

# *Government Gazette*

of the State of

New South Wales

**Number 486 - Compulsory Acquisitions**

**Friday, 13 December 2024**

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**EDUCATION ACT 1990**

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

**NOTICE OF COMPULSORY ACQUISITION OF LAND**

**FOR PUBLIC SCHOOL**

The Minister for Education and Early Learning, with the approval of Her Excellency the Governor, declares that the land described in Schedule 1 below, excluding the interests described in Schedule 2 below, is acquired by compulsory process in accordance with the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* for the purposes of the *Education Act 1990*.

DATED at Sydney, this                      day of                      2024.

[Insert signature]  
Minister for Education and Early Learning

**SCHEDULE 1**

All of that piece or parcel of land situated in the Local Government Area of Camden, Parish of Narellan, County of Cumberland, being Lot 2 in DP 1262720 comprised in Certificate of Title folio 2/1262720

**SCHEDULE 2**

DP1262720 Right of Carriageway 7.6 metre(s) wide and variable width affecting the part(s) shown so burdened in the title diagram

DP1262720 Easement for Services 9.6 metre(s) wide and variable width affecting the part(s) shown so burdened in the title diagram

DP1262720 Restriction(s) on the use of land referred to and numbered (19) in the S.88B Instrument

DP1262720 Restriction(s) on the use of land referred to and numbered (21) in the S.88B Instrument

DP1262720 Restriction(s) on the use of land referred to and numbered (22) in the S.88B Instrument

**TRANSPORT ADMINISTRATION ACT 1988**

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

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

Sydney Metro by its delegate declares, with the approval of Her Excellency the Governor, that the easement described in Schedules 1 and 2 below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by section 38C and clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

PETER REGAN  
Chief Executive  
Sydney Metro

**SCHEDULE 1**

An easement for maintained assets 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 the land described in the New South Wales Government Gazette 25 January 1923 Folios 346-347, shown marked "(A)" on DP1308903.

## **SCHEDULE 2**

### **EASEMENT FOR MAINTAINED ASSETS 1.5 WIDE LIMITED IN STRATUM**

#### **1. Easement Summary**

This Easement provides the Authority Benefited with a right to install Hostile Vehicle Mitigation Measures on the Easement Site.

#### **2. Terms of the Easement**

2.1 Subject to the terms of this instrument, the Owner of the Lot Burdened grants to the Authority Benefited, full, free and unimpeded right for the Authority Benefited to:

- (a) erect and maintain, replace and upgrade any Hostile Vehicle Mitigation Measures on the Lot Burdened, but only within the Easement Site; and
- (b) do anything reasonably necessary for that purpose, including:
  - (i) entering the Easement Site using the most direct route at reasonable times and at any time in the event of an emergency and only remain on the Easement Site for as long as is reasonably necessary;
  - (ii) taking anything that is reasonably necessary on to the Easement Site; and
  - (iii) carrying out works within the Easement Site, such as constructing, placing, repairing, maintaining or removing the Hostile Vehicle Mitigation Measures and equipment.
- (c) The Authority Benefited will provide the Owner of the Lot Burdened prior written notice before exercising its rights under clause 2.1(b)(i) to clause 2.1(b)(iii) (inclusive) except in the event of an emergency or when completing routine inspection and maintenance of the Hostile Vehicle Mitigation Measures.

2.2 In exercising its rights under this Easement, the Authority Benefited must at its own cost:

- (a) ensure that all work is done properly and that the Hostile Vehicle Mitigation Measures are maintained in good repair and a safe condition;
- (b) ensure the Hostile Vehicle Mitigation Measures always includes the one Retractable Bollard on the southern portion of the Easement Site for the purpose of enabling vehicular access as per clause 5 of these Easement terms;
- (c) mitigate risk of harm to members of the public caused by the activities of the Authority Benefited;
- (d) make good any damage to the Easement Site and Lot Burdened including infrastructure, improvements, Structures and buildings on the Lot Burdened to the extent caused by the Authority Benefited;
- (e) carry out all activities so as to cause as little inconvenience as is reasonably practicable to the Owner of the Lot Burdened and members of the public including by ensuring that safe public access is maintained to and from and within the Lot Burdened including the Easement Site (except in circumstances where safe access is temporarily not possible) for day to day use by members of the public including for persons in wheelchairs, in prams and on mobility scooters;
- (f) not use the Hostile Vehicle Mitigation Measures for any other purpose without the

approval of the Owner of the Lot Burdened including for advertising or artwork;

- (g) upon Permanent Removal of the Hostile Vehicle Mitigation Measures by the Authority Benefited or prior to extinguishment of this Easement (whichever comes first), the Authority Benefited will remove the structures it installed in the Easement Site and make good the footpath and pavement ensuring it matches upgrades elsewhere on the Lot Burdened;
- (h) take all necessary steps to minimise any adverse interference caused by the Authority Benefited to the Owner of the Lot Burdened or users of the Lot Burdened including members of the public; and
- (i) comply with all relevant laws relating to the exercise of those rights.
- (j) if the Retractable Bollard is damaged or destroyed other than due to the negligence of the Owner of the Lot Burdened, and as a result, the Owner of the Lot Burdened cannot access the Public Domain Area for the purpose of carrying out cleaning or routine repair and maintenance of the Public Domain Area to comply with its statutory obligations as a roads authority for the Lot Burdened under the *Roads Act 1993* (NSW) **(Roads Authority Function)**:
  - (i) until the Retractable Bollard is repaired or replaced and begins to operate or function properly, the Authority Benefited must:
    - A. clean and remove rubbish from the Public Domain Area in accordance with the Owner of the Lot Burdened's requirements as advised in writing; and
    - B. carry out routine repair and maintenance of the Public Domain Area to keep the Public Domain Area safe and clean for use by members of the public, but nothing in this clause requires the Authority Benefited to improve the condition of the Public Domain Area by:
      - (i) carrying out any major repair or replacement works requiring significant capital expenditure by the Authority Benefited as reasonably determined by the Authority Benefited unless the relevant damage or loss requiring any major repair or replacement works is caused by the Authority Benefited; or
      - (ii) rectifying any damage or safety hazard in the Public Domain Area that existed before each period the Authority Benefited became responsible for carrying out routine repair and maintenance of the Public Domain Area under this clause 2.2(j); and
  - (ii) without notice to the Owner of the Lot Burdened, the Authority Benefited and its Authorised Users are permitted to enter, access and remain in the Public Domain Area so that it may clean and remove rubbish from the Public Domain Area as contemplated under clause 2.2(j)(i).

2.3 In the event that the Authority Benefited fails to comply with clause 2.2(d) to the satisfaction of the Owner of the Lot Burdened (acting reasonably):

- (a) the Owner of the Lot Burdened may notify the Authority Benefited in writing including reasonable details and reasons for the view of the Owner of the Lot Burdened; and
- (b) the Authority Benefited must, within a reasonable period of time following receipt of the notice referred to in clause 2.3(a), conduct the relevant works or discuss with the Owner of the Lot Burdened in good faith to resolve the dispute.

3. **Ownership of the Hostile Vehicle Mitigation Measures**

The Owner of the Lot Burdened acknowledges that the Authority Benefited retains the ownership of the Hostile Vehicle Mitigation Measures.

4. **What the Owner of the Lot Burdened must not do within the Easement Site**

The Owner of the Lot Burdened must not do or allow anything to be done to damage, interfere with or destroy the Hostile Vehicle Mitigation Measures on the Easement Site including (without limitation):

- (a) doing or allowing anything to be done that may interfere with the effective operation of the Hostile Vehicle Mitigation Measures, including not relocating or removing any of the Hostile Vehicle Mitigation Measures except as contemplated in clause 5 of these Easement terms in respect of the Retractable Bollard;
- (b) installing or permitting to be installed any Services or Structures within the Easement Site where they interfere with the Easement; or
- (c) doing or permitting to be done anything that restricts access to or use of the Easement Site by the Authority Benefited or its Authorised Users.

The Authority Benefited agrees that the Owner of the Lot Burdened may replace or upgrade the pavement and other infrastructure around the Hostile Vehicle Mitigation measures.

5. **Retractable Bollard**

- (a) The Owner of the Lot Burdened may operate the Retractable Bollard for the purpose of it or any of its invitees accessing the Public Domain Area at any time. The Authority Benefited will provide the Owner of the Lot Burdened with the key or other device required to operate the Retractable Bollard.
- (b) The Owner of the Lot Burdened may only retract the Retractable Bollard for such reasonable period of time as is required to facilitate such access, and must ensure that the Retractable Bollard is in a raised position and operational after each use.
- (c) The Owner of the Lot Burdened must report any failure of or damage to the Retractable Bollard to the Authority Benefited. The Owner of the Lot Burdened must make good any damage it negligently causes to the Retractable Bollard or the Easement Site (including any Services, Structures or Council infrastructure) arising out of its use of the Retractable Bollard except to the extent such damage is caused or is contributed to by fair wear and tear and reasonable use. If the damage caused by the Owner of the Lot Burdened renders the Retractable Bollard beyond reasonable repair (as determined by the Authority Benefited), the Owner of the Lot Burdened must replace the Retractable Bollard with a new retractable bollard of a similar or better quality than the existing retractable bollard or as reasonably required by the Authority Benefited. If the Owner of the Lot Burdened fails to complete any repair or replacement required under this clause 5(c), the Authority Benefited may do so and recover the costs of such work from the Owner of the Lot Burdened.
- (d) To the extent reasonably necessary to exercise its rights under clause 5(a), the Owner of the Lot Burdened is entitled to access the Easement Site under the Access Easement to access the Public Domain Area.
- (e) In exercising its rights under this clause 5, the Owner of the Lot Burdened must:
  - (i) comply with all relevant laws and carry out all activities so as to cause as little inconvenience as is reasonably practicable to the Authority Benefited, any occupants of the Adjacent Metro Land and members of the public including by ensuring that safe public access is maintained; and

- (ii) in relation to the Adjacent Metro Land, comply with any reasonable directions given by the Authority Benefited or any occupant of the Adjacent Metro Land.

6. **Incorporation of definitions and interpretation clauses**

The provisions of clause 8 (General) apply to the Easement to the extent relevant.

7. **Name of the persons empowered to release, vary or modify this Easement**

The Authority Benefited

8. **General**

8.1 **Exercise of the benefit of the Easement**

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

8.2 **Conditions**

Each of the Conditions constitutes and is a covenant and agreement 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.

8.3 **Severance**

If a provision of an Easement under this Instrument is void, unenforceable or illegal, then that provision is severed from that Easement and the remaining provisions of that Easement have full force and effect.

8.4 **Definitions**

**Access Easement** means the easement for access to be granted by Sydney Metro in favour of the Owner of the Lot Burdened burdening part of the Adjacent Metro Land.

**Acquisition Date** means the date the Acquisition Notice is published in the Government Gazette.

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

**Adjacent Metro Land** means the land being Lot 41 in DP1297897 and Lot 50 in DP1301725.

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

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

**Conditions** means the conditions contained in each Easement, excluding the section titled "Easement summary" and including the general provisions set out in this clause 8.

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

**Easement Site** means the easement site described in Schedule 1 of the Acquisition Notice, and until the Acquisition Date means the easement site described in the Schedule at the beginning of this document.

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

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

**Hostile Vehicle Mitigation Measures** means devices designed to protect members of the public from unauthorised vehicle intrusion onto the Lot Burdened, with such devices:

- (a) including, by way of example, bollards or spheres;
- (b) not including any barrier which prevents members of the public, whether pedestrians, persons in wheelchairs, in prams and on mobility scooters, from passing between the devices or adjoining Structure ;
- (c) to be installed with a clearance of no less than 1.2 metres between each device and/or Structure; and
- (d) includes the Retractable Bollard.

**Lot Burdened** means the Lot described in Schedule 1 of the Acquisition Notice, and until the Acquisition Date means the lot burdened described in the Schedule at the beginning of this document.

**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.

**Permanent Removal** means the removal by the Authority Benefited with no intention to replace.

**Public Domain Area** means that part of the land owned by the Owner of the Lot Burdened wholly or partially enclosed or impeded by the bollards forming part of the Hostile Vehicle Mitigation Measures.

**Retractable Bollard** means one retractable bollard that is able to be retracted using non power tools and in the location as installed at the Acquisition Date within the southern portion of the Easement Site enabling a clearance of 2.5m between it and the adjacent fixed bollards when retracted.

**Services** means (without limitation) services and infrastructure for the supply of water, gas, electricity, telecommunications services, and the discharge of sewage, wastewater, stormwater with or without pipes, conduits, cables or ducts.

**Structure** means (without limitation) any structure, work, pole, signage, street furniture (such as public seating, telephone booths, garbage bins, or bus shelters), alteration of the surface levels, and landscaping (including the planting of trees or shrubs).

**TRANSPORT ADMINISTRATION ACT 1988**

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

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

Sydney Metro by its delegate declares, with the approval of Her Excellency the Governor, that the easement described in Schedules 1 and 2 below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by section 38C and clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

PETER REGAN  
Chief Executive  
Sydney Metro

**SCHEDULE 1**

An easement for signage 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 the land described in the New South Wales Government Gazette 25 January 1923 Folios 346-347, shown marked "(B)", "(B1)", "(B2)" and "(B3)" on DP1308903.

## SCHEDULE 2

### 1. TERMS OF EASEMENT FOR SIGNAGE VARIABLE WIDTH (LIMITED IN STRATUM)

#### 1.1 Easement Summary

This Easement provides the Authority Benefited with the right to install Signs and Signage Equipment on the Easement Site.

#### 1.2 Terms of easement

The Owner of the Lot Burdened grants to the Authority Benefited and its Authorised Users the right to, subject to complying with the terms of this Easement:

- (a) keep, inspect, maintain, repair or replace the two Signs and the Signage Equipment as installed within the Easement Site as at the Acquisition Date;
- (b) replace and/or relocate the Signs and Signage Equipment to other positions within the Easement Site or the Lot Burdened (having regard to the positions the Signs and the Signage Equipment were installed as at the Acquisition Date, or were first installed pursuant to this easement following the Acquisition Date) with the consent of the Owner of the Lot Burdened (acting reasonably); and
- (c) enter upon and within that part of the Lot Burdened as may be reasonably necessary from time to time and to remain there for any reasonable time with any tools, implements or machinery reasonably necessary for the purposes of implementing clauses 1.2(a) and (b).

#### 1.3 Conditions of easement

In exercising its rights under this Easement, the Authority Benefited must:

- (a) ensure all work is done properly including by ensuring that all works are designed, constructed and maintained:
  - (i) in accordance with the *Disability Discrimination Act 1992* (Cth); and
  - (ii) to withstand damage from usage of the footpath including by pedestrians, vehicles, street cleaners and sweepers.
- (b) cause as little inconvenience as is reasonably practicable to the Owner of the Lot Burdened, any Occupier of the Lot Burdened and members of the public by ensuring safe public access is maintained to and from and within the Lot Burdened including the Easement Site (except in circumstances where safe public access is temporarily not possible) for day to day use by members of the public including for person in wheelchairs, in prams and on mobility scooters (and the Owner of the Lot Burdened acknowledges that the Signs and Signage Equipment as installed within the Easement Site at the Acquisition Date are in an area that had previously not been publicly accessible by members of the public);
- (c) comply with the Owner of the Lot Burdened's reasonable security and safety procedures in relation to access onto the Lot Burdened as notified in writing by the Owner of the Lot Burdened to the Authority Benefited from time to time;
- (d) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (e) keep the Signs and Signage Equipment in good repair;

- (f) upon Permanent Removal of the Signs by the Authority Benefited or prior to extinguishment of this Easement (whichever comes first), the Authority Benefited will remove the structures it installed in the Easement Site and make good the footpath and pavement ensuring it matches upgrades elsewhere on the Lot Burdened;
- (g) take all reasonable steps to mitigate risk of harm to the Owner of the Lot Burdened or members of the public caused by the Authority Benefited when exercising its rights under this Easement;
- (h) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (i) make good any collateral damage to extent caused by the Authority Benefited or its Authorised Users while exercising the rights granted under this 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. **INTERPRETATION**

### 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 the Easement from time to time.

### 2.2 **Conditions**

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 **Severance**

If a provision of an Easement under this Instrument is void, unenforceable or illegal, then that provision is severed from that Easement and the remaining provisions of that Easement have full force and effect.

### 2.4 **Definitions**

**Acquisition Date** means the date on which the Acquisition Notice is published in the Government Gazette.

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

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

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

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

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

**Easement Site** means the easement site described in Schedule 1 of the Acquisition Notice, and until the Acquisition Date means the easement site described in the Schedule at the beginning of this document.

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

**Lot Burdened** means the Lot described in Schedule 1 of the Acquisition Notice, and until the Acquisition Date means the lot burdened described in the Schedule at the beginning of this document.

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

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

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

**Permanent Removal** means the removal by the Authority Benefited with no intention to replace.

**Signage Equipment** means cables, wires and conduits necessary to operate Signs.

**Signs** means any of the Authority Benefited's mode ID lollipop signs, lift and other way finding signs, directional signs and passenger information displays.

**TRANSPORT ADMINISTRATION ACT 1988**

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

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

Sydney Metro by its delegate declares, with the approval of Her Excellency the Governor, that the easement described in Schedules 1 and 2 below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by section 38C and clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

PETER REGAN  
Chief Executive  
Sydney Metro

**SCHEDULE 1**

An easement for ventilation 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 the land described in the New South Wales Government Gazette 25 January 1923 Folios 346-347, shown marked "(C1)" and "(C2)" on DP1308903.

## SCHEDULE 2

### 1. TERMS OF EASEMENT FOR VENTILATION VARIABLE WIDTH (LIMITED IN STRATUM)

#### 1.1 Summary of Easement

This Easement grants the Authority Benefited the right to intake and discharge air to and from the existing ventilation outlets installed within the Station Lot through the Easement Site.

#### 1.2 Grant of easement

- (a) The Owner of the Lot Burdened grants to the Authority Benefited the right to, at all times and subject to complying with the terms of this Easement:
  - (i) have the uninterrupted passage through the Easement Site of fresh air to and from the Station Lot; and
  - (ii) use the Easement Site for the purposes of:
    - (A) ventilation and expulsion of air; and
    - (B) in the event of an accidental fire, explosion or any other catastrophic event or emergency, expulsion or emission of steam, vapour, smoke, fumes, dust, particles or any other substance or matter,

from the existing ventilation outlets installed within the Station Lot.
- (b) Subject to clause 1.3, the Owner of the Lot Burdened must keep the Easement Site free from any temporary or permanent works, improvements, structures, or any other obstructions and ensure that no current or future exhaust locations within the Easement Site will foul or pollute the Authority Benefited's fresh air inlet zones for the ventilation system existing at the Acquisition Date within the Station Lot.
- (c) The Owner of the Lot Burdened must not permit any ventilation outlets or any other works, improvements, structures, or obstructions within the Easement Site without the Authority Benefited's prior written consent, which consent must not be unreasonably withheld.
- (d) If the Authority Benefited's ventilation intakes and outlets are removed then the Owner of the Lot Burdened may insist that this Easement be extinguished, and the Authority Benefited must do all things reasonably necessary to remove this Easement from title.

#### 1.3 Rights of the Owner of the Lot Burdened

Despite clauses 1.2(b) and 1.2(c):

- (a) the Owner of the Lot Burdened may, without the Authority Benefited's prior written consent, carry out routine repair and maintenance of the Lot Burdened to comply with its statutory obligations as a roads authority for the Lot Burdened under the *Roads Act 1993 (NSW)*; and
- (b) the Authority Benefited and the Owner of the Lot Burdened acknowledge and agree that any activity or work that has been approved under the Easement for Access and Maintenance does not require additional approval under this Easement.

#### 1.4 Conditions of Easement

In exercising its rights under this Easement, the Authority Benefited must:

- (a) maintain the ventilation system associated with the ventilation outlets installed within the Station Lot (**Ventilation System**) in good repair; and
- (b) except in an emergency, during normal operation of the Ventilation System, take all reasonable steps within the reasonable control of the Authority Benefited to cause as little inconvenience as is practicable and mitigate risk of harm to members of the public caused by the activities of the Authority Benefited so far as is reasonably practicable.

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

The Authority Benefited.

2. **INTERPRETATION**

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 the Easement from time to time.

2.2 **Conditions**

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 **Severance**

If a provision of an Easement under this Instrument is void, unenforceable or illegal, then that provision is severed from that Easement and the remaining provisions of that Easement have full force and effect.

2.4 **Definitions**

**Acquisition Date** means the date on which the Acquisition Notice is published in the Government Gazette.

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

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

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

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

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

**Easement for Access and Maintenance** means the easement for access and maintenance in favour of the City of Sydney (ABN 22 636 550 790) which benefits Lot 2 in DP869022, burdens Lot 41 in DP1297897 (easement areas identified as (E1) and (E2)), and was registered on or about the Acquisition Date.

**Easement Site** means the easement site described in Schedule 1 of the Acquisition Notice, and until the Acquisition Date means the easement site described in the Schedule at the beginning of this document.

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

**Lot Burdened** means the Lot described in Schedule 1 of the Acquisition Notice, and until the Acquisition Date means the lot burdened described in the Schedule at the beginning of this document.

**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.

**Station Lot** means Lots 40 and 41 in Deposited Plan 1297897 and Lot 50 in Deposited Plan 1301725.

**TRANSPORT ADMINISTRATION ACT 1988**

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

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

Sydney Metro by its delegate declares, with the approval of Her Excellency the Governor, that the easement described in Schedules 1 and 2 below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by section 38C and clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

PETER REGAN  
Chief Executive  
Sydney Metro

**SCHEDULE 1**

An easement for depressurisation system 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 the land described in the New South Wales Government Gazette 25 January 1923 Folios 346-347, shown marked "(E)" on DP1308903.

## SCHEDULE 2

### 1. TERMS OF EASEMENT FOR DEPRESSURISATION SYSTEM 4 WIDE (LIMITED IN STRATUM)

#### 1.1 Easement Summary

This Easement provides the Authority Benefited with the right to have the Depressurisation System that has been installed as at the Acquisition Date to remain in the existing location within the Easement Site at all times.

#### 1.2 Grant of easement

- (a) The Owner of the Lot Burdened grants to the Authority Benefited, its successors and assigns and all Authorised Users the full free and unimpeded right to, subject to complying with the terms of this Easement:
  - (i) enter on, pass and repass over the Lot Burdened using the most direct route as reasonably required with or without Equipment for the Permitted Purpose and do anything reasonably necessary for that purpose including:
    - (A) entering and remaining within the Lot Burdened as may be reasonably necessary from time to time; and
    - (B) taking anything on to and carrying out activities on the Lot Burdened but only for the Permitted Purpose; and
  - (ii) have the Depressurisation System remain at all times within the Easement Site and carry out the Permitted Purpose.
- (b) In exercising its rights under this Easement, the Authority Benefited must:
  - (i) not unreasonably interfere with the use of the Lot Burdened for general public pedestrian access and, subject to clause 1.3, the ability of the Owner of the Lot Burdened to construct and maintain roads and footpaths over the Lot Burdened;
  - (ii) comply with the Owner of the Lot Burdened's reasonable security and safety procedures in relation to access onto the Lot Burdened as notified in writing by the Owner of the Lot Burdened to the Authority Benefited from time to time;
  - (iii) use reasonable endeavours to avoid carrying out any activities on the Lot Burdened for the Permitted Purpose pursuant to this Easement:
    - (A) during Special Events; or
    - (B) between the hours of:
      - (aa) 8.00am to 9.00am; and
      - (bb) 5.00pm to 6.00pm,on any Business Day;
  - (iv) keep the Depressurisation System in good repair;

- (v) mitigate risk of harm to members of the public caused by the activities of the Authority Benefited; ensure all work is done properly including by ensuring that all works are designed, constructed and maintained:
  - (A) in accordance with the *Disability Discrimination Act 1992* (Cth); and
  - (B) to withstand damage from usage of the footpath including by pedestrians, vehicles, street cleaners and sweepers;
- (vi) carry out all activities so as to cause as little inconvenience as is reasonably practicable to the Owner of the Lot Burdened, and users of the Lot Burdened and members of the public by ensuring safe public access is maintained to and from and within the Lot Burdened including the Easement Site (except in circumstances where safe public access is temporarily not possible) for day to day use by members of the public including for person in wheelchairs, in prams and on mobility scooters;
- (vii) restore as nearly as is practicable to its former condition and make good any damage to the Easement Site and the Lot Burdened, including but not limited to infrastructure, improvements, and Existing Building Structures to the extent the damage is caused by the Authority Benefited;
- (viii) not relocate any Depressurisation System from its existing locations within the Easement Site as at the Acquisition Date to any other parts of the Easement Site without the Owner of the Lot Burdened's prior written approval; and
- (ix) comply with all relevant laws relating to the exercise of those rights.

### 1.3 **Obligations of the Owner of the Lot Burdened**

The Owner of the Lot Burdened must not do or allow anything to be done to damage or interfere with any part of the Depressurisation System or the effective operation of the Depressurisation System.

### 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. **INTERPRETATION**

### 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 the Easement from time to time.

### 2.2 **Conditions**

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 Severance

If a provision of an Easement under this Instrument is void, unenforceable or illegal, then that provision is severed from that Easement and the remaining provisions of that Easement have full force and effect.

## 2.4 Definitions

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

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

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

**Business Day** means a day on which banks are open for general banking business in Sydney (not being a Saturday, Sunday, public holiday or 27, 28, 29, 30 or 31 December).

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

**Depressurisation System** means a horizontal depressurisation pipe generally around the perimeter of the Station Lot or station below ground, and generally vertical flushing-riser pipes extending from below ground level to the gatic cover at ground level, to equalise water pressure which is used, controlled or operated by or for the Authority Benefitted including but not limited to any channels, cuttings, drains, wires, fibres, cables, pipes, lids, conduits, ducts, pumps, sumps, tanks, pits and traps.

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

**Easement Site** means the easement site described in Schedule 1 of the Acquisition Notice, and until the Acquisition Date means the easement site described in the Schedule at the beginning of this document.

**Equipment** means all necessary tools, implements, materials, machinery and motor 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 described in Schedule 1 of the Acquisition Notice, and until the Acquisition Date means the lot burdened described in the Schedule at the beginning of this document.

**Metro Station** means the Sydney Metro City & Southwest station known as "Barangaroo Station".

**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:

- (a) maintaining and operating a Depressurisation System and carrying out all works and activities associated with such maintenance and operation, including inspecting, constructing, placing, installing, repairing, using, operating, maintaining, examining, re-laying, altering, renewing, cleaning, replacing, enhancing, adding to or removing any part of the Depressurisation System; and
- (b) flushing of the Depressurisation System every 6 months or as reasonably required by or for the Authority Benefitted to maintain an efficient use, maintenance or operation of the Depressurisation System.

within the Easement Site.

**Special Event** means an event or organised event for which there is anticipated by Sydney Metro or Transport for NSW to be on a temporary or short term basis an unusually high demand for Metro services at the Metro Station or as a result of the special event or organised event for security or safety reasons a need to alter access to and from the Metro Station. They include:

- (a) New Year's Eve and New Year's Day;
- (b) Australia Day;
- (c) ANZAC Day;
- (d) Vivid Festival;
- (e) Sydney Festival;
- (f) Mardi Gras; and
- (g) any other event which in the reasonable opinion of a suitably qualified senior representative of Sydney Metro or Transport for NSW requires a need to vary or prevent access to the Metro Station resulting from an anticipated unusually high level of demand for Metro services at the Metro Station, or for security or safety reasons.

**Station Lot** means Lots 40 and 41 in Deposited Plan 1297897 and Lot 50 in Deposited Plan 1301725.

**TRANSPORT ADMINISTRATION ACT 1988**

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

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

Sydney Metro by its delegate declares, with the approval of Her Excellency the Governor, that the easement described in Schedules 1 and 2 below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by section 38C and clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

PETER REGAN  
Chief Executive  
Sydney Metro

**SCHEDULE 1**

An easement for maintained assets (heritage interpretation) 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 the land described in the New South Wales Government Gazette 25 January 1923 Folios 346-347, shown marked "(D)" on DP1308903.

## SCHEDULE 2

### 1. **TERMS OF EASEMENT FOR MAINTAINED ASSET (HERITAGE INTERPRETATION) 10 WIDE (LIMITED IN STRATUM)**

#### 1.1 **Easement Summary**

This Easement provides the Authority Benefited with the right to install and maintain the Heritage Interpretation Item on the Easement Site.

#### 1.2 **Terms of easement**

The Owner of the Lot Burdened grants to the Authority Benefited and its Authorised Users the right to, subject to complying with the terms of this Easement:

- (a) erect, construct and install the Heritage Interpretation Item within the Easement Site; and
- (b) with any tools, implements or machinery necessary for the purposes, enter upon and within that part of the Lot Burdened as may be reasonably necessary from time to time and to remain there for any reasonable time for the purpose of installing, inspecting, cleaning, repairing, maintaining, renewing or replacing the Heritage Interpretation Item.

#### 1.3 **Conditions of easement**

In exercising its rights under this Easement, the Authority Benefited must:

- (a) ensure all work is done properly including by ensuring that all works for the Heritage Interpretation Item are designed, constructed and maintained:
  - (i) in accordance with the *Disability Discrimination Act 1992* (Cth); and
  - (ii) to withstand damage from usage of the footpath including by pedestrians, vehicles, street cleaners and sweepers.
- (b) cause as little inconvenience as is reasonably practicable to the Owner of the Lot Burdened and any Occupier of the Lot Burdened and members of the public by ensuring safe public access is maintained to and from and within the Lot Burdened including the Easement Site (except in circumstances where safe public access is temporarily not possible) for day to day use by members of the public including for persons in wheelchairs, in prams and on mobility scooters;
- (c) at its cost and expense, maintain the pavement installed by the Owner of the Lot Burdened within the Easement Site pursuant to the manufacturer's specifications;
- (d) use reasonable endeavours to avoid carrying out any activities on the Lot Burdened pursuant to this Easement:
  - (i) during Special Events; or
  - (ii) between the hours of:
    - (A) 8.00am to 9.00am; and
    - (B) 5.00pm to 6.00pm,on any Business Day;
- (e) keep the Heritage Interpretation Item in good repair;

- (f) upon Permanent Removal of the Heritage Interpretation Item by the Authority Benefited or prior to extinguishment of this Easement (whichever comes first), the Authority Benefited will remove the structures it installed in the Easement Site and make good the footpath and pavement ensuring it matches upgrades elsewhere on the Lot Burdened;
- (g) take all reasonable steps to mitigate risk of harm to the Owner of the Lot Burdened or members of the public caused by the Authority Benefited when exercising its rights under this Easement;
- (h) comply with the Owner of the Lot Burdened's reasonable security and safety procedures in relation to access onto the Easement Site as notified in writing by the Owner of the Lot Burdened to the Authority Benefited from time to time;
- (i) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (j) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (k) make good any collateral damage to extent caused by the Authority Benefited or its Authorised Users while exercising the rights granted under this 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. **INTERPRETATION**

### 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 the Easement from time to time.

### 2.2 **Conditions**

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 **Severance**

If a provision of an Easement under this Instrument is void, unenforceable or illegal, then that provision is severed from that Easement and the remaining provisions of that Easement have full force and effect.

### 2.4 **Definitions**

**Acquisition Date** means the date on which the Acquisition Notice is published in the Government Gazette.

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

**Authorised User** means the agents, employees, contractors (and each of their subcontractors at any level) and consultants of the Authority Benefited and any other person authorised by the

Authority Benefited to exercise the rights and perform the obligations of an Authorised User under this Easement.

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

**Barangaroo Station** means the station and associated infrastructure located partly on Lots 40 and 41 in Deposited Plan 1297897 and Lot 50 in Deposited Plan 1301725, including the southern entrance, northern entrance and traction substation, constructed or to be constructed under Hickson Road.

**Business Day** means a day on which banks are open for general banking business in Sydney (not being a Saturday, Sunday, public holiday or 27, 28, 29, 30 or 31 December).

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

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

**Easement Site** means the easement site described in Schedule 1 of the Acquisition Notice, and until the Acquisition Date means the easement site described in the Schedule at the beginning of this document.

**Equipment** means cables, wires and conduits necessary to operate the Heritage Interpretation Item.

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

**Heritage Interpretation Item** means the metal inlay constructed at/in the surface level of the Easement Site, being a heritage interpretation of the wooden boat uncovered during excavation at Barangaroo Station.

**Lot Burdened** means the Lot described in Schedule 1 of the Acquisition Notice, and until the Acquisition Date means the lot burdened described in the Schedule at the beginning of this document.

**Metro Station** means the Sydney Metro City & Southwest station known as "Barangaroo Station".

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

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

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

**Permanent Removal** means the removal by the Authority Benefited with no intention to replace.

**Special Event** means an event or organised event for which there is anticipated by Sydney Metro or Transport for NSW to be on a temporary or short term basis an unusually high demand for Metro services at the Metro Station or as a result of the special event or organised event for security or safety reasons a need to alter access to and from the Metro Station. They include:

- (a) New Year's Eve and New Year's Day;
- (b) Australia Day;
- (c) ANZAC Day;
- (d) Vivid Festival;
- (e) Sydney Festival;
- (f) Mardi Gras; and
- (g) any other event which in the reasonable opinion of a suitably qualified senior representative of Sydney Metro or Transport for NSW requires a need to vary or prevent access to the Metro Station resulting from an anticipated unusually high level of demand for Metro services at the Metro Station, or for security or safety reasons.

**EDUCATION ACT 1990**  
**LAND ACQUISITION (JUST TERMS COMPENSATION ACT) 1991**  
**NOTICE OF COMPULSORY ACQUISITION OF LAND**  
**FOR PUBLIC SCHOOL**

The Minister for Education and Early Learning, with the approval of Her Excellency the Governor, declares that the land described in the schedule below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* for the purposes of the *Education Act 1990*.

DATED at Sydney, this                      day of

2024.

  
Minister for Education and Early Learning

**SCHEDULE**

Part of that piece or parcel of land situated at 100 Tallawong Road, Rouse Hill, in the Local Government area of Blacktown City Council, Parish of Gidley, County of Cumberland, in New South Wales, being part of Lot 1 DP1287483, being Lot 2 in DP 1306274.

**TRANSPORT ADMINISTRATION ACT 1988**

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

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

Sydney Metro by its delegate declares, with the approval of Her Excellency the Governor, that the land described in Schedules 1 and 2 below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by section 38C and clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

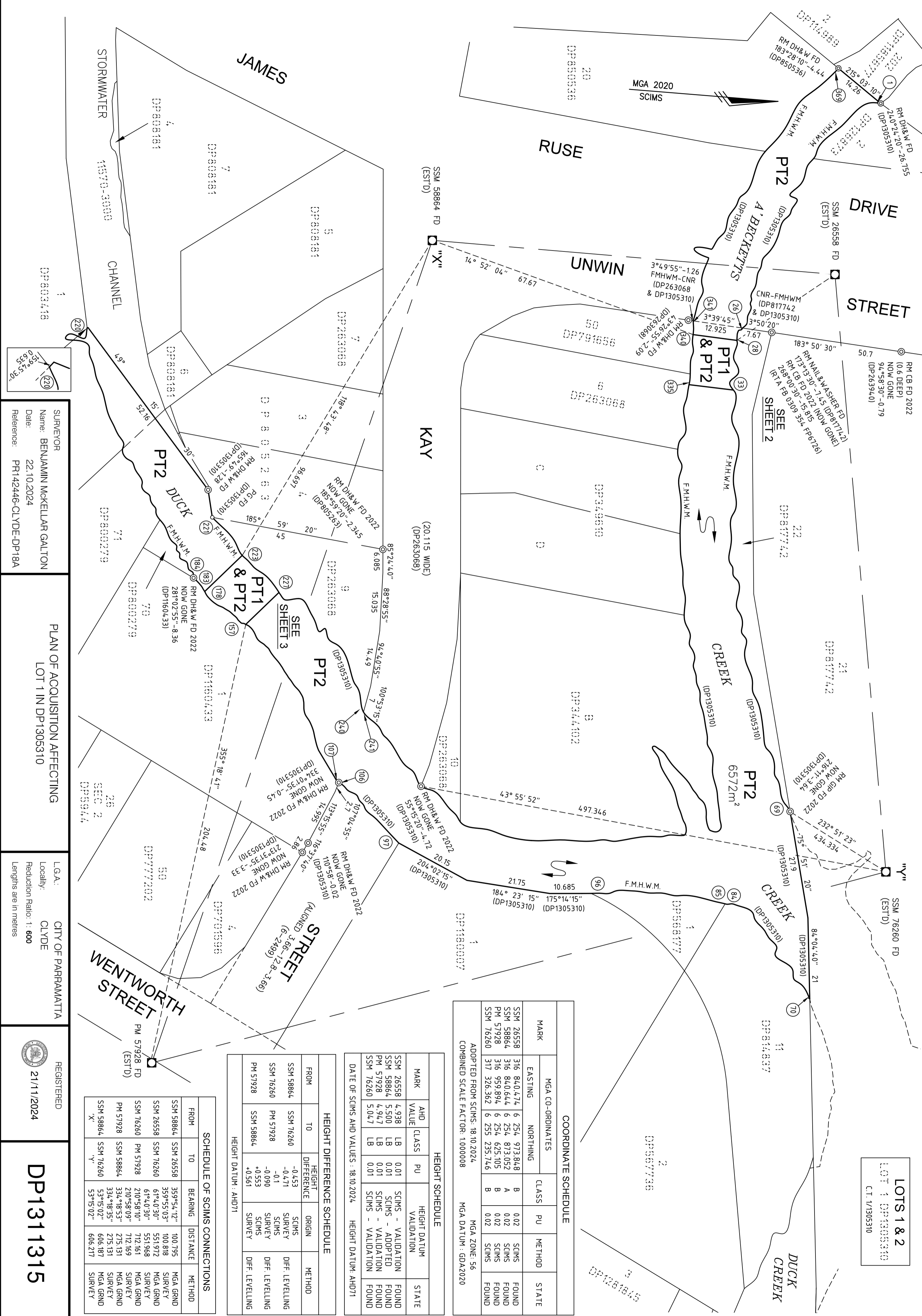
PETER REGAN  
Chief Executive  
Sydney Metro

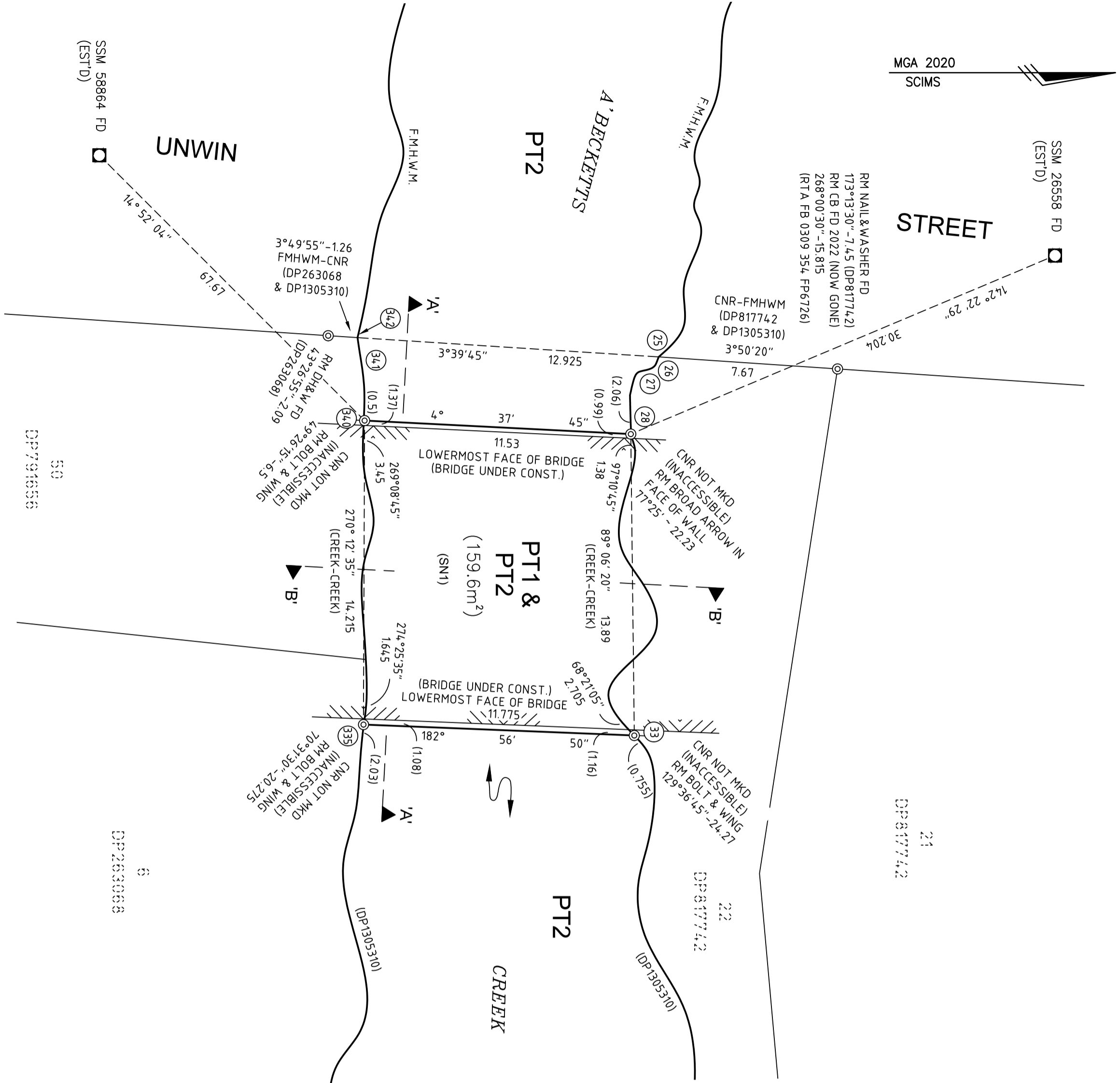
**SCHEDULE 1**

All that piece of land situated in the Local Government Area of City of Parramatta, Parish of St John and County of Cumberland, comprising Lot 1 in DP1311315 a copy of which is set out in Schedule 2, being part of the land in Folio of the Register 1/1305310.

**SCHEDULE 2**

(Sydney Metro Document Number: SM-24-001384)





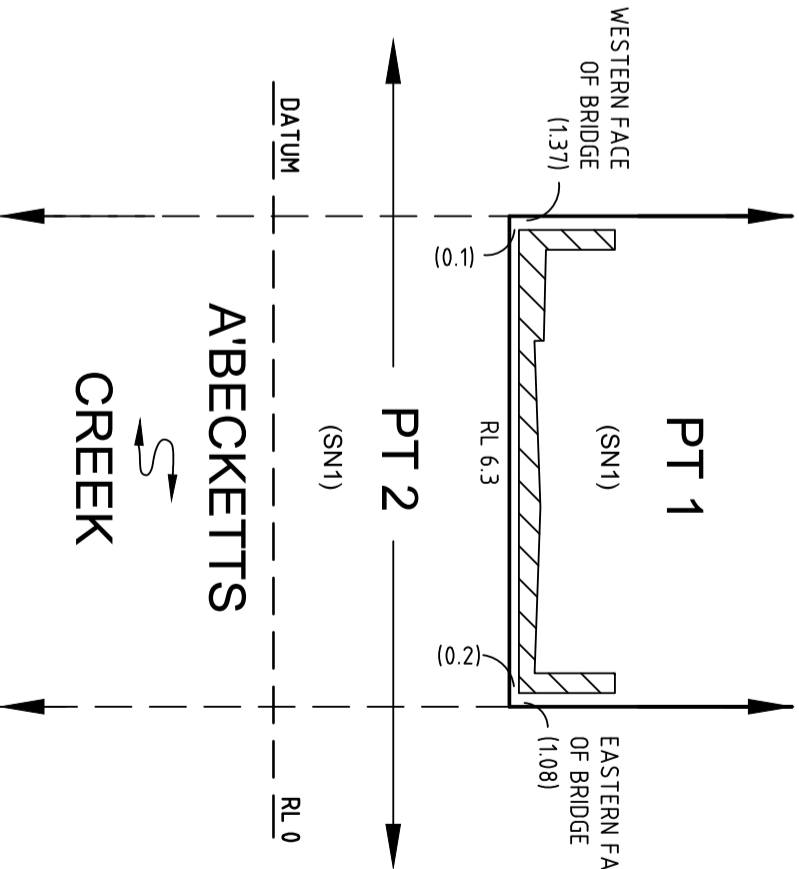
STRATUM NOTES

WITH REGARD TO PART LOT 1:  
(SN1) DENOTES PART LOT 1 IS UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 6.3 (BEING THE UPPER LIMIT OF PART LOT 2).

WITH REGARD TO PART LOT 2:  
(SN1) DENOTES PART LOT 2 IS LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL 6.3 (BEING THE LOWER LIMIT OF PART LOT 1), AND IS UNLIMITED IN DEPTH.

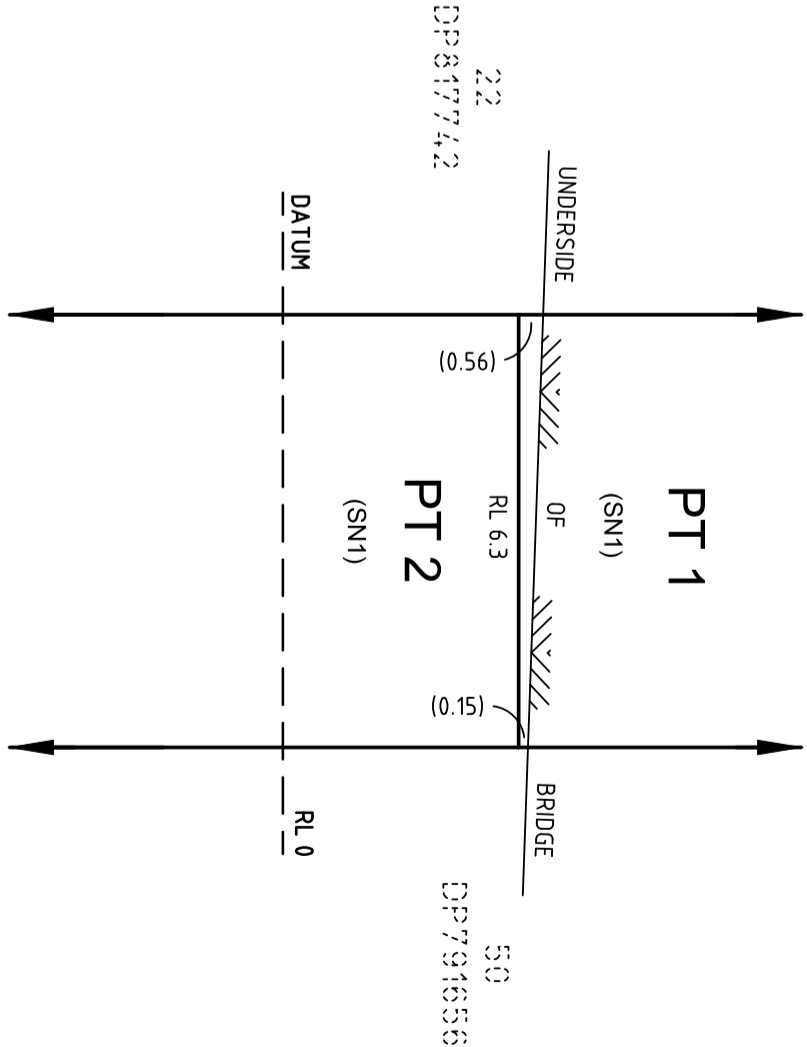
ALL REDUCED LEVELS SHOWN ARE RELATIVE TO THE AUSTRALIAN HEIGHT DATUM (AHD71)

SEE SHEET 4, FOR CREEK DEFINITION



SECTION 'A-A'

SCALE 1:200

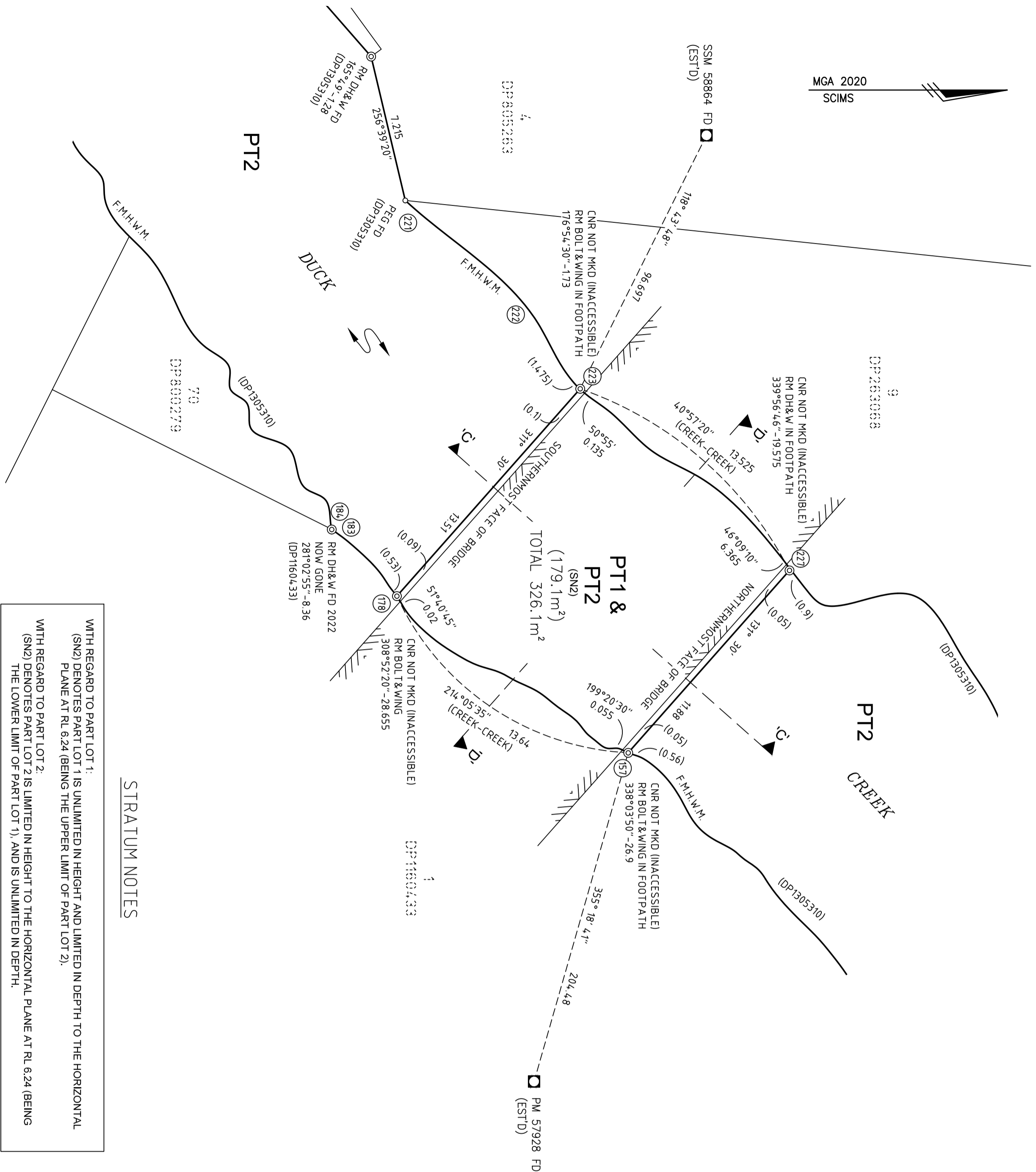


SECTION 'B-B'

SCALE 1:200

SURVEYOR Name: BENJAMIN MCKELLAR GALTON Date: 22.10.2024 Reference: PR142446-CLYDE-DP18A	PLAN OF ACQUISITION AFFECTING LOT 1 IN DP1305310	L.G.A.: CITY OF PARRAMATTA Locality: CLYDE Reduction Ratio: 1: 150 Lengths are in metres	REGISTERED 21/1/2024	DP1311315
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(Cad Ref: PR142446-CLYDE-DP18A-005.dwg)



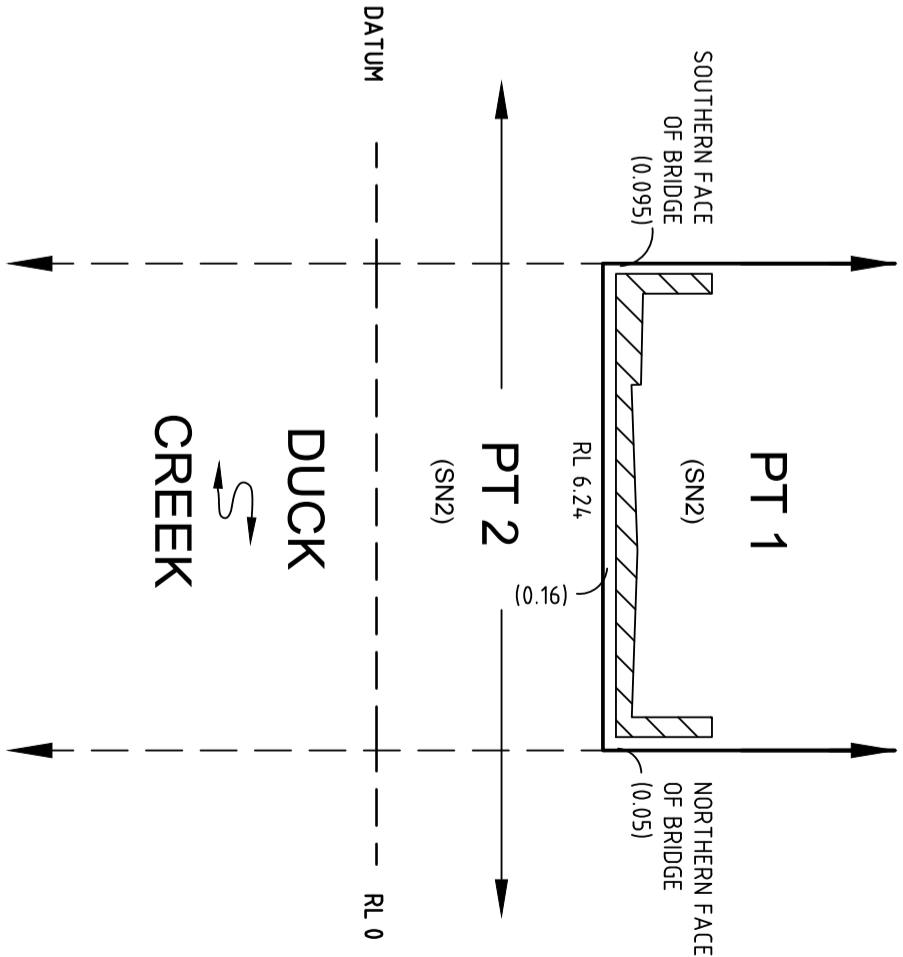
WITH REGARD TO PART LOT 1:  
(SN2) DENOTES PART LOT 1 IS UNLIMITED IN HEIGHT AND LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 6.24 (BEING THE UPPER LIMIT OF PART LOT 2).

WITH REGARD TO PART LOT 2:  
(SN2) DENOTES PART LOT 2 IS LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL 6.24 (BEING THE LOWER LIMIT OF PART LOT 1), AND IS UNLIMITED IN DEPTH.

STRATUM NOTES

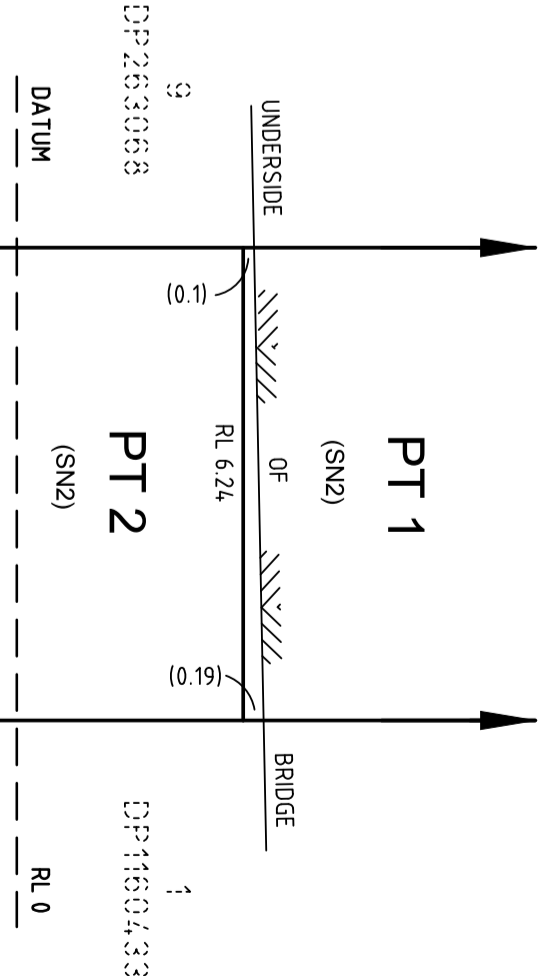
SECTION 'C'-'C'

SCALE 1:200



SECTION 'D'-'D'

SCALE 1:200



ALL REDUCED LEVELS SHOWN ARE RELATIVE TO THE AUSTRALIAN HEIGHT DATUM (AHD71)

SEE SHEET 4, FOR CREEK DEFINITION

SURVEYOR  
Name: BENJAMIN MCKELLAR GALTON  
Date: 22.10.2024  
Reference: PR142446-CLYDE-DP18A

PLAN OF ACQUISITION AFFECTING  
LOT 1 IN DP1305310

L.G.A.: CITY OF PARRAMATTA  
Locality: CLYDE  
Reduction Ratio: 1: 150  
Lengths are in metres

REGISTERED  
21/1/2024

DP1311315

SCHEDULE OF F.M.H.W.M. FROM DP1305310

No.	BEARING	DISTANCE	No.	BEARING	DISTANCE	No.	BEARING	DISTANCE	No.	BEARING	DISTANCE	No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
1	119°20'25"	2.46	66	72°36'10"	3.815	131	237°12'05"	0.87	196	230°55'	1.005	261	355°31'10"	5.645	326	262°09'20"	4.665
2	137°13'	9.875	67	63°37'45"	2.445	132	233°51'25"	0.915	197	230°15'25"	1.82	262	350°08'30"	2.445	327	276°31'35"	3.25
3	130°01'20"	8.95	68	47°02'35"	1.62	133	223°13'05"	0.92	198	257°28'55"	0.9	263	4°22'05"	2.42	328	238°46'45"	1.465
4	103°53'20"	1.41	69	58°05'55"	1.06	134	222°12'05"	0.73	199	216°52'50"	1.66	264	350°08'30"	1.225	329	261°26'05"	3.445
5	124°55'35"	0.85	70	24°136'15"	2.025	135	229°30'10"	0.985	200	237°15'25"	1.82	265	348°02'40"	9.035	330	282°34'25"	1.48
6	124°55'35"	1.955	71	225°53'55"	2.88	136	225°32'15"	0.805	201	275°55'	0.57	266	355°12'20"	2.625	331	304°26'45"	1.12
7	107°50'05"	5.85	72	21°25'40"	1.8	137	226°38'20"	0.975	202	239°02'45"	4.265	267	341°10'10"	1.27	332	264°57'55"	7.445
8	97°32'55"	3.645	73	257°58'35"	2.355	138	233°33'35"	0.76	203	243°6'40"	1.855	268	355°27'45"	4.2	333	283°53'20"	2.215
9	111°29'05"	3.045	74	219°33'30"	6.36	139	230°48'15"	1.045	204	207°43'05"	1.53	269	306°03'55"	1.29	334	275°45'35"	1.42
10	103°53'20"	1.205	75	282°59'35"	1.42	140	235°10'25"	1	205	240°4'2"	2.875	270	254°43'30"	2.01	335	274°25'35"	3.67
11	130°27'15"	2.25	76	237°59'35"	1.205	141	232°45'35"	0.99	206	281°54'25"	1.04	271	209°43'30"	0.855	336	267°56'40"	2.93
12	106°18'20"	3.345	77	219°33'30"	1.91	142	230°34'40"	0.725	207	237°55'10"	2.565	272	250°54'40"	3.025	337	270°53'40"	2.685
13	114°53'45"	6.64	78	233°35'40"	2.625	143	225°27'10"	1.71	208	238°30'40"	3.045	273	232°55'25"	1.085	338	283°53'20"	1.61
14	127°05'15"	1.53	79	226°41'	4.105	144	230°14'	2.395	209	239°02'45"	2.845	274	254°43'30"	3.22	339	259°55'35"	1.98
15	99°07'35"	2.42	80	252°01'45"	0.83	145	236°42'05"	0.385	210	249°53'10"	6.805	275	245°58'40"	2.645	340	269°08'45"	3.95
16	115°12'	1.025	81	203°31'50"	5.25	146	224°58'40"	0.425	211	241°26'	0.915	276	230°45'45"	5.945	341	262°16'20"	2.095
17	95°45'35"	1.42	82	192°04'45"	0.93	147	215°20'40"	0.76	212	241°26'	2.64	277	269°58'45"	2.295	342	282°34'35"	1.475
18	99°48'15"	2.825	83	171°28'30"	1.42	148	220°46'35"	0.475	213	251°55'15"	3.95	278	221°02'05"	3.625	343	279°07'35"	2.42
19	108°17'15"	2.625	84	188°42'30"	0.415	149	209°38'55"	1.07	214	241°00'40"	2.99	279	326°17'25"	1.27	344	283°53'20"	1.61
20	77°19'30"	0.9	85	188°17'05"	2.235	150	214°48'20"	0.84	215	266°39'50"	1.205	280	41°02'05"	1.45	345	287°58'30"	2.825
21	103°53'20"	1.005	86	185°56'40"	9.11	151	227°42'20"	0.595	216	203°13'45"	4.05	281	201°54'5"	1.73	346	251°53'	1.9
22	70°12'	0.125	87	172°28'45"	1.62	152	240°10'40"	1.375	217	303°32'05"	2.685	282	60°17'20"	3.32	347	280°31'25"	3.425
23	103°53'20"	2.815	88	186°43'45"	3.245	153	237°01'45"	0.71	218	303°32'05"	1.005	283	38°11'45"	6.76	348	280°31'25"	3.425
24	89°51'10"	1.66	89	179°36'15"	1.205	154	229°18'10"	0.845	219	6°58'10"	4.5	284	64°25'10"	2.25	349	196°54'10"	3.825
25	128°20'10"	1.75	90	115°12'20"	2.625	155	220°53'35"	0.595	220	277°31'15"	2.74	285	39°11'15"	1.73	350	283°53'20"	1.205
26	114°44'35"	0.425	91	184°22'05"	2.42	156	211°29'10"	0.725	221	42°56'05"	8.92	286	65°15'45"	1.225	351	2°00'05"	3.905
27	160°12'	0.125	92	179°36'15"	3.02	157	199°20'30"	0.615	222	61°13'15"	2.25	287	25°19'35"	1.855	352	297°07'50"	3.515
28	97°10'45"	3.445	93	172°53'40"	3.445	158	203°31'50"	0.49	223	50°55'	1.61	288	74°43'30"	2.815	353	312°56'40"	2.07
29	97°52'50"	3.845	94	153°02'20"	1.35	159	179°59'15"	0.51	224	36°52'10"	1.66	289	97°55'25"	1.53	354	283°53'20"	1.81
30	58°53'20"	2.56	95	174°50'25"	2.42	160	212°13'	0.655	225	42°47'10"	2.845	290	74°43'30"	2.01	355	279°07'35"	2.42
31	77°19'30"	1.8	96	174°35'05"	2.5	161	219°57'55"	0.605	226	46°09'10"	2.615	291	48°09'35"	1.35	356	298°38'	3.95
32	128°39'50"	2.88	97	222°16'30"	6.29	162	231°19'05"	0.64	227	46°09'10"	7.265	292	1°25'25"	2.1	357	289°36'	2.02
33	68°21'05"	3.46	98	220°17'50"	3.275	163	220°22'45"	0.71	228	42°47'10"	1.42	293	307°51'15"	1.005	358	317°34'45"	1.45
34	88°21'55"	3.76	99	212°28'55"	1.27	164	214°49'	0.56	229	356°27'15"	1.73	294	260°26'05"	2.02	359	297°55'30"	3.32
35	103°53'20"	1.41	100	223°47'30"	1.62	165	218°45'15"	0.78	230	353°23'15"	2.625	295	260°26'05"	2.02	360	283°53'20"	3.42
36	83°54'25"	2.355	101	242°13'35"	1.025	166	215°31'10"	0.43	231	50°55'	3.82	296	258°05'30"	3.425	361	283°53'20"	2.415
37	61°29'40"	3.365	102	224°34'35"	1.82	167	206°04'05"	1.295	232	59°53'20"	3.87	297	260°26'05"	2.02	362	298°54'55"	0.385
38	90°28'35"	8.15	103	242°13'35"	1.025	168	209°07'45"	0.55	233	56°37'35"	2.02	298	250°54'40"	3.025	363	311°39'20"	2.88
39	89°20'45"	4.78	104	206°08'30"	2.88	169	204°04'05"	0.425	234	320°55'	1.41	299	254°43'30"	2.415	364	308°39'50"	2.88
40	83°05'25"	6.915	105	222°47'10"	1.42	170	196°43'35"	0.64	235	64°57'10"	2.49	300	266°36'50"	3.905	365	299°50'05"	1.465
41	114°31'50"	1.57	106	213°38'55"	1.755	171	200°15'20"	0.59	236	33°48'50"	2.735	301	243°24'55"	2.05	366	303°10'45"	4.265
42	86°29'35"	4.93	107	234°02'10"	0.83	172	208°29'35"	0.92	237	59°23'15"	9.56	302	238°46'45"	1.465	367	294°35'50"	6.695
43	89°39'20"	3.125	108	234°04'05"	0.715	173	212°58'40"	0.92	238	63°26'40"	1.855	303	266°02'05"	1.025	368	316°19'15"	5.245
44	86°02'05"	4.105	109	234°35'45"	0.845	174	218°39'15"	0.91	239	50°55'	1.205	304	258°18'05"	3.225	369	312°36'45"	8.01
45	52°55'25"	1.085	110	233°35'35"	0.47	175	224°04'40"	0.82	240	71°36'20"	6.46	305	254°43'30"	4.625			
46	79°55'10"	2.22	111	234°59'05"	0.73	176	232°35'45"	0.775	241	39°44'25"	3.475	306	249°57'40"	2.42			
47	44°58'45"	1.62	112	232°57'55"	0.815	177	238°56'40"	0.66	242	42°47'10"	2.845	307	264°11'15"	2.445			
48	81°03'55"	3.645	113	235°55'55"	0.895	178	231°40'45"	0.55	243	58°02'30"	1.62	308	245°15'45"	2.445			
49	89°28'05"	3.95	114	235°23'35"	0.705	179	236°34'35"	1.025	244	39°36'25"	1.025	309	260°26'05"	2.02			
50	52°55'25"	1.085	115	231°38'35"	0.55	180	229°08'50"	1.23	245	47°06'10"	3.025	310	250°19'35"	2.625			
51	74°43'30"	3.62	116	234°59'05"	0.49	181	222°38'35"	0.695	246	55°18'55"	2.625	311	277°55'25"	1.53			
52	90°40'10"	1.465	117	235°28'05"	0.97	182	220°40'25"	0.66	247	47°44'10"	3.625	312	250°38'20"	2.825			
53	50°45'45"	1.98	118	232°39'15"	1.27	183	216°31'	0.905	248	32°28'55"	1.91	313	236°17'25"	1.27			
54	90°40'10"	2.93	119	241°32'	1.365	184	257°17'20"	1.505	249	56°56'15"	4.42	314	271°25'25"	2.1			
55	77°35'15"	4.03	120	249°25'05"	1.45	185	209°06'55"	1.085	250	15°36'20"	3.245	315	245°15'45"	3.67			
56	66°57'35"	4.465	121	252°33'15"	1.785	186	247°36'55"	2.1	251	42°18'10"	6.715	316	244°51'45"	2.27			
57	84°11'15"	2.445	122	253°37'15"	0.87	187	209°06'55"	2.165	252	39°36'30"	2.05	317	279°28'50"	2.85			
58	60°41'20"	2.49	123	246°09'35"	1.955	188	261°52'50"	1.175	253	53°42'15"	2.11	318	267°15'10"	1.855			
59	69°45'15"	4.645	124	239°18'40"	1.315	189	219°36'25"	1.025	254	10°52'40"	7.4	319	254°43'30"	3.22			
60	78°48'35"	5.645	125	230°54'15"	1.3	190	267°47'10"	1.005	255	15°07'45"	3.76	320	265°20'40"	3.275			
61	70°19'35"	2.625	126	242°30'	1.125	191	222°47'10"	1.42	256	10°23'20"	4.3	321	257°35'15"	4.03			
62	41°02'05"	0.725	127	259°03'20"	1.425	192	235°00'05"	2.825	257	352°36'15"	6.435	322	262°19'10"	3.045			
63	67°15'50"	4.98	128	265°09'05"	0.835	193	240°22'45"	2.445	258	352°28'45"	1.62	323	265°01'45"	4.5			
64	82°49'50"	1.68	129	258°25'30"	0.95	194	233°55'45"	3.825	259	353°53'40"	4.045	324	268°45'40"	1.66			
65	54°10'05"	1.41	130	251°04'05"	0.77	195	264°36'25"	0.725	260	359°36'15"	2.415	325	264°43'55"	6.945			


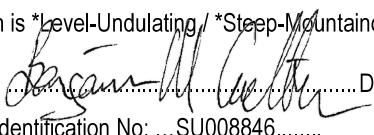
SURVEYOR  
Name: BENJAMIN MCKELLAR GALTON  
Date: 22.10.2024  
Reference: PR142446-CLYDE-DP18A


PLAN OF ACQUISITION AFFECTING  
LOT 1 IN DP1305310

L.G.A.: CITY OF PARRAMATTA  
Locality: CLYDE  
Reduction Ratio: 1: 300  
Lengths are in metres

PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)
<div>Registered:  21/11/2024</div> <div>Title System: TORRENS</div>		<div>Office Use Only</div> <div>DP1311315</div> <div>Office Use Only</div>
PLAN OF ACQUISITION AFFECTING LOT 1 IN DP1305310		<div>LGA: CITY OF PARRAMATTA</div> <div>Locality: CLYDE</div> <div>Parish: ST JOHN</div> <div>County: CUMBERLAND</div>
<div>Survey Certificate</div> <div>I, BENJAMIN McKELLAR GALTON ..... of RPS AAP CONSULTING PTY LTD ..... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:  <del>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on ....., or</del>  *(b) The part of the land shown in the plan (*being/*excluding     **.....Lot 1 and connections.... was surveyed in accordance with     the <i>Surveying and Spatial Information Regulation 2017</i>, the part     surveyed is accurate and the survey was completed on     ...22/10/2024....., the part not surveyed was compiled in     accordance with that Regulation, or  <del>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</del>  Datum Line: 'X'-'Y' ..... Type: *Urban/*<del>Rural</del> The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  ..... Dated: 24/10/2024 Surveyor Identification No: ...SU008846..... Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>  *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</div>		<div>Crown Lands NSW/Western Lands Office Approval</div> <div>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.  Signature: ..... Date: ..... File Number: ..... Office: ..... <div>Subdivision Certificate</div><div>I, ..... *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.  Signature: ..... Registration number: ..... Consent Authority: ..... Date of endorsement: ..... Subdivision Certificate number: ..... File number: .....  *Strike through if inapplicable.</div></div>
Plans used in the preparation of survey/ <del>compilation</del> . DP1305310		<div>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</div> <div>IT IS INTENDED TO ACQUIRE LOT 1 FOR RAILWAY PURPOSES</div>
Surveyor's Reference: PR142446-CLY-DP18a		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6A (2019)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 2 sheet(s)	
Registered:  21/11/2024		Office Use Only		Office Use Only	
PLAN OF ACQUISITION AFFECTING LOT 1 IN DP1305310		DP1311315			
Subdivision Certificate number: ..... Date of Endorsement: .....					
		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>			
NO ADDRESS AVAILABLE FOR LOTS 1 AND 2					
FORMER MEAN-HIGH WATER MARK BOUNDARIES TAKEN FROM APPROVED MARITIME REGISTERED PLAN DP1305310					
If space is insufficient use additional annexure sheet					
Surveyor's Reference: PR142446-CLY-DP18a					