



# *Government Gazette*

of the State of

New South Wales

**Number 189–Compulsory Acquisitions**

**Friday, 6 May 2022**

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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.

WOLLONDILLY SHIRE COUNCIL

ROADS ACT 1993, Section 10

DEDICATION OF LANDS AS PUBLIC ROAD

Notice is hereby given that the Wollondilly Shire Council, by resolution of the Council dated 5th December 1985 (Council Reference L3/44) had resolved to dedicate the land described hereunder as public road pursuant to Section 10 of the Roads Act 1993.

Ben Taylor, General Manager, Wollondilly Shire Council, PO Box 21, PICTON NSW 2571

Dated at Picton                      this 6                      day of May                      2022

  
.....  
General Manager

**Schedule**

Lot 71 DP1282816 being part of Lot 1 in DP135014 - being rectification of original purchase of land being Part Lot 5 DP 208092 for road widening purposes.

## ROADS ACT 1993

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

#### Notice of Compulsory Acquisition of Land at Arncliffe in the Bayside 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 those pieces or parcels of land situated in the Bayside Council area, Parish of St George and County of Cumberland, shown as:

- Lots 42 and 53 Deposited Plan 1277096, being parts of the land in Certificate of Title 24/3/1633;
- Lots 43 and 54 Deposited Plan 1277096, being parts of the land in Certificate of Title 23/3/1633;
- Lots 44 and 55 Deposited Plan 1277096, being parts of the land in Certificate of Title 22/3/1633;
- Lots 45 and 56 Deposited Plan 1277096, being parts of the land in Certificate of Title 25/3/1633;
- Lots 46 and 57 Deposited Plan 1277096, being parts of the land in Certificate of Title 26/3/1633;
- Lots 47 and 58 Deposited Plan 1277096, being parts of the land in Certificate of Title 27/3/1633;
- Lots 48 and 59 Deposited Plan 1277096, being parts of the land in Certificate of Title 28/3/1633;
- Lots 49 and 60 Deposited Plan 1277096, being parts of the land in Certificate of Title 29/3/1633;
- Lots 50 and 61 Deposited Plan 1277096, being parts of the land in Certificate of Title 2/911494;
- Lots 51 and 62 Deposited Plan 1277096, being parts of the land in Certificate of Title 1/911493;
- Lots 5 and 9 Deposited Plan 1277165, being parts of the land in Certificate of Title 20/1227883;
- Lots 6 and 10 Deposited Plan 1277165, being parts of the land in Certificate of Title 21/1227883;
- Lots 7 and 11 Deposited Plan 1277165, being parts of the land in Certificate of Title 22/1227883;
- Lots 8 and 12 Deposited Plan 1277165, being parts of the land in Certificate of Title 23/1227883;
- Lots 74 and 78 Deposited Plan 1277468, being parts of the land in Certificate of Title 1/188156;
- Lots 75 and 79 Deposited Plan 1277468, being parts of the land in Certificate of Title Auto Consol 5117-183;
- Lots 76 and 80 Deposited Plan 1277468, being parts of the land in Certificate of Title A/323330;
- Lots 77 and 81 Deposited Plan 1277468, being parts of the land in Certificate of Title B/323330;
- Lots 75 and 80 Deposited Plan 1277469, being parts of the land in Certificate of Title 50/1228056;
- Lots 76 and 81 Deposited Plan 1277469, being parts of the land in Certificate of Title 51/1228056;
- Lots 11 and 12 Deposited Plan 1277481, being parts of the land in Certificate of Title 1/405678;

Lots 12, 15, 17 and 20 Deposited Plan 1277588, being parts of the land in Certificate of Title 14/1227883;

Lots 13 and 18 Deposited Plan 1277588, being parts of the land in Certificate of Title 13/1227883;

Lots 17 and 22 Deposited Plan 1277595, being parts of the land in Certificate of Title B/954947;

Lots 18 and 23 Deposited Plan 1277595, being parts of the land in Certificate of Title A/954947;

Lots 19 and 24 Deposited Plan 1277595, being parts of the land in Certificate of Title 11/6602;

Lots 12 and 14 Deposited Plan 1277599, being parts of the land in Certificate of Title 2/4/1633;

Lots 13 and 15 Deposited Plan 1277599, being parts of the land in Certificate of Title 3/4/1633;

Lots 5 and 12 Deposited Plan 1277603, being parts of the land in Certificate of Title 11/1227883;

Lots 7, 8, 14 and 15 Deposited Plan 1277603, being parts of the land in Certificate of Title 12/1227883;

Lots 10 and 17 Deposited Plan 1277603, being parts of the land in Certificate of Title 30/1227886;

Lots 51 and 53 Deposited Plan 1277605, being parts of the land in Certificate of Title 10/1227883;

Lots 2 and 3 Deposited Plan 1277606, being parts of the land in Certificate of Title 700/1163934;

Lots 13 and 16 Deposited Plan 1277618, being parts of the land in Certificate of Title 24/666352;

Lots 14 and 17 Deposited Plan 1277618, being parts of the land in Certificate of Title 1/910542;

Lots 15 and 18 Deposited Plan 1277618, being parts of the land in Certificate of Title 1/911971;

Lots 72, 73, 75 and 76 Deposited Plan 1277694, being parts of the land in Certificate of Title 136/621490;

Lots 74 and 77 Deposited Plan 1277694, being parts of the land in Certificate of Title B/396868;

Lots 71 and 72 Deposited Plan 1277711, being parts of the land in Certificate of Title 20/9259;

Lots 74 and 78 Deposited Plan 1277753, being parts of the land in Certificate of Title 1/167663;

Lots 75 and 79 Deposited Plan 1277753, being parts of the land in Certificate of Title 3/416288;

Lots 76 and 80 Deposited Plan 1277753, being parts of the land in Certificate of Title 2/416288;

Lots 16 and 24 Deposited Plan 1278039, being parts of the land in Certificate of Title 52/1227894;

Lots 18 and 26 Deposited Plan 1278039, being parts of the land in Certificate of Title 53/1227894;

Lots 19 and 27 Deposited Plan 1278039, being parts of the land in Certificate of Title X/412985;  
and

Lots 20 and 28 Deposited Plan 1278039, being parts of the land in Certificate of Title 2/829789.

(TfNSW Papers: SF2021/252511; RO SF2021/083951)

**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 Crows Nest, in the Local Government Area of North Sydney, Parish of Willoughby and County of Cumberland, being those parts of the Common Property in Strata Plan 52547, shown marked "(RA1)" and "(RA2)" on Draft PPN DP1276473, 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 the right to have the Rock Anchors remain on the Easement Site at all times until the expiry of the Easement under clause 1.4.

#### 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 1.4, 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 De-stressing Rock Anchors

- (a) If the Owner of the Lot Burdened proposes to carry out Redevelopment Works, the Owner of the Lot Burdened must give the Authority Benefited notice of:
  - (i) the proposed Redevelopment Works (including details of the extent of demolition of any part of the Building and the extent of any excavation of the Lot Burdened); and
  - (ii) the proposed date on which the Owner of the Lot Burdened anticipates that it will commence the Redevelopment Works.
- (b) Following receipt of the notice from the Owner of the Lot Burdened referred to in paragraph (a) (along with any additional information regarding the proposed Redevelopment Works reasonably requested by the Authority Benefited), the Authority Benefited will promptly notify the Owner of the Lot Burdened of the relevant stressed Rock Anchors (if any) within the Easement Site that will be required to be de-stressed as a result of the carrying out of the Redevelopment Works.
- (c) Following receipt of the notice from the Authority Benefited referred to in paragraph (b), the Owner of the Lot Burdened may provide a written direction to the Authority Benefited requiring the Authority Benefited to de-stress the relevant Rock Anchors specified in the notice referred to in paragraph (b).
- (d) If the Owner of the Lot Burdened:
  - (i) makes any changes to the proposed Redevelopment Works which may impact on the Rock Anchors; or
  - (ii) changes the proposed date on which the Owner of the Lot Burdened anticipates that it will commence the Redevelopment Works,after the date of the notice referred to in paragraph (a) but before the Authority Benefited carries out its obligation under paragraph (e), then paragraphs (a) to (c) (inclusive) will re-apply.

- (e) The Authority Benefited must, at its cost, de-stress the relevant stressed Rock Anchors set out in the notice provided by the Authority Benefited under paragraph (b) (as amended pursuant to the process in paragraph (d), if required) at a time to be agreed between the parties (acting reasonably), provided that:
- (i) the Authority Benefited is not required to de-stress any Rock Anchors prior to 31 May 2023; and
  - (ii) the Owner of the Lot Burdened grants such access required over the Lot Burdened to enable the Authority Benefited to comply with this paragraph (e).

The Authority Benefited has no obligation or liability to demolish any Building or excavate the Lot Burdened to conduct the de-stressing of the Rock Anchors, or cut or remove the Rock Anchors from the Easement Site once de-stressed.

- (f) The Owner of the Lot Burdened may, at any time after a Rock Anchor is or has been de-stressed, cut the de-stressed Rock Anchor at any location within the Easement Site and otherwise deal with any part of the de-stressed Rock Anchor within the Easement Site as the Owner of the Lot Burdened sees fit.

#### 1.4 **Expiry of the Easement**

- (a) This Easement will expire on the date on which the Authority Benefited gives the Owner of the Lot Burdened notice that it has de-stressed all stressed Rock Anchors installed on the Easement Site by the Authority Benefited or its Authorised Users.
- (b) If this Easement has expired under paragraph (a), the Owner of the Lot Burdened and the Authority Benefited (if requested by the Owner of the Lot Burdened) 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.

#### 1.5 **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).

**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 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.

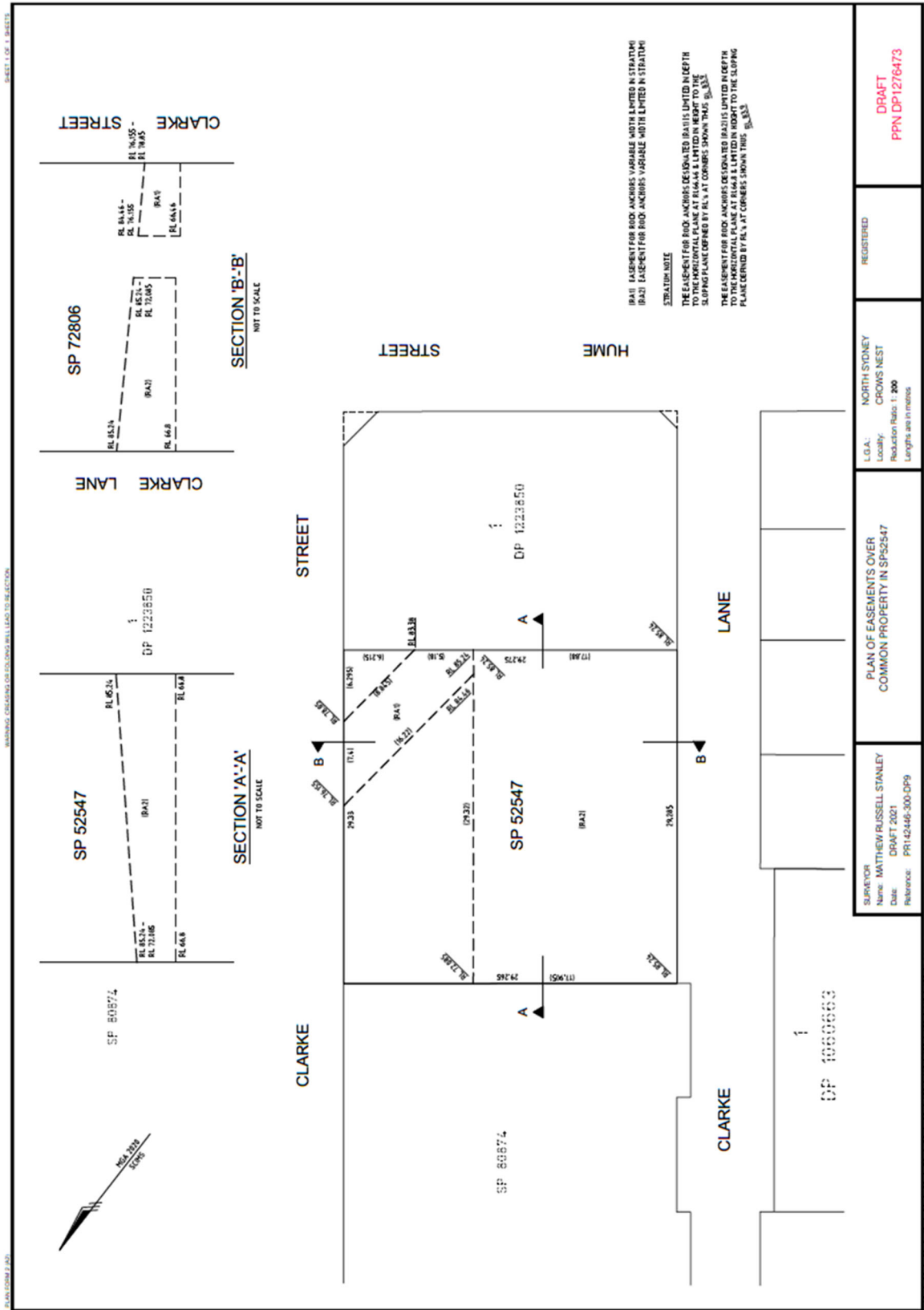
**Owners Corporation** means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW) or community association constituted under the *Community Land Development Act 1989* (NSW) and any similar body corporate serving the same functions and purposes as an owners corporation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

**Redevelopment Works** means any works on the Lot Burdened which include demolition of any part of the Building and/or excavation of any part of the Lot Burdened.

**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.



SCHEDULE 3



WARNING: OVERLAPPING OR FOLLOWING LINES LEAD TO SECTION

PLAN NUMBER 2/20

SHEET 1 OF 1 SHEETS

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: DRAFT 2021 Reference: PR1-02446-300-DP9	L.G.A.: NORTH SYDNEY Locality: CHOWS NEST Reduction Ratio: 1:200 Lengths are in metres	REGISTERED PPN DP1276473
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PLAN OF EASEMENTS OVER COMMON PROPERTY IN SP52547	DP 10000000
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(Sydney Metro Document Number: SM/22-000283)

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Chief Executive  
Sydney Metro

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## SCHEDULE 2

### 1. EASEMENT FOR ROCK ANCHORS

#### 1.1 Easement summary

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

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

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**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.

**Redevelopment Works** means any works on the Lot Burdened which include demolition of any part of the Building and/or excavation of any part of the Lot Burdened.

**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.

