



# *Government Gazette*

of the State of

New South Wales

**Number 44**

**Friday, 13 April 2018**

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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

## Roads and Maritime Notices

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### TRANSPORT ADMINISTRATION ACT 1988

### LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

#### Notice of Compulsory Acquisition of Interests in Land for the Purposes of the Transport Administration Act 1988

Transport for NSW 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 clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

IVAN GLAVINIC  
Deputy Program Director - Sydney Metro

#### SCHEDULE 1

An easement for safety structure 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 10 in Deposited Plan 1005181, shown marked "(A)" on Sheet 2 of Drawing No. NWRLSRT-RPS-SMP-SR-DWG-000043, 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 and access 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;
  - (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) 1 March 2019; 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 and Property Information 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 the 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 Transport for NSW (ABN 18 804 239 602), a New South Wales Government agency constituted by section 3C 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 the 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 set out in 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 set out in 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.

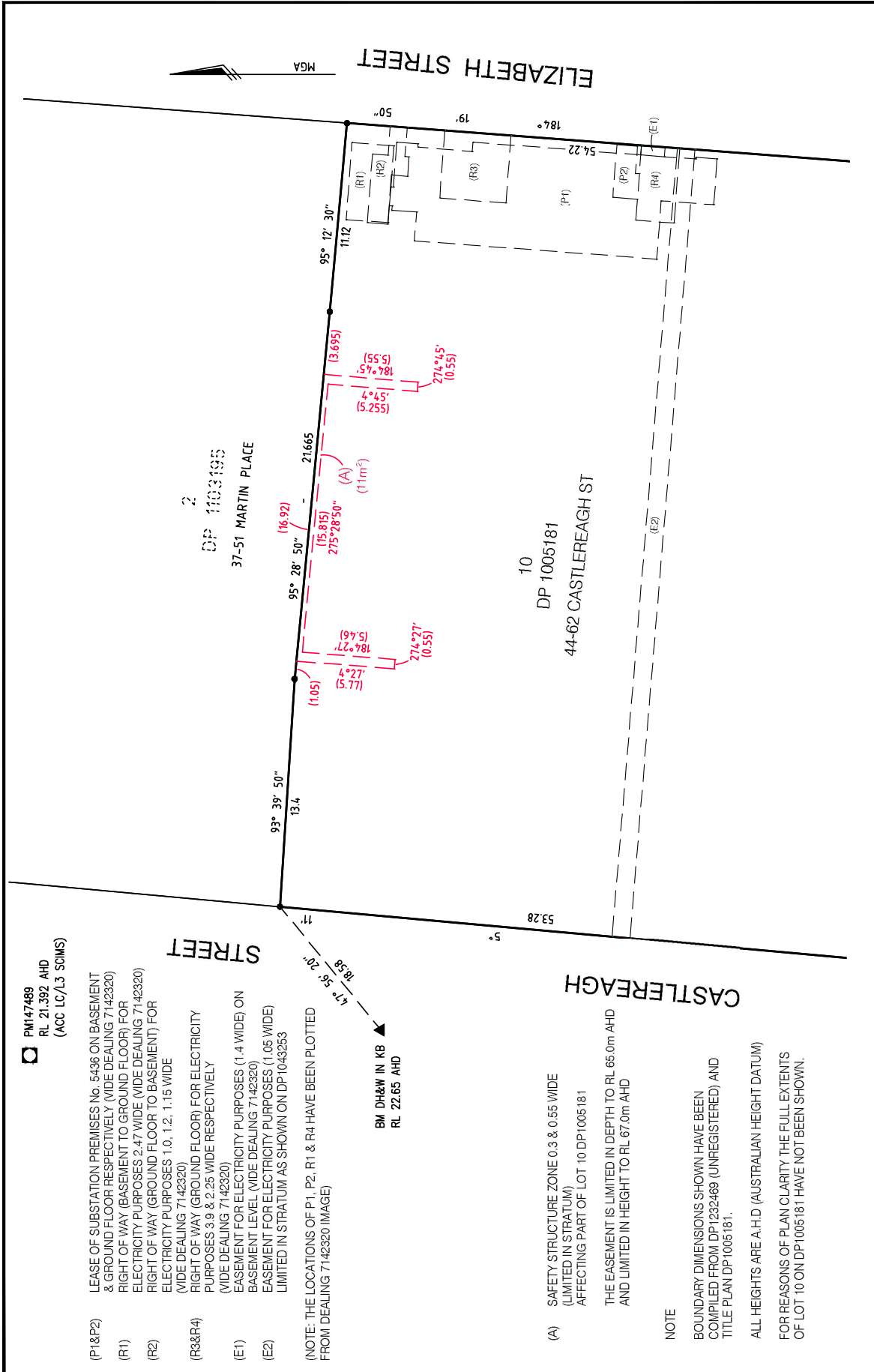
**Permitted Purpose** means installing, maintaining, modifying, replacing, dismantling and removing any Safety Structure.

**Project** means the design, construction (including any demolition required to enable construction to proceed or as a necessary part of any construction), operation and maintenance of the Sydney Metro City & Southwest project on land adjoining or in the vicinity of the Lot Burdened.

**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, structure for bracing, supporting or propping up fixtures and fittings including 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.

**SCHEDULE 3**



PM147489  
RL 21.392 AHD  
(ACC LC/L3 SOIMS)

- (P1&P2) LEASE OF SUBSTATION PREMISES No. 5486 ON BASEMENT & GROUND FLOOR RESPECTIVELY (WIDE DEALING 7142320)
- (R1) RIGHT OF WAY (BASEMENT TO GROUND FLOOR) FOR ELECTRICITY PURPOSES 2.47 WIDE (WIDE DEALING 7142320)
- (R2) RIGHT OF WAY (GROUND FLOOR TO BASEMENT) FOR ELECTRICITY PURPOSES 1.0, 1.2, 1.15 WIDE (WIDE DEALING 7142320)
- (R3&R4) RIGHT OF WAY (GROUND FLOOR) FOR ELECTRICITY PURPOSES 3.9 & 2.25 WIDE RESPECTIVELY (WIDE DEALING 7142320)
- (E1) EASEMENT FOR ELECTRICITY PURPOSES (1.4 WIDE) ON BASEMENT LEVEL (WIDE DEALING 7142320)
- (E2) EASEMENT FOR ELECTRICITY PURPOSES (1.05 WIDE) LIMITED IN STRATUM AS SHOWN ON DP1043253

(NOTE: THE LOCATIONS OF P1, P2, R1 & R4 HAVE BEEN PLOTTED FROM DEALING 7142320 IMAGE)

BM DH&W IN KB  
RL 22.65 AHD

(A) SAFETY STRUCTURE ZONE 0.3 & 0.55 WIDE (LIMITED IN STRATUM) AFFECTING PART OF LOT 10 DP1005181

THE EASEMENT IS LIMITED IN DEPTH TO RL 65.0m AHD AND LIMITED IN HEIGHT TO RL 67.0m AHD

NOTE

BOUNDARY DIMENSIONS SHOWN HAVE BEEN COMPILED FROM DP1232469 (UNREGISTERED) AND TITLE PLAN DP1005181.

ALL HEIGHTS ARE A.H.D (AUSTRALIAN HEIGHT DATUM) FOR REASONS OF PLAN CLARITY THE FULL EXTENTS OF LOT 10 ON DP1005181 HAVE NOT BEEN SHOWN.

PROJECT NO.	PR124856	SHEET 2 OF 8 SHEETS
TITLE	Plan Showing Safety Structure Zone affecting part of LOT 10 DP1005181, 44-62 Castlereagh Street, Sydney	
CLIENT	City of Sydney	
DESIGNED	DATE OF PLAN	27/02/2017
APPROVED	DATE APPROVED	27/02/2017
SCALE	1:200	
DATUM	AHD	
SECTION	V N/A H N/A	



(Transport for NSW Document Number:SM18/0000118)

[n2018-1283]

**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**

Transport for NSW 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 clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

Tom Gellibrand  
Deputy Program Director  
Sydney Metro  
Transport for NSW

**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 Millers Point, in the Local Government Area of Sydney, Parish of St Philip and County of Cumberland being those parts of Hickson Road, Windmill Street and Lot 3 in Deposited Plan 869022 which are shown marked "(E1)", "(E2)" and "(E3)" in Drawing Surveyor's Reference PR124856-81-DP1D, a copy of which is set out in Schedule 3.

## SCHEDULE 2

### Terms of easement for rock anchors

#### 1. EASEMENT FOR ROCK ANCHORS

##### 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 until expiry of the Easement under 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:
  - (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 Easement Site; and
    - (B) taking anything on to the Easement Site; and
  - (ii) have the Rock Anchors remain on the Easement Site until expiry of the Easement under clause 1.3.
- (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 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) de-stress any stressed Rock Anchors but is not required to remove any Rock Anchors installed on the Easement Site pursuant to this Easement; and

- (ii) notify the Owner of the Lot Burdened in writing.
- (b) This Easement will expire on the earlier to occur of:
  - (i) 30 July 2024; and
  - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under paragraph (a)(ii).
- (c) If this Easement has expired under paragraph (b):
  - (i) 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 and Property Information NSW; and
  - (ii) the Owner of the Lot Burdened may, at its risk and cost, cut the Rock Anchors at any location within the Easement Site and otherwise deal with any part of the Rock Anchors within the Easement Site as the Owner of the Lot Burdened sees fit.

#### 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**

**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 Transport for NSW (ABN 18 804 239 602), a New South Wales Government agency constituted by section 3C 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 set out 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 public road and land set out 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.

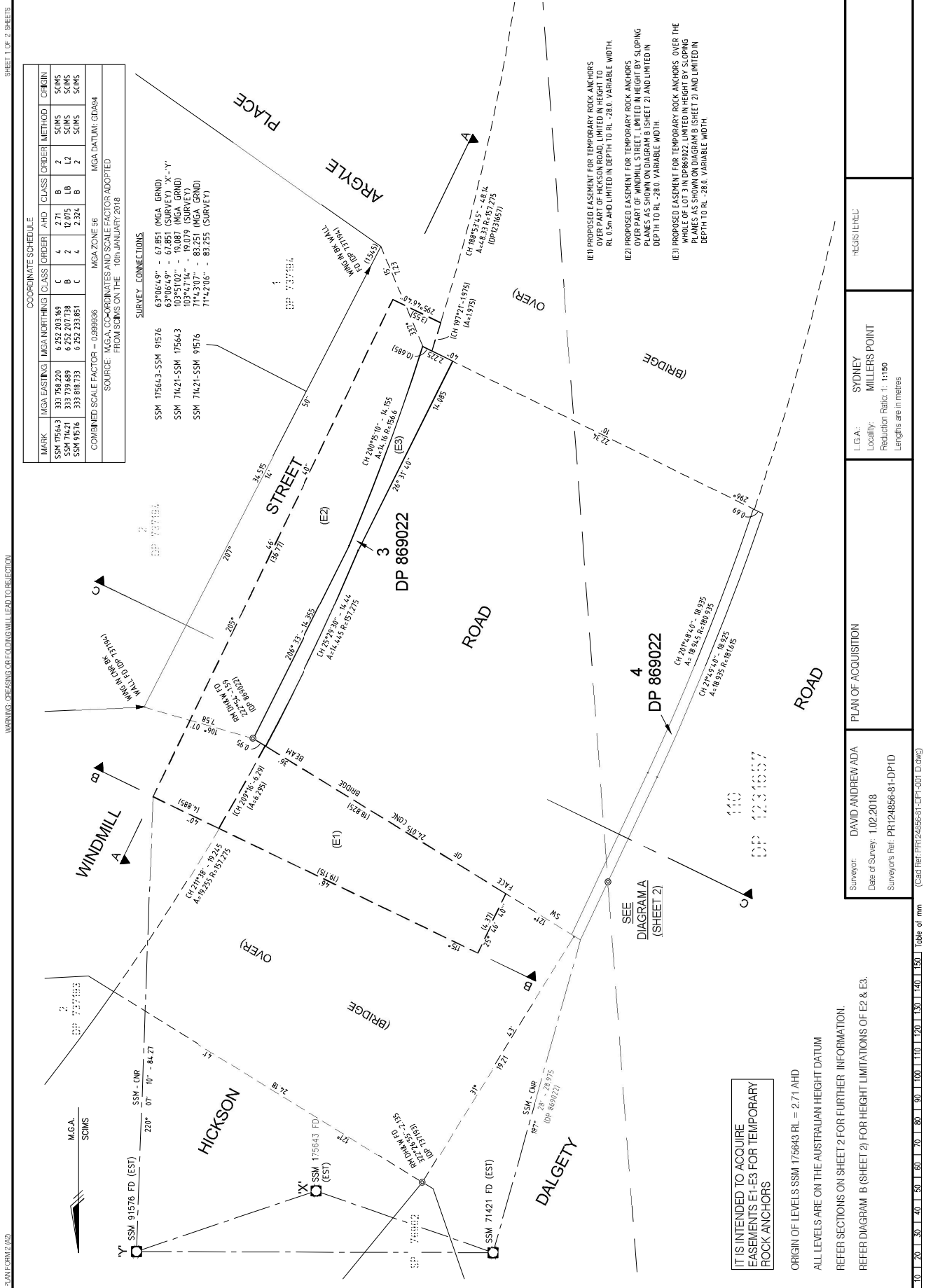
**Owners Corporation** means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW) or community association constituted under the *Community Land Development Act 1989* (NSW) and any similar body corporate serving the same functions and purposes as an owners corporation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

**Permitted Purpose** means installing Rock Anchors within the Easement Site and all works and activities associated with such installation, including replacement or removal of the Rock Anchors.

**Project** means the design, construction (including any demolition required to enable construction to proceed or as a necessary part of any construction), operation and maintenance of the Sydney Metro City & Southwest project on land adjoining or in the vicinity 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 temporarily supporting or temporarily protecting the works on land owned by the Authority Benefited or temporarily underpinning and supporting improvements erected on the Lot Burdened.

**SCHEDULE 3**



COORDINATE SCHEDULE

MARK	MGA EASTING	MGA NORTHING	CLASS	ORDER	METHOD	CRIBIN
SSM 175643	337 758 220	6 252 203 169	C	4	2.71	B
SSM 71421	333 739 889	6 252 207 738	B	2	12.075	L2
SSM 91516	333 818 733	6 252 233 851	C	4	2.324	B
						SCMS
						SCMS
						SCMS

COMBINED SCALE FACTOR = 0.999936 MGA ZONE 86 MGA DATUM: GDA94  
SOURCE: M.G.A. COORDINATES AND SCALE FACTOR ADOPTED FROM SCMS ON THE 10th JANUARY 2018

SURVEY CONNECTIONS

SSM 175643-SSM 91516 63°06'49" - 67.851 (MGA BRND)  
 SSM 71421-SSM 175643 103°51'02" - 19.087 (MGA BRND)  
 SSM 91516-SSM 175643 103°51'02" - 19.087 (MGA BRND)  
 SSM 71421-SSM 91516 71°42'06" - 83.255 (MGA BRND)  
 SSM 175643-SSM 91516 71°42'06" - 83.255 (SURVEY)

(E1) PROPOSED EASEMENT FOR TEMPORARY ROCK ANCHORS OVER PART OF HICKSON ROAD, LIMITED IN HEIGHT TO RL 6.5m AND LIMITED IN DEPTH TO RL -28.0, VARIABLE WIDTH.

(E2) PROPOSED EASEMENT FOR TEMPORARY ROCK ANCHORS OVER PART OF WINDMILL STREET, LIMITED IN HEIGHT BY SLOPING PLANES AS SHOWN ON DIAGRAM B (SHEET 2) AND LIMITED IN DEPTH TO RL -28.0, VARIABLE WIDTH.

(E3) PROPOSED EASEMENT FOR TEMPORARY ROCK ANCHORS OVER THE WHOLE OF LOT 3 IN DP869022, LIMITED IN HEIGHT BY SLOPING PLANES AS SHOWN ON DIAGRAM B (SHEET 2) AND LIMITED IN DEPTH TO RL -28.0, VARIABLE WIDTH.

IT IS INTENDED TO ACQUIRE EASEMENTS E1-E3 FOR TEMPORARY ROCK ANCHORS

ORIGIN OF LEVELS SSM 175643 RL = 2.71 AHD

ALL LEVELS ARE ON THE AUSTRALIAN HEIGHT DATUM

REFER SECTIONS ON SHEET 2 FOR FURTHER INFORMATION.

REFER DIAGRAM B (SHEET 2) FOR HEIGHT LIMITATIONS OF E2 & E3.

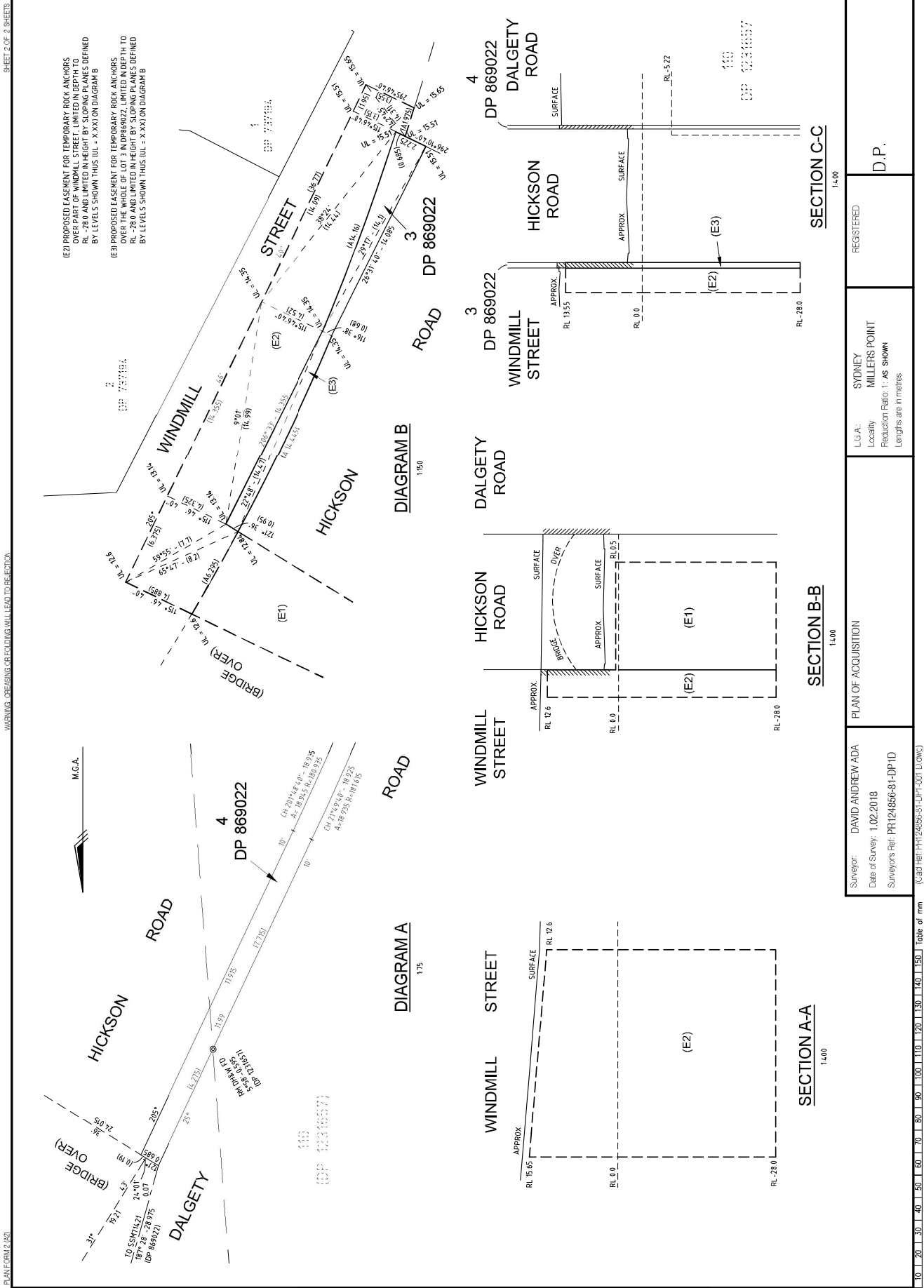
Surveyor: Date of Survey: Surveyor's Ref:	DAVID ANDREW ADA 1.02.2018 PR124856-81-DP1D	PLAN OF ACQUISITION	L.G.A.: Locality: Reduction Ratio: Lengths are in metres	STONEY MILLERS POINT 1:1150	REGISTERED
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3 PLANES ONLY (2) 292

WARNING: CREASING OR FOLDING WILL LEAD TO REGISTRATION

SHEET 1 OF 2 SHEETS





PLAN FORM (EAS)

WARNING: CROSSING OPENINGS WILL LEAD TO DEFECTION.

SHEET 2 OF 2 SHEETS

(E2) PROPOSED EASEMENT FOR TEMPORARY ROCK ANCHORS OVER PART OF WINDMILL STREET, LIMITED IN DEPTH TO RL -280 AND LIMITED IN HEIGHT BY SLOPING PLANES DEFINED BY LEVELS SHOWN THIS (UL = XXX) ON DIAGRAM B

(E3) PROPOSED EASEMENT FOR TEMPORARY ROCK ANCHORS OVER THE WHOLE OF LOT 3 IN DP869022, LIMITED IN DEPTH TO RL -280 AND LIMITED IN HEIGHT BY SLOPING PLANES DEFINED BY LEVELS SHOWN THIS (UL = XXX) ON DIAGRAM B

Surveyor: DAVID ANDREW ADA Date of Survey: 1.02.2018 Surveyor's Ref: PR124856-81-DP1D (CAD FILE: P124856-81-DP1D.DWG)	PLAN OF ACQUISITION	L.G.A.: SYDNEY Locality: MILLERS POINT Reduction Ratio: 1: AS SHOWN Lengths are in metres	REGISTERED	D.P.
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(Transport for NSW Document Number: SM18/0000070)

## Other Government Notices

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### EMERGENCY SERVICES LEVY

Notice of 2018-19 Contribution Target

under the

Emergency Services Levy Act 2017

I, the Treasurer, in pursuance of section 22 (4) of the *Emergency Services Levy Act 2017*, determine the Contribution Target for the 2018-19 financial year to be \$780,398,607.00.

Dated, 12th this day April of 2018.

Treasurer

[n2018-1285]