the Lot set out 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.

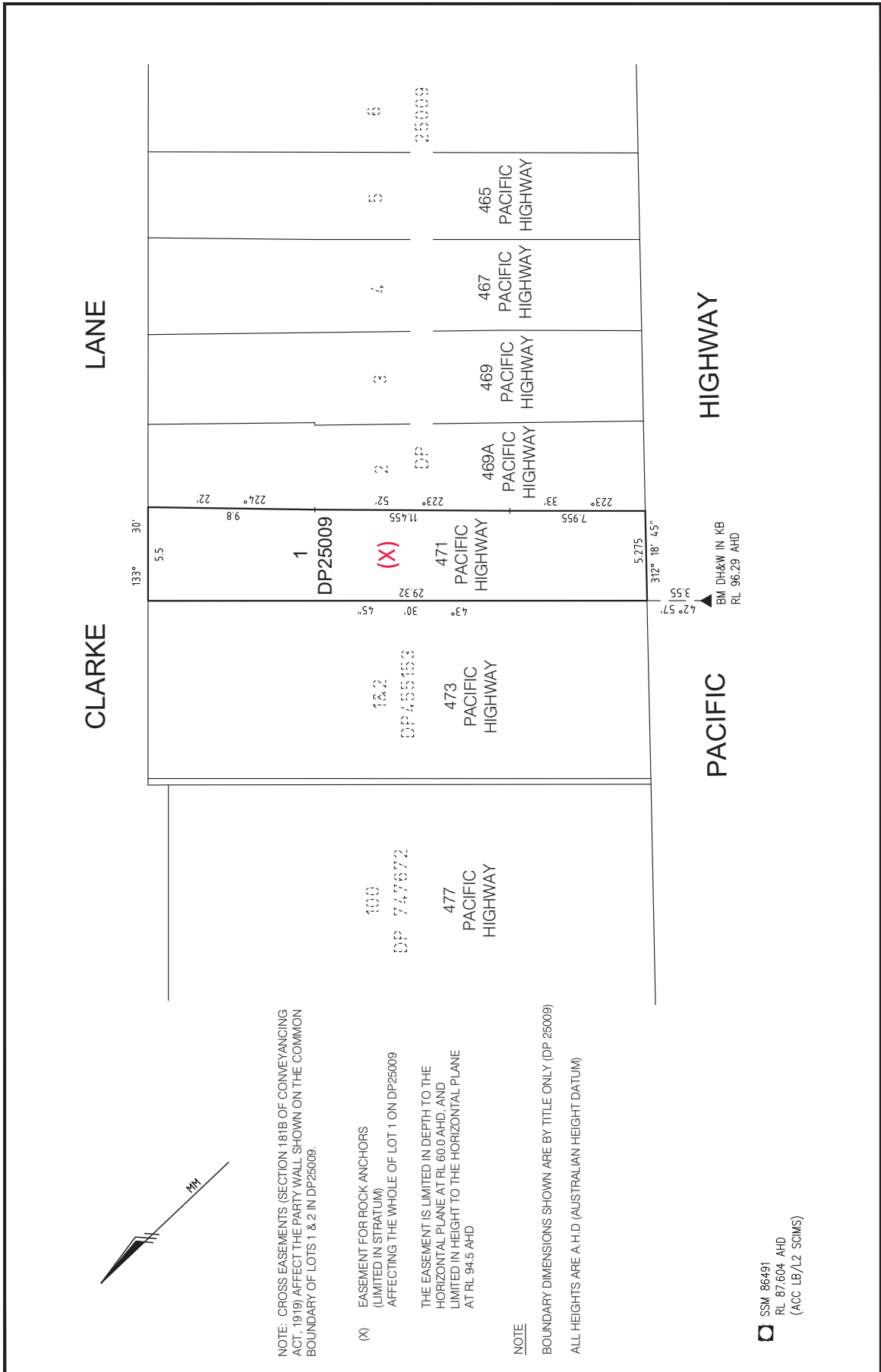
**Permitted Purpose** means installing Rock Anchors within the Easement Site and all works and activities associated with such installation, including replacement or removal of the Rock Anchors.

**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.

**Rock Anchors** means ground anchors, rock anchors, rock bolts, rock pinning, soil nails, rock dowels and other structures or equipment for the purpose of temporarily

supporting or temporarily protecting the works on land owned by the Authority Benefited or temporarily underpinning and supporting improvements erected on the Lot Burdened.

**SCHEDULE 3**



NOTE: CROSS EASEMENTS (SECTION 181B OF CONVEYANCING ACT, 1919) AFFECT THE PARTY WALL SHOWN ON THE COMMON BOUNDARY OF LOTS 1 & 2 IN DP25009.

- (X) EASEMENT FOR ROCK ANCHORS (LIMITED IN STRATUM) AFFECTING THE WHOLE OF LOT 1 ON DP25009
- THE EASEMENT IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 60.0 AHD, AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL 94.5 AHD

NOTE: BOUNDARY DIMENSIONS SHOWN ARE BY TITLE ONLY (DP 25009) ALL HEIGHTS ARE A.H.D. (AUSTRALIAN HEIGHT DATUM)

SSM 86491  
RL 87.604 AHD  
(ACC LB/L2 SCIMS)

|              |              |  |                   |  |            |  |              |  |               |  |                 |  |   |  |          |  |             |  |             |  |
|--------------|--------------|--|-------------------|--|------------|--|--------------|--|---------------|--|-----------------|--|---|--|----------|--|-------------|--|-------------|--|
| ENCLOSURE    | B 18/02/2018 |  | CHECK/MARKS/NOTED |  | DMA   EPG  |  | SCALE: 1:200 |  | ELEVATION AHD |  | SCALE BAR       |  | CLIENT: <b>MIRRA city &amp; southwest</b> |  | SURVEY   |  | PROJECT NO. |  | JOB NO.     |  |
| A 18/02/2018 | 18/02/2018   |  | 18/02/2018        |  | 18/02/2018 |  | 1:200        |  | 1:200         |  | 0 4 8 12 METRES |  | MIRRA city & southwest                    |  | DESIGNED |  | DRAWING NO. |  | DRAWING NO. |  |
|              |              |  |                   |  |            |  |              |  |               |  |                 |  | MIRRA city & southwest                    |  | CHECKED  |  | PROJECT NO. |  | JOB NO.     |  |
|              |              |  |                   |  |            |  |              |  |               |  |                 |  | MIRRA city & southwest                    |  | APPROVED |  | PROJECT NO. |  | JOB NO.     |  |
|              |              |  |                   |  |            |  |              |  |               |  |                 |  | MIRRA city & southwest                    |  |          |  | PROJECT NO. |  | JOB NO.     |  |
|              |              |  |                   |  |            |  |              |  |               |  |                 |  | MIRRA city & southwest                    |  |          |  | PROJECT NO. |  | JOB NO.     |  |

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(Transport for NSW Document Number: SM18/0000025)



**TRANSPORT ADMINISTRATION ACT 1988**

**LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991**

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

Transport for NSW by its delegate declares, with the approval of His Excellency the Governor, that the easement 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 clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

IVAN GLAVINIC  
Deputy Program Director – 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 "X" in Drawing No. NWRLSRT-RPS-SCN-SR-DWG-000028, a copy of which is set out in Schedule 3.

## SCHEDULE 2

### Terms of easement for rock anchors

#### 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 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, 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) 18 July 2022; 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):
  - (i) the Owner of the Lot Burdened and the Authority Benefited 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 and Property Information NSW; and
  - (ii) 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 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 Transport for NSW (ABN 18 804 239 602), a New South Wales Government agency constituted by section 3C 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 this Easement, excluding the section entitled "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.

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

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

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

**Lot Burdened** means the Lot set out 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.

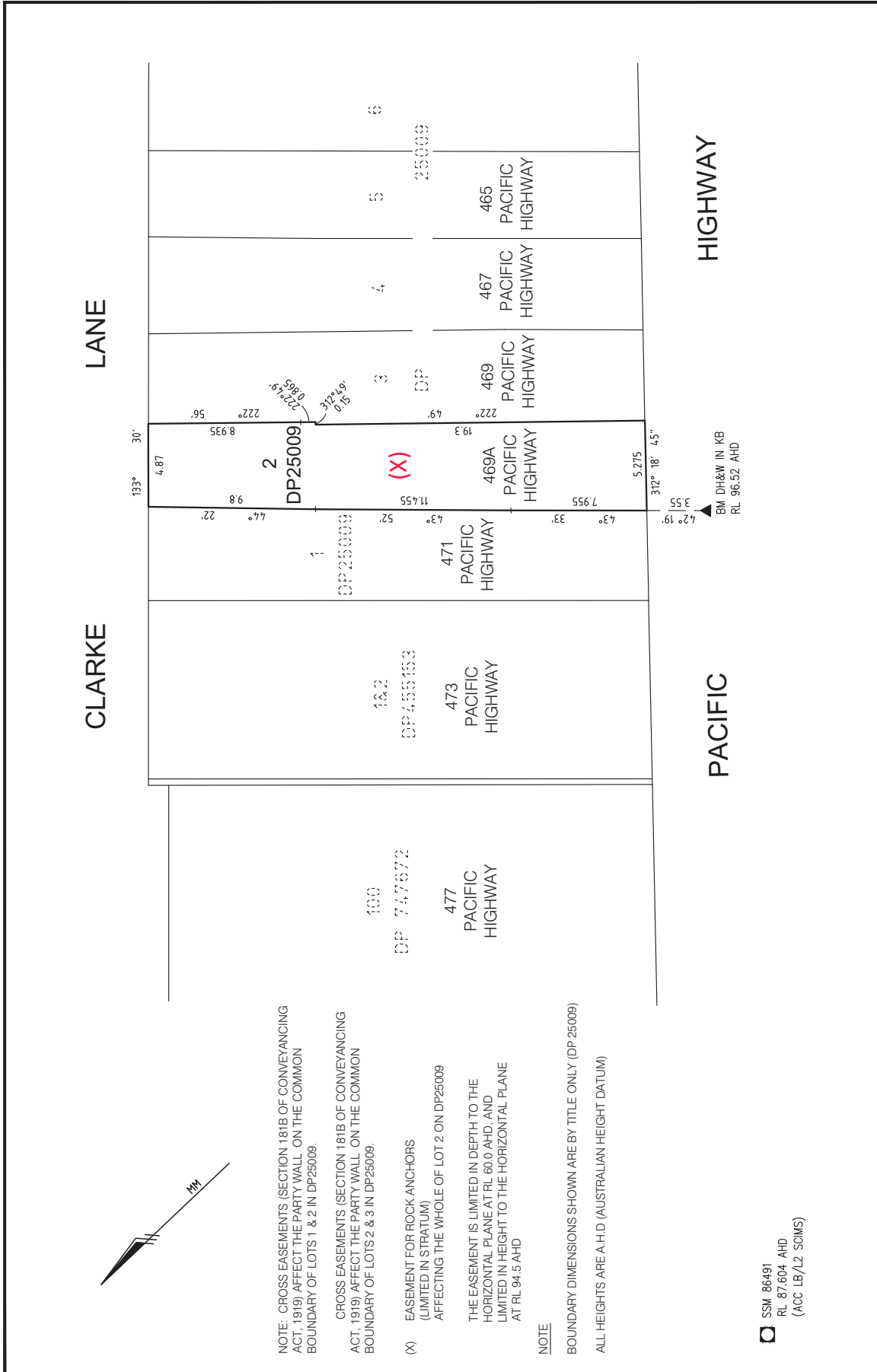
**Permitted Purpose** means installing Rock Anchors within the Easement Site and all works and activities associated with such installation, including replacement or removal of the Rock Anchors.

**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.

**Rock Anchors** means ground anchors, rock anchors, rock bolts, rock pinning, soil nails, rock dowels and other structures or equipment for the purpose of temporarily

supporting or temporarily protecting the works on land owned by the Authority Benefited or temporarily underpinning and supporting improvements erected on the Lot Burdened.

**SCHEDULE 3**



**NOTE:** CROSS EASEMENTS (SECTION 181B OF CONVEYANCING ACT, 1919) AFFECT THE PARTY WALL ON THE COMMON BOUNDARY OF LOTS 1 & 2 IN DP25009.

CROSS EASEMENTS (SECTION 181B OF CONVEYANCING ACT, 1919) AFFECT THE PARTY WALL ON THE COMMON BOUNDARY OF LOTS 2 & 3 IN DP25009.

(X) EASEMENT FOR ROCK ANCHORS (LIMITED IN STRATUM) AFFECTING THE WHOLE OF LOT 2 ON DP25009

THE EASEMENT IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 60.0 AHD, AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL 94.5 AHD

**NOTE:**

BOUNDARY DIMENSIONS SHOWN ARE BY TITLE ONLY (DP 25009)

ALL HEIGHTS ARE A.H.D (AUSTRALIAN HEIGHT DATUM)

SSM 86491  
RL 87.604 AHD  
(ACC LB/L2 SCIMS)

|           |       |             |                                |
|-----------|-------|-------------|--------------------------------|
| ENCLOSURE | NO. 1 | DESCRIPTION | 181B OF CONVEYANCING ACT, 1919 |
| ENCLOSURE | NO. 2 | DESCRIPTION | 181B OF CONVEYANCING ACT, 1919 |
| ENCLOSURE | NO. 3 | DESCRIPTION | 181B OF CONVEYANCING ACT, 1919 |
| ENCLOSURE | NO. 4 | DESCRIPTION | 181B OF CONVEYANCING ACT, 1919 |
| ENCLOSURE | NO. 5 | DESCRIPTION | 181B OF CONVEYANCING ACT, 1919 |
| ENCLOSURE | NO. 6 | DESCRIPTION | 181B OF CONVEYANCING ACT, 1919 |

SCALE: 1:200

DATE OF SURVEY: 18/03/2018

DATE OF PLAN: 18/03/2018

DATE OF APPROVAL: 18/03/2018

DATE APPROVED: 18/03/2018

CLIENT: **City of South West**

TITLE: Plan Showing Easement for Rock Anchors affecting the whole of Lot 2 in DP25009, 469A Pacific Highway, Crows Nest

PROJECT NO: NWRLSRT-RPS-SCW-SR-DWG-000028.dwg

PROJECT 1 OF 1 SHEETS

PR124856 B

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(Transport for NSW Document Number: SM18/0000025)



**TRANSPORT ADMINISTRATION ACT 1988**

**LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991**

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

Transport for NSW by its delegate declares, with the approval of His Excellency the Governor, that the easement 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 clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

IVAN GLAVINIC  
Deputy Program Director – 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 21 Section 8 Deposited Plan 2872, Lot 22 Section 8 Deposited Plan 2872, Lot 23 Section 8 Deposited Plan 2872 and Lot 24 Section 8 Deposited Plan 2872 shown marked "X" in Drawing No. NWRLSRT-RPS-SCN-SR-DWG-000026, a copy of which is set out in Schedule 3.

## SCHEDULE 2

### Terms of easement for rock anchors

#### 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 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, 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) 18 July 2022; 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):
  - (i) the Owner of the Lot Burdened and the Authority Benefited 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 and Property Information NSW; and
  - (ii) 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 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 Transport for NSW (ABN 18 804 239 602), a New South Wales Government agency constituted by section 3C 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 this Easement, excluding the section entitled "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.

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

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

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

**Lot Burdened** means the Lot set out 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.

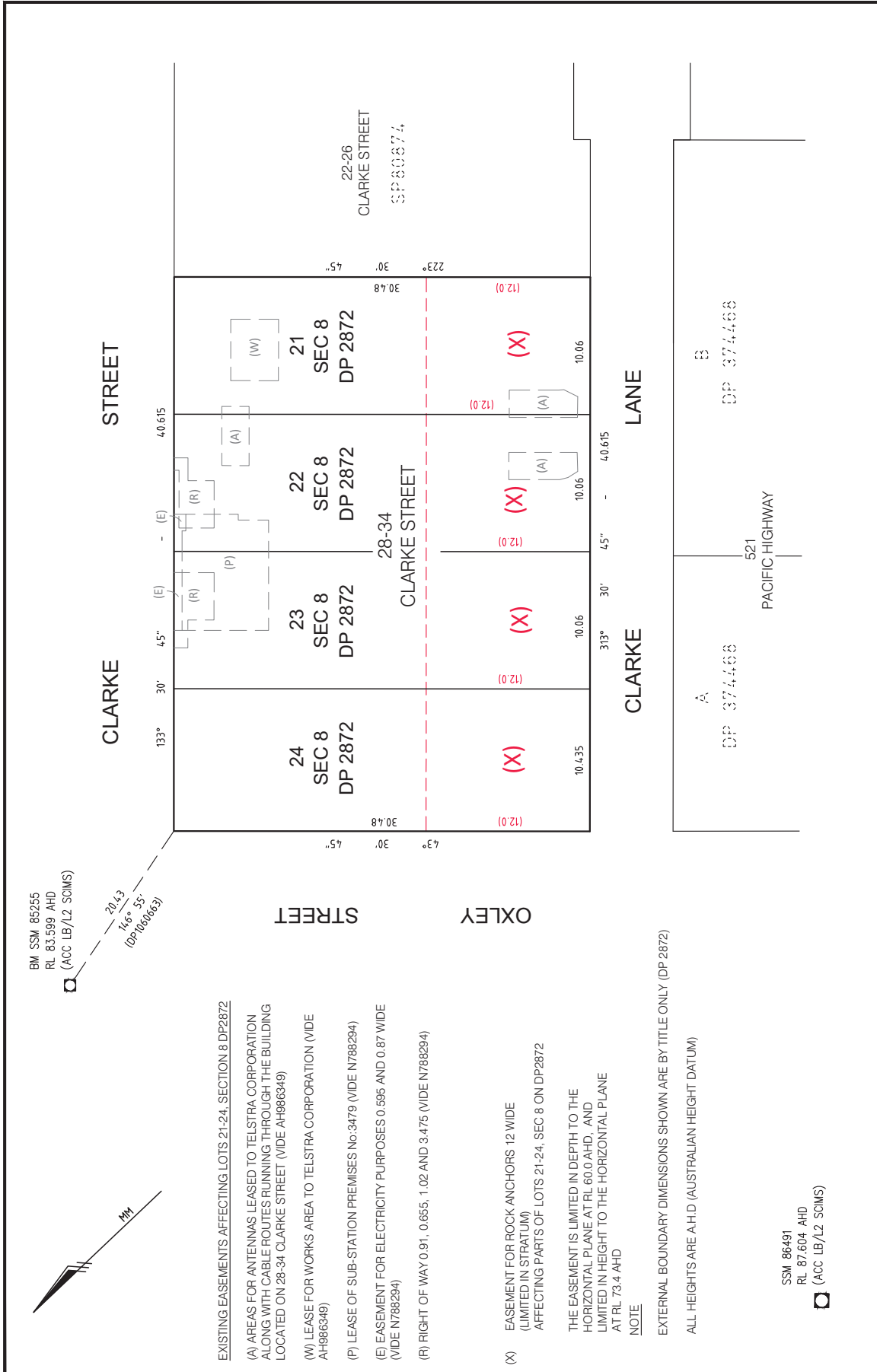
**Permitted Purpose** means installing Rock Anchors within the Easement Site and all works and activities associated with such installation, including replacement or removal of the Rock Anchors.

**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.

**Rock Anchors** means ground anchors, rock anchors, rock bolts, rock pinning, soil nails, rock dowels and other structures or equipment for the purpose of temporarily

supporting or temporarily protecting the works on land owned by the Authority Benefited or temporarily underpinning and supporting improvements erected on the Lot Burdened.

**SCHEDULE 3**



BM SSM 85255  
 RL 83.599 AHD  
 (ACC LB/L2 SCMS)

20.43  
 146° 55'  
 (DP1060663)

EXISTING EASEMENTS AFFECTING LOTS 21-24, SECTION 8 DP2872

(A) AREAS FOR ANTENNAS LEASED TO TELSTRA CORPORATION ALONG WITH CABLE ROUTES RUNNING THROUGH THE BUILDING LOCATED ON 28-34 CLARKE STREET (VIDE AH986349)

(W) LEASE FOR WORKS AREA TO TELSTRA CORPORATION (VIDE AH986349)

(P) LEASE OF SUB-STATION PREMISES No:3479 (VIDE N788294)

(E) EASEMENT FOR ELECTRICITY PURPOSES 0.595 AND 0.87 WIDE (VIDE N788294)

(R) RIGHT OF WAY 0.91, 0.655, 1.02 AND 3.475 (VIDE N788294)

(X) EASEMENT FOR ROCK ANCHORS 12 WIDE (LIMITED IN STRATUM) AFFECTING PARTS OF LOTS 21-24, SEC 8 ON DP2872

THE EASEMENT IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 60.0 AHD, AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL 73.4 AHD

NOTE

EXTERNAL BOUNDARY DIMENSIONS SHOWN ARE BY TITLE ONLY (DP 2872)

ALL HEIGHTS ARE AHD (AUSTRALIAN HEIGHT DATUM)

SSM 86491  
 RL 87.604 AHD  
 (ACC LB/L2 SCMS)

|           |            |    |                   |
|-----------|------------|----|-------------------|
| ENCLOSURE | DATE       | BY | REVISION          |
| A         | 18/03/2017 | DA | ISSUED FOR PERMIT |
| B         | 18/03/2017 | DA | ISSUED FOR PERMIT |

SCALE: 1:250

DATE OF SURVEY: 18/03/2017

DATE OF PLAN: 18/03/2017

DESIGNED: DA

APPROVED: JGO

CLIENT: MIRRA city & southwest

TITLE: Plan Showing Easement for Rock Anchors affecting part of Lots 21-24, Section 8 DP2872, 28-34 Clarke Street, Crowe Nest

PROJECT NO: NWRLSRT-RPS-SCN-SR-DWG-000026.dwg

JOB NO: PR124856

SCALE: 1:250

SHEET 1 OF 1 SHEETS

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(Transport for NSW Document Number: SM18/0000025)



**TRANSPORT ADMINISTRATION ACT 1988**

**LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991**

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

Transport for NSW by its delegate declares, with the approval of His Excellency the Governor, that the easement 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 clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

IVAN GLAVINIC  
Deputy Program Director – Sydney Metro

**SCHEDULE 1**

An easement for crane access 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 Deposited Plan 792740 shown marked "S" and "T" in Drawing No. NWRLSRT-RPS-SVC-SR-DWG-000031, a copy of which is set out in Schedule 3.

## SCHEDULE 2

### 1. EASEMENT FOR CRANE ACCESS

#### 1.1 Easement summary

This Easement provides the Authority Benefited with a right to have cranes operate and encroach on the Easement Site at all times until the expiry of the Easement pursuant to 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 and encroach on the Easement Site at all times with or without Equipment for the Permitted Purpose until expiry of this Easement under clause 1.3; and
  - (ii) do anything reasonably necessary for that purpose including:
    - (A) entering the Easement Site; and
    - (B) taking anything on to the Easement Site.
- (b) In exercising its rights under this Easement, the Authority Benefited must:
  - (i) prior to any encroachment on the Easement Site, provide the Owner of the Lot Burdened with the details of the type of crane, extent of encroachment, frequency of encroachment and estimated duration of the encroachment;
  - (ii) ensure that the crane is maintained in good repair and safe condition;
  - (iii) make good any damage to the Easement Site, Lot Burdened and Building to the extent caused by the Authority Benefited;
  - (iv) 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;
  - (v) 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
  - (vi) comply with all relevant laws relating to the exercise of those rights.
- (c) Any Existing Building Structures and services on or in the Easement Site must not be removed or damaged by the Authority Benefited or its Authorised Users and must be protected by the Authority Benefited and its Authorised Users from damage caused by the exercise of any rights pursuant to the Easement.

**1.3 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, the Authority Benefited must notify the Owner of the Lot Burdened in writing.
- (b) This Easement will expire on the earlier to occur of:
  - (i) 31 December 2019; and
  - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under paragraph (a).
- (c) If this Easement has expired under paragraph (b), the Owner of the Lot Burdened and the Authority Benefited 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 and Property Information NSW.

**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 Transport for NSW (ABN 18 804 239 602), a New South Wales Government agency constituted by section 3C 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 this Easement, excluding the section entitled "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 described in Schedule 1 of the Acquisition Notice.

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

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

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

**Lot Burdened** means the Lot set out 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.

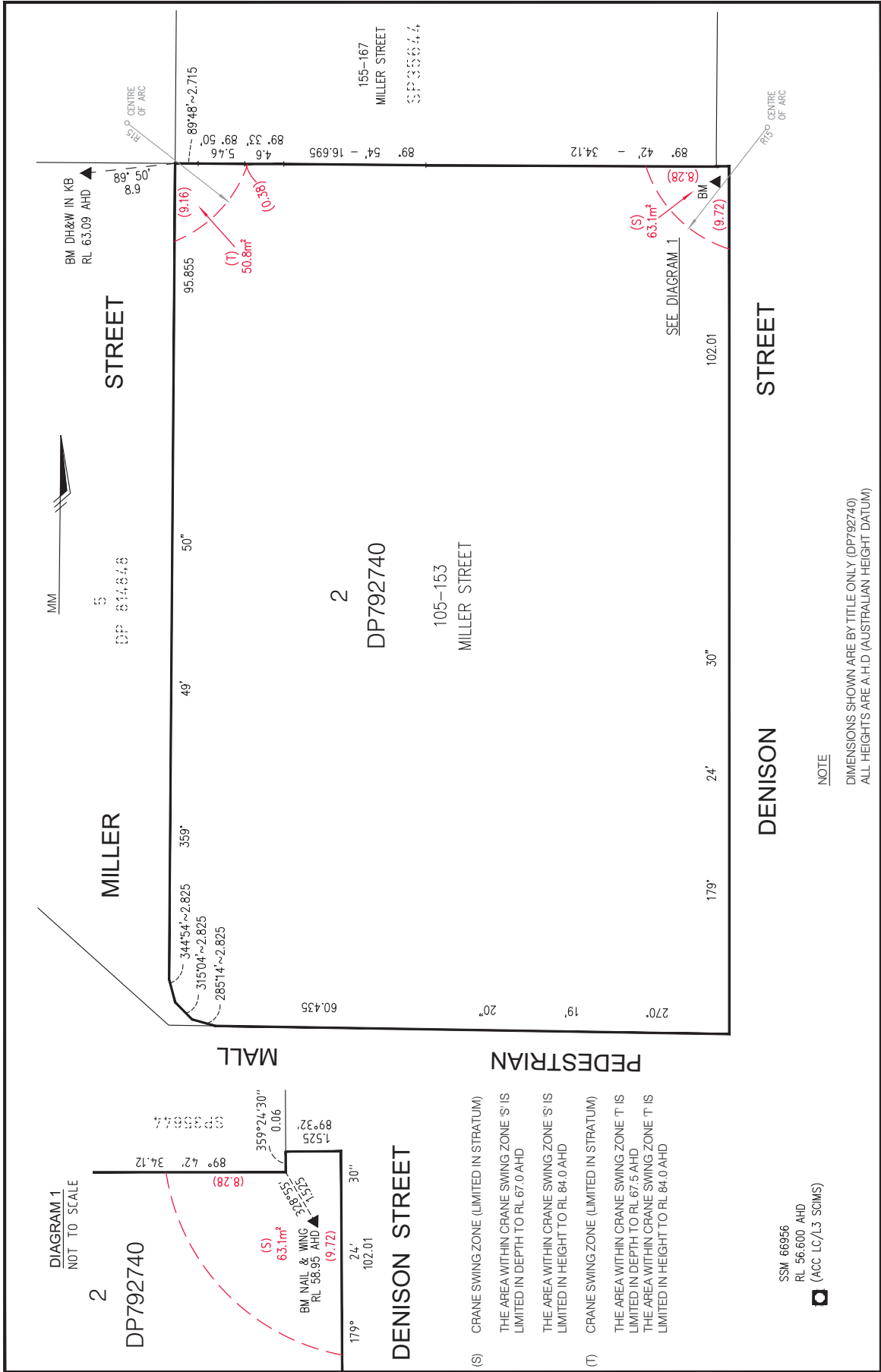
**Owners Corporation** means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW) or community association constituted under the *Community Land Development Act 1989* (NSW) and any similar body corporate serving the same functions and purposes as an owners corporation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

**Permitted Purpose** means:

- (i) setting up, dismantling and removing a crane;
- (ii) slewing, suspending and swinging a crane and otherwise operating a crane; and
- (iii) having a crane overhang in the Easement Site.

**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.

**SCHEDULE 3**



**NOTE**  
DIMENSIONS SHOWN ARE BY TITLE ONLY (DP792740)  
ALL HEIGHTS ARE A.H.D (AUSTRALIAN HEIGHT DATUM)

|  |  |                                   |                                      |
|--|--|-----------------------------------|--------------------------------------|
| <b>CLIENT:</b> city & southwest  | <b>DATE OF PLAN:</b> 2018/02/28  | <b>DATE OF SURVEY:</b> 2018/02/28 | <b>SCALE:</b> 1:400                  |
| <b>PROJECT:</b> NWRLSRT-RPS-SVC-SR-DWG-000031 Rev B.dwg                  | <b>DESIGNED:</b> [Signature]   | <b>APPROVED:</b> [Signature]      | <b>SCALE BAR:</b> 0 4 8 16 24 Metres |
| <b>PROJECT NO:</b> PR124856  | <b>DATE OF PLAN:</b> 2018/02/28  | <b>DATE OF SURVEY:</b> 2018/02/28 | <b>CROSS SECTIONS:</b> 1: N/A 2: N/A |
| <b>PROJECT NAME:</b> LOT 2 DP792740, 105-153 Miller Street, North Sydney | <b>PROJECT NO:</b> PR124856  | <b>DATE OF PLAN:</b> 2018/02/28   | <b>CROSS SECTIONS:</b> 1: N/A 2: N/A |
| <b>PROJECT NO:</b> PR124856  | <b>PROJECT NAME:</b> LOT 2 DP792740, 105-153 Miller Street, North Sydney | <b>DATE OF PLAN:</b> 2018/02/28   | <b>CROSS SECTIONS:</b> 1: N/A 2: N/A |

**PLAN SHOWING CRANE SWING ZONES AFFECTING PART OF LOT 2 DP792740, 105-153 MILLER STREET, NORTH SYDNEY**

**THIS IS A COLOURED PLAN. REPRODUCTION IN COLOUR ONLY.**

**RPS AUSTRALIA EAST PTY LTD (ABN 44 140 292 769)**

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(Transport for NSW Document Number: SM18/0000025)



**TRANSPORT ADMINISTRATION ACT 1988**

**LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991**

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

Transport for NSW by its delegate declares, with the approval of His Excellency the Governor, that the easement 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 clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

IVAN GLAVINIC  
Deputy Program Director – 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 Common Property in Strata Plan 62905 shown marked "X" in Sheet 1 of Drawing No. NWRLSRT-RPS-SPS-SR-DWG-000021, a copy of which is set out in Schedule 3.

## SCHEDULE 2

### Terms of easement for rock anchors

#### 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 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, 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 July 2022; 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):
  - (i) the Owner of the Lot Burdened and the Authority Benefited 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 and Property Information NSW; and
  - (ii) 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 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 Transport for NSW (ABN 18 804 239 602), a New South Wales Government agency constituted by section 3C 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 this Easement, excluding the section entitled "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.

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

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

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

**Lot Burdened** means the Lot set out 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.

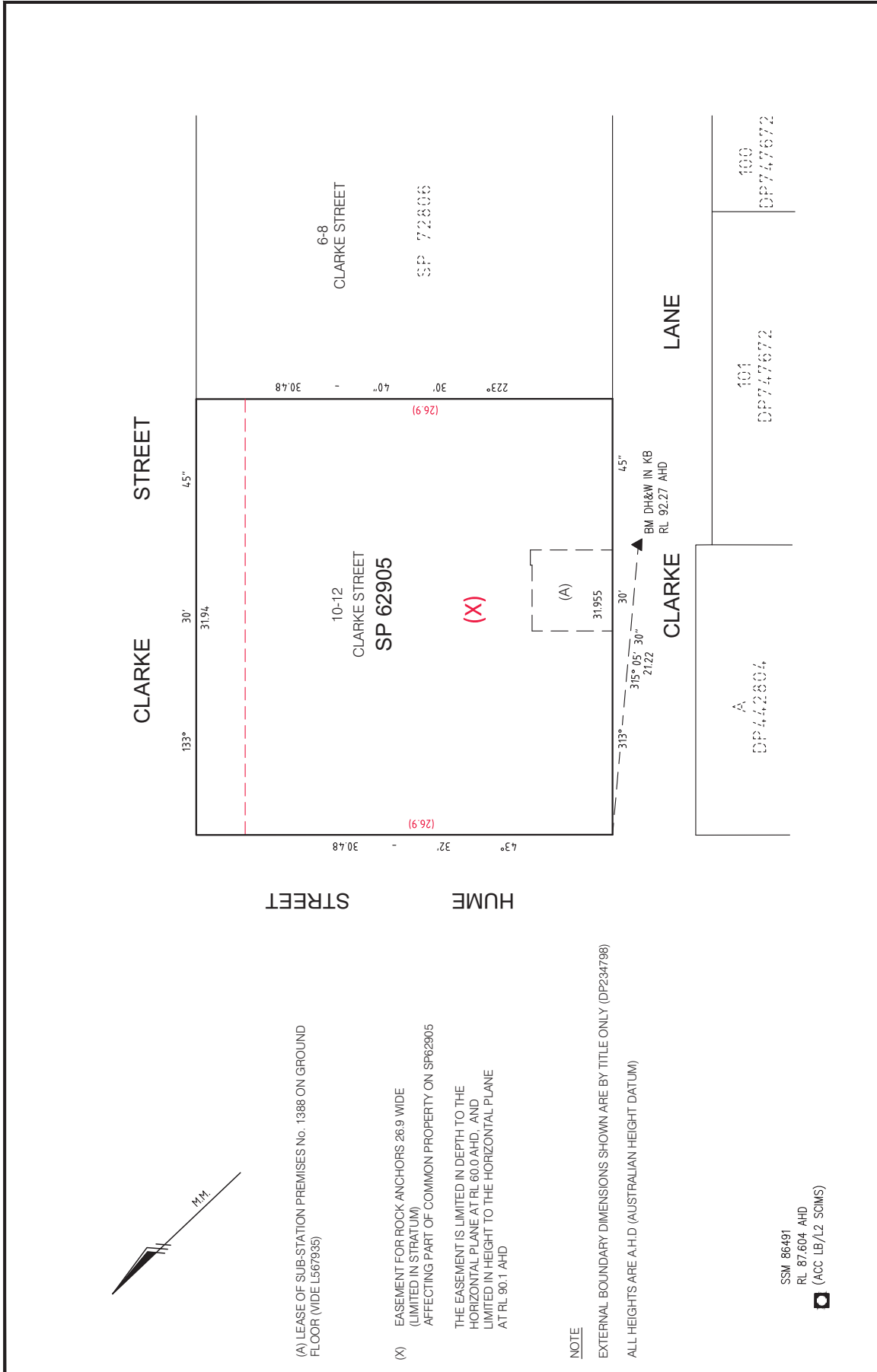
**Permitted Purpose** means installing Rock Anchors within the Easement Site and all works and activities associated with such installation, including replacement or removal of the Rock Anchors.

**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.

**Rock Anchors** means ground anchors, rock anchors, rock bolts, rock pinning, soil nails, rock dowels and other structures or equipment for the purpose of temporarily

supporting or temporarily protecting the works on land owned by the Authority Benefited or temporarily underpinning and supporting improvements erected on the Lot Burdened.

**SCHEDULE 3**



- (A) LEASE OF SUB-STATION PREMISES No. 13888 ON GROUND FLOOR (WIDE L567935)
- (X) EASEMENT FOR ROCK ANCHORS 26.9 WIDE (LIMITED IN STRATUM) AFFECTING PART OF COMMON PROPERTY ON SP62905
- THE EASEMENT IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 60.0 AHD, AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL 90.1 AHD

**NOTE**

EXTERNAL BOUNDARY DIMENSIONS SHOWN ARE BY TITLE ONLY (DP234798)

ALL HEIGHTS ARE A.H.D (AUSTRALIAN HEIGHT DATUM)

SSM 86491  
 RL 87.604 AHD  
 (ACC LB/L2 SCMS)

| <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>REVISION</th> </tr> <tr> <td>C</td> <td>20/02/2018</td> <td>BENJAMIN/AR/ETI</td> <td>ISSUE FOR TENDERS</td> </tr> <tr> <td>B</td> <td>19/10/2017</td> <td>ROCK ANCHORS (A2/D2-3) (E1)</td> <td>ISSUE FOR TENDERS</td> </tr> <tr> <td>A</td> <td>18/09/2017</td> <td>FINAL VERSION</td> <td>ISSUE FOR TENDERS</td> </tr> </table> | NO.   | DATE                        | BY                | REVISION | C | 20/02/2018 | BENJAMIN/AR/ETI | ISSUE FOR TENDERS | B | 19/10/2017 | ROCK ANCHORS (A2/D2-3) (E1) | ISSUE FOR TENDERS | A | 18/09/2017 | FINAL VERSION | ISSUE FOR TENDERS | <table border="1"> <tr> <td>SCALE</td> <td>1:250</td> </tr> <tr> <td>QUANTITY</td> <td>AHD</td> </tr> <tr> <td>CROSS SECTIONS</td> <td>V. N/A H. N/A</td> </tr> </table> | SCALE | 1:250 | QUANTITY | AHD | CROSS SECTIONS | V. N/A H. N/A | <table border="1"> <tr> <td>CLIENT</td> <td>city&amp;southwest</td> </tr> <tr> <td>SURVEY</td> <td>DATE OF SURVEY</td> </tr> <tr> <td>DRAWN</td> <td>DATE OF PLAN</td> </tr> <tr> <td>DESIGNED</td> <td>DATE OF DRAWING</td> </tr> <tr> <td>APPROVED</td> <td>DATE OF APPROVAL</td> </tr> </table> | CLIENT | city&southwest | SURVEY | DATE OF SURVEY | DRAWN | DATE OF PLAN | DESIGNED | DATE OF DRAWING | APPROVED | DATE OF APPROVAL | <table border="1"> <tr> <td>PROJECT NO.</td> <td>PR124856</td> </tr> <tr> <td>TITLE</td> <td>Plan Showing Easement for Rock Anchors affecting part of Common Property of SP 62905, 10-12 Clarke Street, Crows Nest</td> </tr> <tr> <td>PROJECT NO.</td> <td>INWRLSRT-RPS-SPS-SR-DWG-000021.dwg</td> </tr> <tr> <td>DATE</td> <td>20/02/2018 9:04 AM</td> </tr> </table> | PROJECT NO. | PR124856 | TITLE | Plan Showing Easement for Rock Anchors affecting part of Common Property of SP 62905, 10-12 Clarke Street, Crows Nest | PROJECT NO. | INWRLSRT-RPS-SPS-SR-DWG-000021.dwg | DATE | 20/02/2018 9:04 AM |
|---|---|-----------------------------|-------------------|----------|---|------------|-----------------|-------------------|---|------------|-----------------------------|-------------------|---|------------|---------------|-------------------|--|-------|-------|----------|-----|----------------|---------------|--|--------|----------------|--------|----------------|-------|--------------|----------|-----------------|----------|------------------|---|-------------|----------|-------|---|-------------|------------------------------------|------|--------------------|
| NO.   | DATE  | BY                          | REVISION          |          |   |            |                 |                   |   |            |                             |                   |   |            |               |                   |  |       |       |          |     |                |               |  |        |                |        |                |       |              |          |                 |          |                  |   |             |          |       |   |             |                                    |      |                    |
| C   | 20/02/2018  | BENJAMIN/AR/ETI             | ISSUE FOR TENDERS |          |   |            |                 |                   |   |            |                             |                   |   |            |               |                   |  |       |       |          |     |                |               |  |        |                |        |                |       |              |          |                 |          |                  |   |             |          |       |   |             |                                    |      |                    |
| B   | 19/10/2017  | ROCK ANCHORS (A2/D2-3) (E1) | ISSUE FOR TENDERS |          |   |            |                 |                   |   |            |                             |                   |   |            |               |                   |  |       |       |          |     |                |               |  |        |                |        |                |       |              |          |                 |          |                  |   |             |          |       |   |             |                                    |      |                    |
| A   | 18/09/2017  | FINAL VERSION               | ISSUE FOR TENDERS |          |   |            |                 |                   |   |            |                             |                   |   |            |               |                   |  |       |       |          |     |                |               |  |        |                |        |                |       |              |          |                 |          |                  |   |             |          |       |   |             |                                    |      |                    |
| SCALE   | 1:250   |                             |                   |          |   |            |                 |                   |   |            |                             |                   |   |            |               |                   |  |       |       |          |     |                |               |  |        |                |        |                |       |              |          |                 |          |                  |   |             |          |       |   |             |                                    |      |                    |
| QUANTITY  | AHD   |                             |                   |          |   |            |                 |                   |   |            |                             |                   |   |            |               |                   |  |       |       |          |     |                |               |  |        |                |        |                |       |              |          |                 |          |                  |   |             |          |       |   |             |                                    |      |                    |
| CROSS SECTIONS  | V. N/A H. N/A   |                             |                   |          |   |            |                 |                   |   |            |                             |                   |   |            |               |                   |  |       |       |          |     |                |               |  |        |                |        |                |       |              |          |                 |          |                  |   |             |          |       |   |             |                                    |      |                    |
| CLIENT  | city&southwest  |                             |                   |          |   |            |                 |                   |   |            |                             |                   |   |            |               |                   |  |       |       |          |     |                |               |  |        |                |        |                |       |              |          |                 |          |                  |   |             |          |       |   |             |                                    |      |                    |
| SURVEY  | DATE OF SURVEY  |                             |                   |          |   |            |                 |                   |   |            |                             |                   |   |            |               |                   |  |       |       |          |     |                |               |  |        |                |        |                |       |              |          |                 |          |                  |   |             |          |       |   |             |                                    |      |                    |
| DRAWN   | DATE OF PLAN  |                             |                   |          |   |            |                 |                   |   |            |                             |                   |   |            |               |                   |  |       |       |          |     |                |               |  |        |                |        |                |       |              |          |                 |          |                  |   |             |          |       |   |             |                                    |      |                    |
| DESIGNED  | DATE OF DRAWING   |                             |                   |          |   |            |                 |                   |   |            |                             |                   |   |            |               |                   |  |       |       |          |     |                |               |  |        |                |        |                |       |              |          |                 |          |                  |   |             |          |       |   |             |                                    |      |                    |
| APPROVED  | DATE OF APPROVAL  |                             |                   |          |   |            |                 |                   |   |            |                             |                   |   |            |               |                   |  |       |       |          |     |                |               |  |        |                |        |                |       |              |          |                 |          |                  |   |             |          |       |   |             |                                    |      |                    |
| PROJECT NO.   | PR124856  |                             |                   |          |   |            |                 |                   |   |            |                             |                   |   |            |               |                   |  |       |       |          |     |                |               |  |        |                |        |                |       |              |          |                 |          |                  |   |             |          |       |   |             |                                    |      |                    |
| TITLE   | Plan Showing Easement for Rock Anchors affecting part of Common Property of SP 62905, 10-12 Clarke Street, Crows Nest |                             |                   |          |   |            |                 |                   |   |            |                             |                   |   |            |               |                   |  |       |       |          |     |                |               |  |        |                |        |                |       |              |          |                 |          |                  |   |             |          |       |   |             |                                    |      |                    |
| PROJECT NO.   | INWRLSRT-RPS-SPS-SR-DWG-000021.dwg  |                             |                   |          |   |            |                 |                   |   |            |                             |                   |   |            |               |                   |  |       |       |          |     |                |               |  |        |                |        |                |       |              |          |                 |          |                  |   |             |          |       |   |             |                                    |      |                    |
| DATE  | 20/02/2018 9:04 AM  |                             |                   |          |   |            |                 |                   |   |            |                             |                   |   |            |               |                   |  |       |       |          |     |                |               |  |        |                |        |                |       |              |          |                 |          |                  |   |             |          |       |   |             |                                    |      |                    |

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 100-110-12 Clarke Street, Crows Nest, NSW 1585  
 P:\PR124856 - SRT161\_Adjoining Owners\id\_LAC\04\6-8-10-12-20-26-26 Clarke Street Rock Anchor and Crane\10-12 Clarke Street\WRLSRT-RPS-S-DR-SR-DWG-000021-C-10-12-Clarke St.dwg 20/02/2018 9:04 AM

(Transport for NSW Document Number: SM18/0000025)



**TRANSPORT ADMINISTRATION ACT 1988**

**LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991**

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

Transport for NSW by its delegate declares, with the approval of His Excellency the Governor, that the easement 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 clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

IVAN GLAVINIC  
Deputy Program Director – 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 Common Property in Strata Plan 80874 shown marked "W" in Sheet 1 of Drawing No. NWRLSRT-RPS-SPS-SR-DWG-000023, a copy of which is set out in Schedule 3, **but excluding from the acquisition:**

- DP1104783 – Public right of access 1.22 metres wide limited in depth affecting the part of the land shown so burdened in Strata Plan 80874.
- DP1104783 – Easement for services 1.22 metres wide limited in depth affecting the part of the land shown so burdened in Strata Plan 80874.

## SCHEDULE 2

### Terms of easement for rock anchors

#### 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 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, 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 July 2022; 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):
  - (i) the Owner of the Lot Burdened and the Authority Benefited 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 and Property Information NSW; and
  - (ii) 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 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 Transport for NSW (ABN 18 804 239 602), a New South Wales Government agency constituted by section 3C 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 this Easement, excluding the section entitled "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.

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

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

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

**Lot Burdened** means the Lot set out 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.

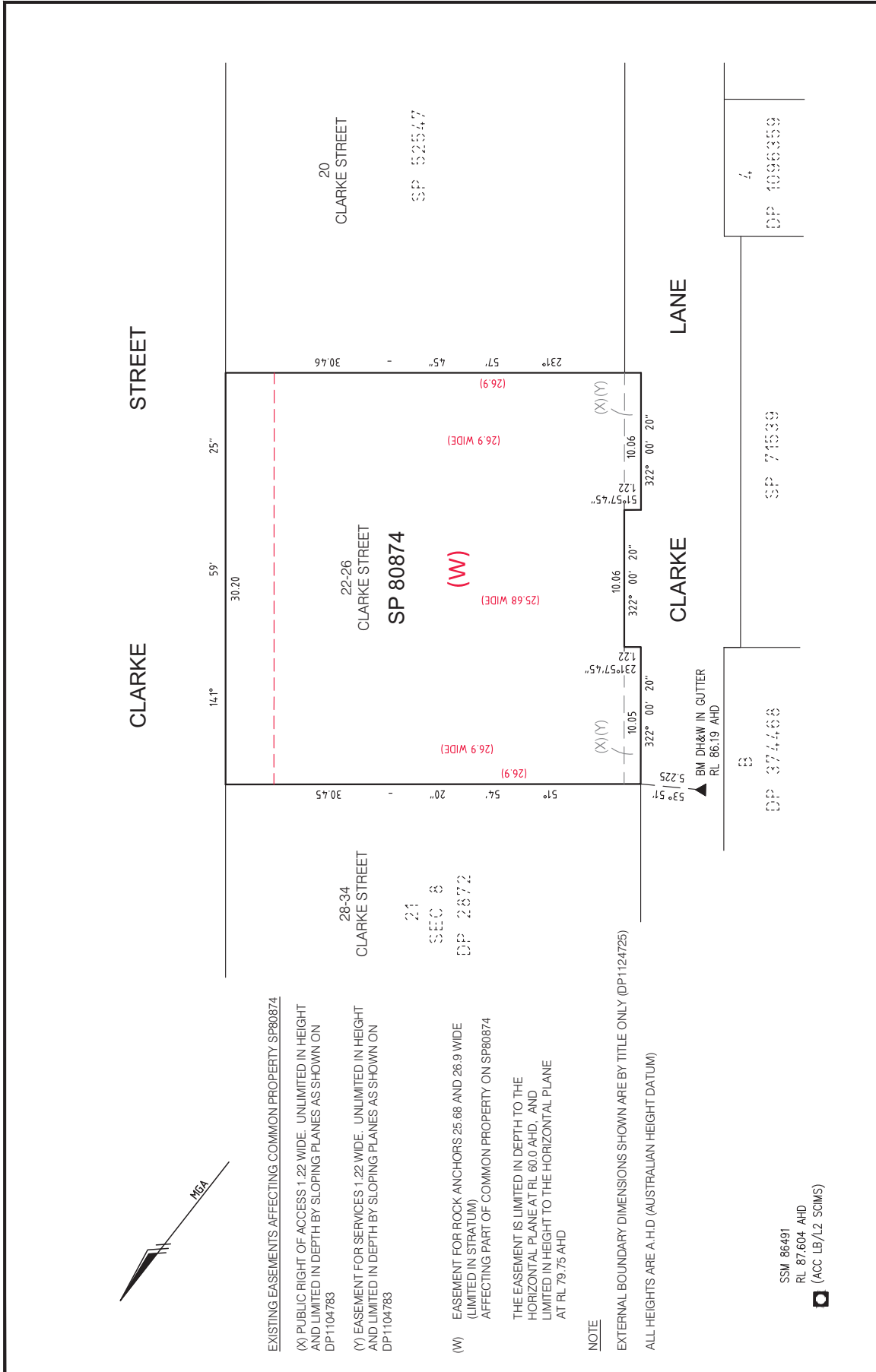
**Permitted Purpose** means installing Rock Anchors within the Easement Site and all works and activities associated with such installation, including replacement or removal of the Rock Anchors.

**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.

**Rock Anchors** means ground anchors, rock anchors, rock bolts, rock pinning, soil nails, rock dowels and other structures or equipment for the purpose of temporarily

supporting or temporarily protecting the works on land owned by the Authority Benefited or temporarily underpinning and supporting improvements erected on the Lot Burdened.

**SCHEDULE 3**



EXISTING EASEMENTS AFFECTING COMMON PROPERTY SP80874

(X) PUBLIC RIGHT OF ACCESS 1.22 WIDE. UNLIMITED IN HEIGHT AND LIMITED IN DEPTH BY SLOPING PLANES AS SHOWN ON DP1104783

(Y) EASEMENT FOR SERVICES 1.22 WIDE. UNLIMITED IN HEIGHT AND LIMITED IN DEPTH BY SLOPING PLANES AS SHOWN ON DP1104783

(W) EASEMENT FOR ROCK ANCHORS 25.68 AND 26.9 WIDE (LIMITED IN STRATUM) AFFECTING PART OF COMMON PROPERTY ON SP80874

THE EASEMENT IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 60.0 AHD, AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL 79.75 AHD

NOTE

EXTERNAL BOUNDARY DIMENSIONS SHOWN ARE BY TITLE ONLY (DP1124725)

ALL HEIGHTS ARE A.H.D. (AUSTRALIAN HEIGHT DATUM)

SSM 86491  
RL 87.604 AHD  
(ACC LB/L2 SCMS)

|                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |
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| C                        | 19 10 2017               | 18 10 2017               | 18 10 2017               | 18 10 2017               | 18 10 2017               | 18 10 2017               | 18 10 2017               | 18 10 2017               | 18 10 2017               | 18 10 2017               | 18 10 2017               |
| DATE                     | DATE                     | DATE                     | DATE                     | DATE                     | DATE                     | DATE                     | DATE                     | DATE                     | DATE                     | DATE                     | DATE                     |
| DR                       | DR                       | DR                       | DR                       | DR                       | DR                       | DR                       | DR                       | DR                       | DR                       | DR                       | DR                       |
| 18 10 2017               | 18 10 2017               | 18 10 2017               | 18 10 2017               | 18 10 2017               | 18 10 2017               | 18 10 2017               | 18 10 2017               | 18 10 2017               | 18 10 2017               | 18 10 2017               | 18 10 2017               |
| 18 10 2017               | 18 10 2017               | 18 10 2017               | 18 10 2017               | 18 10 2017               | 18 10 2017               | 18 10 2017               | 18 10 2017               | 18 10 2017               | 18 10 2017               | 18 10 2017               | 18 10 2017               |

PLAN SHOWING EASEMENT FOR ROCK ANCHORS AFFECTING PART OF COMMON PROPERTY OF SP 80874, 22-26 CLARKE STREET, CROWS NEST  
 TITLE: NWLRSRT-RPS-SPS-SR-DWG-000203.dwg  
 CLIENT: MTRIA | city's southwest  
 PROJECT NO: NWLRSRT-RPS-SPS-SR-DWG-000203.dwg  
 SHEET 1 OF 2 SHEETS

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REPRODUCTION IN COLOUR ONLY.

creativity people  
making a difference

RPS

P:\P124856 - SR1101\_Adjoining Owners\14\_ACAD\4 6-9 10-12-20 22-26 Clarke Street Rock Anchor and Crane\22-26 Clarke Street\NWLSRT-RPS-SR-DWG-000203-C22-26-Clarke St.dwg 20.02.2018 11:23 AM

(Transport for NSW Document Number: SM18/0000025)



**TRANSPORT ADMINISTRATION ACT 1988**

**LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991**

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

Transport for NSW by its delegate declares, with the approval of His Excellency the Governor, that the easement 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 clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

IVAN GLAVINIC  
Deputy Program Director – Sydney Metro

**SCHEDULE 1**

An easement for safety structure on the terms set out in Schedule 2, and over part of that piece or parcel of land situated at Sydney, in the Local Government Area of Sydney, Parish of St Lawrence and County of Cumberland being that part of the Common Property in Strata Plan 74745 which forms part of the areas marked as Safety Structure Zone (A), Safety Structure Zone (B) and Safety Structure Zone (C), which comprise the areas marked as E6-1 to E6-4 inclusive, E5-1 to E5-4 inclusive, E4-1 to E4-4 inclusive, E3-1 to E3-4 inclusive and E2-1 to E2-4 inclusive, shown in Drawing No. NWRLSRT-RPS-SPS-SR-DWG-000041-D-137-139 Bathurst St, a copy of which is set out in Schedule 3.

## SCHEDULE 2

### Terms of easement for safety structure

#### 1. Easement for Safety Structure

##### 1.1 Easement summary

This Easement provides the Authority Benefited with a right to:

- (a) access to the Easement Site for the purpose of installing the Safety Structure; and
- (b) have the Safety Structure remain on the Easement Site at all times.

##### 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 and access the Easement Site at all times with or without Equipment for the Permitted Purpose and do anything reasonably necessary for that purpose including:
    - (A) entering the Lot Burdened to gain access to the Easement Site;
    - (B) taking anything on to the Lot Burdened; and
    - (C) removing, modifying or replacing any part of the Existing Building Structures or relocating any services; and
  - (ii) have the Safety Structure remain on the Easement Site.
- (b) In exercising its rights under this Easement, the Authority Benefited must:
  - (i) prior to installing the Safety Structure in the Easement Site, provide the Owner of the Lot Burdened with details of the Safety Structure, including the proposed design, location, size and type of Safety Structure;
  - (ii) make good any damage to the Easement Site, Lot Burdened and Building to the extent caused by the Authority Benefited;
  - (iii) 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;
  - (iv) 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
  - (v) comply with all relevant laws relating to the exercise of those rights.

- (c) The Owner of the Lot Burdened must not do or allow anything to be done to damage or interfere with the Safety Structure prior to the expiry of the Easement under clause 1.3.

**1.3 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, the Authority Benefited must notify the Owner of the Lot Burdened in writing.
- (b) This Easement will expire on the earlier to occur of:
  - (i) 30 June 2022; and
  - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under paragraph (a).
- (c) If this Easement has expired under paragraph (b), the Owner of the Lot Burdened and the Authority Benefited 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 and Property Information NSW.
- (d) The Authority Benefited will not be required to remove the Safety Structure on expiry of the Easement.

**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 Transport for NSW (ABN 18 804 239 602), a New South Wales Government agency constituted by section 3C 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 the Easement, excluding the section entitled "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 described in the Acquisition Notice.

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

**Existing Building Structures** means any improvements located within the land contained within Strata Plan 74745 at the commencement of the Easement.

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

**Lot Burdened** means the Lot set out in 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.

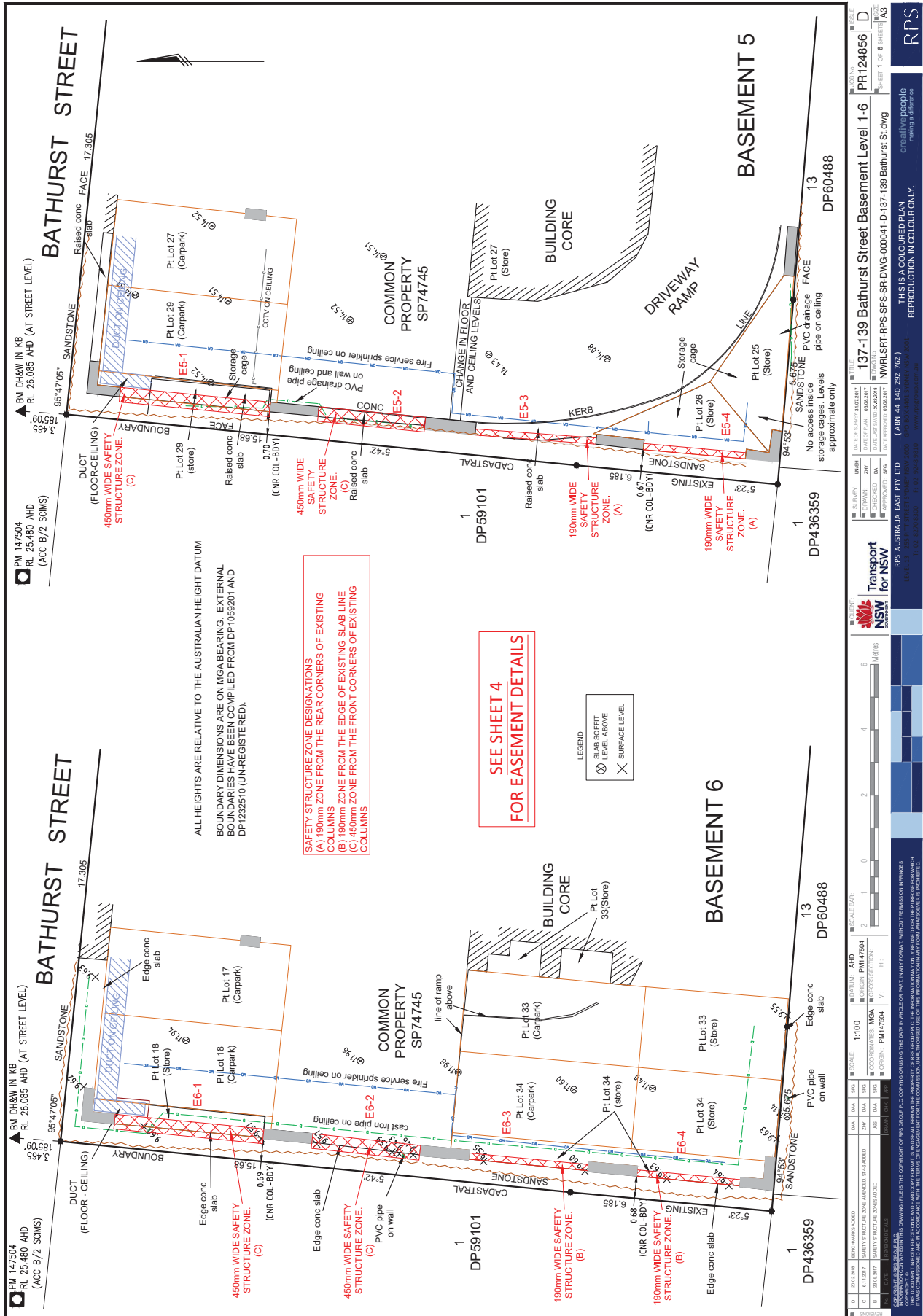
**Permitted Purpose** means installing, maintaining, modifying, replacing, dismantling and removing any Safety Structure.

**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.

**Safety Structure** means a safety and/or security barrier or wall, structural or non-structural blockwork or brick wall, reinforced brick wall, reinforced concrete wall, steel frame structure, barrier including organ barriers and crash barriers, timber hoarding, colour bond sheeting, railing, parapet, handrail, concrete plinth, structure for bracing, supporting or propping up fixtures and fittings including brackets and bracing or such structure for the purpose of:

- (a) preventing vehicular or pedestrian access into the land owned by the Authority Benefited;
- (b) protecting and ensuring the safety of the Existing Building Structures, the Occupiers and the Owners of the land contained in Strata Plan 74745, including the Lot Burdened; or
- (c) protecting and ensuring the safety of any improvements or works on land adjoining the land contained in Strata Plan 74745 including land owned by the Authority Benefited, and any occupant of such land.

**SCHEDULE 3**



PM 147504  
RL 25.480 AHD  
(ACC B/2 SOMS)

PM 147504  
RL 25.480 AHD  
(ACC B/2 SOMS)

BATHURST STREET  
SANDSTONE  
95°47'05"  
FACE 17.305

BATHURST STREET  
SANDSTONE  
95°47'05"  
FACE 17.305

BATHURST STREET  
SANDSTONE  
94°53'  
FACE 13  
DP60488

BATHURST STREET  
SANDSTONE  
94°53'  
FACE 13  
DP60488

SEE SHEET 4  
FOR EASEMENT DETAILS

SAFETY STRUCTURE ZONE DESIGNATIONS  
(A) 190mm ZONE FROM THE REAR CORNERS OF EXISTING COLUMNS  
(B) 190mm ZONE FROM THE EDGE OF EXISTING SLAB LINE  
(C) 450mm ZONE FROM THE FRONT CORNERS OF EXISTING COLUMNS

ALL HEIGHTS ARE RELATIVE TO THE AUSTRALIAN HEIGHT DATUM  
BOUNDARY DIMENSIONS ARE ON MGA BEARING. EXTERNAL  
BOUNDARIES HAVE BEEN COMPILED FROM DP1059201 AND  
DP1232510 (UNREGISTERED).

PROJECT INFORMATION

|                  |  |
|------------------|--|
| PROJECT NO       | 137-139 Bathurst Street Basement Level 1-6 |
| DATE OF DRAWING  | 03/03/2017                                 |
| DRAWN BY         | RPS  |
| CHECKED BY       | RPS  |
| APPROVED BY      | RPS  |
| DATE OF APPROVAL | 03/03/2017                                 |

SCALE BAR: 0 2 4 6 METRES

LEGEND:  
⊗ SLAB SOFFIT LEVEL ABOVE SURFACE LEVEL  
⊗ SURFACE LEVEL

PROPERTY INFORMATION

|                  |   |
|------------------|---|
| OWNER            | RPS AUSTRALIA EAST PTY LTD (ABN 44 140 292 762) |
| PROJECT NO       | 137-139 Bathurst Street Basement Level 1-6      |
| DATE OF DRAWING  | 03/03/2017                                      |
| DRAWN BY         | RPS   |
| CHECKED BY       | RPS   |
| APPROVED BY      | RPS   |
| DATE OF APPROVAL | 03/03/2017                                      |

SCALE: 1:100

DATUM: AHD  
PROJECTION: PM 197504  
COORDINATES: MGA  
CONVERSION: PM 197504

PROPERTY INFORMATION

|                  |  |
|------------------|--|
| DRAWING NO       | 137-139 Bathurst Street Basement Level 1-6 |
| DATE OF DRAWING  | 03/03/2017                                 |
| DRAWN BY         | RPS  |
| CHECKED BY       | RPS  |
| APPROVED BY      | RPS  |
| DATE OF APPROVAL | 03/03/2017                                 |

PROPERTY INFORMATION

|                  |   |
|------------------|---|
| OWNER            | RPS AUSTRALIA EAST PTY LTD (ABN 44 140 292 762) |
| PROJECT NO       | 137-139 Bathurst Street Basement Level 1-6      |
| DATE OF DRAWING  | 03/03/2017                                      |
| DRAWN BY         | RPS   |
| CHECKED BY       | RPS   |
| APPROVED BY      | RPS   |
| DATE OF APPROVAL | 03/03/2017                                      |

RPS AUSTRALIA EAST PTY LTD (ABN 44 140 292 762)

THIS IS A COLOURED PLAN. REPRODUCTION IN COLOUR ONLY.

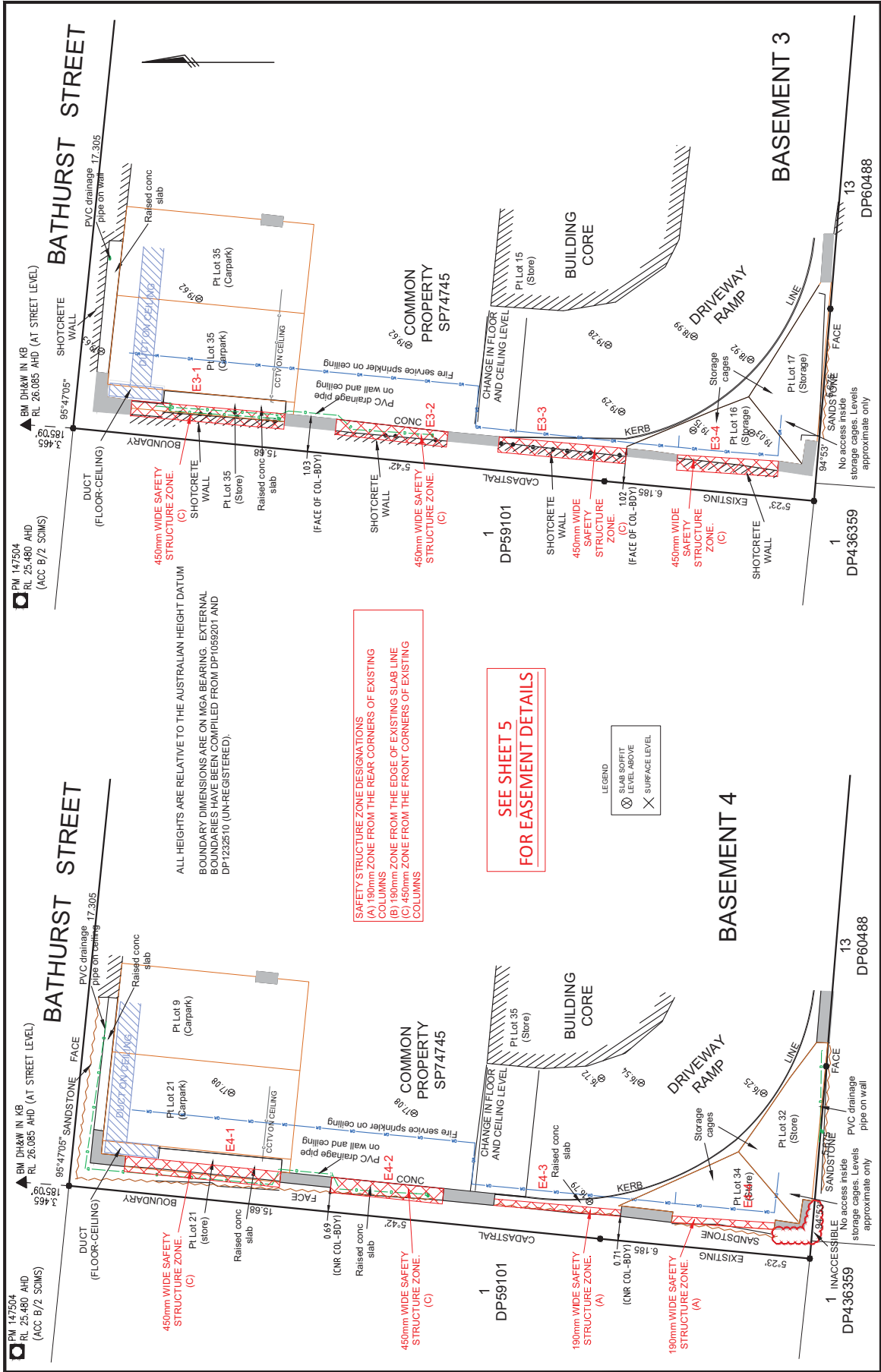
DATE OF APPROVAL: 03/03/2017

DRAWN BY: RPS

CHECKED BY: RPS

APPROVED BY: RPS

DATE OF APPROVAL: 03/03/2017



**SAFETY STRUCTURE ZONE DESIGNATIONS**  
 (A) 190mm ZONE FROM THE REAR CORNERS OF EXISTING COLUMNS  
 (B) 190mm ZONE FROM THE EDGE OF EXISTING SLAB LINE  
 (C) 450mm ZONE FROM THE FRONT CORNERS OF EXISTING COLUMNS

**SEE SHEET 5 FOR EASEMENT DETAILS**

**LEGEND**  
 ○ SLAB SOFFIT LEVEL ABOVE  
 × SURFACE LEVEL

**Transport for NSW**  
 NSW GOVERNMENT  
 NSW ROAD DESIGN  
 NSW ROAD DESIGN

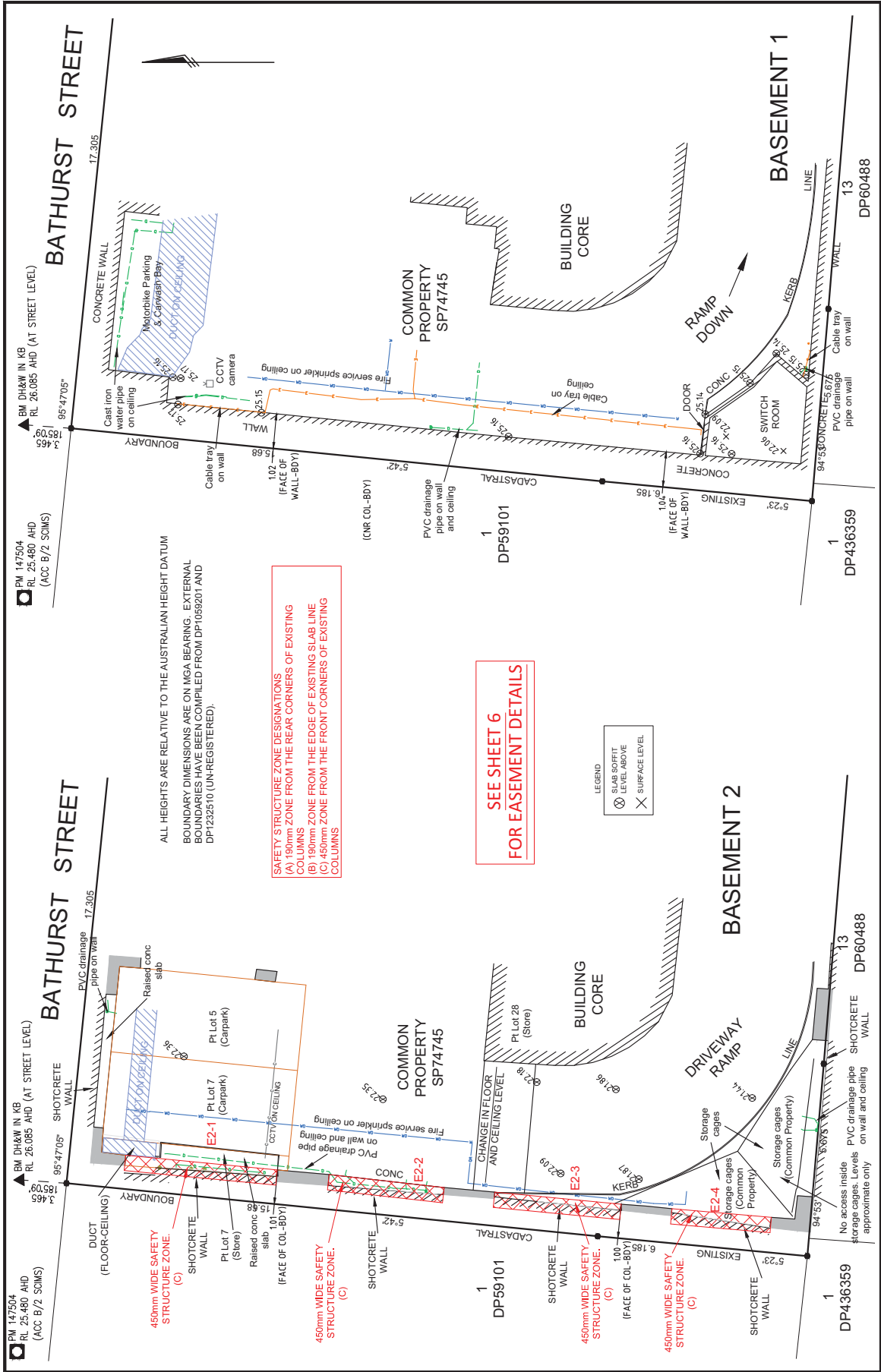
**137-139 Bathurst Street Basement Level 1-6**  
 PROJECT NO: 137-139 Bathurst Street Basement Level 1-6  
 DRAWING NO: PPR124856  
 SHEET 2 OF 6 SHEETS  
 DATE: 24/02/2018  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]

**RPS AUSTRALIA EAST PTY LTD**  
 (ABN 44 140 292 762)  
 RPS AUSTRALIA EAST PTY LTD  
 137-139 Bathurst Street  
 NSW 2000  
 RPS AUSTRALIA EAST PTY LTD  
 137-139 Bathurst Street  
 NSW 2000

**Scale:** 1:100  
**Date:** 24/02/2018  
**Author:** [Name]  
**Checked:** [Name]  
**Approved:** [Name]

**Notes:**  
 1. THIS IS A COLOURED PLAN. REPRODUCTION IN COLOUR ONLY.  
 2. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE SPECIFIED.  
 3. THE INFORMATION ON THIS DRAWING IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT.  
 4. THE INFORMATION ON THIS DRAWING IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT.  
 5. THE INFORMATION ON THIS DRAWING IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT.





PM 147504  
 RL 25.480 AHD  
 (ACC B/2 SOMS)

BM D/H/W IN KB  
 RL 26.085 AHD (AT STREET LEVEL)  
 95°47'05"

DP59101  
 DP436359  
 DP60488

COMMON PROPERTY SP74745

BUILDING CORE  
 RAMP DOWN  
 SWITCH ROOM  
 DRIVEWAY RAMP

SAFETY STRUCTURE ZONE DESIGNATIONS  
 (A) 100mm ZONE FROM THE REAR CORNERS OF EXISTING COLUMNS  
 (B) 100mm ZONE FROM THE EDGE OF EXISTING SLAB LINE  
 (C) 450mm ZONE FROM THE FRONT CORNERS OF EXISTING COLUMNS

SEE SHEET 6 FOR EASEMENT DETAILS

ALL HEIGHTS ARE RELATIVE TO THE AUSTRALIAN HEIGHT DATUM  
 BOUNDARY DIMENSIONS ARE ON MGA BEARING. EXTERNAL BOUNDARIES HAVE BEEN COMPILED FROM DP1059201 AND DP1232510 (UN-REGISTERED).

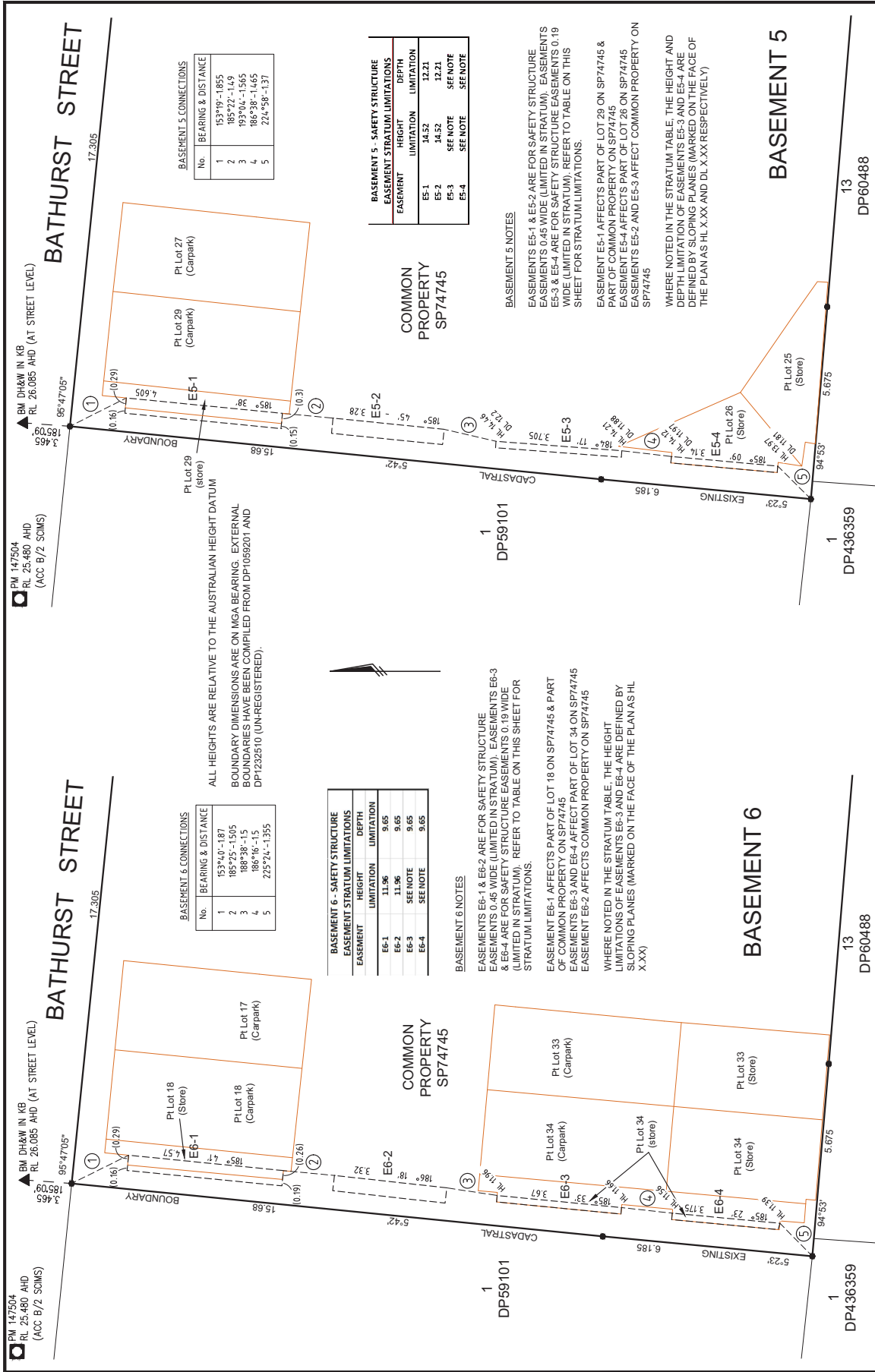
LEGEND  
 ○ SLAB SORT LEVEL ABOVE  
 × SURFACE LEVEL

SCALE: 1:100  
 QUANTITY AHD  
 BENCH MARK AHD  
 DATE OF SURVEY 14/07/2017  
 DATE OF PLAN 03/08/2017  
 CHECKED DA  
 APPROVED RPS

PROJECT NO: 137-139 Bathurst Street Basement Level 1-6  
 DRAWING NO: NW1701SR1-RPS-SPS-SR-DWG-0004+D-137-139 Bathurst St.dwg  
 SHEET 3 OF 6 SHEETS  
 RPS AUSTRALIA EAST PTY LTD (ABN 44 140 292 762)

THIS IS A COLOURED PLAN. REPRODUCTION IN COLOUR ONLY.

RPS AUSTRALIA EAST PTY LTD  
 20/02/2018 3:54 PM



**BASEMENT 5 CONNECTIONS**

| No. | BEARING & DISTANCE |
|-----|--------------------|
| 1   | 153°09' - 1855     |
| 2   | 185°22' - 1449     |
| 3   | 186°16' - 1355     |
| 4   | 186°28' - 1455     |
| 5   | 224°58' - 1371     |

**BASEMENT 5 - SAFETY STRUCTURE EASEMENT STRUTUM LIMITATIONS**

| EASEMENT | HEIGHT LIMITATION | DEPTH LIMITATION | SEE NOTE |
|----------|-------------------|------------------|----------|
| E5-1     | 14.52             | 12.21            | SEE NOTE |
| E5-2     | 14.52             | 12.21            | SEE NOTE |
| E5-3     |                   |                  | SEE NOTE |
| E5-4     |                   |                  | SEE NOTE |

**BASEMENT 5 NOTES**  
 EASEMENTS E5-1 & E5-2 ARE FOR SAFETY STRUCTURE EASEMENTS 0.45 WIDE (LIMITED IN STRUTUM). EASEMENTS E5-3 & E5-4 ARE FOR SAFETY STRUCTURE EASEMENTS 0.19 WIDE (LIMITED IN STRUTUM). REFER TO TABLE ON THIS SHEET FOR STRUTUM LIMITATIONS.  
 EASEMENT E5-1 AFFECTS PART OF LOT 29 ON SP74745 & PART OF COMMON PROPERTY ON SP74745  
 EASEMENT E5-4 AFFECTS PART OF LOT 26 ON SP74745  
 EASEMENTS E5-2 AND E5-3 AFFECT COMMON PROPERTY ON SP74745  
 WHERE NOTED IN THE STRUTUM TABLE, THE HEIGHT AND DEPTH LIMITATION OF EASEMENTS E5-3 AND E5-4 ARE DEFINED BY SLOPING PLANES (MARKED ON THE FACE OF THE PLAN AS HL X.XX AND DL X.XX RESPECTIVELY)

**BASEMENT 6 CONNECTIONS**

| No. | BEARING & DISTANCE |
|-----|--------------------|
| 1   | 153°40' - 187      |
| 2   | 185°25' - 1505     |
| 3   | 186°28' - 115      |
| 4   | 186°16' - 115      |
| 5   | 225°24' - 1355     |

**BASEMENT 6 - SAFETY STRUCTURE EASEMENT STRUTUM LIMITATIONS**

| EASEMENT | HEIGHT LIMITATION | DEPTH LIMITATION | SEE NOTE |
|----------|-------------------|------------------|----------|
| E6-1     | 11.96             | 9.65             |          |
| E6-2     | 11.96             | 9.65             |          |
| E6-3     |                   |                  | SEE NOTE |
| E6-4     |                   |                  | SEE NOTE |

**BASEMENT 6 NOTES**  
 EASEMENTS E6-1 & E6-2 ARE FOR SAFETY STRUCTURE EASEMENTS 0.45 WIDE (LIMITED IN STRUTUM). EASEMENTS E6-3 & E6-4 ARE FOR SAFETY STRUCTURE EASEMENTS 0.19 WIDE (LIMITED IN STRUTUM). REFER TO TABLE ON THIS SHEET FOR STRUTUM LIMITATIONS.  
 EASEMENT E6-1 AFFECTS PART OF LOT 18 ON SP74745 & PART OF COMMON PROPERTY ON SP74745  
 EASEMENTS E6-3 AND E6-4 AFFECT PART OF LOT 34 ON SP74745  
 EASEMENT E6-2 AFFECTS COMMON PROPERTY ON SP74745  
 WHERE NOTED IN THE STRUTUM TABLE, THE HEIGHT LIMITATIONS OF EASEMENTS E6-3 AND E6-4 ARE DEFINED BY SLOPING PLANES (MARKED ON THE FACE OF THE PLAN AS HL X.XX)

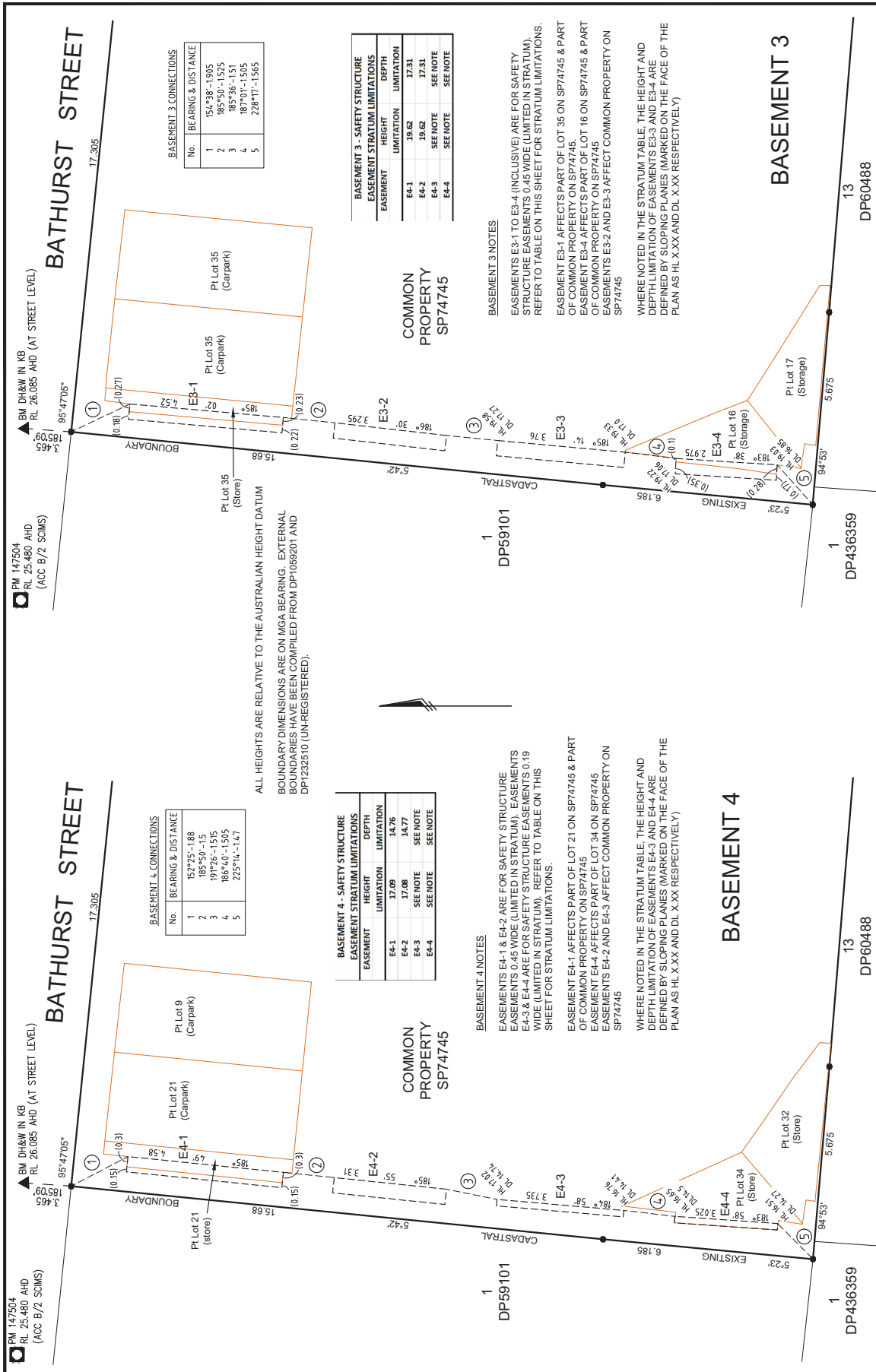
|                       |  |
|-----------------------|--|
| PROJECT NO:           | 137-139 Bathurst Street Basement Level 1-6 |
| DATE OF ISSUE:        | 03/08/2017                                 |
| DATE OF REVISION:     | 03/08/2017                                 |
| DATE OF APPROVAL:     | 03/08/2017                                 |
| DATE OF EXPIRY:       | 03/08/2017                                 |
| DATE OF CANCELLATION: | 03/08/2017                                 |
| DATE OF DELETION:     | 03/08/2017                                 |
| DATE OF ARCHIVE:      | 03/08/2017                                 |
| DATE OF PURCHASE:     | 03/08/2017                                 |
| DATE OF REVISION:     | 03/08/2017                                 |
| DATE OF APPROVAL:     | 03/08/2017                                 |
| DATE OF EXPIRY:       | 03/08/2017                                 |
| DATE OF CANCELLATION: | 03/08/2017                                 |
| DATE OF DELETION:     | 03/08/2017                                 |
| DATE OF ARCHIVE:      | 03/08/2017                                 |
| DATE OF PURCHASE:     | 03/08/2017                                 |

SURVEY:  SURVEYED  
 DRAWN:  DRAWN  
 CHECKED:  CHECKED  
 APPROVED:  APPROVED  
 ISSUED:  ISSUED  
 REVISION:  REVISION

PROJECT NO: 137-139 Bathurst Street Basement Level 1-6  
 DATE OF ISSUE: 03/08/2017  
 DATE OF REVISION: 03/08/2017  
 DATE OF APPROVAL: 03/08/2017  
 DATE OF EXPIRY: 03/08/2017  
 DATE OF CANCELLATION: 03/08/2017  
 DATE OF DELETION: 03/08/2017  
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PROJECT NO: 137-139 Bathurst Street Basement Level 1-6  
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 DATE OF CANCELLATION: 03/08/2017  
 DATE OF DELETION: 03/08/2017  
 DATE OF ARCHIVE: 03/08/2017  
 DATE OF PURCHASE: 03/08/2017



PM 147504  
RL 25.480 AHD  
(ACC B/2 SOMS)

BM D/H&W IN KB  
RL 26.085 AHD (AT STREET LEVEL)

PM 147504  
RL 25.480 AHD  
(ACC B/2 SOMS)

BM D/H&W IN KB  
RL 26.085 AHD (AT STREET LEVEL)

**BASEMENT 3 - CONNECTIONS**

| No. | BEARING & DISTANCE |
|-----|--------------------|
| 1   | 151°38'-1905       |
| 2   | 185°50'-1525       |
| 3   | 185°36'-151        |
| 4   | 187°01'-1505       |
| 5   | 228°17'-1505       |

**BASEMENT 4 - CONNECTIONS**

| No. | BEARING & DISTANCE |
|-----|--------------------|
| 1   | 152°25'-188        |
| 2   | 185°50'-15         |
| 3   | 191°26'-1515       |
| 4   | 186°40'-1505       |
| 5   | 225°14'-147        |

**BASEMENT 3 - SAFETY STRUCTURE EASEMENT STRATUM LIMITATIONS**

| EASEMENT | HEIGHT   | DEPTH    |
|----------|----------|----------|
| E3-1     | 19.62    | 17.31    |
| E3-2     | 19.62    | 17.31    |
| E3-3     | SEE NOTE | SEE NOTE |
| E3-4     | SEE NOTE | SEE NOTE |

**BASEMENT 4 - SAFETY STRUCTURE EASEMENT STRATUM LIMITATIONS**

| EASEMENT | HEIGHT   | DEPTH    |
|----------|----------|----------|
| E4-1     | 17.09    | 14.76    |
| E4-2     | 17.08    | 14.77    |
| E4-3     | SEE NOTE | SEE NOTE |
| E4-4     | SEE NOTE | SEE NOTE |

**BASEMENT 3 NOTES**

EASEMENTS E3-1 TO E3-4 (INCLUSIVE) ARE FOR SAFETY STRUCTURE EASEMENTS 0.45 WIDE (LIMITED IN STRATUM). REFER TO TABLE ON THIS SHEET FOR STRATUM LIMITATIONS.

EASEMENT E3-1 AFFECTS PART OF LOT 35 ON SP74745 & PART OF COMMON PROPERTY ON SP74745.

EASEMENT E3-4 AFFECTS PART OF LOT 16 ON SP74745 & PART OF COMMON PROPERTY ON SP74745.

EASEMENTS E3-2 AND E3-3 AFFECT COMMON PROPERTY ON SP74745.

WHERE NOTED IN THE STRATUM TABLE, THE HEIGHT AND DEPTH LIMITATION OF EASEMENTS E3-3 AND E3-4 ARE DEFINED BY SLOPING PLANES (MARKED ON THE FACE OF THE PLAN AS HL, XXX AND DL, XXX RESPECTIVELY).

**BASEMENT 4 NOTES**

EASEMENTS E4-1 & E4-2 ARE FOR SAFETY STRUCTURE EASEMENTS 0.45 WIDE (LIMITED IN STRATUM). EASEMENTS E4-3 & E4-4 ARE FOR SAFETY STRUCTURE EASEMENTS 0.19 WIDE (LIMITED IN STRATUM). REFER TO TABLE ON THIS SHEET FOR STRATUM LIMITATIONS.

EASEMENT E4-1 AFFECTS PART OF LOT 21 ON SP74745 & PART OF COMMON PROPERTY ON SP74745.

EASEMENT E4-4 AFFECTS PART OF LOT 34 ON SP74745.

EASEMENTS E4-2 AND E4-3 AFFECT COMMON PROPERTY ON SP74745.

WHERE NOTED IN THE STRATUM TABLE, THE HEIGHT AND DEPTH LIMITATION OF EASEMENTS E4-3 AND E4-4 ARE DEFINED BY SLOPING PLANES (MARKED ON THE FACE OF THE PLAN AS HL, XXX AND DL, XXX RESPECTIVELY).

**REFERENCE**

- D: 2012/2012 BENCH MARKS-AUSTRALIA
- E: 6/17/2017 SAFETY STRUCTURE ZONE MARKED E3-4 ADOPTED
- B: 2012/2017 SAFETY STRUCTURE ZONE MARKED
- DL: DATE
- DL: DATE
- DL: DATE
- DL: DATE
- DL: DATE

**SCALE**

SCALE: 1:100

DATE OF ISSUE: 13/02/2018

DATE OF PLAN: 03/03/2017

DATE OF LAST REVISION: 03/03/2017

DATE OF APPROVAL: 03/03/2017

DATE OF APPROVAL: 03/03/2017

**RESPONSIBILITY**

DESIGNED BY: [Name]

CHECKED BY: [Name]

APPROVED BY: [Name]

**PROJECT INFORMATION**

PROJECT NO: 137-139 Bathurst Street Basement Level 1-6

PROJECT NAME: 137-139 Bathurst Street Basement Level 1-6

PROJECT ADDRESS: 137-139 Bathurst Street

PROJECT CITY: SYDNEY

PROJECT STATE: NSW

PROJECT POSTAL CODE: 2002

PROJECT SHEET: 6 OF 6 SHEETS

PROJECT DRAWING NO: 137-139 Bathurst Street Basement Level 1-6

PROJECT DRAWING TITLE: 137-139 Bathurst Street Basement Level 1-6

PROJECT DRAWING DATE: 03/03/2017

PROJECT DRAWING REVISION: 03/03/2017

PROJECT DRAWING APPROVAL: 03/03/2017

PROJECT DRAWING CHECK: 03/03/2017

PROJECT DRAWING DESIGN: 03/03/2017

PROJECT DRAWING ISSUE: 03/03/2017

PROJECT DRAWING CANCEL: 03/03/2017

PROJECT DRAWING REVISION: 03/03/2017

PROJECT DRAWING APPROVAL: 03/03/2017

PROJECT DRAWING CHECK: 03/03/2017

PROJECT DRAWING DESIGN: 03/03/2017

PROJECT DRAWING ISSUE: 03/03/2017

PROJECT DRAWING CANCEL: 03/03/2017

**OWNER INFORMATION**

OWNER: RPS AUSTRALIA EAST PTY LTD (ABN 44 140 292 762)

OWNER ADDRESS: 137-139 Bathurst Street

OWNER CITY: SYDNEY

OWNER STATE: NSW

OWNER POSTAL CODE: 2002

OWNER PHONE: 02 9550 1300

OWNER FAX: 02 9550 1301

OWNER EMAIL: sales@rps.com.au

OWNER WEBSITE: www.rps.com.au

**REGISTRATION**

REGISTRATION NO: 137-139 Bathurst Street

REGISTRATION DATE: 13/02/2018

REGISTRATION STATE: NSW

REGISTRATION CITY: SYDNEY

REGISTRATION POSTAL CODE: 2002

REGISTRATION PHONE: 02 9550 1300

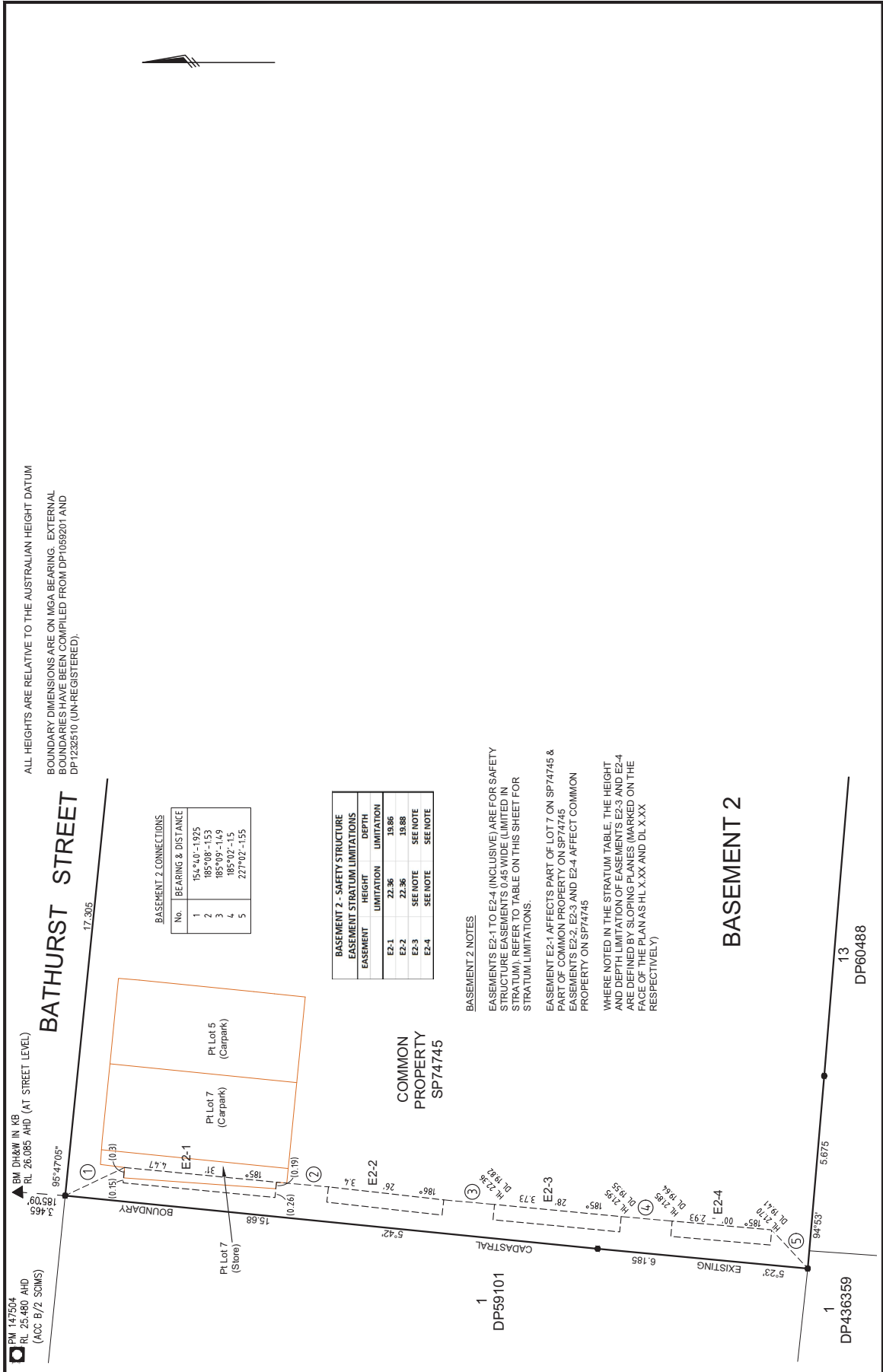
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REGISTRATION WEBSITE: www.rps.com.au

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PROJECT: 137-139 Bathurst Street Basement Level 1-6  
 TITLE: NWRLSRT-RPS-SPS-SR-DWG-0004+D-137-139 Bathurst St.dwg  
 DRAWN: [Name] DATE OF PLAN: 03/08/2017  
 CHECKED: [Name] DATE OF CHECK: 03/08/2017  
 APPROVED: [Name] DATE OF APPROVAL: 03/08/2017

SCALE: 1:100  
 DATUM: PM HFS04  
 ELEVATION: PM HFS04  
 COORDINATES: MGA  
 CONVERSION: PM HFS04

PRODUCTION INFORMATION: THIS IS A COLOURED PLAN. REPRODUCTION IN COLOUR ONLY.

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(Transport for NSW Document Number: SM18/0000025)