

DISTRICT COURT RULES 1973 - APPOINTMENT

In pursuance of Part 2 Rule 2 (1) of the District Court Rules 1973 I appoint the following vacation period:-

Summer vacation for 2020/2021 shall commence on 19 December 2020 and conclude on 31 January 2021.

Dated at Sydney this 31st day of July 2019.

Justice D Price AM
Chief Judge

(n2019-22 2)

DISTRICT COURT OF NEW SOUTH WALES

DIRECTION

PURSUANT to section 32 of the District Court Act 1973, I direct that the District Court shall sit in its civil jurisdiction at all Courts and at the times that I have directed the Court sit in its criminal jurisdiction during the financial year 2020-2021 and pursuant to section 173 of the District Court Act 1973, I direct that the District Court shall also sit in its criminal jurisdiction at all Courts and at the times that I have directed the Court sit in its civil jurisdiction during the financial year 2020-2021.

Dated this 31st day of July 2019.

Justice D Price AM
Chief Judge

(n2019-2283)

DISTRICT COURT OF NEW SOUTH WALES

DIRECTION

In pursuance of Section 32 (3) of the District Court Act 1973 I direct that for the financial year 2020-2021 all proceedings (other than proceedings before the Registrar) in the District Court of New South Wales in relation to which the proper place is a place specified in **Column 1** hereunder shall be continued by the Court sitting at the place specified opposite that place in **Column 2** hereunder:

Column 1	Column 2
Bourke	Dubbo
Braidwood	Queanbeyan
Casino	Lismore
Cessnock	Newcastle
Cobar	Dubbo
Condobolin	Orange
Cooma	Queanbeyan
Coonamble	Dubbo
Cootamundra	Wagga Wagga
Corowa	Albury
Cowra	Orange
Deniliquin	Albury
East Maitland	Newcastle
Forbes	Orange
Glen Innes	Armidale
Goulburn	Queanbeyan
Grafton	Coffs Harbour
Gundagai	Wagga Wagga
Gunnedah	Tamworth
Hay	Griffith
Inverell	Armidale
Kempsey	Port Macquarie
Leeton	Griffith
Lithgow	Bathurst
Liverpool	Sydney
Maitland	Newcastle
Moree	Tamworth
Moruya	Bega
Moss Vale	Queanbeyan
Mudgee	Dubbo
Murwillumbah	Lismore
Muswellbrook	Newcastle
Narrabri	Tamworth
Narrandera	Griffith
Nyngan	Dubbo
Parkes	Orange
Quirindi	Tamworth
Scone	Newcastle
Singleton	Newcastle
Tumut	Wagga Wagga
Walgett	Dubbo
Wellington	Dubbo
Wentworth	Broken Hill
Wyalong	Griffith
Yass	Queanbeyan
Young	Wagga Wagga

Dated at Sydney this 31st day of July 2019.

Justice D Price AM
Chief Judge

(n2019-2284)

DISTRICT COURT ACT 1973 - DIRECTION

In pursuance of Sections 32 and 173 of the District Court Act 1973 I direct the District Court to sit in its Civil and Criminal jurisdictions at the places and at the times as shown in the attached schedules;

Dated at Sydney this 31st day of July 2019.

Justice D Price AM
Chief Judge

VENUE	TIME	29/06/20	06/07/20	13/07/20	20/07/20	27/07/20	03/08/20	10/08/20	17/08/20	24/08/20	31/08/20	07/09/20	14/09/20	21/09/20	28/09/20	05/10/20	12/10/20	19/10/20	26/10/20	02/11/20	09/11/20	16/11/20	23/11/20	30/11/20	07/12/20	14/12/20
ALBURY	10:00AM					CR	CR	CR	CR					CR	CR	CR	CR	CR					CR	CR	CR	CR
ARMIDALE	10:00AM					CR	CR	CR	CR					CR	CR	CR	CR	CR					CR	CR	CR	CR
BATHURST	10:00AM					CR	CR	CR	CR					CR	CR	CR	CR	CR					CR	CR	CR	CR
BEGA	10:00AM											CR	CR													
BOURKE	10:00AM											CR	CR													
BROKEN HILL	10:00AM																									
CAMPBELLTOWN	10:00AM	CRx2	CRx2	CRx2	CRx2	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3
COFFS HARBOUR	10:00AM					CR	CR	CR	CR	CR	CR	CR+C	CR													
COONAMBLE	10:00AM																									
DUBBO	10:00AM					CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR
GOSFORD	10:00AM	CR	CR	CR	CR	CRx2	CRx2	CRx2	CRx2	CRx2	CRx2	CR+C	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR
GOULBURN	10:00AM					CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR
GRAFTON	10:00AM																									
GRIFFITH	10:00AM																									
LISMORE	10:00AM																									
MOREE	10:00AM																									
NEWCASTLE	10:00AM	CRx2	CRx2	CRx2	CRx2	CRx4	CRx4+C	CRx4+C	CRx4	CRx4	CRx4	CRx4+C	CRx4+C	CRx4+C	CRx4	CRx4	CRx4	CRx4	CRx4	CRx4	CRx4	CRx4	CRx4	CRx4	CRx4	CRx4
NOWRA	10:00AM																									
ORANGE	10:00AM																									
PARKES	10:00AM																									
PARRAMATTA	10:00AM	CRx4	CRx4	CRx4	CRx4	CRx8	CRx8	CRx8	CRx8	CRx8	CRx8	CRx7+C	CRx7+C	CRx8	CRx8	CRx8	CRx8	CRx8	CRx8	CRx8	CRx8	CRx7+C	CRx7+C	CRx7+C	CRx8	CRx8
PENRITH	10:00AM	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR
PORT MACQUARIE	10:00AM																									
QUEANBEYAN	10:00AM																									
SYDNEY	10:00AM	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C
TAMWORTH	10:00AM																									
TAREE	10:00AM																									
WAGGA WAGGA	10:00AM	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR
WOLLONGONG	10:00AM	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR

VENUE	TIME	01/02/21	08/02/21	15/02/21	22/02/21	01/03/21	08/03/21	15/03/21	22/03/21	29/03/21	05/04/21	12/04/21	19/04/21	26/04/21	03/05/21	10/05/21	17/05/21	24/05/21	31/05/21	07/06/21	14/06/21	21/06/21	
ALBURY	10:00AM				CR	CR	CR				CR	CR	CR	CR	CR					CR	CR		CR
ARMIDALE	10:00AM	CR	CR	CR																			
BATHURST	10:00AM				CR	CR	CR	CR															
BEGA	10:00AM																						
BOURKE	10:00AM																						
BROKEN HILL	10:00AM			CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR
CAMPBELLTOWN	10:00AM	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3	CRx3
COFFS HARBOUR	10:00AM	CR	CR	CR	CR	CR	CR+C	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR+C	CR	CR	CR	CR	CR
COONAMBLE	10:00AM	CR	CR	CR	CR	CR	CR	CR+C	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR
DUBBO	10:00AM	CRx2	CRx2	CRx2	CR+C	CR	CR	CRx2	CRx2	CR	CR	CR	CRx2	CRx2	CRx2	CRx2	CRx2	CR+C	CRx2	CRx2	CRx2	CRx2	CRx2
GOSFORD	10:00AM	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR
GOULBURN	10:00AM	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR
GRAFTON	10:00AM	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR
GRIFFITH	10:00AM	CR	CR	CR	CR+C	CR+C	CRx2	CRx2	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR
LISMORE	10:00AM	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR
MOREE	10:00AM	CRx4+C	CRx4+C	CRx4+C	CRx4	CRx4	CRx4+C	CRx4+C	CRx4	CRx4+C	CRx4	CRx4	CRx4	CRx4	CRx4+C	CRx4	CRx4	CRx4	CRx4+C	CRx4+C	CRx4+C	CRx4+C	CRx4+C
NEWCASTLE	10:00AM	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR
NOWRA	10:00AM	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR
ORANGE	10:00AM	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR
PARKES	10:00AM	CRx8	CRx8	CRx7+C	CRx7+C	CRx7+C	CRx8	CRx8	CRx8	CRx8	CRx8	CRx8	CRx8	CRx8	CRx8	CRx8	CRx7+C	CRx7+C	CRx7+C	CRx8	CRx8	CRx8	CRx8
PARRAMATTA	10:00AM	CRx2	CRx2	CRx2	CRx2	CRx2	CRx2	CRx2	CRx2	CRx2	CRx2	CRx2	CRx2	CRx2	CRx2	CRx2	CRx2	CRx2	CRx2	CRx2	CRx2	CRx2	CRx2
PENRITH	10:00AM																						
PORT MACQUARIE	10:00AM																						
QUEANBEYAN	10:00AM																						
SYDNEY	10:00AM	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C	CR+C
TAMWORTH	10:00AM	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR
TAREE	10:00AM	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR
WAGGA WAGGA	10:00AM	CR	CR	CR+C	CR	CR	CR	CR	CR	CR	CR	CR	CR+C	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR
WOLLONGONG	10:00AM	CRx2	CRx2	CRx2	CRx2	CRx2	CR+C	CR+C	CRx2	CRx2	CRx2	CRx2	CRx2	CRx2	CRx2	CRx2	CRx2	CRx2	CRx2	CRx2	CRx2	CRx2	CRx2

TRANSPORT ADMINISTRATION ACT 1988

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land and Interests in Land in the Local Government Area of The Hills Shire

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

Jon Lamonte
Chief Executive
Sydney Metro

SCHEDULE 1

All that piece of land situated in the Local Government Area of The Hills Shire, Parish of Castle Hill and County of Cumberland, comprising part of Lot 199 in DP752020, being land in Auto Consol 7960-250 and shown as Lot 60 in DP1249769, said to be in the possession of the State of New South Wales.

SCHEDULE 2

All that piece of land situated in the Local Government Area of The Hills Shire, Parish of Castle Hill and County of Cumberland, said to be in the possession of the State of New South Wales, comprising Lots 225 - 227 in DP1249147, being part of the land in the Crown Reserve arising out of the notation in the Second Schedule to Certificate of Title 312/1107129 described as "*excepting land within 15.24 metre(s) from the centre of Windsor Road for a wider one reserved by Crown grant*", but excluding:

- (a) DP1116128 Right of way variable width affecting the part(s) shown so burdened in DP1116128.
- (b) DP1116128 Easement for water supply purposes 6 metre(s) wide affecting the part(s) shown so burdened in DP1116128.
- (c) DP1126298 Easement for water supply purposes variable width affecting the part(s) shown so burdened in DP1126298.
- (d) DP1126298 Easement for access and drainage purposes variable width affecting the part(s) shown so burdened in DP1126298.
- (e) DP1126298 Positive covenant.
- (f) DP1126298 Easement to drain water 5.5 metre(s) wide affecting the part(s) shown so burdened in DP1126298.

- (g) DP1126298 Easement for gas main 1 metre(s) wide affecting the part(s) shown so burdened in DP1126298.
- (h) DP1126298 Easement for underground cables 1 metre(s) wide affecting the part(s) shown so burdened in DP1126298.
- (i) DP1236485 Easement for water supply purposes 3.5 metre(s) wide (limited in stratum) affecting the part(s) shown burdened in DP1236485.

SCHEDULE 3

All that piece of land situated in the Local Government Area of The Hills Shire, Parish of Castle Hill and County of Cumberland, comprising Lot 261 in DP1249463, being part of the land in the Crown Reserve described in the Second Schedule to Certificate of Title 101/1060353 as *"excepting land within 15.24 metre(s) from the centre of Windsor Road for a wider one reserved by Crown grant"*.

SCHEDULE 4

PART A: DESCRIPTION OF INTERESTS

An:

- A. Easement for Access;
- B. Easement for Electrolysis;
- C. Easement for Drainage; and
- D. Easement for Support and Shelter,

affecting parts of land situated in the Local Government Area of The Hills Shire, Parish of Castle Hill and County of Cumberland, comprising that part of the Crown Reserve arising out of the notation in the Second Schedule to the Certificate of Title to existing Lot 312 in DP1107129 described as *"excepting land within 15.24 metre(s) from the centre of Windsor Road for a wider one reserved by Crown grant"*, shown and denoted by the letters above on Lot 229 in DP1249147, said to be in the possession of the State of New South Wales.

PART B: TERMS OF INTERESTS

1. Interpretation

1.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Apparatus means pipes, drainage pit, mains, structures, rain gardens and equipment in connection with the conveyance, transmission, control, drainage, measurement, storage and distribution of stormwater, water overflow and for other incidental purposes.

Authorised User means every person authorised by the Grantee for the purposes of an easement, covenant or restriction on use created by this easement, and includes any officers, employees, licensees, agents, workmen and contractors, including the operator of the Rail Infrastructure, of the Grantee.

Authority means any governmental or semi-governmental or local government authority administrative or judicial body or tribunal department, commission, public authority, agency, minister statutory corporation or instrumentality, including Transport for NSW and Sydney Metro.

Costs includes charges and expenses including those incurred in connection with advisers.

Easement Site means, in relation to an easement in this document:

- (a) the site of an easement on the Plan; and
- (b) all items within the site of the easement identified on the Plan which are the subject of the easement.

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

Grantee means:

- (a) the owner or mortgagee in possession of the Lot Benefited; and
- (b) an Authority benefited.

Grantor means the owner or mortgagee in possession of a Lot Burdened.

Lot Benefited means a lot benefited by an easement in this document.

Lot Burdened means a lot burdened by an easement in this document.

Member of the Rail Family means any government department, statutory instrumentality or statutory corporation which has as its function the ownership, operation or management of rail services and includes Transport for NSW and Sydney Metro, and its statutory successors.

Operations includes all activities infrastructure and works related to the operation of railway passenger services and any transport services which is additional to or in substitution for any railway service.

Plan means Deposited Plan 1249147 registered 20 February 2019.

Rail Corridor means the rail corridor identified on the land in the Plan.

Rail Infrastructure means all infrastructure including but not limited to the viaduct, equipment systems, trackwork and support structures for the railway known as Sydney Metro Northwest located in, under, over or adjacent to, the Lot Burdened or the Easement Site from time to time.

Sydney Metro Northwest means the railway line from Chatswood to Tallawong Road Rapid Transit Rail Facility, including but not limited to the viaduct, bridges, earthworks, landscaping, equipment, systems, trackwork and support structures, rolling stock and ancillary infrastructure.

1.2 Headings

Headings do not affect the interpretation of this easement.

1.3 Rules of Interpretation

In this easement, and unless the context indicates a contrary intention:

- (a) an obligation or liability assumed by, or a right conferred on, two or more persons including two or more Grantors binds or benefits them jointly and severally;
- (b) a reference to a person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to this easement, to a document or to any other easement (including any approval) is to this easement, that document or that other easement (as the case may be) as amended, modified, varied, novated, ratified or replaced from time to time;
- (d) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (e) a reference to a clause is a reference to a clause of this easement;
- (f) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (g) "includes" in any form is not a word of limitation;
- (h) one provision of this easement does not limit the effect of another; and
- (i) if at any time any provision of this easement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:
 - (i) the legality, validity or enforceability in that jurisdiction of any other provision of this easement; or
 - (ii) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this easement.

1.4 Positive covenants and maintenance requirements

A requirement in an easement which requires a Grantee or Grantor to maintain or repair an Easement Site or anything in an Easement Site is a positive covenant according to Section 88BA of the *Conveyancing Act 1919* (NSW).

1.5 No derogation of statutory rights

The rights granted to the Grantor or the Grantee under this easement do not derogate from any statutory right that Sydney Metro or a Member of the Rail Family may have from time to time.

2. Easements are covenants and agreements between Grantees and Grantors

2.1 Run with Land

The conditions, covenants and restrictions, including in this clause 2, in each of the easements are covenants and agreements between:

- (a) each Grantee for itself and its successors, assigns and transferees; and
- (b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment,

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easements, positive covenants and restrictions on use.

2.2 Ancillary Rights

The Grantee of an easement set out in this easement may exercise, subject to the specific terms of that easement, all other ancillary rights and obligations reasonably necessary for the effective application of an easement including reasonable access to the Easement Site. In exercising ancillary rights under an easement, the Grantee must cause as little inconvenience as practicable to the Grantor or any occupier of the Lot Burdened.

3. Terms of Easement for Access

3.1 Grant of easement

The Grantor grants the Grantee, its successors and assigns and all Authorised Users the right:

- (a) to full, free and unimpeded right to, by any means, to enter upon, pass and repass over the Lot Burdened at any time together with any Equipment for any purpose including to access, inspect, maintain, repair, alter, operate and replace the Rail Infrastructure provided that the Grantee and its Authorised Users use the most direct and accessible route to and from the Rail Infrastructure; and
- (b) to remain on the Lot Burdened for a reasonable time for such purposes,
on the following conditions:
 - (c) the Grantee must take all reasonable precautions to ensure as little disturbance or damage as possible to the Lot Burdened and will as soon as reasonably practicable restore the Lot Burdened as nearly as practicable to its original condition;
 - (d) before the Grantee may enter the Lot Burdened to exercise the rights granted by this easement, it must, except in the case of an emergency, first give a reasonable period of notice to the Grantor of the intended exercise of the rights and comply with the reasonable requirements of the Grantor;
 - (e) except in the case of an emergency, before incurring any Costs in rectification of any damage occasioned by the exercise of its rights, the Grantor must notify the Grantee in writing of any damage occasioned as a result of such exercise and, in the case of remediable damage, give the Grantee a reasonable period to rectify that damage;
 - (f) if any proposed development or other activity to be carried out by the Grantor on the Lot Burdened will:
 - (iii) impact or affect the Grantee's use of, or interest in, the Lot Burdened;
or
 - (iv) result in the Lot Burdened being inaccessible or substantially inaccessible by the Grantee,

the Grantee may make an objection to the development or other activity and withhold its consent (which may be withheld in its absolute discretion).

3.2 No restriction on access

The Grantor for itself and its successors and assigns covenants with the Grantee and its successors and assigns that the Grantor will not, without the prior written approval of the Grantee, permit, allow or cause:

- (a) the access granted to the Grantee, its successors and assigns and Authorised Users over the Lot Burdened and to or from any land adjoining the Lot Burdened pursuant to this easement to be restricted in any way; and
- (b) anything to be done or omitted to be done which would prevent or prejudice the Grantee and its Authorised Users exercising the rights granted to the Grantee pursuant to this easement.

3.3 Restriction on development affecting access

On and from the date of registration of the instrument creating this easement:

- (a) The Grantor for itself and its successors and assigns covenants with the Grantee and its successors and assigns that the Grantor must not, without the prior written approval of the Grantee, permit, allow or cause the Burdened Lot to be developed in any way so as to prevent, restrict, reduce or prejudice the Grantee or its Authorised Users exercising the rights granted to the Grantee pursuant to this easement.
- (b) Before the Grantor may develop the Lot Burdened, the Grantor must give written notice of its proposed development to the Grantee with sufficient detail of the proposed development (including plans and specifications of the proposed development which demonstrate how the rights of the Grantee under this easement can continue to be exercised) to enable the Grantee to consider whether to approve or reject the proposed development.
- (c) Without limiting the Grantee's rights in clause 3.3(b), the Grantor must obtain the Grantee's approval under this clause:
 - (i) before the Grantor lodges a development application or applies for a complying certificate in respect of any development within the Easement Site, or applies for a modification of any development consent or approval that applies to the Easement Site; and
 - (ii) to the terms of consent to any such development application or consent to an application to modify such development consent (including plans and specifications referred to in such consents).
- (d) The Grantor's consent to the proposed development will not be unreasonably withheld if the proposed development would not prevent, restrict, reduce or prejudice the exercise by the Grantee or its Authorised Users of the Grantee's rights under this easement.
- (e) The Grantee's consent under this clause may be granted subject to conditions including for the purpose of minimising any adverse effect on the rights of access granted to the Grantee and its Authorised Users under this easement, and any failure or omission to comply with those conditions in carrying out the proposed development will constitute a breach of this clause.

3.4 Restriction on vegetation affecting access

Without limitation to clause 3.2, the Grantor for itself and its successors and assigns covenants with the Grantee and its successors and assigns that the Grantor must not, without the prior written approval of the Grantee:

- (a) allow any vegetation on the Lot Burdened within the area of 6 metres from the outer edge of the Grantee's Rail Infrastructure other than grass or small shrubs, which shrubs are no higher than 2 metres above natural ground level;
- (b) allow, at all times and without limiting paragraph (a), any vegetation within the Lot Burdened of a height more than the distance of the vegetation to the Railway Infrastructure such that there is a risk the vegetation will fall onto the Rail Infrastructure;
- (c) allow any vegetation on the Lot Burdened which prevents, restricts, reduces or prejudices the exercise by the Grantee or its Authorised Users of the Grantee's rights under this easement, and
- (d) the Grantor will immediately rectify, maintain and prune, at its cost, vegetation on the Lot Burdened so that it at all times complies with this clause 3.4

If the Grantor breaches this clause 3.4, the Grantee or its Authorised Users may, without notice to the Grantor, access the Lot Burdened, with all necessary Equipment, to carry out the necessary works (at the cost of the Grantor) to rectify the Grantor's breach.

3.5 Right to Release

The Grantee is empowered to release, vary or modify this easement.

3.6 No Implied Terms

The rights and obligations implied under Schedule 4A of the Conveyancing Act 1919 do not apply to this easement.

4. Terms of Easement for Electrolysis

4.1 Easement for electrolysis

- (a) The Grantor grants to the Grantee, its successors and assigns, any Member of the Rail Family and all Authorised Users, the right to cause stray electrical currents originating from or in any way connected to its Operations in the Rail Corridor to pass across, above, through or under the Lot Burdened.
- (b) For the benefit of the right granted to the Grantee, the Grantor covenants with the Grantee its successors and assigns, any Member of the Rail Family and all Authorised Users as follows:
 - (i) to waive all rights and remedies which it might otherwise have had against the Grantee, its successors and assigns, any Member of the Rail Family and all Authorised Users, arising out of the exercise of rights under this easement; and
 - (ii) to indemnify the Grantee, its successors and assigns, any Member of the Rail Family and all Authorised Users, against any demand, claim, suit or proceedings which might be made against the Grantee, its successors and assigns and all Authorised Users by any tenant, occupier or user of the Lot Burdened, or any person, including any person claiming through the Grantor or any tenant, occupier or user

of the Lot Burdened, arising out of its exercising its rights under this easement.

4.2 Right to Release

The Grantee is empowered to release vary or modify this easement.

5. Terms of Easement for Drainage

5.1 Easement to Drain Water

The Grantor grants to the Grantee, its successors and assigns and all Authorised Users the right to:

- (a) use the Lot Burdened for the drainage of water;
- (b) use, for the purposes of this easement, any line of pipes already laid within the Lot Burdened for the drainage of water or any pipe or pipes in replacement, substitution or alteration of that line of pipes;
- (c) drain water through the aforesaid line of pipes into and out of the Drainage Pit and across the Lot Burdened to any road or waterway adjacent to the Lot Burdened; and
- (d) do anything reasonably necessary for that purpose including:
 - (i) entering the Lot Burdened;
 - (ii) using any Apparatus through, within, under or above the Lot Burdened; and
 - (iii) carrying out work, such as constructing, placing, inspecting, testing, repairing, replacing, altering, cleaning or maintaining the Apparatus including relocating the Apparatus to a different location within the Lot Burdened,

provided the Grantee and its Authorised Users cause as little inconvenience as is practicable to the Grantor, make good any collateral damage and restore the Lot Burdened as nearly as practicable to its original condition.

5.2 Grantor right to relocate Apparatus

The Grantor may from time to time relocate the Apparatus, at its cost, provided that:

- (a) the Grantor gives to the Grantee at least 7 days prior written notice of the proposed relocation of Apparatus including details of the new location and specifications of the relocated line or pipes;
- (b) in relocating the Apparatus, the Grantor does not interfere with the Grantee's drainage of water across the Lot Burdened into and out of the Drainage Pit and to the adjoining road or waterway;
- (c) the Grantor maintains:
 - (i) a system of drainage of water from the Benefitted Lot to the Drainage Pit and from the Drainage Pit to an adjacent road or waterway of a standard and capacity equivalent to the standard and capacity of the line of pipes which previously existed; and

- (ii) the Drainage Pit on the Lot Burdened, at all times to a standard and capacity capable of holding and draining the water draining from the Lot Benefitted.

5.3 Right to Release

The Grantee is empowered to release vary or modify this easement.

5.4 No Implied Terms

The rights and obligations implied under Schedule 4A of the Conveyancing Act 1919 do not apply to this easement.

6. Terms of Easement for Support and Shelter

6.1 Easement for support and shelter

The Grantor grants the Grantee the right for the Lot Benefitted to be supported by the Lot Burdened to the extent that the Lot Benefitted derives support and shelter from the Lot Burdened.

6.2 Obligations of the Grantor

The Grantor must maintain the support to that part of the Lot Burdened which is capable of affording support to the Lot Benefitted at all times.

6.3 Right to Release

The Grantee is empowered to release vary or modify this easement.

(Sydney Metro Document Number: **SM-19-00043809**)

(n2019-2286)