



Government Gazette

of the State of

New South Wales

Number 175–Compulsory Acquisitions

Friday, 17 May 2024

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.

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LOCAL GOVERNMENT ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

NOTICE OF COMPULSORY ACQUISITION OF LAND

Tweed Shire Council declares with the approval of Her Excellency the Governor that the land described in the Schedule below is acquired by compulsory process in accordance with the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for sewerage purpose.

Dated at Murwillumbah this 9th day of May 2024



Troy Green
General Manager

Schedule

Lot 1 DP1300595 being part of the land comprised in 9/601161

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.

SCHEDULE 2

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 on the Easement Site.

2. Terms of the Easement

2.1 Subject to the terms of this instrument, 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, replace and upgrade any Hostile Vehicle Mitigation Measures on the Lot Burdened, but only within the Easement Site; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Easement Site using the most direct route at reasonable times and at any time in the event of an emergency and only remain on the Easement Site for as long as is reasonably necessary;
 - (ii) taking anything that is reasonably necessary on to the Easement Site; and
 - (iii) carrying out works within the Easement Site, such as constructing, placing, repairing, maintaining or removing the Hostile Vehicle Mitigation Measures and equipment.
- (c) The Authority Benefited will provide the Owner of the Lot Burdened prior written notice before exercising its rights under clause 2.1 (b) (i)-(iii) except in the event of an emergency.

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

- (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 including infrastructure, improvements, Structures and buildings on the 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 and members of the public including by ensuring that safe public access is maintained to and from and within the Lot Burdened including the Easement Site (except in circumstances where safe access is temporarily not possible) for day to day use by members of the public including for persons in wheelchairs, in prams and on mobility scooters;
- (e) clean, and maintain the footpath, pavement and maintain the street trees within the Easement Site;

- (f) clean and maintain the Structures, and Council infrastructure within the Easement Site but only to the extent those Structures and Council infrastructure are materially of the same nature and extent as at the date of completion of works by the Authority Benefited under the approval under section 138 of the Roads Act;
- (g) upon Permanent Removal of the Hostile Vehicle Mitigation Measures by the Authority Benefited or prior to extinguishment of this Easement (whichever comes first), the Authority Benefited will remove the structures it installed in the Easement Site and make good the footpath and pavement ensuring it matches upgrades elsewhere on the Lot Burdened;
- (h) take all necessary steps to minimise any adverse interference caused by the Authority Benefited to the Owner of the Lot Burdened or users of the Lot Burdened including members of the public; and
- (i) comply with all relevant laws relating to the exercise of those rights.

2.3 In the event that the Authority Benefited fails to comply with clause 2.2(c) to the satisfaction of the Owner of the Lot Burdened (acting reasonably):

- (a) the Owner of the Lot Burdened may notify the Authority Benefited in writing including reasonable details and reasons for the view of the Owner of the Lot Burdened; and
- (b) the Authority Benefited must, within a reasonable period of time following receipt of the notice referred to in clause (a), conduct the relevant works or discuss with the Owner of the Lot Burdened in good faith to resolve the dispute.

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 where they interfere with this Easement; 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.

The Authority Benefited agrees that the Owner of the Lot Burdened may replace or upgrade the footpath, pavement and other infrastructure around the Hostile Vehicle Mitigation measures.

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.

Permanent Removal means the removal by the Authority Benefited with no intention to replace.

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.

Hostile Vehicle Mitigation Measures means devices designed to protect members of the public from unauthorised vehicle intrusion onto the Lot Burdened, with such devices:

- (a) including, by way of example, bollards or spheres; and

- (b) not including any barrier which prevents members of the public, whether pedestrians, persons in wheelchairs, in prams and on mobility scooters, from passing through the devices between the footway and road.

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).

LOCAL GOVERNMENT ACT 1993
LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991
NOTICE OF COMPULSORY ACQUISITION OF LAND

ERRATUM

In the notice published in NSW Government Gazette No 160 of 14 April 2022, page/number 5 [n2022-0647], the words located in the last line of the schedule “DP 12019” are replaced with “DP1201959”. This notice corrects that error.

The gazettal date remains 14 April 2022.

R Bailey
General Manager
Warrumbungle Shire Council

SYDNEY METRO

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

NOTICE OF RESCISSION 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 the acquisition notice published in Government Gazette No. 52 of 10 February 2023 [n2023-0199], which pertains to the land described in the schedule below.

Signed at SYDNEY on

MARGARET BEAZLEY AC KC Governor

By Her Excellency's Command

SCHEDULE

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.

CROWN LAND MANAGEMENT ACT 2016
REVOCATION OF RESERVATION OF CROWN LAND

Pursuant to Section 2.11 of the *Crown Land Management Act 2016*, the reservation of Crown land specified in Column 1 of the Schedule hereunder is revoked to the extent specified in Column 2 of the Schedule hereunder.

The Hon. Stephen Kamper, MP
Minister for Lands and Property

Schedule

Column 1

Reserve No: 32957
Land District: Bourke
Local Government Area: Bourke
Locality: Louth

Public Purpose: Travelling Stock
Notified: 20 July 1901
File Reference: 10/06990#01

Column 2

The part of reserve 32957 in the southern part of Lot 4859 DP 769151.
Parish Newfoundland County Landsborough.
Area: about 1735 ha

The part of reserve 32957 in the southern part of Lot 5746 DP 768646 (including road).
Parish Hylaman County Landsborough.
Area: about 502 ha

These parts co-exist with Western Lands Leases 711 and 1116

Schedule

Column 1

Reserve No: 32970
Land District: Bourke
Local Government Area: Bourke
Locality: Louth

Public Purpose: Travelling Stock and Camping
Notified: 20 July 1901
File Reference: 10/06990#01

Column 2

The part of reserve 32970 in the south-eastern part of Lot 4859 DP 769151.
Parish Newfoundland County Landsborough.
Area: about 213 ha

This part co-exists with Western Lands Lease 711

Schedule

Column 1

Reserve No: 42062
Land District: Bourke
Local Government Area: Bourke
Locality: Louth

Public Purpose: Travelling Stock and Camping
Notified: 2 October 1907
File Reference: 10/06990#01

Column 2

The part of reserve 42062 in the south-eastern part of Lot 5746 DP 768646.
Parish Hylaman County Landsborough.
Area: about 160 ha

This part co-exists with Western Lands Lease 1116

Schedule

Column 1

Reserve No: 70082
Land District: Bourke
Local Government Area: Bourke
Locality: Louth

Public Purpose: Travelling Stock
Notified: 6 June 1941
File Reference: 10/06990#01

Column 2

The part of reserve 70082 in the south-eastern part of Lot 4859 DP 769151.
Parish Newfoundland County Landsborough.
Area: about 214 ha

This part co-exists with Western Lands Lease 711

**CROWN LAND MANAGEMENT ACT 2016
REVOCATION OF RESERVATION OF CROWN LAND**

Pursuant to Section 2.11 of the *Crown Land Management Act 2016*, the reservation of Crown land specified in Column 1 of the Schedule hereunder is revoked to the extent specified in Column 2 of the Schedule hereunder.

The Hon. Stephen Kamper, MP
Minister for Lands and Property

Schedule

Column 1

Reserve No: 244
Land District: Bourke
Local Government Area: Bourke
Locality: Louth

Public Purpose: Refuge in Times of Flood
Notified: 18 September 1875
File Reference: 10/06990#01

Column 2

The part of reserve 244 in the south western part of Lot 4859 DP 769151.
Parish Newfoundland County Landsborough.
Area: about 2695 ha

This part co-exists with Western Lands Lease 711

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 His Excellency the Lieutenant-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*.

Rebecca McPhee
Acting 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 Bathurst Street being the land identified in Government Gazette dated 7th January 1835 pages 9 & 10 shown as (E) on DP1296850 in respect of which stratum note SN1 applies.

SCHEDULE 2

1. 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 on the Easement Site.

2. Terms of the Easement

2.1 Subject to the terms of this instrument, 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, replace, and upgrade any Hostile Vehicle Mitigation Measures on the Lot Burdened, but only within the Easement Site; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Easement Site using the most direct route at reasonable times and at any time in the event of an emergency and only remain on the Easement Site for as long as is reasonably necessary;
 - (ii) taking anything that is reasonably necessary on to the Easement Site; and
 - (iii) carrying out works within the Easement Site, such as constructing, placing, repairing, maintaining or removing the Hostile Vehicle Mitigation Measures and equipment.
- (c) The Authority Benefited will provide the Owner of the Lot Burdened prior written notice before exercising its rights under clause 2.1 (b) (i)-(iii) except in the event of an emergency.

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

- (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 including infrastructure, improvements, Structures, and buildings on the 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 and members of the public including by ensuring that safe public access is maintained to and from and within the Lot Burdened including the Easement Site (except in circumstances where safe access is temporarily not possible) for day to day use by members of the public including for persons in wheelchairs, in prams and on mobility scooters;
- (e) clean and maintain the pavement and maintain the street trees within the Easement Site;

- (f) clean and maintain the Structures, and Council infrastructure within the Easement Site but only to the extent those Structures and Council infrastructure are materially of the same nature and extent as at the date of completion of works by the Authority Benefited;
- (g) upon Permanent Removal of the Hostile Vehicle Mitigation Measures by the Authority Benefited or prior to extinguishment of this Easement (whichever comes first), the Authority Benefited will remove the structures it installed in the Easement Site and make good the pavement ensuring it matches upgrades elsewhere on the Lot Burdened;
- (h) take all necessary steps to minimise any adverse interference caused by the Authority Benefited to the Owner of the Lot Burdened or users of the Lot Burdened including members of the public; and
- (i) comply with all relevant laws relating to the exercise of those rights.

2.3 In the event that the Authority Benefited fails to comply with clause **Error! Reference source not found.** to the satisfaction of the Owner of the Lot Burdened (acting reasonably):

- (a) the Owner of the Lot Burdened may notify the Authority Benefited in writing including reasonable details and reasons for the view of the Owner of the Lot Burdened; and
- (b) the Authority Benefited must, within a reasonable period of time following receipt of the notice referred to in clause **Error! Reference source not found.**, conduct the relevant works or discuss with the Owner of the Lot Burdened in good faith to resolve the dispute.

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 where they interfere with this Easement; 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.

The Authority Benefited agrees that the Owner of the Lot Burdened may replace or upgrade the pavement and other infrastructure around the Hostile Vehicle Mitigation measures.

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.

Permanent Removal means the removal by the Authority Benefited with no intention to replace.

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.

Hostile Vehicle Mitigation Measures means devices designed to protect members of the public from unauthorised vehicle intrusion onto the Lot Burdened, with such devices:

- (a) including, by way of example, bollards or spheres; and
- (b) not including any barrier which prevents members of the public, whether pedestrians, persons in wheelchairs, in prams and on mobility scooters, from passing through the devices.

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).