



# *Government Gazette*

of the State of

New South Wales

**Number 579–Compulsory Acquisitions**

**Friday, 16 December 2022**

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

# LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

## Notice of Rescission of Part of an Acquisition Notice

I, the Honourable Margaret Beazley AC KC, Governor of the State of New South Wales, with the advice of the Executive Council, and in pursuance of the provisions of section 31 of the *Land Acquisition (Just Terms Compensation) Act 1991*, by publication of this notice in the *Gazette* rescind that part of the acquisition notice published in Government Gazette No. 452 of 30 September 2022 [n2022-1892] (Notice) which pertains to Lot 2 in DP 1273487 being part of the land comprised in Lot 1 in DP 1241819 and Lot 5 in DP 1273487 being part of the land comprised in Lot 1004 DP1251974 in the local government area of Camden, Parish of Cook, County of Cumberland affecting the land described in Schedule 1 below, but only insofar as the Notice related to the compulsory acquisition of that part of Lot 1 in DP 1241819 now known as Lot 22 in DP 1288963 and that part of Lot 1004 DP1251974 now known as Lot 24 in DP 1288963, a copy of which is set out in Schedule 2.

Signed at SYDNEY on

MARGARET BEAZLEY AC KC Governor

By Her Excellency's Command

### SCHEDULE 1

#### In Schedule 1:

Lot 2 in DP 1273487 being part of the land comprised in Lot 1 in DP 1241819

Lot 5 in DP 1273487 being part of the land comprised in Lot 1004 DP1251974

#### In Schedule 2:

Lot 1 in DP 1241819

AK629507 Easement to drain water affecting the part(s) shown so burdened in the title diagram

DP 1241819 Easement for right of access 10 metre(s) wide appurtenant to the land above described

DP 1241819 Easement for services 10 metre(s) wide appurtenant to the land above described

Lot 1004 DP1251974

DP 1231858 Right of access 19 metre(s) wide affecting the part(s) shown so burdened in the title diagram

DP 1231858 Easement for services 19 metre(s) wide affecting the part(s) shown so burdened in the title diagram

DP 1231937 Easement to drain water variable width appurtenant to the land above described

DP 1251974 Right of carriageway 19 metre(s) wide affecting the part(s) shown so burdened in the title diagram

DP 1251974 Right of carriageway 19 metre(s) wide appurtenant to the land above described

DP 1251974 Easement for services 19 metre(s) wide affecting the part(s) shown so burdened in the title diagram

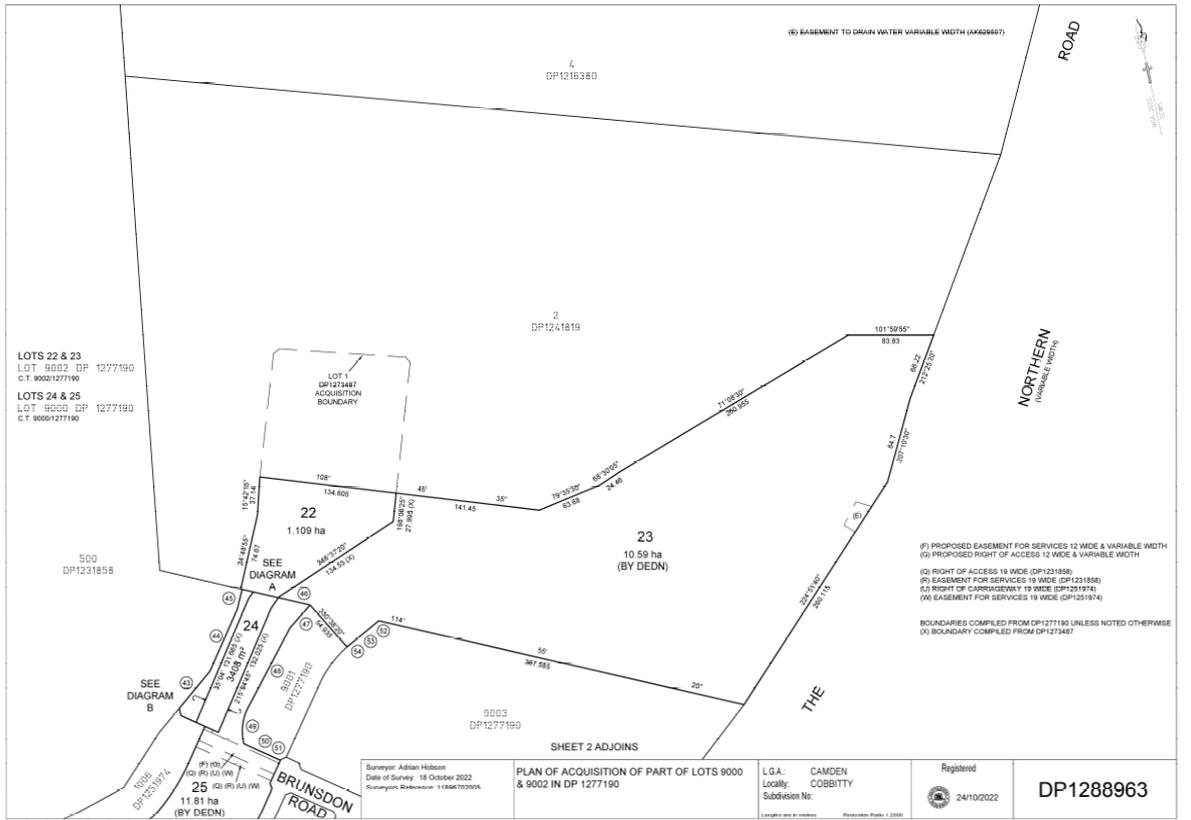
DP 1251974 Easement for services 19 metre(s) wide appurtenant to the land above described

# SCHEDULE 2

PLAN FORM 2 (A2)

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 2 sheets



Surveyor: Adrian Hobson  
Date of Survey: 18 October 2022  
Surveyors Reference: 11886702005

PLAN OF ACQUISITION OF PART OF LOTS 9000 & 9002 IN DP 1277190

LGA: CAMDEN  
Locality: COBBITTY  
Subdivision No:

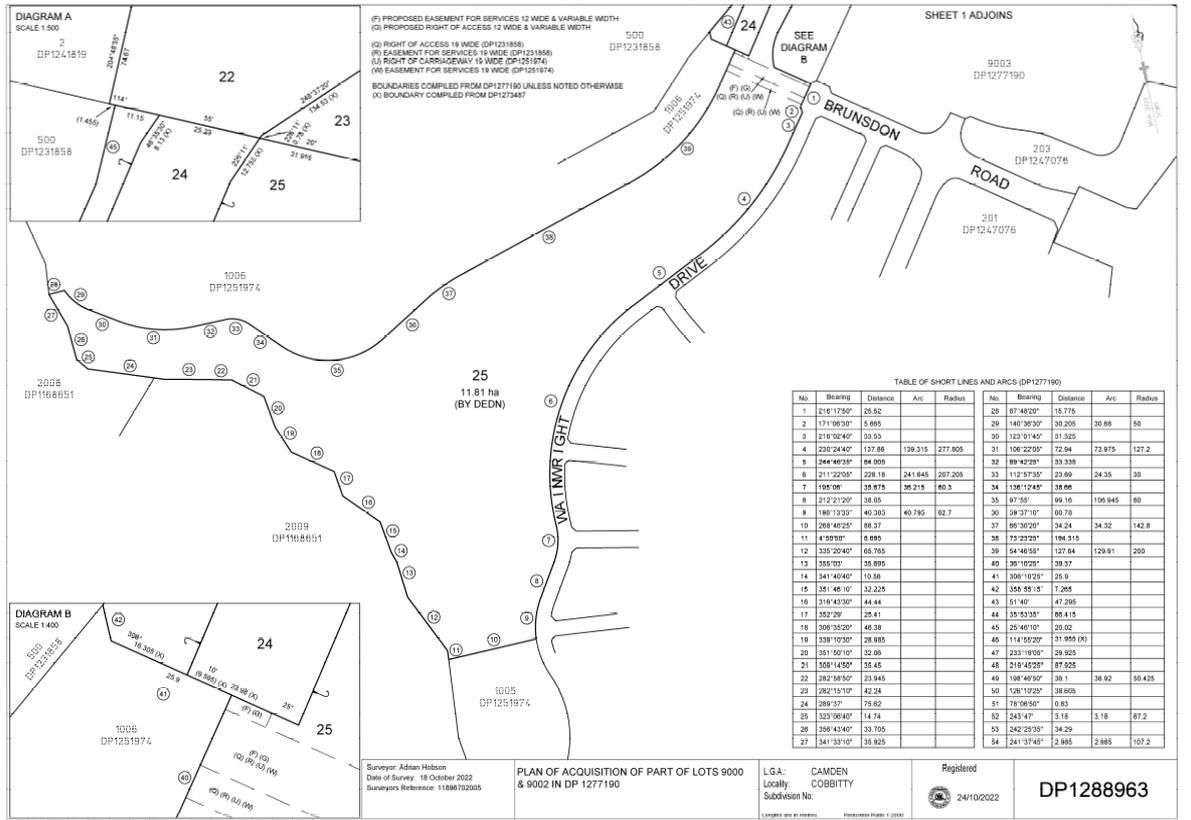
Registered  
24/10/2022

DP1288963

PLAN FORM 2 (A2)

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 2 sheets



Surveyor: Adrian Hobson  
Date of Survey: 18 October 2022  
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PLAN OF ACQUISITION OF PART OF LOTS 9000 & 9002 IN DP 1277190

LGA: CAMDEN  
Locality: COBBITTY  
Subdivision No:

Registered  
24/10/2022

DP1288963

TABLE OF SHORT LINES AND ARCS (DP1277190)

No.	Bearing	Distance	Area	Radius	No.	Bearing	Distance	Area	Radius
1	216°17'56"	25.52			28	87°48'20"	15.775		
2	171°09'38"	5.885			29	140°30'30"	30.205	30.89	50
3	216°02'40"	33.53			30	123°01'45"	31.325		
4	230°24'40"	137.86	130.315	277.805	31	100°22'00"	72.94	73.975	127.2
5	244°49'50"	184.868			32	89°49'20"	33.338		
6	211°22'00"	228.18	241.845	207.205	33	112°57'30"	23.66	24.35	30
7	185°00"	35.675	35.215	60.3	34	108°12'45"	35.66		
8	212°21'20"	38.05			35	87°58"	89.16	106.945	80
9	180°12'30"	40.385	40.785	62.7	36	58°37'10"	60.79		
10	208°42'20"	88.37			37	60°30'20"	24.24	34.32	142.8
11	4°50'50"	5.885			38	73°23'20"	194.319		
12	35°20'40"	65.765			39	64°48'10"	127.84	129.91	200
13	355°03"	35.895			40	38°10'20"	39.37		
14	341°40'40"	10.86			41	300°10'20"	25.9		
15	351°48'10"	32.228			42	158°51'10"	7.265		
16	316°43'30"	44.44			43	51°40"	47.205		
17	352°20"	25.41			44	35°53'10"	85.415		
18	308°35'20"	48.38			45	25°46'10"	20.02		
19	338°10'20"	28.885			46	114°50'20"	31.889 (X)		
20	351°50'10"	32.06			47	230°10'20"	28.925		
21	300°49'20"	35.45			48	219°49'20"	87.925		
22	282°58'50"	23.945			49	168°49'50"	36.1	38.92	50.425
23	282°13'10"	42.24			50	128°10'20"	38.805		
24	289°37"	75.62			51	78°08'50"	0.83		
25	333°06'40"	11.74			52	143°17"	31.18	3.18	87.2
26	358°43'40"	33.705			53	242°23'30"	34.29		
27	341°33'10"	38.825			54	241°37'40"	2.885	2.885	107.2

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)	Office Use Only <b>DP1288963</b>																				
Registered:  24/10/2022 <b>PLAN OF ACQUISITION OF PART OF LOTS 9000 &amp; 9002 IN DP 1277190</b>	Office Use Only This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) LSI/Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals - see 196D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.																				
Subdivision Certificate number: ..... Date of Endorsement: .....	SCHEDULE OF LOTS AND ADDRESSES <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>LOT NUMBER</th> <th>STREET NAME</th> <th>STREET TYPE</th> <th>LOCALITY</th> </tr> </thead> <tbody> <tr> <td>22</td> <td>THE NORTHERN ROAD</td> <td>ROAD</td> <td>COBBITTY</td> </tr> <tr> <td>23</td> <td>621</td> <td>ROAD</td> <td>COBBITTY</td> </tr> <tr> <td>24</td> <td>THE NORTHERN ROAD</td> <td>ROAD</td> <td>COBBITTY</td> </tr> <tr> <td>25</td> <td>421F</td> <td>ROAD</td> <td>COBBITTY</td> </tr> </tbody> </table>	LOT NUMBER	STREET NAME	STREET TYPE	LOCALITY	22	THE NORTHERN ROAD	ROAD	COBBITTY	23	621	ROAD	COBBITTY	24	THE NORTHERN ROAD	ROAD	COBBITTY	25	421F	ROAD	COBBITTY
LOT NUMBER	STREET NAME	STREET TYPE	LOCALITY																		
22	THE NORTHERN ROAD	ROAD	COBBITTY																		
23	621	ROAD	COBBITTY																		
24	THE NORTHERN ROAD	ROAD	COBBITTY																		
25	421F	ROAD	COBBITTY																		
If space is insufficient use additional assurance sheet Surveyor's Reference: 11996702005																					

PLAN FORM 6 (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 2 sheet(s)	Office Use Only <b>DP1288963</b>
Registered:  24/10/2022 Title System: TORRENS <b>PLAN OF ACQUISITION OF PART OF LOTS 9000 &amp; 9002 IN DP 1277190</b>	Office Use Only LGA: Camden Locality: Cobbitty Parish: Cook County: Cumberland Crown Lands NSW/Western Lands Office Approval 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: .....
Survey Certificate I, Adrian Hobson ..... of Cardno (NSW/ACT) Pty Ltd, Level 1, 23-25 Frederick St, Rockdale NSW 2216 ..... a surveyor registered under the Surveying and Spatial Information Act 2002, certify that: - (a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on ..... - (b) The part of the land shown in the plan being "excluding" ..... was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on ..... the part not surveyed was completed in accordance with that Regulation, or * (c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017. Datum Line: X - Y ..... Type: *Urban/*Rural The terrain is *Level/Undulating / *Sleep-Mountainous. Signature: ..... Date: 6-10-2022 ..... Surveyor Identification No: 7501 ..... Surveyor registered under the Surveying and Spatial Information Act 2002	Subdivision Certificate I, ..... *Authorised Person* General Manager/ Accredited Certifier, certify that the provisions of 6.6.15 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserved lot herein. Signature: ..... Accreditation number: ..... Consent Authority: ..... Date of endorsement: ..... Subdivision Certificate number: ..... File number: ..... *Strike through if inapplicable. Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. LOTS 22 & 24 ARE TO BE ACQUIRED BY SYDNEY WATER CORPORATION ABN 49 776 225 036
Plans used in the preparation of survey/compilation: DP1273487 DP1277190	Surveyor's Reference: 11996702005

**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 electricity purposes 2 wide (limited in stratum) 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 23 in Deposited Plan 1010780, shown marked "(A)" in DP1282890, **but excluding from the acquisition:**

- Dealing K412194 - easement for electricity purposes affecting part Lot 23 in Deposited Plan 1010780.

## SCHEDULE 2

### 1. TERMS OF EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE (LIMITED IN STRATUM)

#### 1.1 Grant of easement

- (a) The Landowner grants to Sydney Metro and its Authorised Users the full, free and unimpeded right to:
- (i) install Electricity Works within the Easement Site;
  - (ii) excavate the Easement Site to install the Electricity Works;
  - (iii) enter the Land using the most practical route (with or without tools, implements, vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time;
  - (iv) trim or remove any vegetation from the Land that interferes with or prevents reasonable access to the Easement Site or the Electricity Works;
  - (v) remove any encroachments from the Easement Site and recover the costs of carrying out the removal work and repairing any damage done to the Electricity Works by the encroachment;
  - (vi) use the Electricity Works for the transmission or conveyance of electricity; and
  - (vii) enter the Land to inspect, construct, audit, repair, alter, maintain, replace or renew the Electricity Works.
- (b) The Landowner agrees that, without the prior written permission of Sydney Metro in accordance with such conditions as Sydney Metro may reasonably impose, it will not:
- (i) do or allow anything that may interfere with, damage or destroy the Electricity Works or interfere with the effective operation of the Electricity Works;
  - (ii) install or permit to be installed any Services or Structure within the Easement Site;
  - (iii) alter or excavate the surface level of the Easement Site; or
  - (iv) do or permit to be done anything that restricts access to the Easement Site by Sydney Metro or its Authorised Users.
- (c) Sydney Metro and its Authorised Users will not be responsible if the Electricity Works causes magnetic interference to computer equipment or electronic equipment operated within the Land.
- (d) The Landowner acknowledges that ownership of all the Electricity Works remains with Sydney Metro.

#### 1.2 Sydney Metro's obligations

Sydney Metro covenants with the Landowner that:

- (a) it will endeavour to keep the Electricity Works in good repair;
- (b) in exercising its rights under the easement, it will do as little damage as practicable to the Easement Site;

- (c) it will repair any damage it causes to the Easement Site in carrying out works to the Electricity Works; and
- (d) subject to its rights under the easement, it will not unreasonably impede the Landowner's reasonable use of the Easement Site.

### 1.3 Ausgrid easement

- (a) Sydney Metro and the Landowner acknowledge and agree that the Easement Site is affected by an easement for electricity purposes granted in favour of Ausgrid being registered easement K412194 ("the **Ausgrid Easement**").
- (b) Prior to carrying out any excavation or work within the Easement Site, or passing over the Easement Site with a vehicle of over 4 metres in height, Sydney Metro and its Authorised Users must:
  - (i) provide reasonable prior notice in writing to Ausgrid; and
  - (ii) obtain the written consent of Ausgrid which must not be unreasonably withheld or delayed. The prior notice and written consent from Ausgrid will not be required in the case of an Emergency.
- (c) Sydney Metro and its Authorised Users must maintain:
  - (i) vertical clearances from the Easement Site to the Ausgrid Easement in accordance with Ausgrid's Electrical Safety Rules; and
  - (ii) 4 metres horizontal separation between the Easement Site and any of Ausgrid's underground assets.

### 1.4 Right to Release

Sydney Metro ABN 12 354 063 515 is empowered to release, vary or modify this easement.

## 2. INTERPRETATION

### 2.1 Definitions

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

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

**Authorised User** means every person authorised by Sydney Metro for the purposes of the easement created by this instrument, and includes any officers, employees, licensees, agents, workmen and contractors (and each of their subcontractors at any level), including the operator of the Sydney Metro's rail infrastructure, of Sydney Metro.

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

**Electricity Works** means electricity power lines or associated equipment or electricity structures (whether above, below or on the ground including transformers, electrical switchgear, protective housing, concrete plinth, electrical cable, cable support structures and foundations (above and below the surface), conduits, duct, service pillar, underground and above ground earthing systems, substations and ancillary equipment.

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

**Install** includes construct, repair, replace, maintain, modify, use, and remove.

**Land** means the Lot described in Schedule 1 of the Acquisition Notice.

**Landowner** means the registered proprietor of the Land and its successors (including those claiming under or through the registered proprietor).

**Services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.

**Structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

**Sydney Metro** means Sydney Metro ABN 12 354 063 515, its successors and assigns.

## 2.2 Headings

Headings do not affect the interpretation of this instrument.

## 2.3 Rules of Interpretation

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

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

**2.4 Positive covenants and maintenance requirements**

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

**2.5 No derogation of statutory rights**

The rights granted to the Landowner or Sydney Metro under each easement in this instrument do not derogate from any statutory right that Sydney Metro may have from time to time.

**2.6 Easements are covenants and agreements between Sydney Metro and the Landowner**

The conditions, covenants and agreements, including in this clause 2.6, in this instrument are conditions, covenants and agreements between:

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

to the intent that the benefit and burden of those conditions, covenants and agreements are annexed to and pass with the benefits and burdens of the easement.

(Sydney Metro Document Number: BN-SM-001575)

**SYDNEY WATER CORPORATION**

**SYDNEY WATER ACT 1994**  
**LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991**

NOTICE OF COMPULSORY ACQUISITION OF LAND AT COBBITTY  
IN THE LOCAL GOVERNMENT AREA OF CAMDEN COUNCIL

Sydney Water Corporation declares, with the approval of Her Excellency, the Governor, that the land described in the Schedule 1 below, excluding the interests described in Schedule 2 below, is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW) for the purpose of the *Sydney Water Act 1994* (NSW).

Dated at Sydney this \_\_\_\_\_ day of \_\_\_\_\_ 2022

**Executed by Sydney Water Corporation**  
**ABN 49 776 225 038** pursuant to section  
50(3)(a) of the *Interpretation Act 1987* by an  
authorised delegate:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of authorised delegate

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Name of authorised delegate

\_\_\_\_\_  
Address of witness

\_\_\_\_\_  
Title of authorised delegate

## **SCHEDULE 1**

Lot 22 in DP 1288963 being part of the land comprised in Lot 9002 in DP 1277190

Lot 24 in DP 1288963 being part of the land comprised in Lot 9000 in DP 1277190

## **SCHEDULE 2**

Lot 9002 in DP 1277190

AK629507 Easement to drain water affecting the part(s) shown so burdened in the title diagram

DP1231937 Easement to drain water variable width appurtenant to the part(s) shown so benefited in the title diagram

DP1241819 Easement for right of access 10 metre(s) wide appurtenant to the land above described

DP1241819 Easement for services 10 metre(s) wide appurtenant to the land above described

DP1251974 Right of carriageway 19 metre(s) wide appurtenant to the part(s) shown so benefited in the title diagram

DP1251974 Easement for services 19 metre(s) wide appurtenant to the part(s) shown so benefited in the title diagram

Lot 9000 in DP 1277190

DP1231858 Right of access 19 metre(s) wide affecting the part(s) shown so burdened in the title diagram

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burdened in the title diagram

DP1251974 Easement for services 19 metre(s) wide appurtenant to the land above  
described

GROWTH CENTRES (DEVELOPMENT CORPORATIONS) ACT 1974

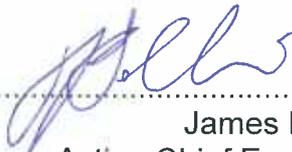
LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

NOTICE OF COMPULSORY ACQUISITION OF LAND

The Minister for Regional New South Wales, 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 *Growth Centres (Development Corporations) Act 1974*.

The land is, on publication of this notice, vested in Regional Growth NSW Development Corporation.

Dated at Sydney                      this 13th      day of      December                      2022

  
.....  
James Bolton  
Acting Chief Executive  
Regional Growth NSW Development Corporation

**Schedule**

All that piece or parcel of land situated at Parkes in the Local Government Area of Parkes Shire, Parish of Parkes, County of Ashburnham said to be in the possession of P S Marine Pty Limited (registered proprietor) and P. T Limited (mortgagee), comprising:

Proposed Lot 57 in Deposited Plan 1284352, being Part of the land in Certificate of Title 2/1246949

Proposed Lot 58 in Deposited Plan 1284352, being Part of the land in Certificate of Title 96/750179

Proposed Lot 59 in Deposited Plan 1284352, being Part of the land in Certificate of Title 2/1251595

Proposed Lot 61 in Deposited Plan 1284352, being Part of the land in Certificate of Title 5/840130

Proposed Lot 62 in Deposited Plan 1284352, being Part of the land in Certificate of Title 4/840130

Proposed Lot 63 in Deposited Plan 1284352, being Part of the land in Certificate of Title 5/840130

**but excluding from the acquisition:**

- Dealing AR505337 Easement for Overhead Power Line(s) 20 wide affecting the part shown in plan with DP1270422

## **TRANSPORT ADMINISTRATION ACT 1988**

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

#### **Notice of Compulsory Acquisition of Land in the Local Government Area of City of Sydney**

Sydney Metro 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* 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 those pieces of substratum land situated in the Local Government Area of Sydney, Parish of Alexandria and County of Cumberland, comprising of the following lots:

1. Lot 10 in DP1287380 being part Randle Lane, Surry Hills NSW 2010

Sydney Metro Document Number: (BN-SM-22-001562)

**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 scaffolding on the terms set out in Schedule 2, and over that part of that piece or parcel of land situated at Crows Nest, in the Local Government Area of North Sydney, Parish of Willoughby and County of Cumberland, being that part of the Common Property in Strata Plan 52547, shown marked "(SN1)" to "(SN7)" inclusive in Drawing No. SMCSWSCN-RPS-SCN-SR-DWG-000002-D, 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) 10 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 clause 1.3(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 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, maintaining, replacing, dismantling and removing Scaffolding.

**Scaffolding** means a temporary structure (including access platforms, working platforms, catch platforms, landing platforms, chainmesh, shade cloth 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.



# THE HILLS SHIRE COUNCIL

## Notice of Resumption of Land The Real Property Act 1900 (NSW) Section 31A(3)

The Hills Shire Council declares that the Land described in the Schedule below which was effectively subdivided, acquired and resumed into the road known as Oratava Avenue, West Pennant Hills NSW at least since February 1920 is hereby formally and deemed as resumed by The Hills Shire Council as a public road in accordance with section 31A(3) of the Real Property Act 1900 (NSW).

MICHAEL EDGAR,  
General Manager,  
The Hills Shire Council,  
PO Box 7064, Norwest 2153

### SCHEDULE

Description of Land – The parts of Oratava Avenue shown blue hatched in the diagram below having been provided for historically in DP 10149, being residue title in Volume 2362 folios 99 & 100.

