



Planning Approval Environmental Review Form

SM-22-00008046

Sydney Metro – Metro Body of Knowledge (MBoK)

Assessment Name:	80 North Terrace Bankstown Project Boundary Environmental Review
Prepared by:	Ted Zhang (JHLOR)
Prepared for:	Sydney Metro
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Environmental Review

1. Proposed works and justification

An environmental review is applicable to design changes which are consistent with the conditions of approval and would have negligible impacts on the community and/or the environment. This environmental review is required to demonstrate compliance with the conditions of approval. A description of activities is listed in Table 1 and an assessment provided in Section 2.

Table 1 Description of proposed works

Description	Overview
Location of works	80 North Terrace Bankstown, Lot 18, 19 and 20 in Deposited Plan 15958
Scope of works	<p>Undertake construction work outside the Project EIS boundary to complete the Bankstown Precinct Works as per the Approved for Construction (AFC) design and in accordance with the SWM3 Site Access Schedule (Schedule D1 - land ST0-1).</p> <p>Sydney Metro has a construction lease for the site that was acquired by compulsory processes under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 (Government gazette number 52 - Compulsory Acquisitions Friday, 10 February 2023).</p> <p>The scope of works in the subject area is as follows;</p> <ul style="list-style-type: none"> • Minor vegetation clearing • Non-destructive digging (NDD) existing services and survey for class A purposes • Diversion of Water and Sewer pipes for current offices at Bankstown • Erection of new site hoarding/ fencing • Local regrading of existing ground/ creating of hardstands • Construction of the new station related elements; paving landscaping and kerbside facilities
Justification for works	JHLORJV are required to undertake construction work outside the Project EIS boundary to complete the Bankstown Precinct Works as the AFC design has progressed beyond the concept design and is in accordance with the SWM3 Site Access Schedule (Schedule D1 - land ST0-1).
Timeframe for works	Hoarding, utility investigation/relocation and minor clearing works is proposed to commence in June 2024 and to occur for approximately three months. The paving landscaping and kerbside facilities works are proposed to occur outside the project boundary until 2026. Hoarding will remain in place for the duration of the works.
Work hours, workforce and equipment / machinery	<p>Works would occur during standard working hours, as well as Out of Hours (OOH). Several elements of these works would need to be completed during a rail possession('s).</p> <p>As such OOH work may occur under the Contractors Environmental Protection License (License No. 21147)</p> <p>Equipment may include (but not be limited to) the following plant and equipment: Excavators, mobile cranes, light towers, elevated work platforms</p>

(EWPs), compaction equipment, hand tools, grinders, welding equipment, telehandlers, generators

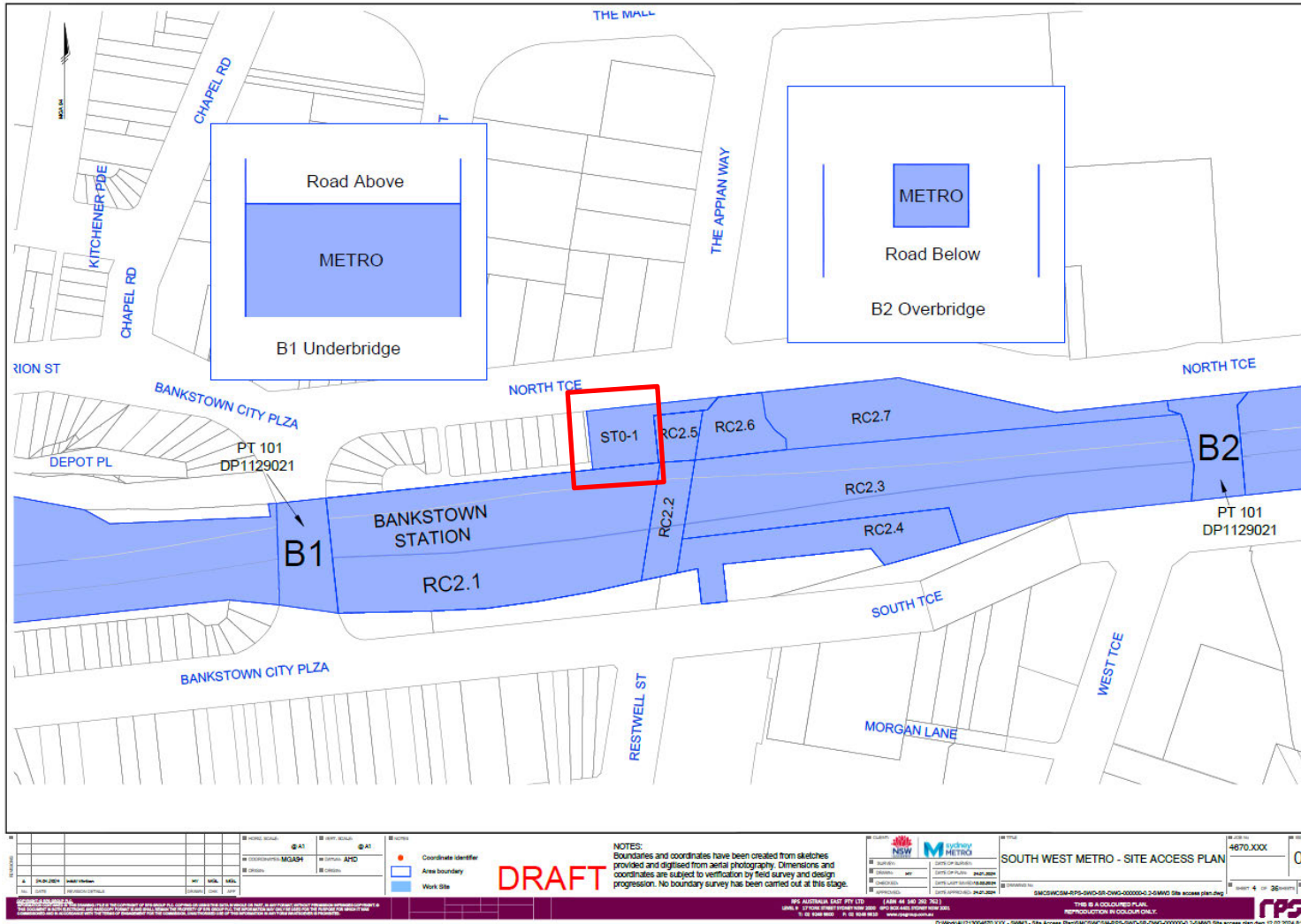


Figure 1 SWM3 contract Schedule D1 ST0-1

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Figure 2 Location of work area

Note: The proposed area falls entirely within Sch D1, ST0-1

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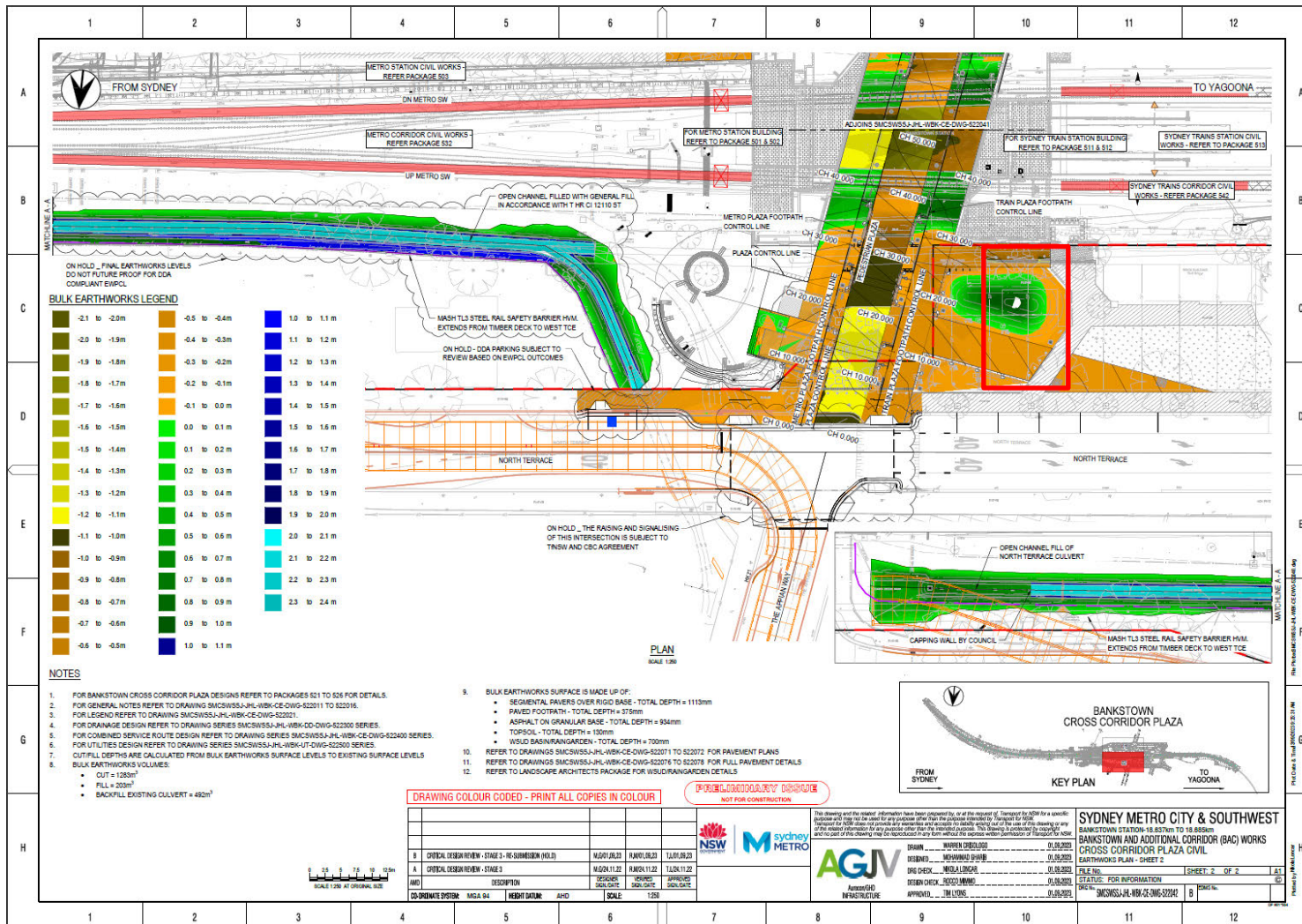


Figure 3 Cut/ fill mapping for Bankstown

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2. Consistency with Conditions of Approval

The following table outlines whether the proposed changes would be consistent with the relevant Conditions of Approval.

Table 2 Comparison of the proposal with relevant elements of the Approved Project

Relevant elements of the Approved Project	Proposed Change
<p>Sydney Metro City & Southwest, Bankstown Station Modification Report.</p> <p>Refer to Figure 1.1 Bankstown Station - indicative layout of key design elements -Approved Project</p> <p>And</p> <p>Figure 5.1 Bankstown Station - indicative layout of key design elements</p> <p>The (indicative) concept design construction footprint was used as the Approved Project Boundary (referred to as Project Area).</p> <p>The Approved for Construction (AFC) design has progressed beyond the concept design construction footprint and as such the Project Boundary, therefore, works are required to be undertaken outside of the Project Boundary to complete the construction of the Bankstown Precinct Works.</p>	<p>No additional impacts are likely to result from works occurring outside the Project Boundary. As such the proposed works will be carried out in accordance with the terms of the Project Approval and generally in accordance with the description of the CSSI. No additional safe guards are required.</p>
<p>The approved project (SSI 8256) allows for utility works to occur outside the project boundary.</p> <p>Sydney Metro City & Southwest, Bankstown Station Submissions and Preferred Infrastructure Report (SPIR)</p> <p>S2.9.4 Utilities such as water, power, sewer and telecommunications would need to be supplied to work areas. Generally, these utilities are located close to the sites (such as the adjacent footpath) and the supply is considered 'business as usual' for utility companies. The proposed approach to utilities management is described in Section 2.10.</p>	<p>Consistent with SPIRs. No proposed change.</p>

3. Environmental review

The following table provides a risk review of the potential environmental impacts of the proposed works.

Table 3 Environmental review

Environmental review	Yes / No	Description of impacts (including consideration of safeguards required by the Approved Project)
Is the proposal to take place outside of the construction footprint of the project	Yes	<p>Sydney Metro City & Southwest, Bankstown Station Modification Report.</p> <p>Refer to Figure 1.1 Bankstown Station - indicative layout of key design elements -Approved Project</p> <p>And</p> <p>Figure 5.1 Bankstown Station - indicative layout of key design elements</p> <p>The (indicative) concept design construction footprint was used as the Approved Project Boundary (referred to as Project Area).</p> <p>The Approved for Construction (AFC) design has progressed beyond the concept design construction footprint and as such the Project Boundary, therefore, works are required to be undertaken outside of the Project Boundary to complete the construction of the Bankstown Precinct Works.</p> <p>No additional impacts are likely to result from works occurring outside the Project Boundary. As such the proposed works will be carried out in accordance with the terms of the Project Approval and generally in accordance with the description of the CSSI. No additional safe guards are required.</p> <p>Landowners consent will be obtained prior to any work commencing outside the Project Boundary. Sydney Metro have leased the land under a government gazette – see Appendix 1 and construction works are required in this additional area.</p>
Is the location of works within the existing EPL premise boundary	No	EPL premise map to be updated
Will the works take longer than 2 weeks to complete.	Yes	Initial works would commence June 2024 for approximately 3 months. All other works would occur in line with the project schedule and hoarding would remain in place until completion.

Does the work require OOHW approval	Yes	<p>Works would occur during standard working hours, as well as Out of Hours (OOH). Several elements of these works would need to be completed during a rail possession('s).</p> <p>As such OOH work may occur under the Contractors Environmental Protection License (License No. 21147) or under Sydney Metro OOHW Protocol as per Condition E25.</p>
Will the works impact an EEC or threatened species	No	No TEC identified in the proposed area.
Will works impact on native vegetation	No	<p>Tree 1647, 1649, 1658 and 1671 are located in the proposed area. All three trees are Exotic Tree (<i>Platanus x hispanica</i>) located in Bankstown station precincts.</p> <p>Tree 1647 is recommended for retain and protect in Appendix C of the JHLOR Tree Impact Assessment (not provided in this document). Tree 1649, 1658 and 1671 is recommended for removal in JHLOR Tree Impact Assessment.</p> <p>No Impact to Native Vegetation.</p>
Will the works impact on habitat trees	No	No habitat trees identified in the proposed area.
Will clearing of non EECs or ground disturbance be of High / moderate condition vegetation. What is the area of impact	No	<p>No clearing or ground disturbance in areas of high or moderate value vegetation will occur.</p> <p>Vegetation identified in the proposed area are Exotic Tree (<i>Platanus x hispanica</i>).</p> <p>Comply with mitigation measures as stated within the Tree Report, CEMP and CEMP sub-plans.</p>
Will the works result in medium / high noise or vibration impacts Will noise and vibration impacts on sensitive receivers be greater than that predicted in the EIA	No	<p>There are no residential sensitive receivers within 200m radius. The closest business/commercial sensitive receiver is about 20m away from the proposed works. Works would be minor in nature with the majority of noisy works occurring in June 2024 for approximately 3 months</p> <p>All work outside of standard construction hours to be assessed under an OOHW Approval or in accordance with the EPL.</p> <p>Additional Mitigation Measures as per the Construction Noise and Vibration Strategy (i.e. community consultation and notifications). The works will comply with mitigation measures as stated within the CEMP, CEMP sub-plans and CTMP.</p>
Will the works result in medium/ high air quality impacts	No	No change from the approved project. Comply with mitigation measures as stated within the CEMP and CEMP sub-plans.
Will the activity be located adjacent to or in close proximity to sensitive receivers	Yes	There are no residential sensitive receivers within 200m radius. The closest business/commercial sensitive receiver is about 20m away from the proposed works. However the works would be minor in nature with the majority of noisy works occurring in June 2024 for approximately 3 months.

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		The works are not expected to exceed noise levels predicted in the planning approval.
Would there be additional impact from what was predicted in the EIS on an Aboriginal / Historic heritage site as a result of the works	No	<p>No change from the approved project. The proposed works are outside of the Bankstown Station heritage curtilage and the European Archaeological Management Zones (AMZs).</p> <p>No previously registered Aboriginal sites were located within the project area. Two areas of Potential Archaeological Deposit (PAD) were located during the site survey for the EIS study, but these are outside the S2B project area, near Belmore and Punchbowl Stations. The remainder of the EIS project area was found to have low Aboriginal archaeological potential and significance.</p>
Are works within 10m of a watercourse	No	There are no watercourses within 10m radius. The nearest open storm water culvert is located about 60m away.
Are works in an area of known contamination	No	<p>No change from the EIS and SPIR.</p> <p>There is no known contamination in the proposed area.</p> <p>North Terrace carpark at Bankstown Station is a known petrol station site and has potential for contamination of medium risk and is located about 70m away.</p> <p>Unexpected finds procedure will be used. Any spoil generated will be classified in accordance with the NSW EPA Waste Classification Guidelines, 2014 and disposed of in an appropriately licenced facility.</p>
Will the works result in temporary or long-term traffic impacts	No	<p>Comply with all CoA and REMMs as allocated under the Staging Report.</p> <p>Maintain footpath access and implement any additional controls (traffic controllers, signage etc. based on the works). Implement any additional mitigation measures as agreed with traffic control group (TCG) / traffic and transport liaison group (TTLG). Implementation of control measures as per the CEMP and construction traffic management plan (CTMP).</p>
Will the works result in visual impacts to sensitive receivers	No	<p>There are no sensitive residential receivers within a 200m radius, but commercial receivers are located nearby.</p> <p>Vehicles, equipment, plant, signage and barricading will be visible in accordance with the requirements of the contract and the conditions of approval. No change from the approved project. Control measures would be implemented as per the CEMP and the visual amenity management plan (VAMP).</p>
Will the works involve significant earthworks	No	Refer to Figure 3 - Cut/ fill mapping for Bankstown above, minor levelling earthworks will happen in the proposed area as well as utility investigation/relocation works involving NDD.

4. Recommendation

Based on the above assessment, including the conditions of approval and associated CEMP and plans, it is recommended that:

X	<p>The proposed design/construction change is consistent with the Approved Project including the conditions of approval,</p> <ul style="list-style-type: none"> • Sydney Metro City & Southwest - Sydenham to Bankstown (SSI 8256) • Sydney Metro City & Southwest - Sydenham to Bankstown Modification 1 <p>has negligible impacts on the community and environment and no further assessment is required.</p>
	<p>The proposed design/construction change is likely to be consistent with the Approved Project,</p> <ul style="list-style-type: none"> • Sydney Metro City & Southwest - Sydenham to Bankstown (SSI 8256) • Sydney Metro City & Southwest - Sydenham to Bankstown Modification 1 <p>however more than a negligible impact on the community and environment may result and further assessment in the form of a Planning Approval Consistency Assessment form is required to be completed and submitted to the Planning team for the proposed design/ construction change.</p>
	<p>The proposed design/ construction change is not substantially the same as the Approved Project and is considered a radical transformation. A new planning pathway should be considered.</p>

5. Certification

The above information provides a true and fair review of the proposed works.

Prepared by (signed):

张正一

Date: 11/06/2024

Name: Ted Zhang

Position: Environmental Coordinator


6. Endorsement

I have reviewed the above review and provide the following endorsement:

✓	<p>The proposed design/construction change is consistent with the</p> <ul style="list-style-type: none"> • Sydney Metro City & Southwest - Sydenham to Bankstown (SSI 8256) • Sydney Metro City & Southwest - Sydenham to Bankstown Modification 1 <p>has negligible impacts on the community and environment and no further assessment or modification of the planning approval is required.</p>
	<p>The proposed design/construction change is consistent with the</p> <ul style="list-style-type: none"> • Sydney Metro City & Southwest - Sydenham to Bankstown (SSI 8256) • Sydney Metro City & Southwest - Sydenham to Bankstown Modification 1 <p>however more than negligible impacts are expected on the community and environment and further assessment is required.</p>
	<p>The proposed design/construction change constitutes a project modification and requires further assessment and approval.</p>

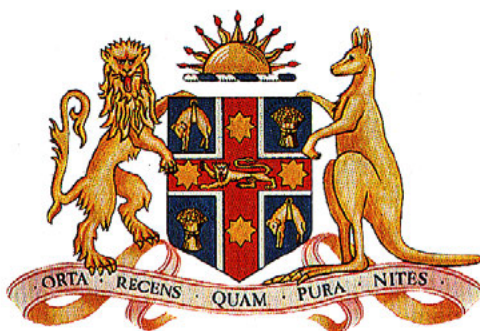
This endorsement is conditional on the following:

1. All works will be carried out in accordance with the
 - Sydney Metro City & Southwest - Sydenham to Bankstown (SSI 8256)
 - Sydney Metro City & Southwest - Sydenham to Bankstown Modification 1
 and the Project Conditions of Approval and REMMs.
2. All works will be carried out in accordance with the approved Construction Environmental Management Plan and any relevant sub plans.

Signed:	
Endorsed by:	Cathy LeStrange A/Snr Manager Planning Approvals
Date:	11/06/2024

Appendix 1

Government Gazette Number 52–Compulsory Acquisitions Friday, 10 February 2023



Government Gazette

of the State of

New South Wales

Number 52—Compulsory Acquisitions

Friday, 10 February 2023

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

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

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

SYDNEY METRO

TRANSPORT ADMINISTRATION ACT 1988
LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

NOTICE OF COMPULSORY ACQUISITION OF INTEREST IN LAND FOR THE
PURPOSES OF THE TRANSPORT ADMINISTRATION ACT 1988

Sydney Metro by its delegate declares, with the approval of Her Excellency the Governor, that the easement described in the Schedule 1 below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW) 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

Easement for maintained assets variable width limited in stratum on the terms set out in Schedule 2, and over that part of that piece or parcel of land situated at Waterloo in the Local Government Area of the City of Sydney, Parish of Alexandria and County of Cumberland, being that part of:

1. Raglan Street and Cope Street being the land comprised in Conveyance Book 13 No's 703 and 706 dated 14 May 1847 shown as (B) on DP1287668 in respect of which stratum note SN1 applies;
2. Cope Street being the land comprised in Conveyance Book 13 No's 703 and 706 dated 14 May 1847 shown as (B) on DP1287668 in respect of which stratum note SN2 applies; and
3. Cope Street and Wellington Street being the land comprised in Conveyance Book 13 No's 703 and 706 dated 14 May 1847 shown as (B) on DP1287668 in respect of which stratum note SN3 applies.

EASEMENT FOR MAINTAINED ASSETS VARIABLE WIDTH LIMITED IN STRATUM

1. Easement Summary

This Easement provides the Authority Benefited with a right to install hostile vehicle mitigation measures (such as, but not limited to, bollards) on the Easement Site.

2. Terms of the Easement

2.1 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 any hostile vehicle mitigation measures (such as, but not limited to, bollards) on the Lot Burdened, but only within the Easement Site; and
- (b) do anything reasonably necessary for that purpose, including (without limitation):
 - (i) entering the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened; and
 - (iii) carrying out any works, such as constructing, placing, repairing, maintaining or removing the hostile vehicle mitigation measures and equipment.

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

- (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) mitigate risk of harm to members of the public caused by the activities of the Authority Benefited;
- (c) make good any damage to the Easement Site and Lot Burdened to the extent caused by the Authority Benefited;
- (d) carry out all activities so as to cause as little inconvenience as is reasonably practicable to the Owner of the Lot Burdened;
- (e) take all necessary steps to minimise any adverse interference caused by the Authority Benefited to the Owner of the Lot Burdened; and
- (f) comply with all relevant laws relating to the exercise of those rights.

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 that may interfere with the effective operation of the hostile vehicle mitigation measures;
- (b) installing or permitting to be installed any Services or Structures within the Easement Site; 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.

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

The provisions of clause 7 (General) apply to the Easement to the extent relevant.

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

The Authority Benefited

7. **General**

7.1 **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.

7.2 **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.

7.3 **Definitions**

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

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

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

Conditions means the conditions contained in each Easement, excluding the section titled "Easement summary" and including the general provisions set out in this clause 7.

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

Easement Site means the easement site described in Schedule 1 of the Acquisition Notice.

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

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.

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.

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 the Schedules below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by section 38C and clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

PETER REGAN
Chief Executive
Sydney Metro

SCHEDULE 1

An easement for rock anchors on the terms set out in Schedule 2, and over that part of that piece or parcel of land situated at Waterloo, in the Local Government Area of Sydney, Parish of Alexandria and County of Cumberland, being that part of Lot 2 in Deposited Plan 217386, shown marked "(Y)" on Deposited Plan 1278252.

SCHEDULE 2

1. EASEMENT FOR ROCK ANCHORS

1.1 Easement summary

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

1.2 Terms of the Easement

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

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

1.3 Expiry of the Easement

- (a) At any time after 31 December 2022, the Owner of the Lot Burdened may notify the Authority Benefited in writing that the Owner of the Lot Burdened intends to cut or de-stress the Rock Anchors for the purpose of redevelopment of the Lot Burdened.
- (b) As soon as practicable after the date on which the Rock Anchors are cut or de-stressed, the Owner of the Lot Burdened must provide written evidence to the reasonable satisfaction of the Authority Benefited that the Rock Anchors have been cut or de-stressed (including any other information the Authority Benefited may reasonably require for this purpose).
- (c) Following receipt of the information referred to in clause 1.3(b) and the Authority Benefited confirming in writing to the Owner of the Lot Burdened that the Authority Benefited is satisfied that the Rock Anchors have been cut or de-stressed, this Easement will expire on the date of such confirmation.
- (d) If this Easement has expired under clause 1.3(c):
 - (i) the Owner of the Lot Burdened and the Authority Benefited must, if requested by the other party, take all reasonable steps to remove this Easement from the title of the Lot Burdened as soon as practicable, including preparing and executing all necessary documents and producing the relevant certificates of title at Land Registry Services NSW; and
 - (ii) whether or not the Easement has been removed from the title of the Lot Burdened under clause 1.3(d)(i), the Owner of the Lot Burdened may at any time after the Easement has expired under clause 1.3(c), at its risk and cost, cut the Rock Anchors at any location within the Easement Site and otherwise deal with any part of the Rock Anchors within the Easement Site as the Owner of the Lot Burdened sees fit.
- (e) For the avoidance of doubt, nothing in this Easement requires the Authority Benefited to de-stress, cut or remove any Rock Anchors installed on the Easement Site.

1.4 **Incorporation of definitions and interpretation clauses**

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

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

The Authority Benefited.

2. **GENERAL**

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

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

2.2 **Conditions**

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

2.3 **Definitions**

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

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

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

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

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

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

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

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

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

Owners Corporation means an owners corporation constituted under the *Strata*

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

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

(Sydney Metro Document Number: SM-22-001672)

TRANSPORT ADMINISTRATION ACT 1988

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

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

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

PETER REGAN
Chief Executive
Sydney Metro

SCHEDULE 1

A construction lease on the terms set out in Schedule 2 over the land situated in the Local Government Area of Canterbury-Bankstown, Parish of Bankstown and County of Cumberland which is shown as Lot 1 in DP1291187 and Lots 1-7 (inclusive) in DP1291590, comprising:

- Certificate of Title Volume 4450 Folio 152;
- Lot A in Deposited Plan 398156;
- Lot B in Deposited Plan 398156;
- Lot 19 in Deposited Plan 15958;
- Lot 18 in Deposited Plan 15958;
- Lot 21 in Deposited Plan 15958;
- Lot 20 in Deposited Plan 15958;
- Certificate of Title Volume 2295 Folio 244;
- Conveyance Book 975 No. 908;
- Part Lot 2 in Deposited Plan 1169382;
- Part Lot 3 in Deposited Plan 1169382; and
- Part Lot 1 in Deposited Plan 182368.

SCHEDULE 2

Terms of Construction Lease



Construction Lease

Sydney Metro

ABN 12 354 063 515

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PARTIES:

- (1) The owner of the Premises (**Landlord**); and
- (2) Sydney Metro (ABN 18 804 239 602) a NSW Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW) of Level 43, 680 George Street, Sydney NSW 2000 (**Sydney Metro**).

RECITALS

- (A) Sydney Metro requires access to the Premises for the Permitted Use for the purposes of the Project.
- (B) Sydney Metro has compulsorily acquired a lease on the terms of this document from the Landlord in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW).

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this document:

Business Day means any day other than:

- (a) a day that is a Saturday, Sunday or public holiday generally in Sydney; or
- (b) 27, 28, 29, 30 or 31 December.

Claim means any claim, action, demand or proceeding for payment of money (including damages):

- (a) under, arising out of, or in any way in connection with, this lease; and
- (b) otherwise at law including:
 - (i) under or for breach of any statute;
 - (ii) in tort for negligence or otherwise, including negligent misrepresentation; or
 - (iii) for restitution, including restitution based on unjust enrichment.

Commencing Date means the date on which the acquisition notice in respect of this lease is published in the Government Gazette.

Contractor means the contractor or contractors, as the case may be, engaged by Sydney Metro from time to time to carry out the Works.

Dilapidation Report means the report prepared by Sydney Metro prior to Sydney Metro accessing the Premises pursuant to this lease that details the condition of the Premises as at that date.

Government Authority includes any governmental or semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, Minister, officer, statutory corporation or instrumentality.

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

GST Law means the same as "GST law" means in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Law means:

- (a) Commonwealth, New South Wales or local government legislation including regulations, by-laws and other subordinate legislation;
- (b) principles of law or equity established by decisions of courts; and
- (c) any approvals (including any condition or requirement under them).

Permitted Use means investigation, design, construction, testing, commissioning and access for the purpose of carrying out the Project.

Premises means:

- (a) Lot 1 in DP1291187; and
- (b) Lots 1-7 (inclusive) in DP1291590.

Project means the Sydney Metro City & Southwest project.

Sydney Metro's Agents means:

- (a) Sydney Metro's employees, officers, consultants, agents, contractors and invitees or any of them;
- (b) the Contractor; and
- (c) the Contractor's employees, officers, consultants, agents, contractors and invitees or any of them.

Term means the term of the lease granted pursuant to this document, beginning on the Commencing Date and ending on the earlier of:

- (a) the Terminating Date; and
- (b) such earlier date as determined in accordance with clause 8.

Terminating Date means 30 November 2024.

WHS Act means the *Work Health and Safety Act 2011* (NSW).

WHS Legislation means legislation relating to health and safety at work including:

- (a) the WHS Act; and
- (b) the WHS Regulation.

WHS Regulation means the *Work Health and Safety Regulation 2017* (NSW).

Works means any works carried out on the Premises by Sydney Metro or its Contractors.

1.2 Interpretation

In this lease:

- (a) headings are for convenience only and do not affect interpretation; and

- (b) the following rules apply in interpreting this lease unless the context makes clear a rule is not intended to apply:
- (i) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
 - (ii) **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;
 - (iii) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
 - (iv) a reference to a document (including this lease) is to that document as varied, novated, ratified or replaced from time to time;
 - (v) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
 - (vi) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
 - (vii) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this lease, and a reference to this lease includes all schedules, exhibits, attachments and annexures to it;
 - (viii) 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;
 - (ix) **includes** in any form is not a word of limitation;
 - (x) a reference to **\$** or **dollar** is to Australian currency; and
 - (xi) terms defined in the GST Law have the same meaning in this document unless the context otherwise requires.
 - (xii) if a party is a member of a GST group, references to GST which the party must pay and to input tax credits which the party is entitled to claim include GST which the representative member of the GST group of which the party is a member must pay and input tax credits to which the representative member is entitled.

1.3 **Business Day**

If the day on or by which anything is to be done under this lease is not a Business Day, that thing must be done no later than the next Business Day.

1.4 **Excluding liability**

Any provision of this lease which seeks to limit or exclude a liability of a party is to be construed as doing so only to the extent permitted by law.

1.5 **Exclusion of implied covenants and powers**

The covenants and powers implied by section 84, section 84A, section 85, section 86, section 132, section 133, section 133A and section 133B of the *Conveyancing Act 1919* (NSW) do not apply to this lease.

2. **SYDNEY METRO'S OBLIGATIONS**

2.1 **Permitted Use**

Sydney Metro must use the Premises only for the Permitted Use.

2.2 **Utilities and services**

Sydney Metro must pay all costs for the supply of any services consumed by it on the Premises during the Term.

2.3 **Handover obligations**

- (a) On or before the end of the Term, Sydney Metro will:
 - (i) vacate the Premises and remove from the Premises all its property, scaffolding, loose materials, waste and rubbish;
 - (ii) return the Premises to the Landlord:
 - (A) in a condition commensurate with the condition it was in at the Commencing Date or as otherwise agreed by the parties; and
 - (B) in a condition that satisfies the requirements of any consent or approval granted under the *Environmental Planning and Assessment Act 1979* in respect of the Works that apply to the Premises.
- (b) If the parties have entered into a further lease for the Premises which commences immediately after the end of the Term, then clause 2.3(a) will apply at the end of the term of the further lease.
- (c) The Landlord and Sydney Metro acknowledge and agree that:
 - (i) the infrastructure and landscaping located on the Premises at the Commencing Date will be demolished and/or removed by Sydney Metro; and
 - (ii) unless otherwise agreed in writing between the parties, Sydney Metro will reinstate the infrastructure and landscaping in a condition equivalent to the condition detailed in the Dilapidation Report when this lease ends.

3. **COMPLIANCE WITH LAWS AND WHS REQUIREMENTS**

3.1 **Compliance with Laws**

Sydney Metro must, and must procure that the Contractor will, at all times fully comply with all Laws in any way affecting or applicable to the Works.

3.2 **Principal Contractor**

- (a) In this clause 3.2, the terms "construction work", "construction project", "principal contractor" and "workplace" have the same meanings given to those terms under the WHS Legislation.

- (b) Without limiting Sydney Metro's obligations under any other provision of this lease:
- (i) to the extent that the work under this lease or any contract or subcontract relating to the Works includes construction work, Sydney Metro:
 - (A) is, for the purpose of Chapter 6 of the WHS Regulation, a person conducting a business or undertaking that has commissioned the construction project(s) that form the whole or part of the work under this lease, the contract or subcontract;
 - (B) will engage the Contractor (as notified to the Landlord by Sydney Metro) in accordance with clause 293(2) of the WHS Regulation as the principal contractor for the work under this lease, the contract or subcontract; and
 - (C) will authorise the Contractor to have management and control of each workplace at which the work under this lease, the contract or subcontract is to be carried out and to discharge the duties of a principal contractor under the WHS Legislation; and
 - (ii) Sydney Metro will procure that the Contractor accepts the engagement as principal contractor and agrees to discharge the duties imposed on a principal contractor by the WHS Legislation,
and the Contractor's engagement and authorisation as a principal contractor will continue:
 - (iii) subject to clause 3.2(b)(iv), until completion of the works (unless sooner revoked by Sydney Metro); and
 - (iv) in respect of any rectification of defects that is construction work, during the period any such work is carried out.

3.3 **Work Health and Safety**

Sydney Metro must carry out any works on the Premises:

- (a) safely and in a manner that does not put the health and safety of persons at risk;
and
- (b) in a manner that protects property.

4. **QUIET ENJOYMENT AND RIGHTS OF INSPECTION**

Subject to Sydney Metro complying with its obligations under this lease, Sydney Metro may occupy the Premises during the Term without interference from the Landlord.

5. **RISK AND INDEMNITY**

- (a) Sydney Metro enters, occupies, uses and keeps the Premises, and Sydney Metro's Agents are permitted to access, occupy, use and keep the Premises, at the risk of Sydney Metro.
- (b) Sydney Metro must indemnify the Landlord against:
 - (i) the loss, destruction or damage of any of the Landlord's real or personal property; or

(ii) any claim against the Landlord or liability the Landlord may have to third parties in respect of or arising out of or in connection with:

(A) any illness, personal injury to, or death of, any person; or

(B) the loss, destruction or damage of any real or personal property,

to the extent caused by, arising out of, or in any way in connection with, the construction of the Works or any failure by Sydney Metro to comply with its obligations under this lease, except to the extent caused or contributed to by the act or omission of the Landlord or the Landlord's employees, agents, contractors or officers.

(c) Sydney Metro has no liability, nor will the Landlord be entitled to make any Claim against Sydney Metro or Sydney Metro's Agents in respect of:

(i) loss of income, loss of revenue, loss of profit, loss of financial opportunity, loss of business or loss of business opportunity, loss of contract, loss of goodwill, loss of use or loss of production (whether the loss is direct or indirect); or

(ii) direct or indirect financing costs,

whether present or future, fixed or unascertained, actual or contingent incurred or sustained by the Landlord as a result of any act or omission of Sydney Metro (whether negligent or otherwise).

6. **GST**

6.1 **Payment of GST**

If GST is or will be payable on a supply made under or in connection with this document, to the extent that the consideration otherwise provided for that supply under this document is not stated to include an amount in respect of GST on the supply:

(a) the consideration otherwise provided for that supply under this document is increased by the amount of that GST; and

(b) the recipient must make payment of the increase as and when the consideration otherwise provided for, or relevant part of it, must be paid or provided or, if the consideration has already been paid or provided, within seven days of receiving a written demand from the supplier.

6.2 **Tax invoice/adjustment note**

The right of the supplier to recover any amount in respect of GST under this document on a supply is subject to the issuing of the relevant tax invoice or adjustment note to the recipient within the time period within which the recipient is otherwise entitled to the relevant input tax credits.

6.3 **Change in the GST Law**

If the GST Law changes (including without limitation as a result of a change in the GST rate) after the date of this document, any consideration that expressly includes GST must be adjusted to reflect the change in the GST Law.

6.4 **Indemnities and reimbursement**

- (a) Costs actually or estimated to be incurred or revenue actually or estimated to be earned or lost by a party that is required to be reimbursed or indemnified by another party or used as the basis for calculation of consideration for a supply under this document must exclude the amount of GST referable to the cost to the extent to which an entitlement arises or would arise to claim an input tax credit and in relation to revenue must exclude any amount in respect of GST referable to the revenue.
- (b) The parties each indemnify the other against all GST, and losses, liabilities and expenses (including legal liabilities on a full indemnity basis) that the other incurs (directly or indirectly) as a result of a breach of a warranty or other provision in this document relating to GST.

7. **FURTHER LEASE**

7.1 **Parties to negotiate**

If Sydney Metro gives the Landlord a notice before the Terminating Date that it requires a further lease over the Premises for the purposes of the Project, the parties will negotiate in good faith to agree the terms of that further lease.

7.2 **Holding over**

If the Landlord has not granted Sydney Metro a new lease of the Premises as contemplated under clause 7.1 and Sydney Metro continues to occupy the Premises after the Terminating Date with the Landlord's consent, Sydney Metro occupies the Premises under a monthly lease that:

- (a) either party may terminate on 1 month's notice ending on any day by giving notice in writing to the other; and
- (b) is on the same terms as this lease (with any changes appropriate to a monthly lease).

8. **TERMINATION**

- (a) Sydney Metro may terminate this lease at any time during the Term by giving the Landlord one month's prior written notice specifying the date that the lease will come to an end (the **Surrender Date**).
- (b) With effect from but not including the Surrender Date:
 - (i) Sydney Metro, as beneficial owner, surrenders Sydney Metro's interest in this lease and the Premises to the Landlord; and
 - (ii) the Landlord accepts that surrender.
- (c) On or before the Surrender Date, Sydney Metro must leave the Premises and return the Premises to the Landlord in the condition required by clause 2.3.
- (d) With effect from the Surrender Date, each party releases the other from any liability relating to events or circumstances occurring or arising after the Surrender Date.

9. **GENERAL**

9.1 **Governing law**

This lease is governed by and must be construed according to the law applying in New South Wales.

9.2 **Sydney Metro and the Landlord as public authorities**

The Landlord and Sydney Metro acknowledge and agree that nothing in this lease will in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of either of Sydney Metro or the Landlord (if applicable) to exercise any of its functions and powers pursuant to any legislation.

(Sydney Metro Document Number: BN-SM-22-001741)

TRANSPORT ADMINISTRATION ACT 1988

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

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

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

PETER REGAN
Chief Executive
Sydney Metro

SCHEDULE 1

An easement for scaffolding on the terms set out in Schedule 2, and over that part of that piece or parcel of land situated at Sydney, in the Local Government Area of Sydney, Parish of St James and County of Cumberland, being that part of the Common Property in Strata Plan 68274, shown marked "(B)" in Drawing No. SMCSWSPN-RPS-PSN-SR-DWG-000004-C - 250 Pitt St, a copy of which is set out in Schedule 3.

SCHEDULE 2

1. EASEMENT FOR SCAFFOLDING

1.1 Easement summary

This Easement provides the Authority Benefited with a right to install and use scaffolding in the Easement Site at all times until the expiry of the Easement pursuant to clause 1.3.

1.2 Terms of the Easement

- (a) The Owner of the Lot Burdened grants to the Authority Benefited full, free and unimpeded right for the Authority Benefited to:
 - (i) enter on, pass and repass over and to encroach on the Easement Site at all times with or without Equipment for the Permitted Purpose until expiry of this Easement under clause 1.3; and
 - (ii) do anything reasonably necessary for that purpose including:
 - (A) entering the Easement Site; and
 - (B) taking anything on to the Easement Site.
- (b) In exercising its rights under this Easement, the Authority Benefited must:
 - (i) prior to installing Scaffolding in the Easement Site, provide the Owner of the Lot Burdened with details of the extent of the Scaffolding, including access paths through and around the Scaffolding where there may be an impact on access to the Lot Burdened;
 - (ii) ensure that the Scaffolding installed in the Easement Site is maintained in good repair and in a safe condition;
 - (iii) maintain adequate safety arrangements in respect of the Easement Site to:
 - (A) mitigate risk of harm to members of the public caused by the activities of the Authority Benefited; and
 - (B) maintain adequate safety arrangements in respect of the Scaffolding to secure any relevant building from being accessed from any part of the Scaffolding;
 - (iv) make good any damage to the Easement Site, Lot Burdened and Building to the extent caused by the Authority Benefited;
 - (v) carry out all activities so as to cause as little inconvenience as is reasonably practicable to the Owner of the Lot Burdened or any Occupier;
 - (vi) take all necessary steps to minimise any adverse interference caused by the Authority Benefited to the Owner of the Lot Burdened or any Occupier; and
 - (vii) comply with all relevant laws relating to the exercise of those rights.
- (c) Any Existing Building Structures and services on or in the Easement Site must not be removed or damaged by the Authority Benefited or its Authorised Users and must be

protected by the Authority Benefited and its Authorised Users from damage caused by the exercise of any rights pursuant to the Easement.

1.3 Expiry of the Easement

- (a) As soon as practicable after the date on which the Authority Benefited no longer requires the rights under this Easement, the Authority Benefited must:
 - (i) remove the Scaffolding from the Easement Site; and
 - (ii) notify the Owner of the Lot Burdened in writing.
- (b) This Easement will expire on the earlier to occur of:
 - (i) 31 May 2023; and
 - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under clause 1.3(a)(ii).
- (c) If this Easement has expired under paragraph (b), the Owner of the Lot Burdened and the Authority Benefited must take all reasonable steps to remove this Easement from the title of the Lot Burdened as soon as practicable, including preparing and executing all necessary documents and producing the relevant certificates of title at Land Registry Services NSW.

1.4 Incorporation of definitions and interpretation clauses

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

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

The Authority Benefited.

2. GENERAL

2.1 Exercise of the benefit of the Easement

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

2.2 Conditions

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

2.3 Definitions

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

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

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

Building means the building and other structures (or any part of the building or other structures) on the Lot Burdened from time to time.

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

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

Easement Site means the easement site described in Schedule 1 of the Acquisition Notice.

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

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.

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

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

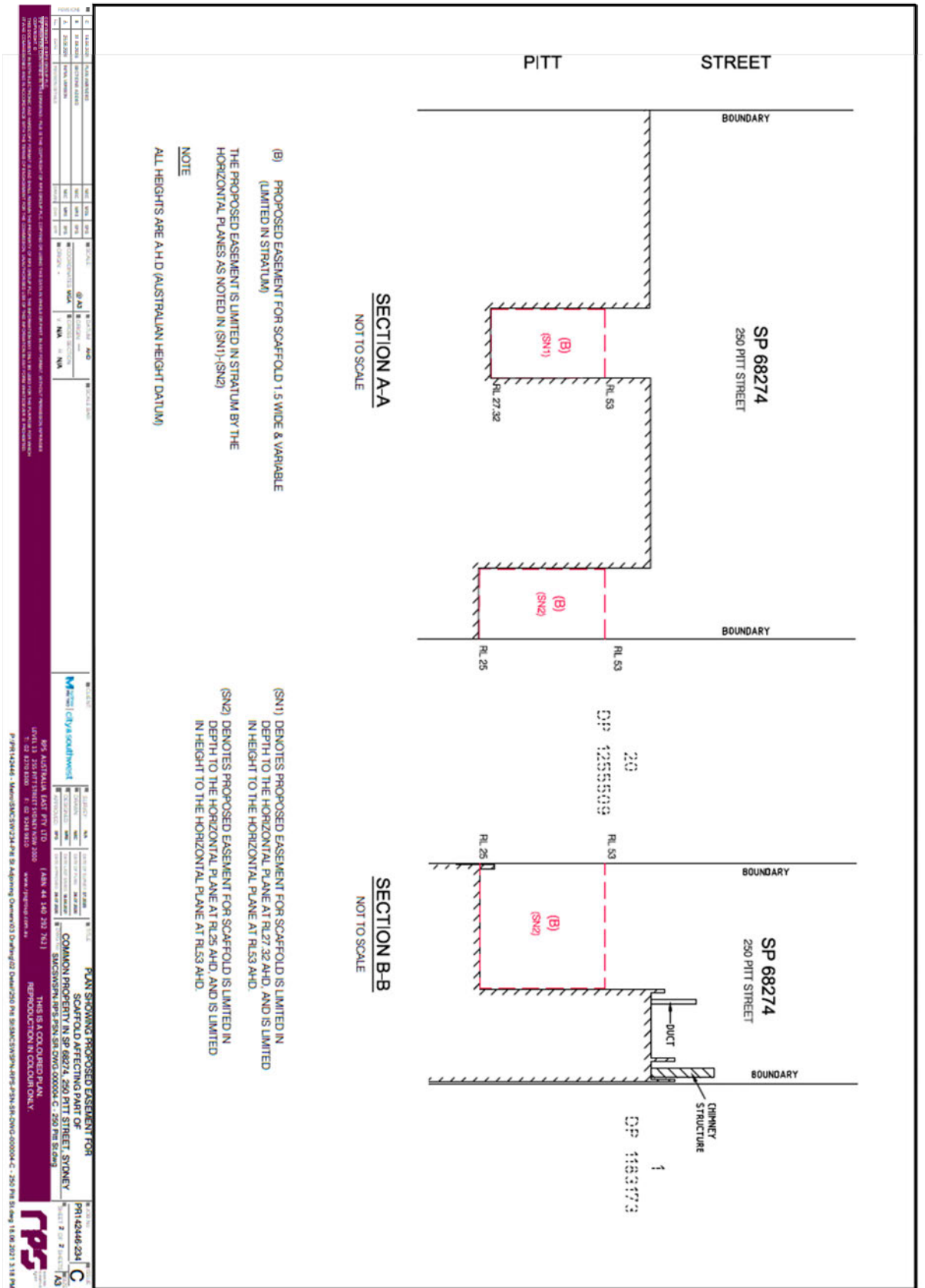
Owners Corporation means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW) or community association constituted under the *Community Land Development Act 1989* (NSW) and any similar body corporate serving the same functions and purposes as an owners corporation or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

Permitted Purpose means installing, maintaining, replacing, dismantling and removing Scaffolding.

Scaffolding means a temporary structure (including access platforms, working platforms, catch platforms, landing platforms, chainmesh, shadecloth mesh and plywood or similar materials) incorporating elements of scaffolding systems as detailed using the principles of engineering design supported on:

- (a) the ground;
- (b) a class B hoarding structure;
- (c) a cantilevered support structure;
- (d) adjacent property roof structure(s); or
- (e) any combination of the above,

as may be applicable, and braced as required using scaffold ties, anchorages and components as determined by relevant principles of engineering design.



(Sydney Metro Document Number: SM-22-001697)

ROADS ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land at Rozelle and Balmain in the Inner West Council Area

Transport for NSW by its delegate declares, with the approval of Her Excellency the Governor, that the land described in the schedules below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* for the purposes of the *Roads Act 1993*.

S A WEBB
Statutory Land Transactions Manager
Transport for NSW

Schedule 1

All those pieces or parcels of land situated in the Inner West Council area, Parish of Petersham and County of Cumberland, shown as:

Lots 5 and 9 Deposited Plan 1285169, being parts of the land in Certificate of Title D/107419;

Lots 6 and 10 Deposited Plan 1285169, being parts of the land in Certificate of Title C/107419;

Lots 7 and 11 Deposited Plan 1285169, being parts of the land in Certificate of Title B/107419;

Lots 8 and 12 Deposited Plan 1285169, being parts of the land in Certificate of Title A/107419;

Lots 11 and 12 Deposited Plan 1285170, being parts of the land in Certificate of Title 1/952626;

Lots 3 and 5 Deposited Plan 1285259, being parts of the land in Certificate of Title 1/218493;

Lots 4 and 6 Deposited Plan 1285259, being parts of the land in Deed of Conveyance Book 180 Number 828;

Lots 3 and 5 Deposited Plan 1285319, being parts of the land in Certificate of Title 9/77987;

Lots 4 and 6 Deposited Plan 1285319, being parts of the land in Certificate of Title CP/SP93550;

Lots 11 and 12 Deposited Plan 1285320, being parts of the land in Certificate of Title 8/716937;

Lots 6 and 11 Deposited Plan 1285439, being parts of the land in Certificate of Title A/438940;

Lots 7 and 12 Deposited Plan 1285439, being parts of the land in Certificate of Title B/438940;

Lots 8 and 13 Deposited Plan 1285439, being parts of the land in Certificate of Title C/438940;

Lots 9 and 14 Deposited Plan 1285439, being parts of the land in Certificate of Title D/438940;

Lots 2 and 3 Deposited Plan 1285445, being parts of the land in Certificate of Title 1/1209889;

Lots 5 and 9 Deposited Plan 1285954, being parts of the land in Certificate of Title 1/216564;

Lots 6 and 10 Deposited Plan 1285954, being parts of the land in Certificate of Title 2/216564;

Lots 7 and 11 Deposited Plan 1285954, being parts of the land in Certificate of Title 2/449226;
Lots 8 and 12 Deposited Plan 1285954, being parts of the land in Certificate of Title 3/449226;
Lots 6 and 7 Deposited Plan 1285975, being parts of the land in Certificate of Title 8/1242916;
Lots 2 and 3 Deposited Plan 1285978, being parts of the land in Certificate of Title 10/1051922;
Lots 11 and 12 Deposited Plan 1285979, being parts of the land in Certificate of Title 6/131;
Lots 2 and 3 Deposited Plan 1286008, being parts of the land in Certificate of Title 3/1107497;
Lots 11 and 12 Deposited Plan 1286009, being parts of the land in Certificate of Title 1/73568;
Lots 8 and 11 Deposited Plan 1286022, being parts of the land in Certificate of Title A/160014;
Lots 9 and 12 Deposited Plan 1286022, being parts of the land in Certificate of Title B/160014;
Lots 10 and 13 Deposited Plan 1286022, being parts of the land in Certificate of Title 1/86211;
Lots 11 and 12 Deposited Plan 1286023, being parts of the land in Certificate of Title 1/1272744;
Lots 21 and 22 Deposited Plan 1286024, being parts of the land in Certificate of Title 112/1107654;
Lots 26 and 31 Deposited Plan 1286042, being parts of the land in Certificate of Title D/438261;
Lots 27 and 32 Deposited Plan 1286042, being parts of the land in Certificate of Title E/438261;
Lots 28 and 33 Deposited Plan 1286042, being parts of the land in Certificate of Title 8/653644;
Lots 29, 30, 34 and 35 Deposited Plan 1286042, being parts of the land in Certificate of Title Auto
Consol 11055-163;
Lots 2 and 3 Deposited Plan 1286056, being parts of the land in Certificate of Title 181/1277146;
Lots 2 and 3 Deposited Plan 1286064, being parts of the land in Certificate of Title 161/1277145;
Lots 6 and 11 Deposited Plan 1286080, being parts of the land in Certificate of Title 14/W/119;
Lots 7 and 12 Deposited Plan 1286080, being parts of the land in Certificate of Title 2/202807;
Lots 8 and 13 Deposited Plan 1286080, being parts of the land in Certificate of Title 1/202807;
Lots 9 and 14 Deposited Plan 1286080, being parts of the land in Certificate of Title X/440746;
Lots 10 and 15 Deposited Plan 1286080, being parts of the land in Certificate of Title Y/440746;
Lots 4 and 7 Deposited Plan 1286084, being parts of the land in Certificate of Title 13/131;
Lots 5 and 8 Deposited Plan 1286084, being parts of the land in Certificate of Title 1/1095703;
Lots 6 and 9 Deposited Plan 1286084, being parts of the land in Certificate of Title 15/942743;
Lots 5 and 9 Deposited Plan 1286222, being parts of the land in Certificate of Title 1/169;
Lots 6 and 10 Deposited Plan 1286222, being parts of the land in Certificate of Title 2/169;

Lots 7 and 11 Deposited Plan 1286222, being parts of the land in Certificate of Title 2/1225372;
Lots 8 and 12 Deposited Plan 1286222, being parts of the land in Certificate of Title 1/1225372;
Lots 3 and 5 Deposited Plan 1286284, being parts of the land in Certificate of Title 200/1276790;
Lots 4 and 6 Deposited Plan 1286284, being parts of the land in Certificate of Title 201/1276790;
Lots 3 and 5 Deposited Plan 1286298, being parts of the land in Certificate of Title 100/626533;
Lots 4 and 6 Deposited Plan 1286298, being parts of the land in Certificate of Title 101/626533;
Lots 3 and 5 Deposited Plan 1286342, being parts of the land in Certificate of Title 1/584458;
Lots 4 and 6 Deposited Plan 1286342, being parts of the land in Certificate of Title 2/584458;
Lots 12 and 14 Deposited Plan 1286467, being parts of the land in Certificate of Title 162/1277145;
Lots 13 and 15 Deposited Plan 1286467, being parts of the land in Certificate of Title 1/82780;
Lots 21 and 22 Deposited Plan 1286468, being parts of the land in Certificate of Title 182/1277146;
Lots 72 and 74 Deposited Plan 1286521, being parts of the land in Certificate of Title X/442458;
Lots 73 and 75 Deposited Plan 1286521, being parts of the land in Certificate of Title Y/442458;
Lots 76 and 77 Deposited Plan 1286522, being parts of the land in Certificate of Title 10/109;
Lots 23 and 25 Deposited Plan 1286720, being parts of the land in Certificate of Title 2/1239390;
Lots 24 and 26 Deposited Plan 1286720, being parts of the land in Certificate of Title 1/1239390;
Lots 33 and 35 Deposited Plan 1286748, being parts of the land in Certificate of Title 16/6/164;
Lots 34 and 36 Deposited Plan 1286748, being parts of the land in Certificate of Title 1/1204293;
Lots 51 and 52 Deposited Plan 1286753, being parts of the land in Certificate of Title 2/6/164;
Lots 6 and 11 Deposited Plan 1286802, being parts of the land in Certificate of Title C/441489;
Lots 7 and 12 Deposited Plan 1286802, being parts of the land in Certificate of Title B/441489;
Lots 8 and 13 Deposited Plan 1286802, being parts of the land in Certificate of Title A/441489;
Lots 9 and 14 Deposited Plan 1286802, being parts of the land in Certificate of Title A/349233; and
Lots 10 and 15 Deposited Plan 1286802, being parts of the land in Certificate of Title B/349233.

Schedule 2

A lease for a specified period of 4 years and 11 months, as described in Memorandum AQ120616 recorded at NSW Land Registry Services, of all that piece or parcel of land situated in the Inner West Council area, Parish of Petersham and County of Cumberland, shown as:

Lot A in TfNSW Sketch No 6015 010 SS 4144-CA, being part of the land in Certificate of Title D/107419;

Lot A in TfNSW Sketch No 6015 010 SS 4145-CA, being part of the land in Certificate of Title C/107419;

Lot A in TfNSW Sketch No 6015 010 SS 4146-CA, being part of the land in Certificate of Title B/107419;

Lot A in TfNSW Sketch No 6015 010 SS 4147-CA, being part of the land in Certificate of Title A/107419;

Lot A in TfNSW Sketch No 6015 010 SS 4148-CA, being part of the land in Certificate of Title 1/952626;

Lot A in TfNSW Sketch No 6015 010 SS 4149-CA, being part of the land in Certificate of Title 9/77987;

Lot A in TfNSW Sketch No 6015 010 SS 4150-CA, being part of the land in Certificate of Title CP/SP93550;

Lot A in TfNSW Sketch No 6015 010 SS 4151-CA, being part of the land in Certificate of Title 8/716937;

Lot A in TfNSW Sketch No 6015 010 SS 4152-CA, being part of the land in Certificate of Title 1/745995;

Lot A in TfNSW Sketch No 6015 010 SS 4153-CA, being part of the land in Certificate of Title 1/811308;

Lot A in TfNSW Sketch No 6015 010 SS 4154-CA, being part of the land in Certificate of Title 1/999931; and

Lot A in TfNSW Sketch No 6015 010 SS 4155-CA, being part of the land in Certificate of Title 1/61018.

(TfNSW Papers: SF2022/165845; RO SF2021/088063)

ROADS ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land
at Waverton in the North Sydney Council Area

Transport for NSW by its delegate declares, with the approval of Her Excellency the Governor, that the land described in the schedule below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* for the purposes of the *Roads Act 1993*.

M KNIBB
Statutory Land Transactions Manager
Transport for NSW

Schedule

All that piece or parcel of land situated in the North Sydney Council area, Parish of Willoughby and County of Cumberland, shown as Lot 102 Deposited Plan 1162896, being the whole of the land in Certificate of Title 102/1162896.

The land is said to be in the possession of Property NSW.

(TfNSW Papers: SF2022/137409; RO SF2019/233974)

EDUCATION ACT 1990

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land for the Purposes of the Education Act 1990.

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

The land is, on publication of this notice, vested in the Minister for Education and Early Learning.

Dated at Sydney

this first day of February 2023

Sarah Mitchell
Minister for Education and Early Learning.

Schedule 1

All of those pieces or parcels of land situated at Box Hill in the Local Government Area of The Hills Shire Council, Parish of Nelson, County of Cumberland being part of Lot 29 in DP 10157 (also known as part of 50 Terry Road, Box Hill), shown as Lot 299 in DP 1285364 in the plan at Schedule 2, and said to be in the ownership of Michael Nicolaou and Rita Maria Nicolaou.

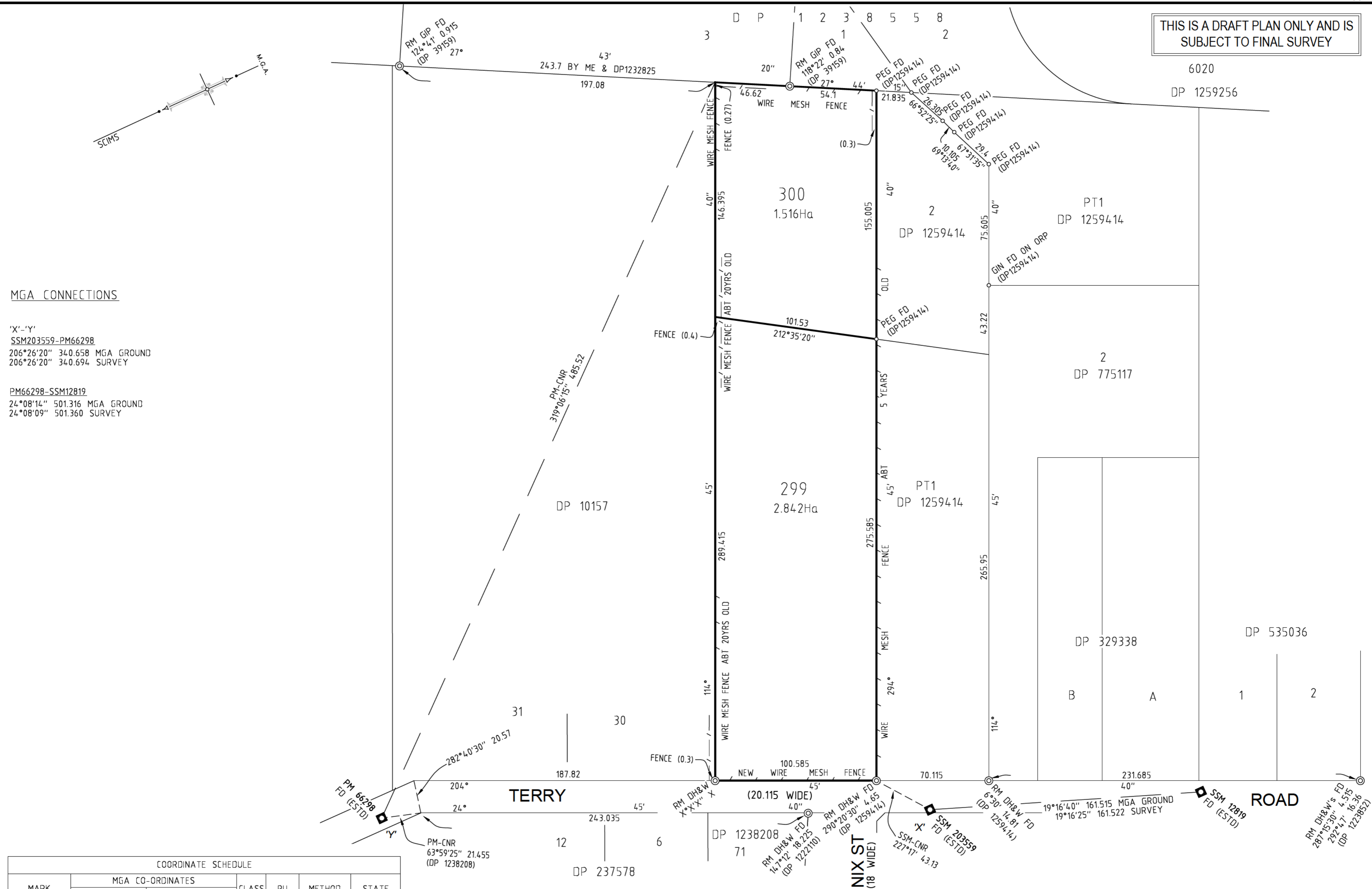
Schedule 2

THIS IS A DRAFT PLAN ONLY AND IS SUBJECT TO FINAL SURVEY

MGA CONNECTIONS

'X'-'Y'
SSM203559-PM66298
206°26'20" 340.658 MGA GROUND
206°26'20" 340.694 SURVEY

PM66298-SSM12819
24°08'14" 501.316 MGA GROUND
24°08'09" 501.360 SURVEY

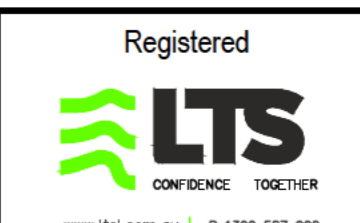


COORDINATE SCHEDULE						
MARK	MGA CO-ORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
PM 66298	305 074.045	6274 595.367	B	0.02	SCIMS	FOUND
SSM 12819	305 279.056	6275 052.879	B	N/A	SCIMS	FOUND
SSM 203559	305 225.729	6274 900.412	D	N/A	SCIMS	FOUND
DATE OF SCIMS COORDINATES: 11-05-2022 MGA ZONE: 56 MGA DATUM: GDA20						
COMBINED SCALE FACTOR: 1.000057						

SURVEYOR
Name: MARQUES DANIEL VICENTE
Date of Survey: DRAFT ONLY
Surveyor's Reference: 51354 003DP

PLAN OF SUBDIVISION OF LOT 29 DP10157

LGA: THE HILLS SHIRE
Locality: BOX HILL
Reduction Ratio 1: 1500
Lengths are in metres.



Pre-Allocated Plan No.
DP1285364