



# *Government Gazette*

of the State of

New South Wales

Number 90

Wednesday, 12 September 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]).

The Gazette is compiled by the Parliamentary Counsel's Office and published on the NSW legislation website ([www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)) under the authority of the NSW Government. The website contains a permanent archive of past Gazettes.

To submit a notice for gazettal – see Gazette Information.

**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*.

Tom Gellibrand  
Acting 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 Artarmon, in the Local Government Area of Willoughby, Parish of Willoughby and County of Cumberland being that part of the Common Property in Strata Plan 2412, shown marked "(A)(SN1), (A)(SN2) and (A)(SN3)" in DP 1232826.

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 Artarmon, in the Local Government Area of Willoughby, Parish of Willoughby and County of Cumberland being that part of the Common Property in Strata Plan 51233, shown marked "(A)(SN4)" in DP 1232826.

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 Artarmon, in the Local Government Area of Willoughby, Parish of Willoughby and County of Cumberland being that part of the Common Property in Strata Plan 10605, shown marked "(A)(SN5)" in DP 1232826.

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 Artarmon, in the Local Government Area of Willoughby, Parish of Willoughby and County of Cumberland being that part of Lot 100 in Deposited Plan 1156157, shown marked "(A)(SN6), (A)(SN7), (A)(SN8) and (A)(SN9)" in DP 1232826.

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 Artarmon, in the Local Government Area of Willoughby, Parish of Willoughby and County of Cumberland being that part of the Common Property in Strata Plan 52599, shown marked "(A)(SN9)" in DP 1232826.

## SCHEDULE 2

### 1. EASEMENT FOR ROCK ANCHORS (LIMITED IN STRATUM)

#### 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.

#### 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) access the Easement Site at all times with or without Equipment for the Permitted Purpose and do anything reasonably necessary for that purpose; and
  - (ii) have the Rock Anchors remain in the Easement Site.
- (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.

#### 1.3 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 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 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.

**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 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 maintenance, 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.

(Sydney Metro Document Number: SM18/0000628, SM-18-00097118)

