

**Government Gazette** 

# of the State of

# New South Wales

# Number 352–Compulsory Acquisitions Friday, 30 July 2021

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By Authority Government Printer

#### **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 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 scaffolding 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 the Common Property in Strata Plan 68274, shown marked "(B)" in Drawing No. SMCSWSPN-RPS-PSN-SR-DWG-000004-C - 250 Pitt St, a copy of which is set out in Schedule 3.

#### SCHEDULE 2

#### 1. EASEMENT FOR SCAFFOLDING

#### 1.1 Easement summary

This Easement provides the Authority Benefited with a right to install and use scaffolding in the Easement Site at all times until the expiry of the Easement pursuant to 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:
  - enter on, pass and repass over and to encroach on the Easement Site at all times with or without Equipment for the Permitted Purpose until expiry of this Easement under clause 1.3; and
  - (ii) do anything reasonably necessary for that purpose including:
    - (A) entering the Easement Site; and
    - (B) taking anything on to the Easement Site.
- (b) In exercising its rights under this Easement, the Authority Benefited must:
  - prior to installing Scaffolding in the Easement Site, provide the Owner of the Lot Burdened with details of the extent of the Scaffolding, including access paths through and around the Scaffolding where there may be an impact on access to the Lot Burdened;
  - (ii) ensure that the Scaffolding installed in the Easement Site is maintained in good repair and in a safe condition;
  - (iii) maintain adequate safety arrangements in respect of the Easement Site to:
    - (A) mitigate risk of harm to members of the public caused by the activities of the Authority Benefited; and
    - (B) maintain adequate safety arrangements in respect of the Scaffolding to secure any relevant building from being accessed from any part of the Scaffolding;
  - (iv) make good any damage to the Easement Site, Lot Burdened and Building to the extent caused by the Authority Benefited;
  - (v) 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;
  - (vi) 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
  - (vii) comply with all relevant laws relating to the exercise of those rights.
- (c) Any Existing Building Structures and services on or in the Easement Site must not be removed or damaged by the Authority Benefited or its Authorised Users and must be

protected by the Authority Benefited and its Authorised Users from damage caused by the exercise of any rights pursuant to the Easement.

#### 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:
  - (i) remove the Scaffolding from the Easement Site; and
  - (ii) notify the Owner of the Lot Burdened in writing.
- (b) This Easement will expire on the earlier to occur of:
  - (i) 1 May 2023; and
  - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under clause 1.3(a)(ii).
- (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.

#### 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 any 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 each Easement, excluding the section titled "Easement summary" and including the general provisions set out in this clause 2.

**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.

**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 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.

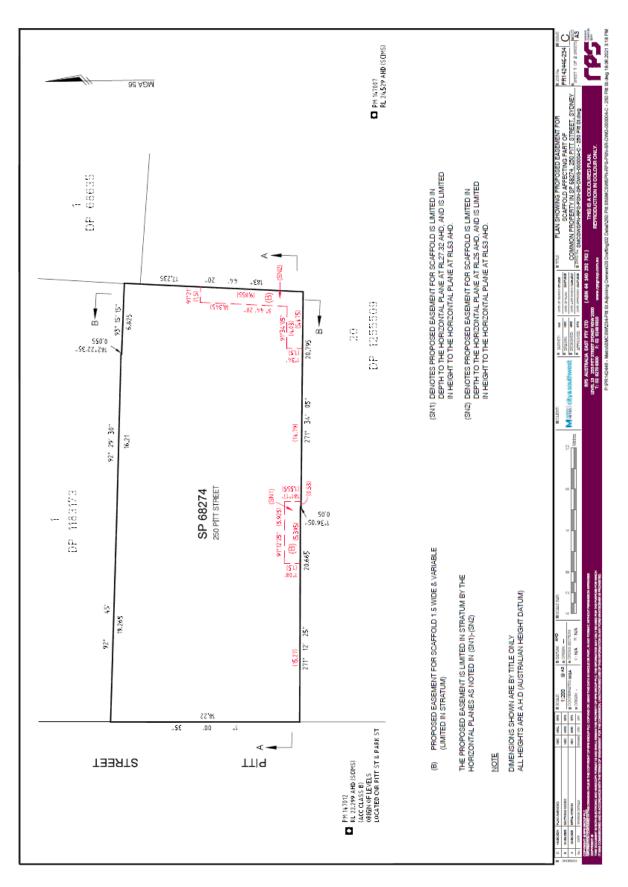
**Owners Corporation** means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW) or community association constituted under the *Community Land Development Act 1989* (NSW) and any similar body corporate serving the same functions and purposes as an owners corporation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

**Permitted Purpose** means installing, maintaining, replacing, dismantling and removing Scaffolding.

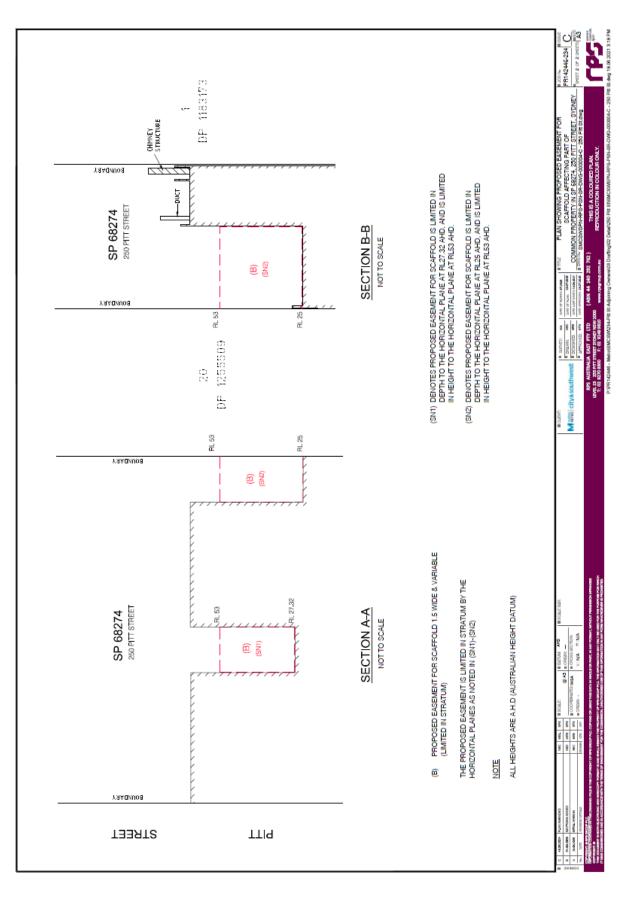
**Scaffolding** means a temporary structure (including access platforms, working platforms, catch platforms, landing platforms, chainmesh, shadecloth mesh and plywood or similar materials) incorporating elements of scaffolding systems as detailed using the principles of engineering design supported on:

- (a) the ground;
- (b) a class B hoarding structure;
- (c) a cantilevered support structure;
- (d) adjacent property roof structure(s); or
- (e) any combination of the above,

as may be applicable, and braced as required using scaffold ties, anchorages and components as determined by relevant principles of engineering design.



## SCHEDULE 3



(Sydney Metro Document Number: XCO21/00047; SM/21-000865)

# LOCAL GOVERNMENT ACT 1993 & LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

#### COMPULSORY ACQUISITIONS

# REQUIREMENT TO AMEND ACQUISITION NOTICE AND 2 x ERRATUMS CONCERNING THIS ACQUISITION NOTICE

#### **ERRATUM**

In the Acquisition Notice published in the NSW Government Gazette No. 185 of 7 May 2021 page 0885 Compulsory Acquisitions, under Schedule, Lot 13 DP1253515, the words "part of" are inserted in the last sentence after the word "adjoining" and before "7318/1181698".

In the Erratum published in the NSW Government Gazette No. 242 of 11 June 2021, page 1170 Compulsory Acquisitions, the words "page 2" are replaced with the words "page 1170".

In the Erratum published in the NSW Government Gazette No. 317 of 16 July 2021, page 1495 Compulsory Acquisitions, the words "page 2" are replaced with the words "page 1495".

This notice corrects those errors.

The gazettal date remains 07 May 2021

Signature Ken Ross, General Manager Wentworth Shire Council

#### **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 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 scaffolding 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 1 in Deposited Plan 68635, shown marked "(B)" in Drawing No. SMCSWSPN-RPS-PSN-SR-DWG-000003-D - 171 Castlereagh St, a copy of which is set out in Schedule 3.

#### SCHEDULE 2

#### 1. EASEMENT FOR SCAFFOLDING

#### 1.1 Easement summary

This Easement provides the Authority Benefited with a right to install and use scaffolding in the Easement Site at all times until the expiry of the Easement pursuant to 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:
  - enter on, pass and repass over and to encroach on the Easement Site at all times with or without Equipment for the Permitted Purpose until expiry of this Easement under clause 1.3; and
  - (ii) do anything reasonably necessary for that purpose including:
    - (A) entering the Easement Site; and
    - (B) taking anything on to the Easement Site.
- (b) In exercising its rights under this Easement, the Authority Benefited must:
  - prior to installing Scaffolding in the Easement Site, provide the Owner of the Lot Burdened with details of the extent of the Scaffolding, including access paths through and around the Scaffolding where there may be an impact on access to the Lot Burdened;
  - (ii) ensure that the Scaffolding installed in the Easement Site is maintained in good repair and in a safe condition;
  - (iii) maintain adequate safety arrangements in respect of the Easement Site to:
    - (A) mitigate risk of harm to members of the public caused by the activities of the Authority Benefited; and
    - (B) maintain adequate safety arrangements in respect of the Scaffolding to secure any relevant building from being accessed from any part of the Scaffolding;
  - (iv) make good any damage to the Easement Site, Lot Burdened and Building to the extent caused by the Authority Benefited;
  - (v) 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;
  - (vi) 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
  - (vii) comply with all relevant laws relating to the exercise of those rights.
- (c) Any Existing Building Structures and services on or in the Easement Site must not be removed or damaged by the Authority Benefited or its Authorised Users and must be

protected by the Authority Benefited and its Authorised Users from damage caused by the exercise of any rights pursuant to the Easement.

#### 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:
  - (i) remove the Scaffolding from the Easement Site; and
  - (ii) notify the Owner of the Lot Burdened in writing.
- (b) This Easement will expire on the earlier to occur of:
  - (i) 1 May 2023; and
  - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under clause 1.3(a)(ii).
- (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. The Authority Benefited shall bear the reasonable cost of removing the Easement from the title of the Lot Burdened, including registration fees payable to Land Registry Services NSW.

#### 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 any 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**

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

**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.

**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 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.

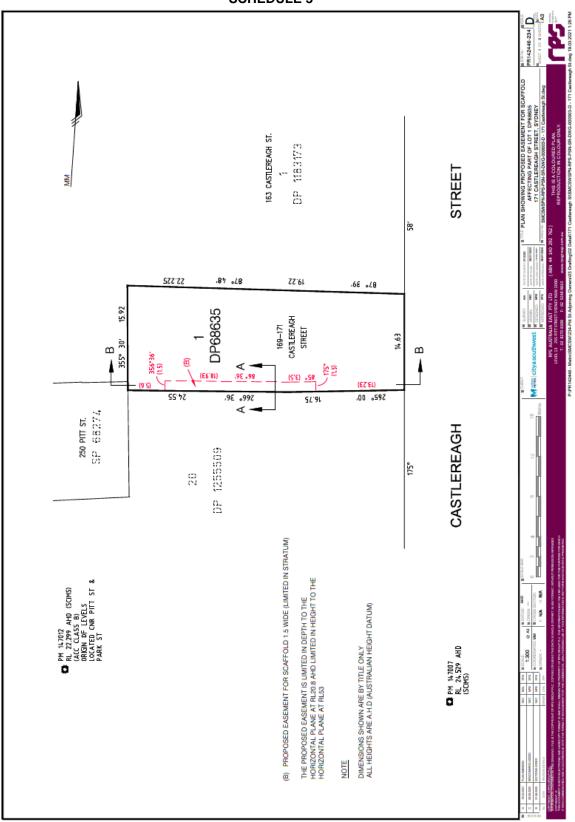
**Owners Corporation** means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW) or community association constituted under the *Community Land Development Act 1989* (NSW) and any similar body corporate serving the same functions and purposes as an owners corporation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

**Permitted Purpose** means installing, maintaining, replacing, dismantling and removing Scaffolding.

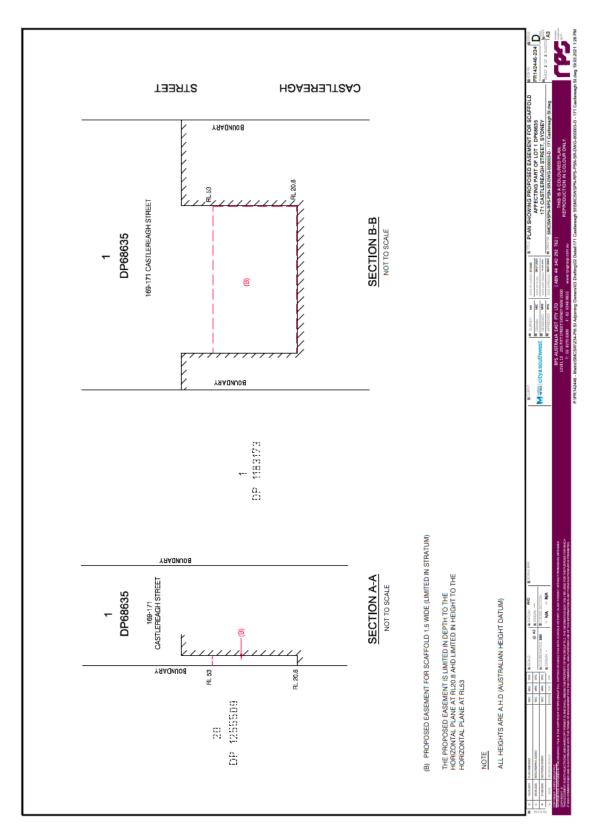
**Scaffolding** means a temporary structure (including access platforms, working platforms, catch platforms, landing platforms, chainmesh, shadecloth mesh and plywood or similar materials) incorporating elements of scaffolding systems as detailed using the principles of engineering design supported on:

- (a) the ground;
- (b) a class B hoarding structure;
- (c) a cantilevered support structure;
- (d) adjacent property roof structure(s); or
- (e) any combination of the above,

as may be applicable, and braced as required using scaffold ties, anchorages and components as determined by relevant principles of engineering design.



**SCHEDULE 3** 



(Sydney Metro Document Number: XCO21/00046; SM/21-000865)

# ROADS ACT 1993

# LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

# Notice of Compulsory Acquisition of Land at Coffs Harbour and Korora in the Coffs Harbour City 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*.

S A WEBB Statutory Land Transactions Manager Transport for NSW

### Schedule

All those pieces or parcels of land situated in the Coffs Harbour City Council area, Parishes of Coff and Moonee, and County of Fitzroy, shown as:

Lot 23 Deposited Plan 1269665, being part of the land in Certificate of Title 10/1140008 and said to be in the possession of Joshua Adam Stokes (registered proprietor) and Commonwealth Bank of Australia (mortgagee);

Lot 2 Deposited Plan 509010, being the whole of the land in Certificate of Title 2/509010 and said to be in the possession of Mukhtiar Singh and Mangit Kaur Singh (registered proprietors) and National Australia Bank Limited (mortgagee), exclusive of the interest of Brian Jahal (occupant);

Lot 18 Deposited Plan 1270218, being part of the land in Certificate of Title 1/814190 and said to be in the possession of Mukhtiar Singh; and

Lot 242 Deposited Plan 752834, being the whole of the land in Certificate of Title 242/752834 and said to be in the possession of Raymond Joseph Dibb and Wendy Lynn Dibb;

excluding any existing easements from the compulsory acquisition of the land listed above.

(TfNSW Papers: SF2020/148410)

# LOCAL GOVERNMENT ACT 1993

## LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

# NOTICE OF COMPULSORY ACQUISITION OF LAND

Wentworth Shire Council declares with the approval of Her Excellency the Governor that the interest 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 the purpose of access to the Dareton River Boat Pump Station.

Dated at Wentworth this 29 day of July 2021

General Manager

### Schedule

Easement for access over track in use marked (A) and shown over Lot 10 DP1253515 being part of the land comprised in 7318/1181698