



# *Government Gazette*

of the State of

New South Wales

**Number 169–Compulsory Acquisitions**

**Friday, 22 April 2022**

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**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 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 rock anchors on the terms set out in Schedule 2, and over that part of that piece or parcel of land situated at Crows Nest, in the Local Government Area of North Sydney, Parish of Willoughby and County of Cumberland, being those parts of Lots 1 and 2 in Deposited Plan 455153, shown marked "(RA1)", "(RA2)" and "(RA3)" on Draft PPN DP1276609, a copy of which is set out in Schedule 3.

## SCHEDULE 2

### 1. EASEMENT FOR ROCK ANCHORS

#### 1.1 Easement summary

This Easement provides the Authority Benefited with the right to have the Rock Anchors remain on the Easement Site at all times until the expiry of the Easement under clause 1.4.

#### 1.2 Terms of the Easement

The Owner of the Lot Burdened grants to the Authority Benefited full, free and unimpeded right for the Authority Benefited to have the Rock Anchors remain on the Easement Site at all times until the expiry of the Easement under clause 1.4, where the Rock Anchors were installed on the Easement Site by the Authority Benefited or its Authorised Users:

- (a) pursuant to this Easement; or
- (b) prior to the acquisition of this Easement.

#### 1.3 De-stressing Rock Anchors

- (a) If the Owner of the Lot Burdened proposes to carry out Redevelopment Works, the Owner of the Lot Burdened must give the Authority Benefited notice of:
  - (i) the proposed Redevelopment Works (including details of the extent of demolition of any part of the Building and the extent of any excavation of the Lot Burdened); and
  - (ii) the proposed date on which the Owner of the Lot Burdened anticipates that it will commence the Redevelopment Works.
- (b) Following receipt of the notice from the Owner of the Lot Burdened referred to in paragraph (a) (along with any additional information regarding the proposed Redevelopment Works reasonably requested by the Authority Benefited), the Authority Benefited will promptly notify the Owner of the Lot Burdened of the relevant stressed Rock Anchors (if any) within the Easement Site that will be required to be de-stressed as a result of the carrying out of the Redevelopment Works.
- (c) Following receipt of the notice from the Authority Benefited referred to in paragraph (b), the Owner of the Lot Burdened may provide a written direction to the Authority Benefited requiring the Authority Benefited to de-stress the relevant Rock Anchors specified in the notice referred to in paragraph (b).
- (d) If the Owner of the Lot Burdened:
  - (i) makes any changes to the proposed Redevelopment Works which may impact on the Rock Anchors; or
  - (ii) changes the proposed date on which the Owner of the Lot Burdened anticipates that it will commence the Redevelopment Works,after the date of the notice referred to in paragraph (a) but before the Authority Benefited carries out its obligation under paragraph (e), then paragraphs (a) to (c) (inclusive) will re-apply.

- (e) The Authority Benefited must, at its cost, de-stress the relevant stressed Rock Anchors set out in the notice provided by the Authority Benefited under paragraph (b) (as amended pursuant to the process in paragraph (d), if required) at a time to be agreed between the parties (acting reasonably), provided that:
  - (i) the Authority Benefited is not required to de-stress any Rock Anchors prior to 31 May 2023; and
  - (ii) the Owner of the Lot Burdened grants such access required over the Lot Burdened to enable the Authority Benefited to comply with this paragraph (e).

The Authority Benefited has no obligation or liability to demolish any Building or excavate the Lot Burdened to conduct the de-stressing of the Rock Anchors, or cut or remove the Rock Anchors from the Easement Site once de-stressed.

- (f) The Owner of the Lot Burdened may, at any time after a Rock Anchor is or has been de-stressed, cut the de-stressed Rock Anchor at any location within the Easement Site and otherwise deal with any part of the de-stressed Rock Anchor within the Easement Site as the Owner of the Lot Burdened sees fit.

#### 1.4 **Expiry of the Easement**

- (a) This Easement will expire on the date on which the Authority Benefited gives the Owner of the Lot Burdened notice that it has de-stressed all stressed Rock Anchors installed on the Easement Site by the Authority Benefited or its Authorised Users.
- (b) If this Easement has expired under paragraph (a), the Owner of the Lot Burdened and the Authority Benefited (if requested by the Owner of the Lot Burdened) 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.

#### 1.5 **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 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.

**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.

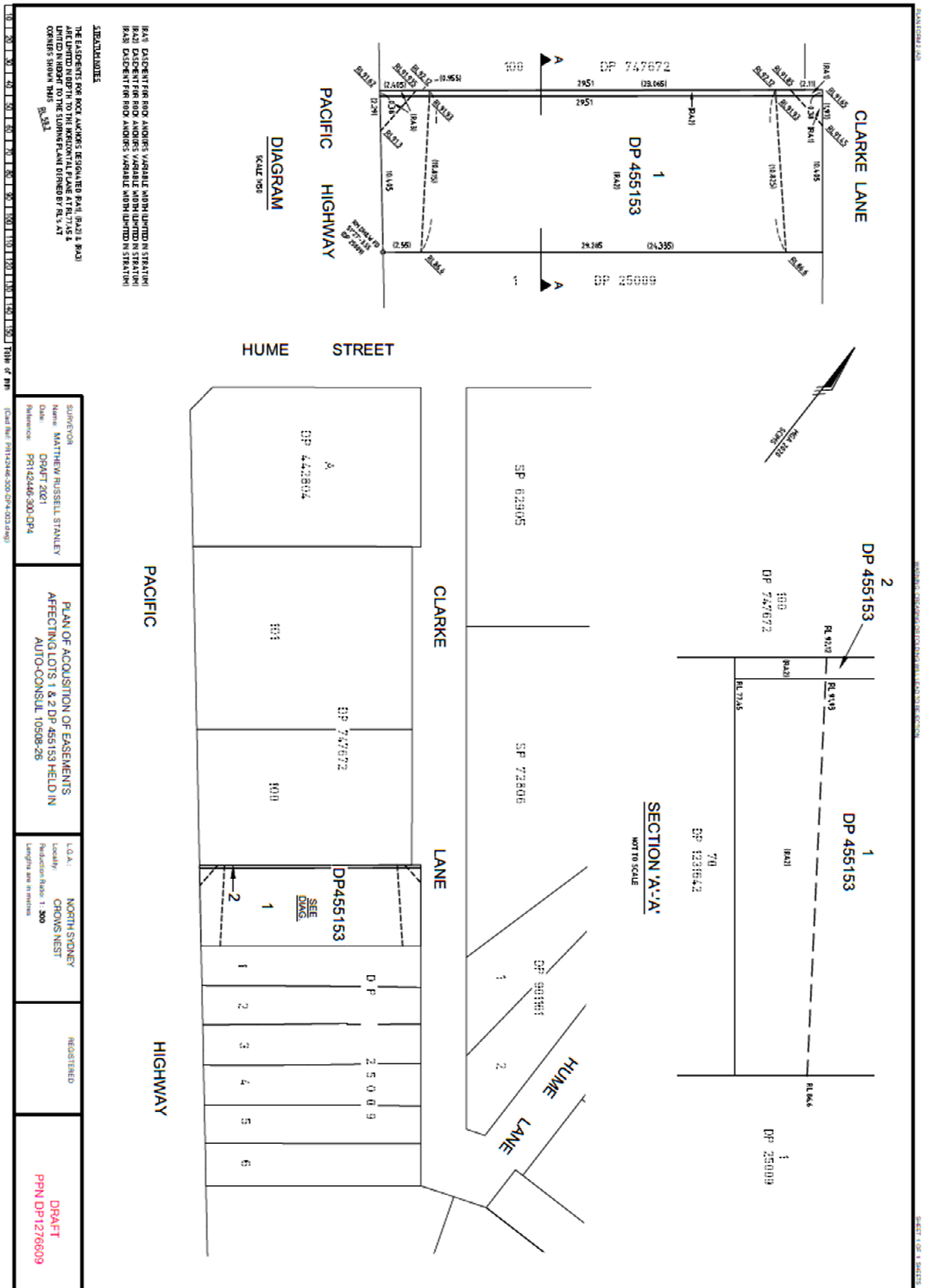
**Owner of the Lot Burdened** means every person who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened and any Owners Corporation in relation 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.

**Redevelopment Works** means any works on the Lot Burdened which include demolition of any part of the Building and/or excavation of any part of the Lot Burdened.

**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.

SCHEDULE 3



(Sydney Metro Document Number: SM/21-002265; XCO22/00036)