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New South Wales

Number 120

Friday, 9 November 2018

The New South Wales Government Gazette is the permanent public record of official NSW Government notices. It also contains local council, private and other notices.

From 1 January 2018, each notice in the Government Gazette has a unique identifier that appears in square brackets at the end of the notice and that can be used as a reference for that notice (for example, [n2018-14]).

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GOVERNMENT NOTICES

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 His Excellency the Governor, that the easement described in Schedule 1 below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by section 38C of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

Anne Purcell
Acting Chief Executive
Sydney Metro

SCHEDULE 1

An easement for safety structure on the terms set out in Schedule 2, and over that part of the piece or parcel of land situated at Sydney, in the Local Government Area of Sydney, Parish of St Lawrence and County of Cumberland being that part of the Common Property within Strata Plan 51077 shown marked as "A " and "B" on the unregistered Plan of Acquisition of Easements for Railway Purposes (PPN DP 1248511) dated 31 October 2018, a copy of which is set out in Schedule 3.

SCHEDULE 2

Terms of easement for safety structure

1. EASEMENT FOR SAFETY STRUCTURE

1.1 Easement summary

This Easement provides the Authority Benefited with a right to:

- (a) access to the Easement Site for the purpose of installing the Safety Structure; and
- (b) have the Safety Structure remain on the Easement Site at all times.

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 Lot Burdened to gain access to the Easement Site;
 - (B) taking anything on to the Lot Burdened; and
 - (C) removing, modifying or replacing any part of the Existing Building Structures or relocating any services; and
 - (ii) have the Safety Structure remain on the Easement Site.
- (b) In exercising its rights under this Easement, the Authority Benefited must:
 - (i) prior to installing the Safety Structure in the Easement Site, provide the Owner of the Lot Burdened with details of the Safety Structure, including the proposed design, location, size and type of Safety Structure;
 - (ii) make good any damage to the Easement Site, Lot Burdened and Building to the extent caused by the Authority Benefited;
 - (iii) 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;
 - (iv) 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
 - (v) comply with all relevant laws relating to the exercise of those rights.

- (c) The Owner of the Lot Burdened must not do or allow anything to be done to damage or interfere with the Safety Structure prior to the expiry of the Easement under clause 1.3.

1.3 **Expiry of the Easement**

- (a) This Easement will expire on the earlier of:
 - (i) the date on which the Building is demolished; and
 - (ii) the date on which the Safety Structure installed pursuant to this Easement has been rendered redundant.
- (b) If this Easement has expired under paragraph (a), the Owner of the Lot Burdened and the Authority Benefited (if requested by the Owner) 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.
- (c) The Authority Benefited will not be required to remove the Safety Structure on expiry of the Easement.

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**

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 entitled "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 area shown marked "A" and "B" on the unregistered Plan of Acquisition of Easements for Railway Purposes dated 31 October 2018, a copy of which is set out in Schedule 3.

Equipment means all necessary tools, implements, materials, machinery and vehicles.

Existing Building Structures means any improvements located within the Lot Burdened at the commencement of the Easement.

Lot Burdened means the Common Property in Strata Plan 51077.

Occupier means any person who is legally entitled and authorised to occupy any part of 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.

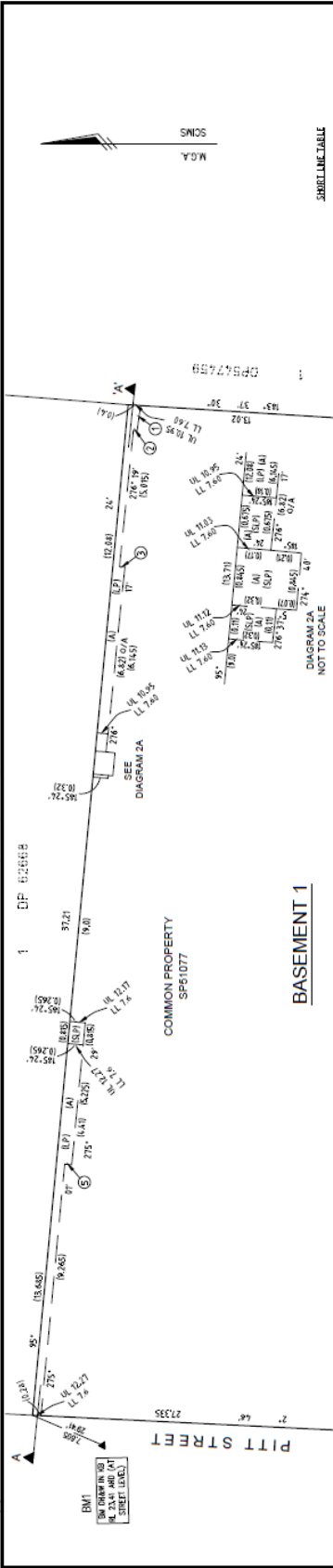
Owners Corporation means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW) or community association constituted under the *Community Land Development Act 1989* (NSW) and any similar body corporate serving the same functions and purposes as an owners corporation or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

Permitted Purpose means installing, maintaining, modifying, replacing, dismantling and removing any Safety Structure.

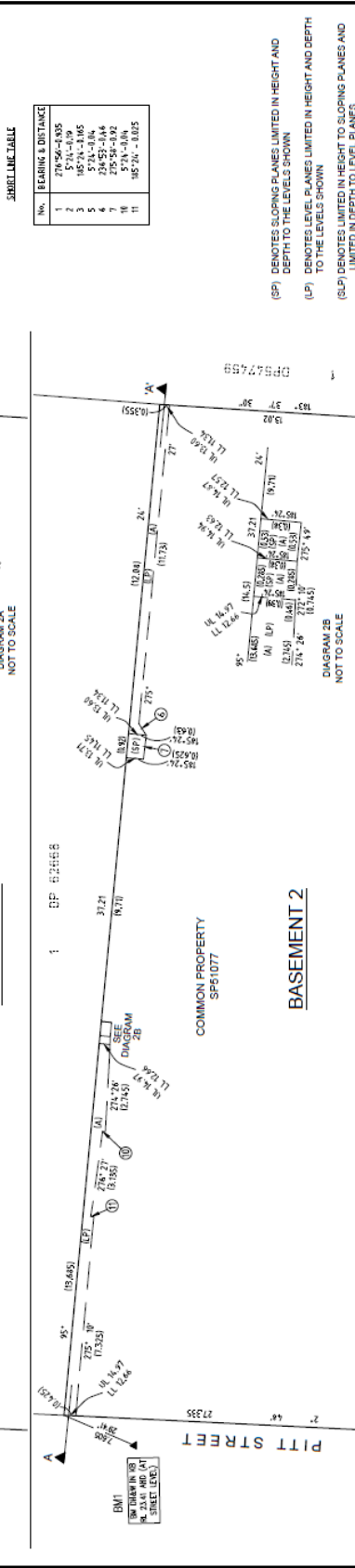
Safety Structure means a safety and/or security barrier or wall, structural or non-structural blockwork or brick wall, reinforced brick wall, reinforced concrete wall, steel frame structure, barrier including organ barriers and crash barriers, timber hoarding, colour bond sheeting, railing, parapet, handrail, concrete plinth, structural

connections, structure for bracing, supporting or propping up fixtures and fittings including couplers, brackets and bracing or such structure for the purpose of:

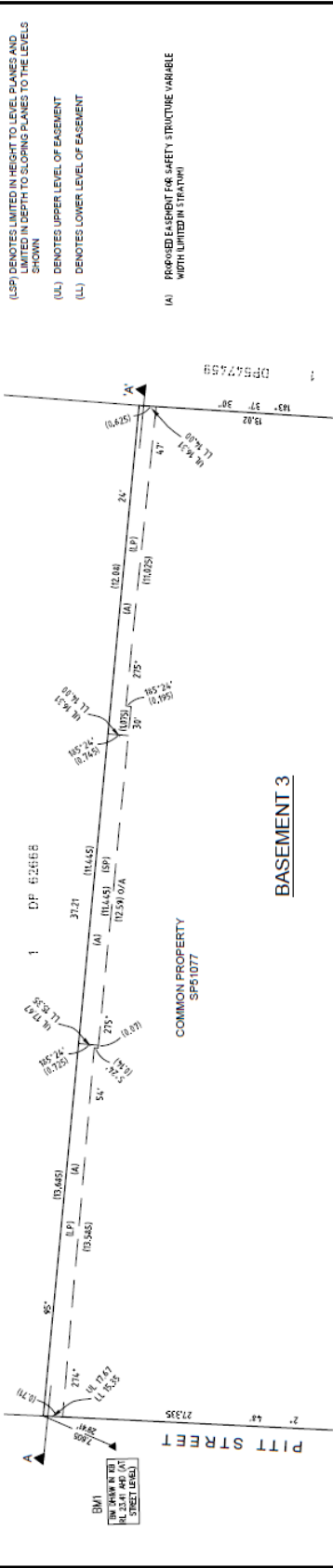
- (a) preventing vehicular or pedestrian access into the land owned by the Authority Benefited;
- (b) protecting and ensuring the safety of the Existing Building Structures, the Occupiers and the Owner of the Lot Burdened; or
- (c) protecting and ensuring the safety of any improvements or works on land adjoining the Lot Burdened including land owned by the Authority Benefited, and any occupant of such land.



BASEMENT 1



BASEMENT 2



BASEMENT 3

SUBLINE TABLE

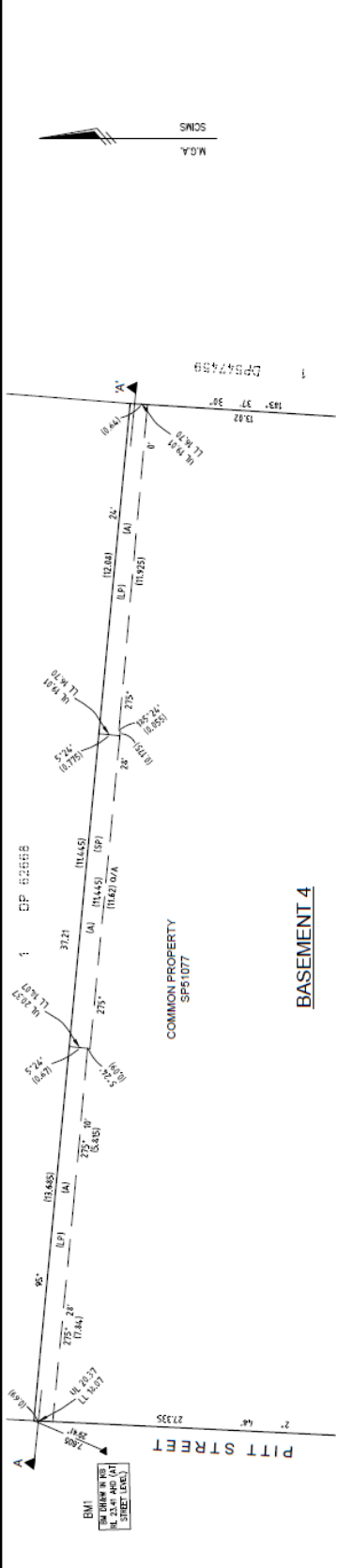
No.	BEARING & DISTANCE
1	274° 26' - 4.905
2	5° 21' - 4.79
3	105° 24' - 4.185
4	234° 52' - 0.44
5	275° 54' - 4.92
6	5° 21' - 4.79
7	274° 26' - 4.905

- (SP) DENOTES SLOPING PLANES LIMITED IN HEIGHT AND DEPTH TO THE LEVELS SHOWN
- (LP) DENOTES LEVEL PLANES LIMITED IN HEIGHT AND DEPTH TO THE LEVELS SHOWN
- (LSP) DENOTES LIMITED IN HEIGHT TO SLOPING PLANES AND LIMITED IN DEPTH TO LEVEL PLANES
- (LSP) DENOTES LIMITED IN HEIGHT TO SLOPING PLANES AND LIMITED IN DEPTH TO SLOPING PLANES TO THE LEVELS SHOWN
- (UL) DENOTES UPPER LEVEL OF EASEMENT
- (LL) DENOTES LOWER LEVEL OF EASEMENT
- (A) PROPOSED EASEMENT FOR SAFETY STRUCTURE VARIABLE WIDTH (LIMITED IN STRAIGHT)

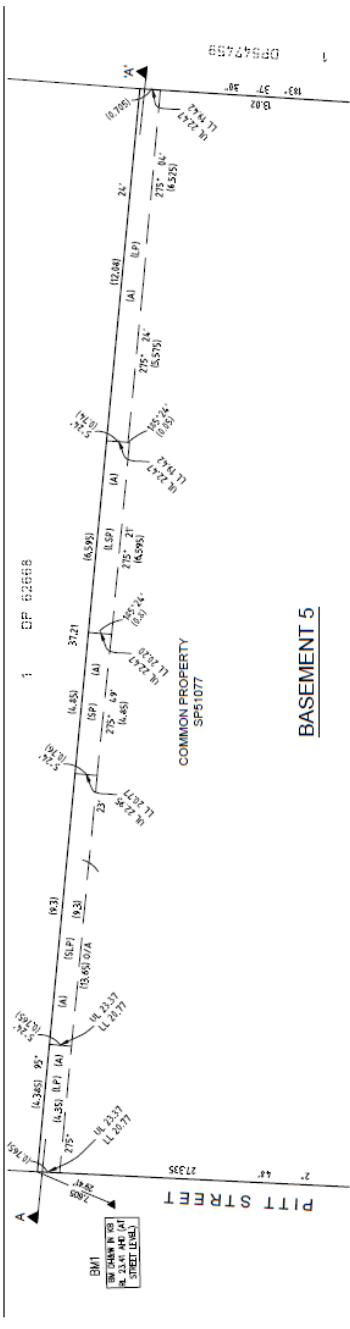
<p>SURVEYOR Name: STEPHEN F. GOLLAN Date: 12.05.2017 & 26.10.2018 Reference: PR124856-81-DP1 (Cert Ref: PR124856-81-DP1.c.dwg)</p>	<p>PLAN OF ACQUISITION OF EASEMENTS AFFECTING COMMON PROPERTY IN SP 51077</p>	<p>REGISTERED L.G.A.: SYDNEY SYDNEY Locality: SYDNEY Reduction Ratio: 1:100 Lengths are in meters</p>	<p>PPN DP 1248511</p>
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WARNING: CREATION OF RECORD WILL LEAD TO REJECTION

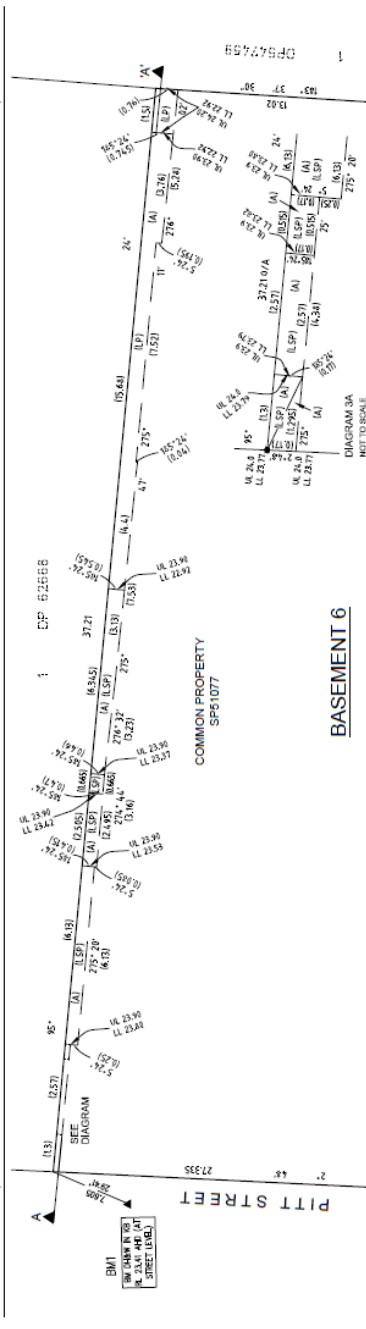
PLAN FORM 1.520



BASEMENT 4



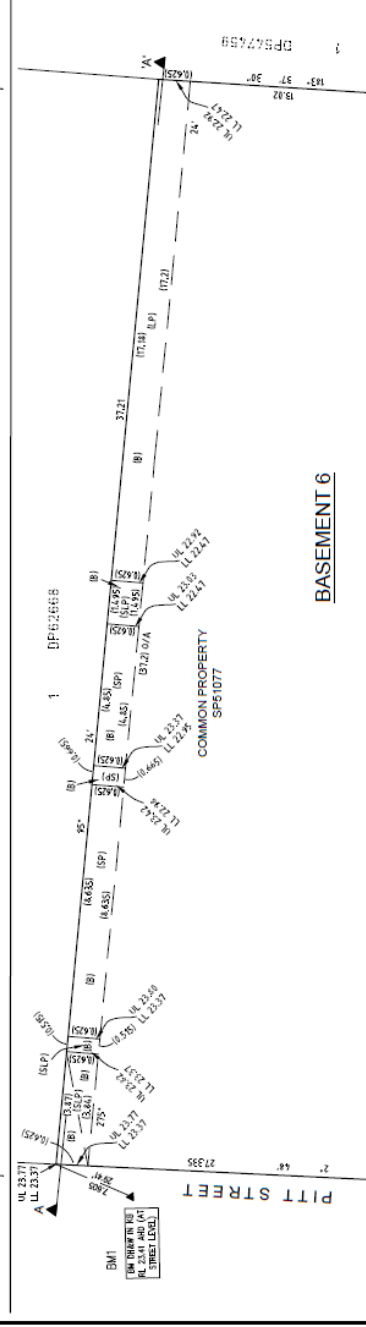
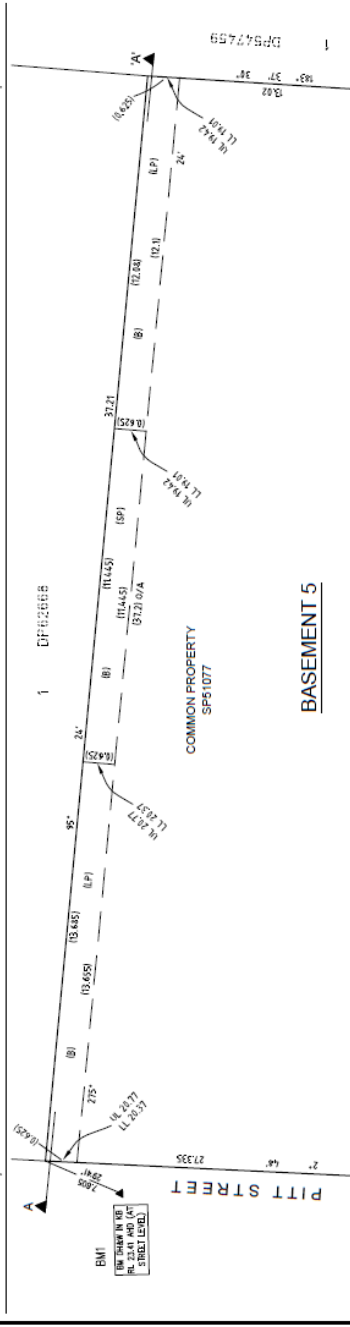
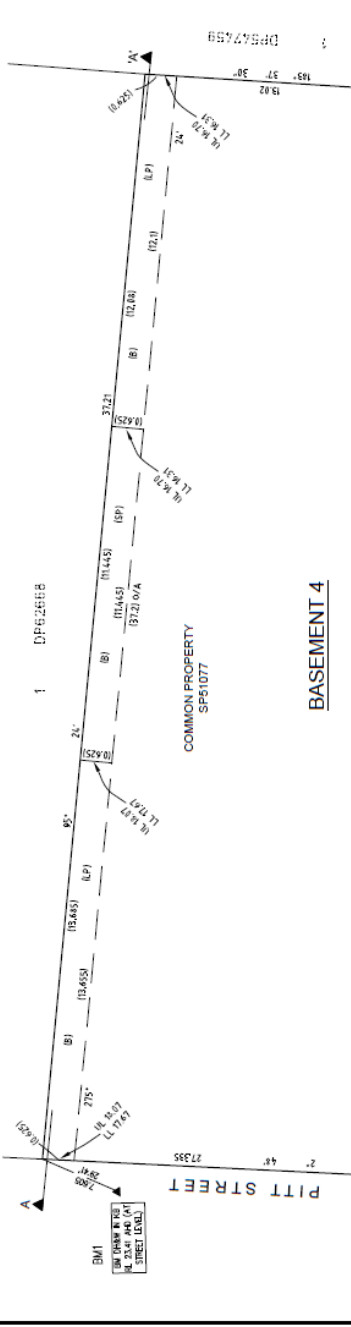
BASEMENT 5



BASEMENT 6

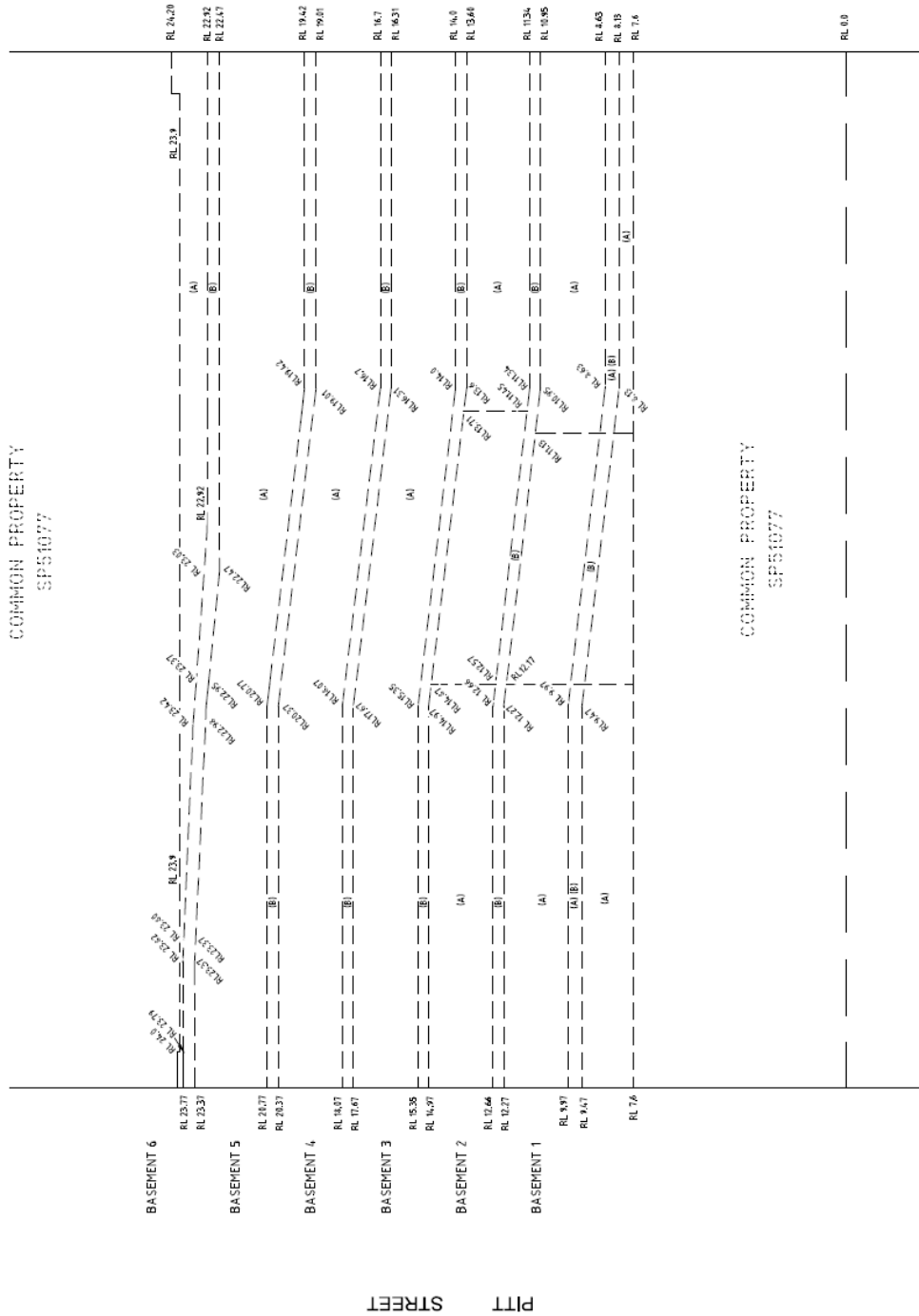
- (SP) DENOTES SLOPING PLANES LIMITED IN HEIGHT AND DEPTH TO THE LEVELS SHOWN
- (LP) DENOTES LEVEL PLANES LIMITED IN HEIGHT AND DEPTH TO THE LEVELS SHOWN
- (SLP) DENOTES SLOPING PLANES LIMITED IN HEIGHT AND DEPTH LIMITED IN DEPTH TO LEVEL PLANES
- (LSP) DENOTES LEVEL PLANES LIMITED IN HEIGHT AND DEPTH LIMITED IN DEPTH TO SLOPING PLANES TO THE LEVELS SHOWN
- (UL) DENOTES UPPER LEVEL OF EASEMENT
- (LL) DENOTES LOWER LEVEL OF EASEMENT
- (A) FRAMED EASEMENT FOR SAFETY STRUCTURE VARIABLE WIDTH LIMITED IN STRATHI

SURVEYOR Name: STEPHEN F. GOLLAN Date: 12.05.2017 5.26.10.2018 Reference: PR124856-81-DP1 (Code Ref: PR124856-81-DP1.cad)	PLAN OF ACQUISITION OF EASEMENTS AFFECTING COMMON PROPERTY IN SP 51077	L.G.A.: STONEY Locality: STONEY Reduction Ratio: 1: 100 Lengths are in metres	REGISTERED PPN DP 1248511
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- (SP) DENOTES SLOPING PLANES LIMITED IN HEIGHT AND DEPTH TO THE LEVELS SHOWN
- (LP) DENOTES LEVEL PLANES LIMITED IN HEIGHT AND DEPTH TO THE LEVELS SHOWN
- (SLP) DENOTES LIMITED IN HEIGHT TO SLOPING PLANES AND LIMITED IN DEPTH TO LEVEL PLANES
- (LSP) DENOTES LIMITED IN HEIGHT TO LEVEL PLANES AND LIMITED IN DEPTH TO SLOPING PLANES TO THE LEVELS SHOWN
- (UL) DENOTES UPPER LEVEL OF EASEMENT
- (LL) DENOTES LOWER LEVEL OF EASEMENT
- (B) PROPOSED EASEMENT FOR SAFETY STRUCTURE 1.65 M WIDE LIMITED IN STRATH

<p>SURVEYOR Name: STEPHEN F. GOLLAN Date: 12.05.2017 & 26.10.2018 Reference: PR12-4856-81-DP1</p>	<p>L.G.A.: SYDNEY Locality: Reduction Ratio: 1:100 Lengths are in metres</p>	<p>REGISTERED</p> <p>PLAN OF ACQUISITION OF EASEMENTS AFFECTING COMMON PROPERTY IN SP 51077</p>	<p>PPN DP 1248511</p>
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1
DP 547459

- (A) PROPOSED EASEMENT FOR SAFETY STRUCTURE VARIABLE
- (B) PROPOSED EASEMENT FOR SAFETY STRUCTURE 1625 WIDE LIMITED IN STRATH

SURVEYOR
 Name: STEPHEN F. GOLLAN
 Date: 12.05.2017 & 26.10.2018
 Reference: PR124856-81-DP1
 (Cat Ref: PR124856-81-DP1.cad)

PLAN OF ACQUISITION OF EASEMENTS AFFECTING COMMON PROPERTY IN SP 51077

L.G.A.: SYDNEY SYDNEY
 Location:
 Reduction Ratio: 1:100
 Lengths are in metres

REGISTERED

PPN DP 1248511

SECTION 'A-A'

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 His Excellency the Governor, that the easement described in Schedule 1 below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by section 38C of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

Anne Purcell
Acting Chief Executive
Sydney Metro

SCHEDULE 1

An easement for safety structure on the terms set out in Schedule 2, and over that part of the piece or parcel of land situated at Sydney, in the Local Government Area of Sydney, Parish of St Lawrence and County of Cumberland being that part of the Common Property within Strata Plan 51077 shown marked as " E1-2 and E2-2 " on Sheets 1, 4 and 7 of Drawing No. NWRLSRT-RPS-SPS-SR-DWG-000042-G-308 Pitt St Basement, a copy of which is set out in Schedule 3.

SCHEDULE 2

Terms of easement for safety structure

1. EASEMENT FOR SAFETY STRUCTURE

1.1 Easement summary

This Easement provides the Authority Benefited with a right to:

- (a) access to the Easement Site for the purpose of installing the Safety Structure; and
- (b) have the Safety Structure remain on the Easement Site at all times.

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 Lot Burdened to gain access to the Easement Site;
 - (B) taking anything on to the Lot Burdened; and
 - (C) removing, modifying or replacing any part of the Existing Building Structures or relocating any services; and
 - (ii) have the Safety Structure remain on the Easement Site.
- (b) In exercising its rights under this Easement, the Authority Benefited must:
 - (i) prior to installing the Safety Structure in the Easement Site, provide the Owner of the Lot Burdened with details of the Safety Structure, including the proposed design, location, size and type of Safety Structure;
 - (ii) make good any damage to the Easement Site, Lot Burdened and Building to the extent caused by the Authority Benefited;
 - (iii) 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;
 - (iv) 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
 - (v) comply with all relevant laws relating to the exercise of those rights.

- (c) The Owner of the Lot Burdened must not do or allow anything to be done to damage or interfere with the Safety Structure prior to the expiry of the Easement under clause 1.3.

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 notify the Owner of the Lot Burdened in writing.
- (b) This Easement will expire on the earlier to occur of:
 - (i) 31 January 2022; and
 - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under paragraph (a).
- (c) If this Easement has expired under paragraph (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.
- (d) The Authority Benefited will not be required to remove the Safety Structure on expiry of the Easement.

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

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 entitled "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 area shown marked "E1-2 and E2-2 " on Sheets 1, 4 and 7 of Drawing No. NWRLSRT-RPS-SPS-SR-DWG-000042-G-308 Pitt St Basement, a copy of which is set out in Schedule 3.

Equipment means all necessary tools, implements, materials, machinery and vehicles.

Existing Building Structures means any improvements located within the Lot Burdened at the commencement of the Easement.

Lot Burdened means the Common Property in Strata Plan 51077.

Occupier means any person who is legally entitled and authorised to occupy any part of 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, modifying, replacing, dismantling and removing any Safety Structure.

Safety Structure means a safety and/or security barrier or wall, structural or non-structural blockwork or brick wall, reinforced brick wall, reinforced concrete wall, steel frame structure, barrier including organ barriers and crash barriers, timber hoarding,

colour bond sheeting, railing, parapet, handrail, concrete plinth, structural connections, structure for bracing, supporting or propping up fixtures and fittings including couplers, brackets and bracing or such structure for the purpose of:

- (a) preventing vehicular or pedestrian access into the land owned by the Authority Benefited;
- (b) protecting and ensuring the safety of the Existing Building Structures, the Occupiers and the Owner of the Lot Burdened; or
- (c) protecting and ensuring the safety of any improvements or works on land adjoining the Lot Burdened including land owned by the Authority Benefited, and any occupant of such land.

