



# *Government Gazette*

of the State of

New South Wales

**Number 335—Compulsory Acquisitions**

**Friday, 23 July 2021**

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LOCAL GOVERNMENT ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

NOTICE OF COMPULSORY ACQUISITION OF LAND

Shoalhaven City Council declares with the approval of Her Excellency the Governor that the land described in Schedule 1 below, excluding the interest 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 sewerage purposes.

Dated at Nowra this fifteenth day of July 2021

Stephen Dunshea  
General Manager

**Schedule 1**

7/1242949

**Schedule 2**

Easement for overhead powerlines 6 wide vide Gov. Gaz 15/12/2006 Fol. 11063 (DP1087855) marked (C) in DP1242949 being part of the land comprised in 7/1242949

**ROADS ACT 1993**

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

Notice of Compulsory Acquisition of Land  
at Jamisontown in the Penrith City 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*.

K DURIE  
Statutory Land Transactions Manager  
Transport for NSW

**Schedule**

All that piece or parcel of land situated in the Penrith City Council area, Parish of Mulgoa and County of Cumberland, shown as Lot 23 Deposited Plan 1264644, being part of the land in Certificate of Title 123/778162.

The land is said to be in the possession of Andan Pty Limited.

(TfNSW Papers: SF2021/014516; RO SF2018/084522)

**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 easements described in Schedule 1 below are 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 Surry Hills, in the Local Government Area of Sydney, Parish of Alexandria and County of Cumberland, being that part of Lot 1 in Deposited Plan 538913, shown marked "(Y)" in Drawing No. NWRLSRT-RPS-SCS-SR-DWG-000048-A -7-13 Randle Lane and "(X)" in Drawing No. NWRLSRT-RPS-SCS-SR-DWG-000044-7-13 Randle Lane, copies of which are set out in Schedule 3.

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 Surry Hills, in the Local Government Area of Sydney, Parish of Alexandria and County of Cumberland, being that part of Lot 1 in Deposited Plan 1201476, shown marked "(X)" in Drawing No. NWRLSRT-RPS-SCS-SR-DWG-000047, a copy of which is set out in Schedule 3.

## SCHEDULE 2

### 1. EASEMENT FOR ROCK ANCHORS

#### 1.1 Easement summary

This Easement provides the Authority Benefited with:

- (a) access to the Easement Site for the purpose of installing Rock Anchors; and
- (b) the right to have the Rock Anchors remain on the Easement Site at all times until expiry of the Easement under clause 1.3.

#### 1.2 Terms of the Easement

- (a) The Owner of the Lot Burdened grants to the Authority Benefited full, free and unimpeded right for the Authority Benefited to:
  - (i) enter on, pass and repass over the Easement Site at all times with or without Equipment for the Permitted Purpose and do anything reasonably necessary for that purpose including:
    - (A) entering the Easement Site; and
    - (B) taking anything on to the Easement Site; and
  - (ii) have the Rock Anchors remain on the Easement Site until expiry of the Easement under clause 1.3, 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.
- (b) In exercising its rights under this Easement, the Authority Benefited must:
  - (i) make good any damage to the Easement Site, Lot Burdened and Building to the extent caused by the Authority Benefited;
  - (ii) carry out all activities so as to cause as little inconvenience as is reasonably practicable to the Owner of the Lot Burdened or any Occupier;
  - (iii) take all necessary steps to minimise any adverse interference caused by the Authority Benefited to the Owner of the Lot Burdened or any Occupier; and
  - (iv) comply with all relevant laws relating to the exercise of those rights.

#### 1.3 Expiry of the Easement

- (a) As soon as practicable after the date on which the Authority Benefited no longer requires the rights under this Easement, the Authority Benefited must:
  - (i) de-stress any stressed Rock Anchors but is not required to remove any Rock Anchors installed on the Easement Site pursuant to this Easement; and
  - (ii) notify the Owner of the Lot Burdened in writing.
- (b) This Easement will expire on the earlier to occur of:

- (i) 31 December 2021; and
  - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under paragraph (a)(ii).
- (c) If this Easement has expired under paragraph (b):
- (i) the Owner of the Lot Burdened and the Authority Benefited must take all reasonable steps to remove this Easement from the title of the Lot Burdened as soon as practicable, including preparing and executing all necessary documents and producing the relevant certificates of title at Land Registry Services NSW; and
  - (ii) the Owner of the Lot Burdened may, at its risk and cost, cut the Rock Anchors at any location within the Easement Site and otherwise deal with any part of the Rock Anchors within the Easement Site as the Owner of the Lot Burdened sees fit.

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

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

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

The Authority Benefited.

## 2. **GENERAL**

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

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

**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 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.

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

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

## SCHEDULE 3









## TRANSPORT ADMINISTRATION ACT 1988

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

#### Sydney Metro

#### ERRATUM

The Notice of Compulsory Acquisition of Land published in the *New South Wales Government Gazette*, No 108 of 19 March 2021, contained an error. The following corrects that error and the Gazettal date remains 19 March 2021.

#### SCHEDULE 1

The following part of Schedule 1 relating to the exception of interests from the acquisition of Lot 1 in DP 399104 and Lot AY in DP400258:

- (a) Dealing G653905 - Easement for overhanging eaves & guttering;
- (b) Dealing G653905 - Easement for water sewerage & drainage pipes;
- (c) Dealing AC8980 - Easement for cableway 1 wide shown in DP453310 expiring 31/8/2030;
- (d) Licence between LC Management Pty Limited ABN 15 002 653 376 and Telstra Corporation Limited ABN 33 051 775 556 dated 10 June 2005 in respect of 60 Macquarie Street, Parramatta;
- (e) Lease between LC Management Pty Ltd ACN 002 653 376 and H & R Block Limited ACN 064 268 800 which commenced on 1 July 2019 in respect of Shop 1, Ground Floor, 58-64 Macquarie Street, Parramatta;
- (f) Dealing AN951774 - Lease between LC Management Pty Ltd ABN 15 002 653 376 and Her Majesty Queen Elizabeth the Second (Parliament of New South Wales, Legislative Assembly) dated 25 May 2016 in respect of Shop 2, 58-64 Macquarie Street, Parramatta;
- (g) Dealing AN858997 - Lease between LC Management Pty Ltd ACN 002 653 376 and Navitas English Pty Ltd ACN 003 916 701 in respect of Level 1, 60 Macquarie Street, Parramatta;
- (h) Lease between LC Management Pty Ltd ACN 002 653 376 and Downer EDI Works Pty Ltd ACN 008 709 608 which commenced on 1 October 2019 in respect of Suite 1, Level 2, 58-64 Macquarie Street, Parramatta;
- (i) Lease between LC Management Pty Ltd ACN 002 653 376 and Nationwide Mercantile Corporation Pty Ltd ACN 616 275 435 dated 16 September 2019 in respect of Suite 2, Level 2, 58-64 Macquarie Street, Parramatta;
- (j) Dealing AP697729 - Lease between LC Management Pty Ltd ACN 002 653 376 and Eddie John Takchi which commenced on 1 October 2019 in respect

of Suite 1, Level 3, 58-64 Macquarie Street, Parramatta; NSW Government Gazette 19 March 2021

(k) Lease between LC Management Pty Ltd ACN 002 653 376 and Built Pty Limited ACN 083 928 045 and Obayashi Corporation ABN 86 002 932 756 dated in respect of Suite 2 Level 3, Suite 1 Level 5, and Level 6, 58-64 Macquarie Street, Parramatta;

(l) Sublease between Built Pty Ltd ACN 083 928 045 and Obayashi Corporation ABN 86 002 932 756 and Memcorp Lawyers Pty Ltd ABN 61 159 301 050 dated 12 October 2018 in respect of Suite 1, Level 5, 58-64 Macquarie Street, Parramatta;

(m) Lease between LC Management Pty Ltd ABN 15 002 653 376 and Australian Migration Guide Pty Ltd ABN 29 151 404 269 which commenced on 1 June 2016 in respect of Suite 2, Level 3, 58-64 Macquarie Street, Parramatta;

(n) Dealing AN858998 - Lease between LC Management Pty Ltd ACN 002 653 376 and St Vincent de Paul Society NSW ABN 91 161 127 340 which commenced on 1 August 2017 in respect of Suite 401, 60 Macquarie Street, Parramatta.

(o) Lease between LC Management Pty Ltd ACN 002 653 376 and The Australian Institute of Professional Counsellors Pty Ltd ACN 077 738 035 which commenced on 1 May 2016 in respect of Suite 401, Level 4, 58-64 Macquarie Street, Parramatta, which premises are said to be in the possession of The Australian Institute of Professional Counsellors Pty Ltd ACN 077 738 035 and The Trustee for AIPC Trust ABN 68 366 027 051;

(p) Lease between LC Management Pty Ltd ACN 002 653 376 and Forward Legal Pty Ltd ACN 166 384 201 which commenced on 13 January 2020 in respect of 62-64 Macquarie Street, Parramatta; and

(q) Lease between LC Management Pty Limited ABN 15 002 653 376 and Khoury Corporation Pty Ltd ABN 50 003 737 308 which commenced on 1 January 2010 in respect of Suite 2, Level 5, 58-64 Macquarie Street, Parramatta.

**should have read:**

(a) Dealing G653905 - Easement for overhanging eaves & guttering;

(b) Dealing G653905 - Easement for water sewerage & drainage pipes;

(c) Dealing AC8980 - Easement for cableway 1 wide shown in DP453310 expiring 31/8/2030;

(d) Dealing AC8980 - Lease between LC Management Pty Ltd ACN 002 653 376 and Integral Energy Australia (subsequently renamed Epsilon Distribution Ministerial Holding Corporation) which commenced on 1 September 2005 in respect of the substation premises at 60 Macquarie Street Parramatta;

(e) Dealing AM475160 - Sublease of Lease AC8980 to Edwards A Pty Limited, Eric Epsilon Asset Corporation 1 Pty Ltd, Eric Epsilon Asset Corporation 2 Pty Ltd, Eric Epsilon Asset Corporation 3 Pty Ltd and Eric Epsilon Asset Corporation 4 Pty Ltd;

(f) Dealing AM475161 - Sublease of Lease AM475160 to Edwards O Pty Limited, Eric Epsilon Operator Corporation 1 Pty Ltd, Eric Epsilon Operator Corporation 2 Pty Ltd, Eric Epsilon Operator Corporation 3 Pty Ltd & Eric Epsilon Operator Corporation 4 Pty Ltd;

(g) Dealing AM475162 Mortgage of Lease AM475160 to ANZ Fiduciary Services Pty Ltd;

(h) Dealing AM895553 Variation of Mortgage AM475162;

(i) Licence between LC Management Pty Limited ABN 15 002 653 376 and Telstra Corporation Limited ABN 33 051 775 556 dated 10 June 2005 in respect of 60 Macquarie Street, Parramatta;

(j) Lease between LC Management Pty Ltd ACN 002 653 376 and H & R Block Limited ACN 064 268 800 which commenced on 1 July 2019 in respect of Shop 1, Ground Floor, 58-64 Macquarie Street, Parramatta;

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(t) Lease between LC Management Pty Ltd ACN 002 653 376 and The Australian Institute of Professional Counsellors Pty Ltd ACN 077 738 035 which commenced on 1 May 2016 in respect of Suite 401, Level 4, 58-64 Macquarie Street, Parramatta, which premises are said to be in the possession of The Australian Institute of Professional Counsellors Pty Ltd ACN 077 738 035 and The Trustee for AIPC Trust ABN 68 366 027 051;

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Peter Regan  
Chief Executive  
Sydney Metro