



# *Government Gazette*

of the State of

New South Wales

**Number 578—Compulsory Acquisitions**  
**Friday, 15 December 2023**

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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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**ENERGY AND UTILITIES ADMINISTRATION ACT 1987**  
**LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991**

**Notice of Compulsory Acquisition of Land**

Energy Corporation of New South Wales by its delegate declares, with the approval of Her Excellency the Governor, that the lands described in the schedule below are acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by *Energy and Utilities Administration Act 1987*.

Marcus McClintock  
Director, Land and Property  
Energy Corporation of New South Wales

**SCHEDULE**

1. All that piece of land situated in the Warrumbungle Local Government Area, Parish of Dapper and County of Lincoln, comprising Lots 1, 5, 21, 37 and 120 in DP754305 and Lot 2 in DP532844, being land contained in Certificate of Title Folios 1/754305, Auto Consol 5731-6, 37/754305, 120/754305 and 2/532844 said to be in the ownership of Graham Ross Coddington and Susan Bernadette Coddington, and any other legal or equitable interest in the land.
2. All that piece of land situated in the Warrumbungle Local Government Area, Parish of Dapper and County of Lincoln, comprising Lot 1 in DP1298308 being the untitled closed Crown Road excluded from Lots 1, 5 and 37 in DP754305, said to be in the ownership of the State of New South Wales.

**SYDNEY WATER CORPORATION**

**SYDNEY WATER ACT 1994**

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

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

Sydney Water Corporation declares, with the approval of Her Excellency the Governor, that the land and interests described in the Schedule below are 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 \_\_\_\_\_ 2023

**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**

Lot 1 in Deposited Plan 1295501 being part of the land comprised in Lot 9108 in Deposited Plan 1289448

Proposed easement for sewerage purposes 8 wide and var shown as (A) on Deposited Plan 1295501 on the terms and conditions set out in memorandum registered number AE292292 affecting Lot 2 in Deposited Plan 1295501 being part of the land comprised in Lot 9108 in Deposited Plan 1289448

Proposed easement for sewerage purposes 8 wide shown as (ZS2) on Deposited Plan 1289448 on the terms and conditions set out in memorandum registered number AE292292 affecting Lot 9107 in Deposited Plan 1289448

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Proposed easement for sewerage purposes 8 wide shown as (ZS3) on Deposited Plan 1277044 on the terms and conditions set out in memorandum registered number AE292292 affecting Lots 2872, 2868 and 2869 in Deposited Plan 1277044

Proposed easement for sewerage purposes 8 wide shown as (A) on Deposited Plan 1283749 on the terms and conditions set out in memorandum registered number AE292292 affecting Lot 9804 in Deposited Plan 1250634 and Lot 4500 in Deposited Plan 1237395

Proposed easement for sewerage purposes 3 wide shown as (B) on Deposited Plan 1283749 on the terms and conditions set out in memorandum registered number AE292292 affecting Lot 3993 in Deposited Plan 1241212

Excluding DP1231120 Easement for access, electricity purposes, sewerage purposes, telecommunication purposes and water supply purposes variable width affecting the part(s) shown so burdened on the title diagram and DP1289448 Right of carriageway 4 metres wide appurtenant to the land above described

**TRANSPORT ADMINISTRATION ACT 1988**

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

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

Sydney Metro by its delegate declares, with the approval of Her Excellency the Governor, that the land described in Schedule 1 below and the easement described in Schedule 2 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**

All that piece of land situated in the Local Government Area of Sydney, Parish of St Philip and County of Cumberland, comprising Lots 40 and 41 in DP1297897, being part of the land described in the New South Wales Government Gazette 25 January 1923 Folios 346-347 and Lot 1 in Deposited Plan 863317.

**SCHEDULE 2**

An easement for electrical earthing system on the terms set out in Schedule 3, and over that part of that piece or parcel of land situated at Millers Point, in the Local Government Area of Sydney, Parish of St Philip and County of Cumberland, being that part of the land described in the New South Wales Government Gazette 25 January 1923 Folios 346-347 and Lot 1 in Deposited Plan 863317, shown marked "(A)", "(REL1)" and "(REL2)" on DP1299684.

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### SCHEDULE 3

#### 1. EASEMENT FOR ELECTRICAL EARTHING SYSTEM

##### 1.1 Easement summary

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

##### 1.2 Terms of the Easement

- (a) The Owner of the Lot Burdened grants to the Authority Benefited right for the Authority Benefited to:
  - (i) enter on, pass and repass over the Lot Burdened as reasonably required with or without Equipment for the Permitted Purpose and do anything reasonably necessary for that purpose including:
    - (A) entering the smallest area of the Lot Burdened that is reasonably necessary; and
    - (B) taking anything on to the Lot Burdened and carrying out activities on the Lot Burdened but only for the purposes of maintaining the Electrical Earthing System; and
  - (ii) have the Electrical Earthing System remain at all times within that part of the Easement Site where the Electrical Earthing System has been installed by the Authority Benefited or its Authorised Users as at the Acquisition Date.
- (b) In exercising its rights under this Easement, the Authority Benefited must:
  - (i) not unreasonably interfere with the use of the Easement Site and Lot Burdened for pedestrian and vehicular access and, subject to clause 1.3(a), the ability of the Owner of the Lot Burdened to construct and maintain roads and footpaths over the Easement Site and Lot Burdened;
  - (ii) ensure that the Electrical Earthing System installed by the Authority Benefited or its Authorised Users as at the Acquisition Date is at or below the surface level of the ground within the Easement Site;
  - (iii) keep the Electrical Earthing System in good repair and safe condition;
  - (iv) mitigate risk of harm to members of the public caused by the activities of the Authority Benefited;
  - (v) ensure all work is done properly;
  - (vi) carry out all activities so as to cause as little inconvenience as is practicable to the Owner of the Lot Burdened, and users of the Lot Burdened and any Occupier;
  - (vii) restore as nearly as is practicable to its former condition and make good any damage to the Easement Site and the Lot Burdened, including but not limited to infrastructure, improvements, and Existing Building Structures to the extent the damage is caused by the Authority Benefited;

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- (viii) not relocate any Electrical Earthing System from its existing locations within the Easement Site as at the Acquisition Date to any other parts of the Easement Site without the Grantor's prior written approval; and
- (ix) comply with all relevant laws relating to the exercise of those rights.

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

The Owner of the Lot Burdened must not do or permit any one or more of the following:

- (a) prevent or inhibit the Authority Benefited from using the "pits" forming part of the Electrical Earthing System (and the Authority Benefited acknowledges that pavement within the Easement Site will not inhibit access to the "pits");
- (b) do or allow anything to be done to damage or interfere with the Electrical Earthing System or the effective operation of the Electrical Earthing System;
- (c) permit any conductive features to be located in that part of the Easement Site identified as "(REL1)" without the prior written consent of the Authority Benefited (which may be given or withheld in its absolute discretion); or
- (d) permit any remotely earthed services (including electrical and communication services) or conductivity features (including reinforced concrete) to be located in that part of the Easement Site identified as "(REL2)", without the prior written consent of the Authority Benefited (which may be given or withheld in its absolute discretion).

### 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 the Easement from time to time.

### 2.2 **Conditions**

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

### 2.3 **Definitions**

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

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

**Authorised Users** means the agents, employees, contractors (and each of their

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subcontractors at any level) and consultants of the Authority Benefited and any other person authorised by the Authority Benefited to exercise the rights and perform the obligations of an Authorised User under this Easement.

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

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

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

**Easement Site** means the easement site described in Schedule 2 of the Acquisition Notice.

**Electrical Earthing System** means any structures or equipment for the purpose of discharging electric currents generated by or on behalf of the Authority Benefited.

**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 2 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 maintaining and operating an Electrical Earthing System within the Easement Site and all works and activities associated with such maintenance and operation, including replacement or removal of the Electrical Earthing System.

(Sydney Metro Document Number: SM-23-001480)

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**TRANSPORT ADMINISTRATION ACT 1988**

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

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

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

PETER REGAN  
Chief Executive  
Sydney Metro

**SCHEDULE 1**

An easement for rock anchors 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 Sydney, in the Local Government Area of Sydney, Parish of St James and County of Cumberland, being that part of Lot 10 in Deposited Plan 777545 (being proposed Lot 170 in Deposited Plan 1291883) shown as “(E)” in Deposited Plan 1299822.

**Sydney Metro Document Number: BN-SM-23-001471**

## 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 the 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 at all times until the expiry of the Easement under clause 1.3.
- (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.
- (c) The Owner of the Lot Burdened must not conduct any works (including installing any structures or equipment for the purpose of supporting or protecting the Lot Burdened such as rock anchors) in the Easement Site without first obtaining prior written consent from the Authority Benefited.

#### 1.3 Expiry of the Easement

- (a) At any time after 1 July 2038, 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 in accordance with clause 1.3(a), 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).

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

**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.

**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 set out 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 supporting or protecting the works on land owned by the Authority Benefited or underpinning and supporting improvements erected on the Lot Burdened.