



# *Government Gazette*

of the State of

New South Wales

**Number 65—Compulsory Acquisitions**

**Friday, 25 February 2022**

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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, non-government and other notices.

Each notice in the Government Gazette has a unique reference number that appears in parentheses at the end of the notice and can be used as a reference for that notice (for example, (n2019-14)).

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To submit a notice for gazettal, see the Gazette page.

**ERRATUM**

***ELECTRICITY SUPPLY ACT 1995***

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

**NOTICE OF COMPULSORY ACQUISITION OF EASEMENTS FOR THE PURPOSES OF THE  
*ELECTRICITY SUPPLY ACT 1995 AS MODIFIED BY THE ELECTRICITY NETWORK ASSETS  
(AUTHORISED TRANSACTIONS) ACT 2015***

In the Acquisition Notice published in the NSW Government Gazette No. 553 - Compulsory Acquisitions of 29 October 2021 [n2021-2314] all references in the table in Schedule 1 to:

1. "Lot 6 DP 1256363" are to be replaced with "Lot 2 DP 1277386"; and
2. "6/1256363" are to be replaced with "2/1277386".

This notice corrects these errors.

The Gazettal date remains 29 October 2021.

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**Brian Salter**

Executive Manager, Legal Governance and Risk

**NSW Electricity Networks Assets Pty Limited**

**ACN 609 169 922** on behalf of **Electricity Transmission**

**Ministerial Holding Corporation** pursuant to s.36 of the

Electricity Network Assets (Authorised Transactions) Act 2015.

C/o Transgrid, PO Box A1000, Sydney South 1235

ROADS 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 lands described in the Schedule below, are acquired by compulsory process in accordance with the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for public road and ancillary infrastructure .

Dated at WENTWORTH this 18<sup>th</sup> day of FEBRUARY 2022



.....  
KEN ROSS General Manager

**Schedule**

Lot 470 DP1268325 being part of the land comprised in 7001/1118958

Lot 471 DP1268325 being part of the land comprised in 7011/1045202

**ROADS ACT 1993**

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

Notice of Compulsory Acquisition of Land  
at 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 that piece or parcel of land situated in the Coffs Harbour City Council area, Parish of Coff and County of Fitzroy, shown as Lot 304 Deposited Plan 1272182, being part of the land in Certificate of Title 11/1158363.

The land is said to be in the possession of Tajinder Nicholas Atwal (registered proprietor) and National Australia Bank Limited (mortgagee).

(TfNSW Papers: SF2020/215860)

**HEALTH ADMINISTRATION ACT 1982**

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

**NOTICE OF ACQUISITION OF LAND BY COMPULSORY PROCESS**

**FOR THE PURPOSES OF THE HEALTH ADMINISTRATION ACT 1982**

Pursuant to section 10 of the *Health Administration Act 1982* and the *Land Acquisition (Just Terms Compensation) Act 1991*, the Health Administration Corporation by its delegate declares, with the approval of the Governor, that the land described in the Schedule below is by this notice acquired by compulsory process for the purposes of the *Health Administration Act 1982*.

SIGNED at St Leonards this 23rd day of February 2022



Manager, Asset Services  
NSW Ministry of Health  
a duly authorised delegate of the  
Health Administration Corporation

**SCHEDULE**

Land

All that piece or parcel of land situated at North Ryde in the Local Government Area of Ryde, Parish of Hunters Hill, County of Cumberland, being Lot 1 in Deposited Plan 38144, Lot 2 in Deposited Plan 38144, Lot 3 in Deposited Plan 38144, Lot 4 in Deposited Plan 38144, Lot 5 in Deposited Plan 38144, Lot 6 in Deposited Plan 38144, Lot 7 in Deposited Plan 38144, Lot 8 in Deposited Plan 38144, Lot 9 in Deposited Plan 38144, Lot 10 in Deposited Plan 38144, Lot 11 in Deposited Plan 38144, Lot 12 in Deposited Plan 38144, Lot 13 in Deposited Plan 38144, Lot 14 in Deposited Plan 38144, Lot 15 in Deposited Plan 38144, Lot 16 in Deposited Plan 38144, Lot 17 in Deposited Plan 38144, Lot 1 in Deposited Plan 79885, Lot 1 in Deposited Plan 79374. Lot 5 in Deposited Plan 80777. Lot 2 in Deposited Plan 19997, Lot 1 in Deposited Plan 836854, Lot 2 in Deposited Plan 836854, Lot 3 in Deposited Plan 836854, Lot 7 in Deposited Plan 79224, Lot 10 in Deposited Plan 1000078, Lot 110 in Deposited Plan 1163591, Lot 52 in Deposited Plan 1270040, Lot 53 in Deposited Plan 1270040, including any native title claims or interests.

**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 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 Crows Nest, in the Local Government Area of North Sydney, Parish of Willoughby and County of Cumberland, being that part of Lot 1 in Deposited Plan 455153 and Lot 2 in Deposited Plan 455153, shown marked "(D)" in Drawing No. SMCSWSCN-RPS-SCN-SR-DWG-000001-G – Scaffold Plan, 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:
  - (i) 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:
  - (i) 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) 23 December 2022; 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 clause 1.3(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 the 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.

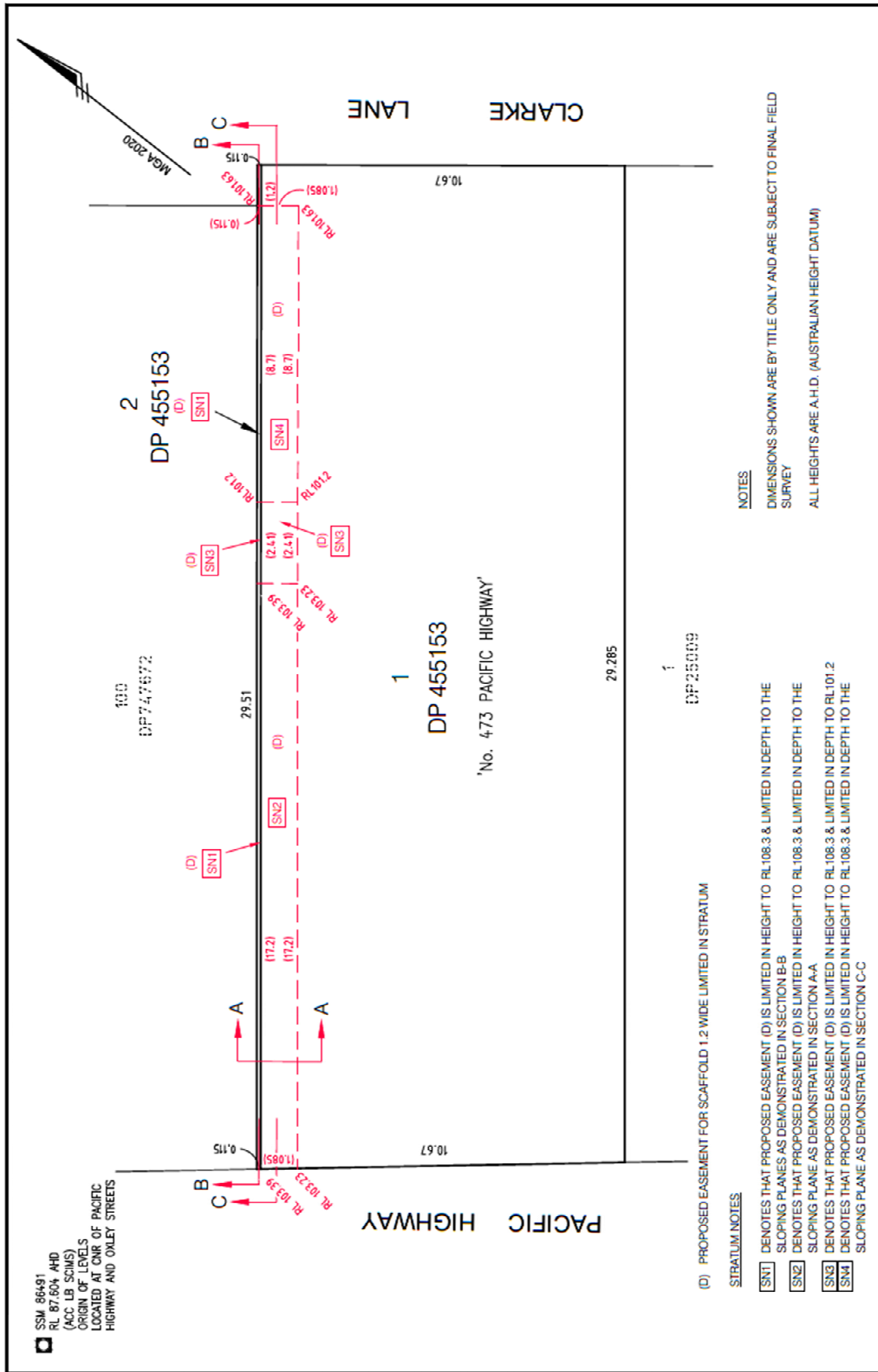
**Permitted Purpose** means installing, maintaining, replacing, dismantling and removing Scaffolding.

**Scaffolding** means a temporary structure (including access platforms, working platforms, catch platforms, landing platforms, chainmesh, shade cloth 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



**NOTES**  
 DIMENSIONS SHOWN ARE BY TITLE ONLY AND ARE SUBJECT TO FINAL FIELD SURVEY  
 ALL HEIGHTS ARE A.H.D. (AUSTRALIAN HEIGHT DATUM)

(D) PROPOSED EASEMENT FOR SCAFFOLD 1.2 WIDE LIMITED IN STRATUM

**STRATUM NOTES**

- [SN1] DENOTES THAT PROPOSED EASEMENT (D) IS LIMITED IN HEIGHT TO RL:108.3 & LIMITED IN DEPTH TO THE SLOPING PLANES AS DEMONSTRATED IN SECTION B-B
- [SN2] DENOTES THAT PROPOSED EASEMENT (D) IS LIMITED IN HEIGHT TO RL:108.3 & LIMITED IN DEPTH TO THE SLOPING PLANE AS DEMONSTRATED IN SECTION A-A
- [SN3] DENOTES THAT PROPOSED EASEMENT (D) IS LIMITED IN HEIGHT TO RL:108.3 & LIMITED IN DEPTH TO RL:101.2
- [SN4] DENOTES THAT PROPOSED EASEMENT (D) IS LIMITED IN HEIGHT TO RL:108.3 & LIMITED IN DEPTH TO THE SLOPING PLANE AS DEMONSTRATED IN SECTION C-C

SSM 86491  
 RL 87.804 AHD  
 (ACC LB SCIMS)  
 ORIGIN OF LEVELS  
 LOCATED AT CNR OF PACIFIC  
 HIGHWAY AND OXLEY STREETS

10.0  
 DP 255009  
 29.747672  
 29.51  
 10.67  
 29.285  
 10.67

DP 455153  
 DP 455153  
 'No. 473 PACIFIC HIGHWAY'  
 CLARKE LANE  
 PACIFIC HIGHWAY

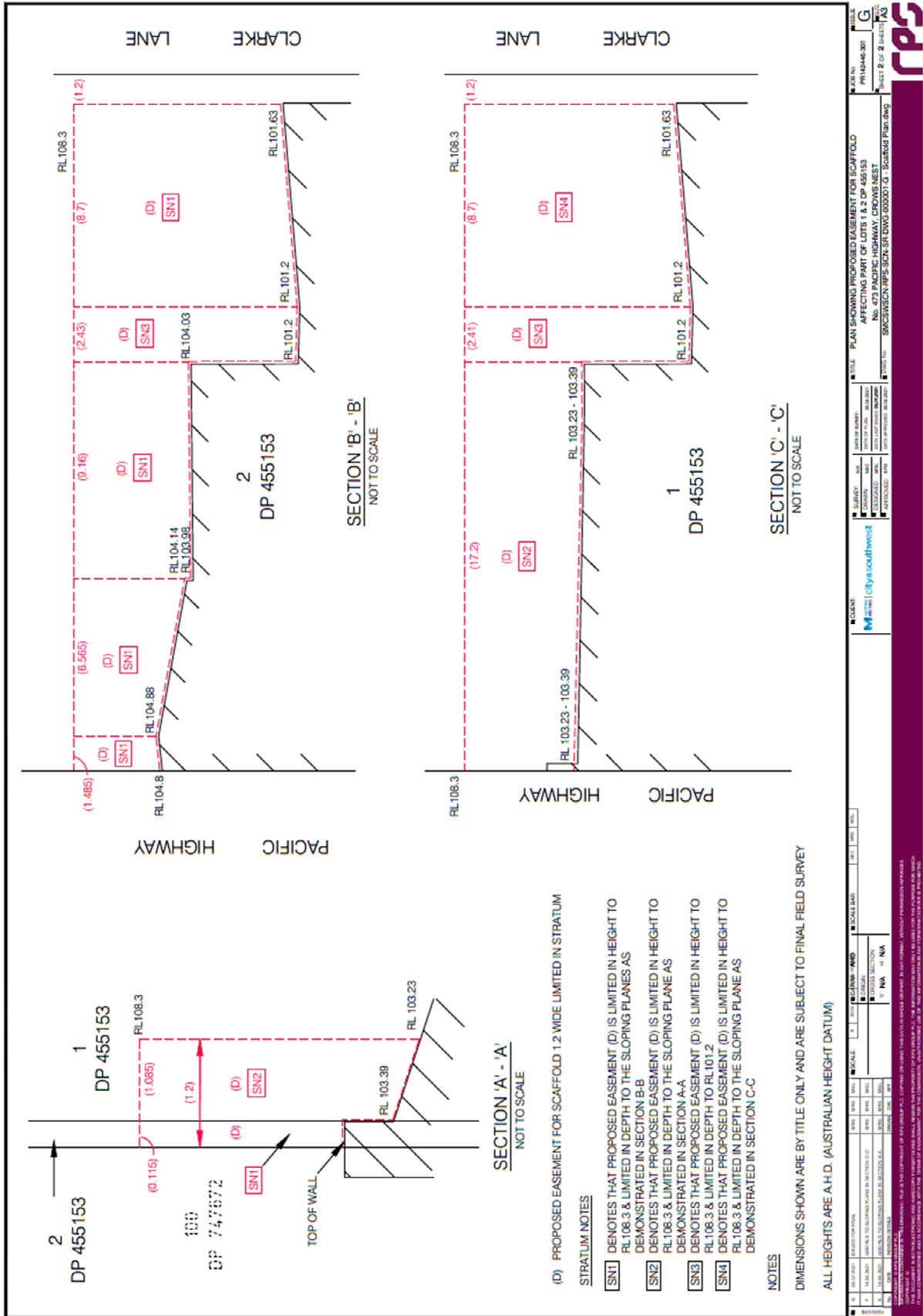
A, B, C, A, B, C  
 RL 103.39, RL 103.23, RL 101.2, RL 101.63  
 (17.2), (17.2), (2.44), (2.44), (8.7), (8.7), (1.085), (1.085), (0.115), (0.115)

SN1, SN2, SN3, SN4

MGA 2020

PROJECT NO	PRJ14444	DATE	05/07/2021
CLIENT	City of South West	PROJECT NO	SMCSW3CN RPS-SCN SR-DWG-000001-G - Scaffolding Plan DWG
PROJECT NAME	City of South West	PROJECT NO	SMCSW3CN RPS-SCN SR-DWG-000001-G - Scaffolding Plan DWG
PROJECT ADDRESS	1000-1001 Pacific Highway	PROJECT NO	SMCSW3CN RPS-SCN SR-DWG-000001-G - Scaffolding Plan DWG
PROJECT REFERENCE	1000-1001 Pacific Highway	PROJECT NO	SMCSW3CN RPS-SCN SR-DWG-000001-G - Scaffolding Plan DWG
PROJECT REFERENCE	1000-1001 Pacific Highway	PROJECT NO	SMCSW3CN RPS-SCN SR-DWG-000001-G - Scaffolding Plan DWG

RPS AUSTRALIA EAST PTY LTD  
 (ABN 44 140 202 762)  
 SUITE 404 29-31 EDMONDSON ROAD BULLIUM HILLS NSW 2515  
 GPO BOX 1000 BULLIUM HILLS NSW 2515  
 www.rpsaustralia.com.au



AUS\LAHILL\681781417.01

(Sydney Metro Document Number: SM/21-002063)

<b>PROJECT</b> PROJECT NAME: SCAFFOLD EASEMENT FOR SCAFFOLD AFFECTING PART OF LOTS 1 & 2 DP 455153 PROJECT NO: 473 PACIFIC HIGHWAY CROWS NEST PROJECT FILE: SMC5W537-SN1-SR-DWG-00001-G - Scaffold Plan.dwg		<b>CLIENT</b> CLIENT NAME: Metro   citysouthwest CLIENT ADDRESS: 100 WILSON ROAD, WILSON PROMENADE, WILSON PROMENADE, WILSON PROMENADE, WILSON PROMENADE	<b>DATE</b> DATE: 15/02/2022 DRAWING NO: PH14246-301 SHEET NO: 2 OF 2 (SHEETS)
<b>SCALE</b> SCALE: 1:100 SCALE BAR: 100m	<b>SECTION</b> SECTION: A-A, B-B, C-C SECTION NO: 1, 2, 3	<b>STATUS</b> STATUS: PRELIMINARY APPROVED: YES CHECKED: YES DESIGNED: YES DRAWN: YES	<b>PROJECT</b> PROJECT: SMC5W537 - Crows Nest Adjacent Development PROJECT NO: 473 Pacific Highway Crows Nest PROJECT FILE: SMC5W537-SN1-SR-DWG-00001-G - Scaffold Plan.dwg

ALL HEIGHTS ARE A.H.D. (AUSTRALIAN HEIGHT DATUM)  
 DIMENSIONS SHOWN ARE BY TITLE ONLY AND ARE SUBJECT TO FINAL FIELD SURVEY  
 NOT TO SCALE

(D) PROPOSED EASEMENT FOR SCAFFOLD 1.2 WIDE LIMITED IN STRATUM  
 DEMONSTRATED IN SECTION B-B  
 (D) PROPOSED EASEMENT (D) IS LIMITED IN HEIGHT TO RL 108.3 & LIMITED IN DEPTH TO THE SLOPING PLANES AS DEMONSTRATED IN SECTION B-B  
 (D) PROPOSED EASEMENT (D) IS LIMITED IN HEIGHT TO RL 108.3 & LIMITED IN DEPTH TO THE SLOPING PLANES AS DEMONSTRATED IN SECTION A-A  
 (D) PROPOSED EASEMENT (D) IS LIMITED IN HEIGHT TO RL 108.3 & LIMITED IN DEPTH TO RL 101.2  
 (D) PROPOSED EASEMENT (D) IS LIMITED IN HEIGHT TO RL 108.3 & LIMITED IN DEPTH TO THE SLOPING PLANES AS DEMONSTRATED IN SECTION C-C

**STRATUM NOTES**  
 (SNT) DENOTES THAT PROPOSED EASEMENT (D) IS LIMITED IN HEIGHT TO RL 108.3 & LIMITED IN DEPTH TO THE SLOPING PLANES AS DEMONSTRATED IN SECTION B-B  
 (SN2) DENOTES THAT PROPOSED EASEMENT (D) IS LIMITED IN HEIGHT TO RL 108.3 & LIMITED IN DEPTH TO THE SLOPING PLANES AS DEMONSTRATED IN SECTION A-A  
 (SN3) DENOTES THAT PROPOSED EASEMENT (D) IS LIMITED IN HEIGHT TO RL 108.3 & LIMITED IN DEPTH TO RL 101.2  
 (SN4) DENOTES THAT PROPOSED EASEMENT (D) IS LIMITED IN HEIGHT TO RL 108.3 & LIMITED IN DEPTH TO THE SLOPING PLANES AS DEMONSTRATED IN SECTION C-C

**NOTES**  
 DIMENSIONS SHOWN ARE BY TITLE ONLY AND ARE SUBJECT TO FINAL FIELD SURVEY  
 ALL HEIGHTS ARE A.H.D. (AUSTRALIAN HEIGHT DATUM)

**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 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 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 Rozelle, in the Local Government Area of Inner West, Parish of Petersham and County of Cumberland, being that part of Lot 10 in Deposited Plan 1166179, shown marked "(RA)" in Drawing No. "Plan of Acquisition of Easement for Railway Purposes Within Lot 10 in DP1166179", 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 1.3.

#### 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 1.3, 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 Expiry of the Easement

- (a) At any time after 31 December 2028, the Owner of the Lot Burdened may notify the Authority Benefited in writing that the Owner of the Lot Burdened intends to cut or de-stress the Rock Anchors for the purpose of redevelopment of the Lot Burdened.
- (b) As soon as practicable after the date on which the Rock Anchors are cut or de-stressed in accordance with clause 1.3(a), the Owner of the Lot Burdened must provide written evidence to the reasonable satisfaction of the Authority Benefited that the Rock Anchors have been cut or de-stressed (including any other information the Authority Benefited may reasonably require for this purpose).
- (c) Following receipt of the information referred to in clause 1.3(b) and the Authority Benefited confirming in writing to the Owner of the Lot Burdened that the Authority Benefited is satisfied that the Rock Anchors have been cut or de-stressed, this Easement will expire on the date of such confirmation.
- (d) If this Easement has expired under clause 1.3(c):
  - (i) the Owner of the Lot Burdened and the Authority Benefited must, if requested by the other party, 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; and
  - (ii) whether or not the Easement has been removed from the title of the Lot Burdened under clause 1.3(d)(i), the Owner of the Lot Burdened may at any time after the Easement has expired under clause 1.3(c), 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.

- (e) For the avoidance of doubt, nothing in this Easement requires the Authority Benefited to de-stress, cut or remove any Rock Anchors installed on the Easement Site.

#### 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 Sydney Metro (ABN 12 354 063 515), a New South Wales Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW).

**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.

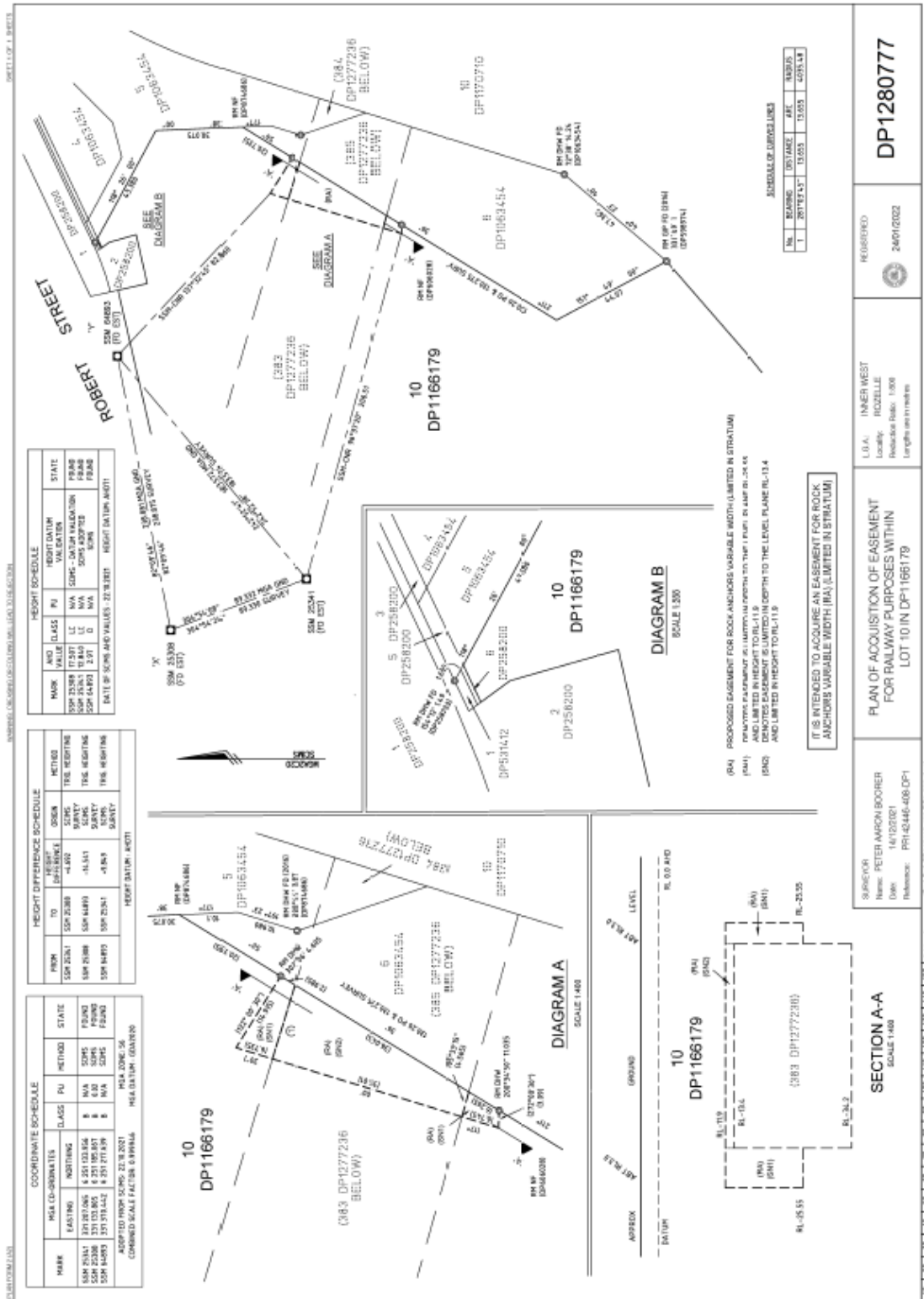
**Owner of the Lot Burdened** means every person who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened and any Owners Corporation in relation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

**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



NO.	BEARING	DISTANCE	REMARKS
1	207°54'57"	13.055	15.055 - 1.000
2	207°54'57"	13.055	15.055 - 1.000

MARK	NO.	CLASS	PU	HEIGHT VALUE	STATE
SMP 25289	17.287	LC	NA	SCMS	VALUATION
SMP 25291	13.440	LC	NA	SCMS	VALUATION
SMP 25290	2.371	D	NA	SCMS	VALUATION
SMP 25291	13.440	LC	NA	SCMS	VALUATION
SMP 25290	2.371	D	NA	SCMS	VALUATION

FROM	TO	DESCRIPTION	DATE
SMP 25291	SMP 25289	44.802	
SMP 25290	SMP 25289	44.802	
SMP 25291	SMP 25289	44.802	
SMP 25290	SMP 25289	44.802	
SMP 25291	SMP 25289	44.802	

MARK	NO.	CLASS	PU	HEIGHT VALUE	STATE
SMP 25291	17.287	LC	NA	SCMS	VALUATION
SMP 25290	2.371	D	NA	SCMS	VALUATION
SMP 25291	13.440	LC	NA	SCMS	VALUATION
SMP 25290	2.371	D	NA	SCMS	VALUATION
SMP 25291	13.440	LC	NA	SCMS	VALUATION

DP1280777

REGISTERED  
24/01/2022

L.O.A. INNER WEST  
Locality: MOSELLE  
Magnetic field: 1:300  
Lengths in metres

PLAN OF ACQUISITION OF EASEMENT  
FOR RAILWAY PURPOSES WITHIN  
LOT 10 IN DP1166179

SURVEYOR  
Name: PETER ARCHIBOGER  
Date: 14/12/2021  
Reference: PH162446-468-CP1

SECTION A-A  
SCALE 1:400

IT IS INTENDED TO ACQUIRE AN EASEMENT FOR ROCK ANCHORS VARIABLE WIDTH (RA) (LIMITED IN STRATUM)

(RA) PROPOSED EASEMENT FOR ROCK ANCHORS VARIABLE WIDTH (LIMITED IN STRATUM)  
(RH) ROCK ANCHORS VARIABLE WIDTH (LIMITED IN STRATUM) TO A MAXIMUM HEIGHT OF 2.00 METRES  
(R) DENOTES EASEMENT IS LIMITED IN DEPTH TO THE LEVEL PLANE RL+13.4 AND LIMITED IN HEIGHT TO RL+11.9

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 Approved for release under the NSW Information Privacy Act 2009. For more information, please contact the NSW Government Information Privacy Officer at (02) 9226 2000 or ip@nsw.gov.au

**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 scaffolding 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 that part of Lot 8 in Strata Plan 52547, shown marked "(SN8)" in Drawing No. SMCSWSCN-RPS-SCN-SR-DWG-000002-D, a copy of which is set out in Schedule 3.

## **SCHEDULE 2**

### **Terms of Easement**

#### **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:
  - (i) 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:
  - (i) 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) 23 December 2022; 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 clause 1.3(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 the 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.

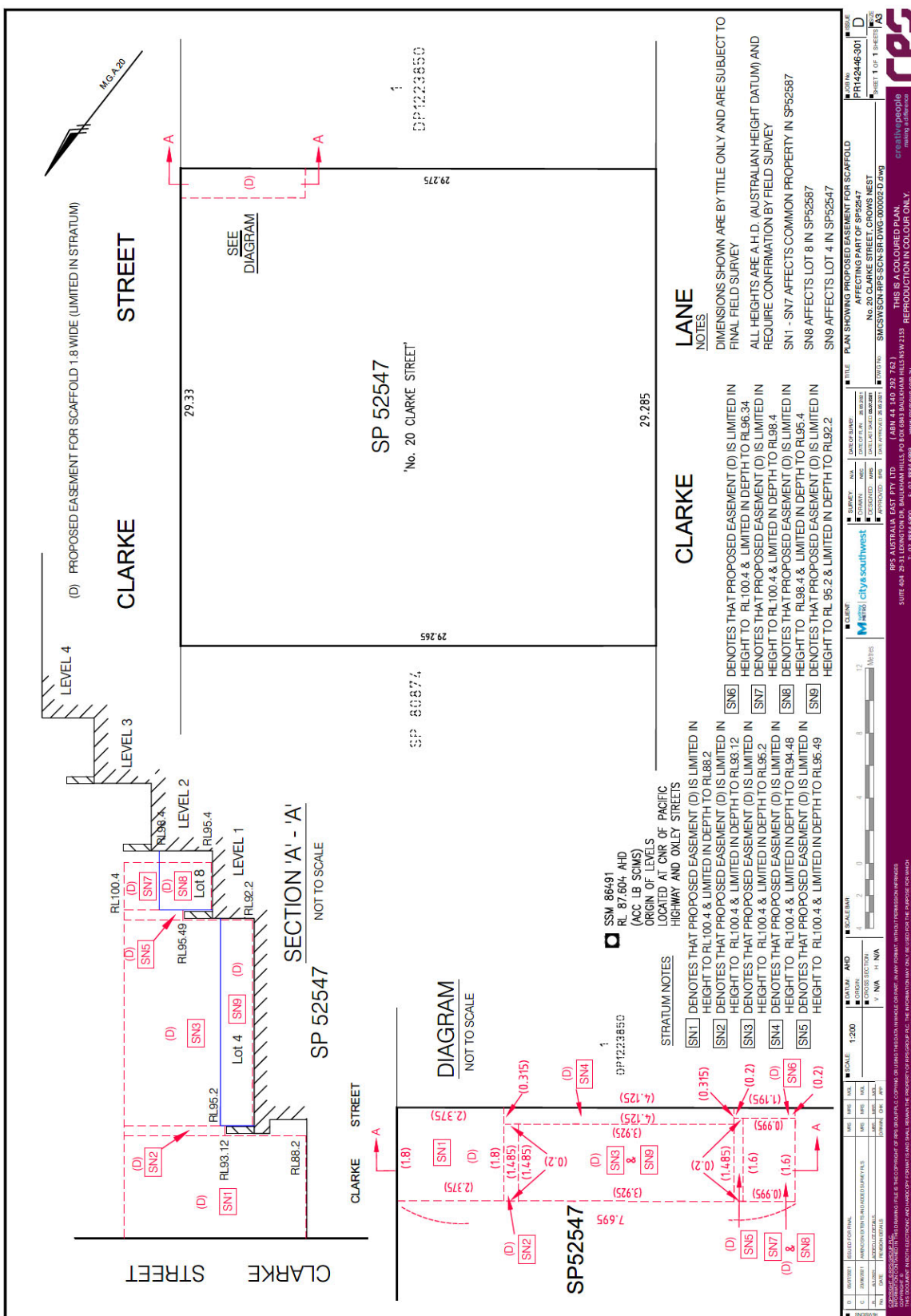
**Permitted Purpose** means installing, maintaining, replacing, dismantling and removing Scaffolding.

**Scaffolding** means a temporary structure (including access platforms, working platforms, catch platforms, landing platforms, chainmesh, shade cloth 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: SM/21-002137)

TITLE: PLAN SHOWING PROPOSED EASEMENT FOR SCAFFOLD AFFECTING PART OF SP92847 'No. 20 CLARKE STREET, CHORNS WEST' SUBSTRATA SP92847 SCAFFOLD SCAFFOLD SCAFFOLD SCAFFOLD SCAFFOLD  
 REF: AUSTRALIAN EAST PTY. LTD. (ABN 44 140 282 762) THIS IS A COLOURED PLAN. REPRODUCTION IN COLOUR ONLY.  
 SUITE 402, 29-31 LEVINGTON DR, BULLHORN HILLS NSW 2133  
 T: 02 8858 0000 F: 02 8858 0799 www.rpsgroup.com.au  
 P:\P142446 - MetroSNC5W301-Crown Near Adjoping Owners\03\_Drawing\03\_Caterra\120 Clarke SIS\MS\WCS\CLARKE-RPS-SCN\SR-DWG-000002-0.dwg 05.07.2021 8:55 AM  
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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 that part of Lot 21 of Section 8 in Deposited Plan 2872, Lot 22 of Section 8 in Deposited Plan 2872, Lot 23 of Section 8 in Deposited Plan 2872 and Lot 24 of Section 8 in Deposited Plan 2872, shown marked "(RA1)" and "(RA2)" in Draft PPN DP1276620, 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 1.3.

#### 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 1.3, 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 Expiry of the Easement

- (a) At any time after 31 May 2023, the Owner of the Lot Burdened may notify the Authority Benefited in writing that the Owner of the Lot Burdened intends to cut or de-stress the Rock Anchors for the purpose of redevelopment of the Lot Burdened.
- (b) As soon as practicable after the date on which the Rock Anchors are cut or de-stressed in accordance with clause 1.3(a), the Owner of the Lot Burdened must provide written evidence to the reasonable satisfaction of the Authority Benefited that the Rock Anchors have been cut or de-stressed (including any other information the Authority Benefited may reasonably require for this purpose).
- (c) Following receipt of the information referred to in clause 1.3(b) and the Authority Benefited confirming in writing to the Owner of the Lot Burdened that the Authority Benefited is satisfied that the Rock Anchors have been cut or de-stressed, this Easement will expire on the date of such confirmation.
- (d) If this Easement has expired under clause 1.3(c):
  - (i) the Owner of the Lot Burdened and the Authority Benefited must, if requested by the other party, 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; and
  - (ii) whether or not the Easement has been removed from the title of the Lot Burdened under clause 1.3(d)(i), the Owner of the Lot Burdened may at any time after the Easement has expired under clause 1.3(c), 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.

- (e) For the avoidance of doubt, nothing in this Easement requires the Authority Benefited to de-stress, cut or remove any Rock Anchors installed on the Easement Site.

#### 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 Sydney Metro (ABN 12 354 063 515), a New South Wales Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW).

**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.

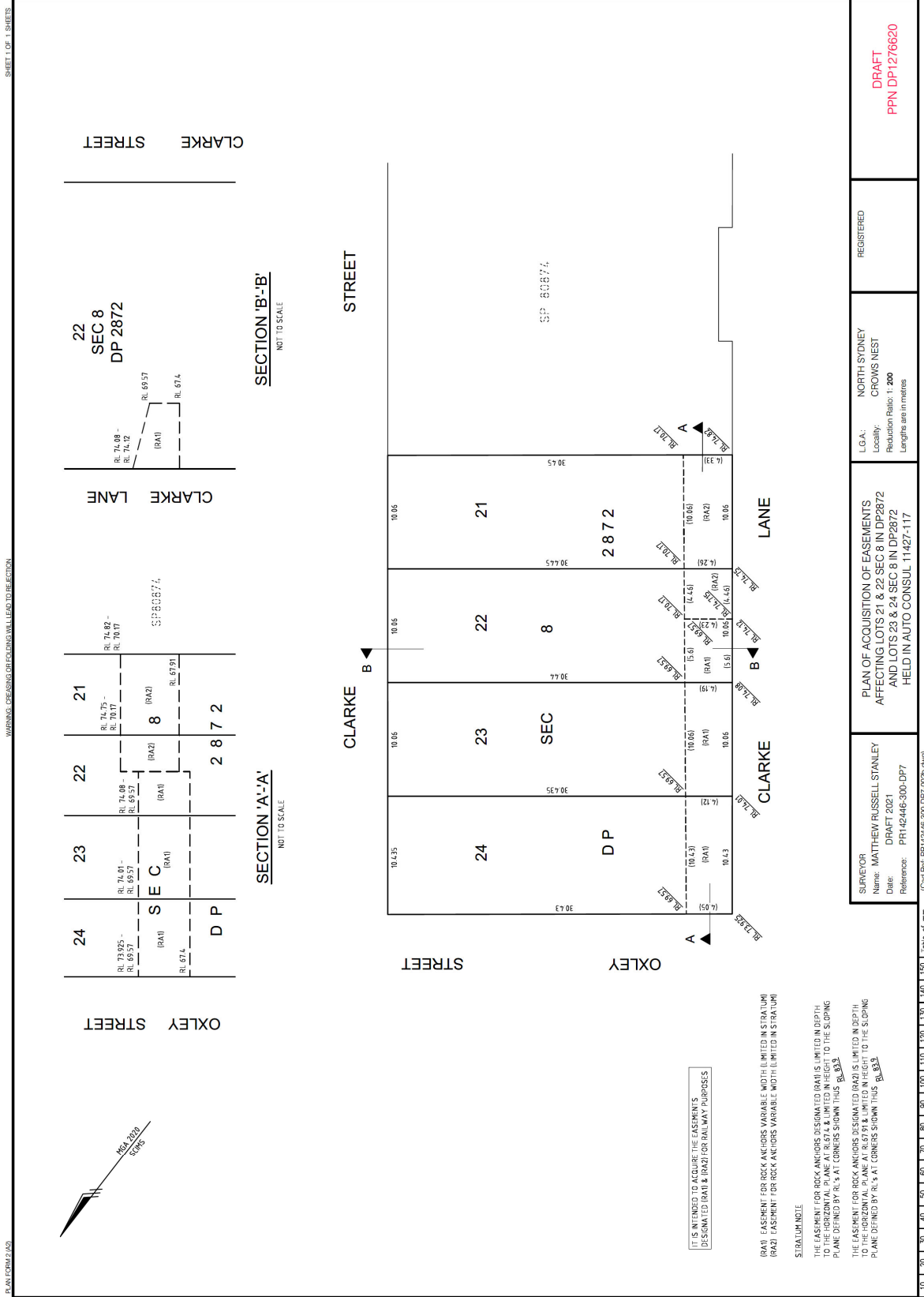
**Lot Burdened** means the Lot set out in Schedule 1 of the Acquisition Notice.

**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.

**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/21-002188)

**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 scaffolding 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 that part of the Common Property in Strata Plan 52547, shown marked "(SN1)" to "(SN7)" inclusive in Drawing No. SMCSWSCN-RPS-SCN-SR-DWG-000002-D, a copy of which is set out in Schedule 3.

## **SCHEDULE 2**

### **Terms of Easement**

#### **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:
  - (i) 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:
  - (i) 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) 23 December 2022; 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 clause 1.3(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 the 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.

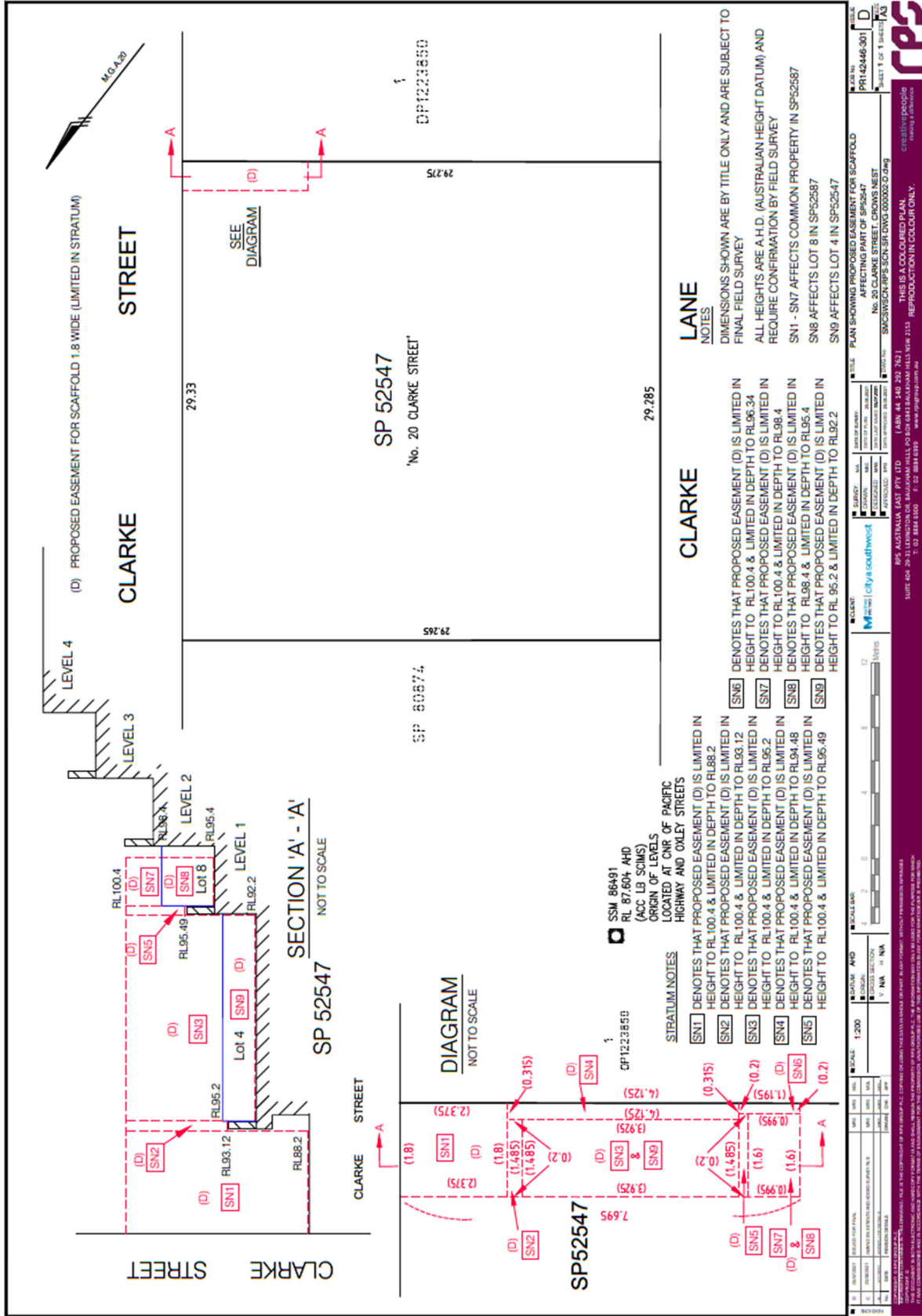
**Permitted Purpose** means installing, maintaining, replacing, dismantling and removing Scaffolding.

**Scaffolding** means a temporary structure (including access platforms, working platforms, catch platforms, landing platforms, chainmesh, shade cloth 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: SM/21-002136)

**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 scaffolding 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 that part of Lot 4 in Strata Plan 52547, shown marked "(SN9)" in Drawing No. SMCSWSCN-RPS-SCN-SR-DWG-000002-D, a copy of which is set out in Schedule 3.

## SCHEDULE 2

### Terms of Easement

#### 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:
  - (i) 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:
  - (i) 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) 23 December 2022; 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 clause 1.3(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 the 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.

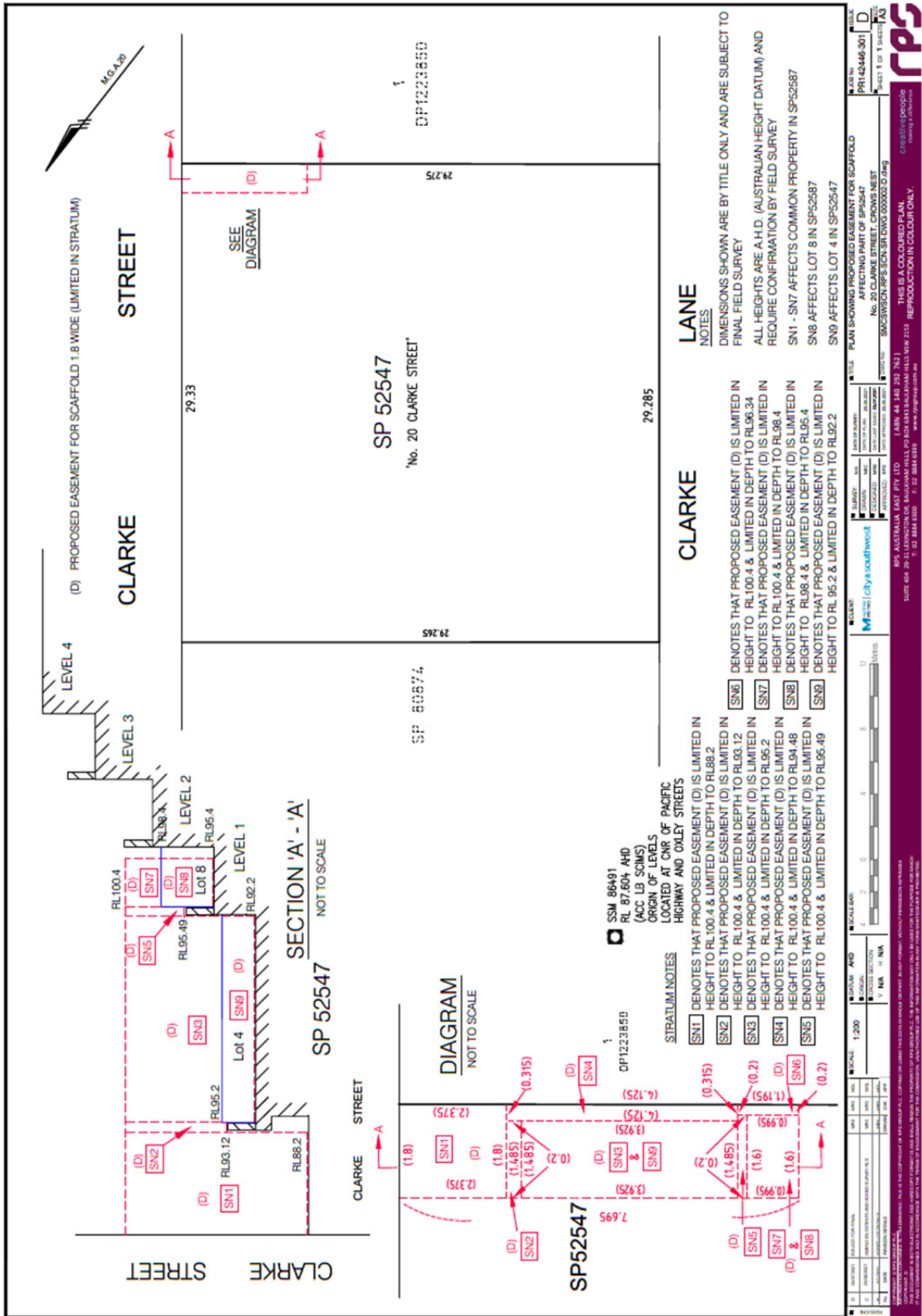
**Permitted Purpose** means installing, maintaining, replacing, dismantling and removing Scaffolding.

**Scaffolding** means a temporary structure (including access platforms, working platforms, catch platforms, landing platforms, chainmesh, shade cloth 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: SM/21-002137)



**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 St Leonards, in the Local Government Area of North Sydney, Parish of Willoughby and County of Cumberland, being that part of the Common Property in Strata Plan 90263, shown marked "(RA1)", "(RA2)", "(RA3)", "(RA4)", "(RA5)" and "(RA6)" in Draft PPN DP1276610, 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 1.3.

#### 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 1.3, 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 Expiry of the Easement

- (a) At any time after 31 May 2023, the Owner of the Lot Burdened may notify the Authority Benefited in writing that the Owner of the Lot Burdened intends to cut or de-stress the Rock Anchors for the purpose of redevelopment of the Lot Burdened.
- (b) As soon as practicable after the date on which the Rock Anchors are cut or de-stressed in accordance with clause 1.3(a), the Owner of the Lot Burdened must provide written evidence to the reasonable satisfaction of the Authority Benefited that the Rock Anchors have been cut or de-stressed (including any other information the Authority Benefited may reasonably require for this purpose).
- (c) Following receipt of the information referred to in clause 1.3(b) and the Authority Benefited confirming in writing to the Owner of the Lot Burdened that the Authority Benefited is satisfied that the Rock Anchors have been cut or de-stressed, this Easement will expire on the date of such confirmation.
- (d) If this Easement has expired under clause 1.3(c):
  - (i) the Owner of the Lot Burdened and the Authority Benefited must, if requested by the other party, 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; and

(ii) whether or not the Easement has been removed from the title of the Lot Burdened under clause 1.3(d)(i), the Owner of the Lot Burdened may at any time after the Easement has expired under clause 1.3(c), 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.

(e) For the avoidance of doubt, nothing in this Easement requires the Authority Benefited to de-stress, cut or remove any Rock Anchors installed on the Easement Site.

#### 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 Sydney Metro (ABN 12 354 063 515), a New South Wales Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW).

**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.

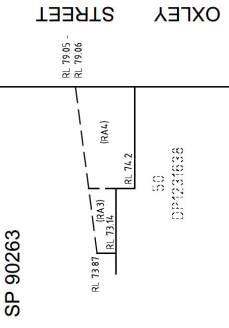
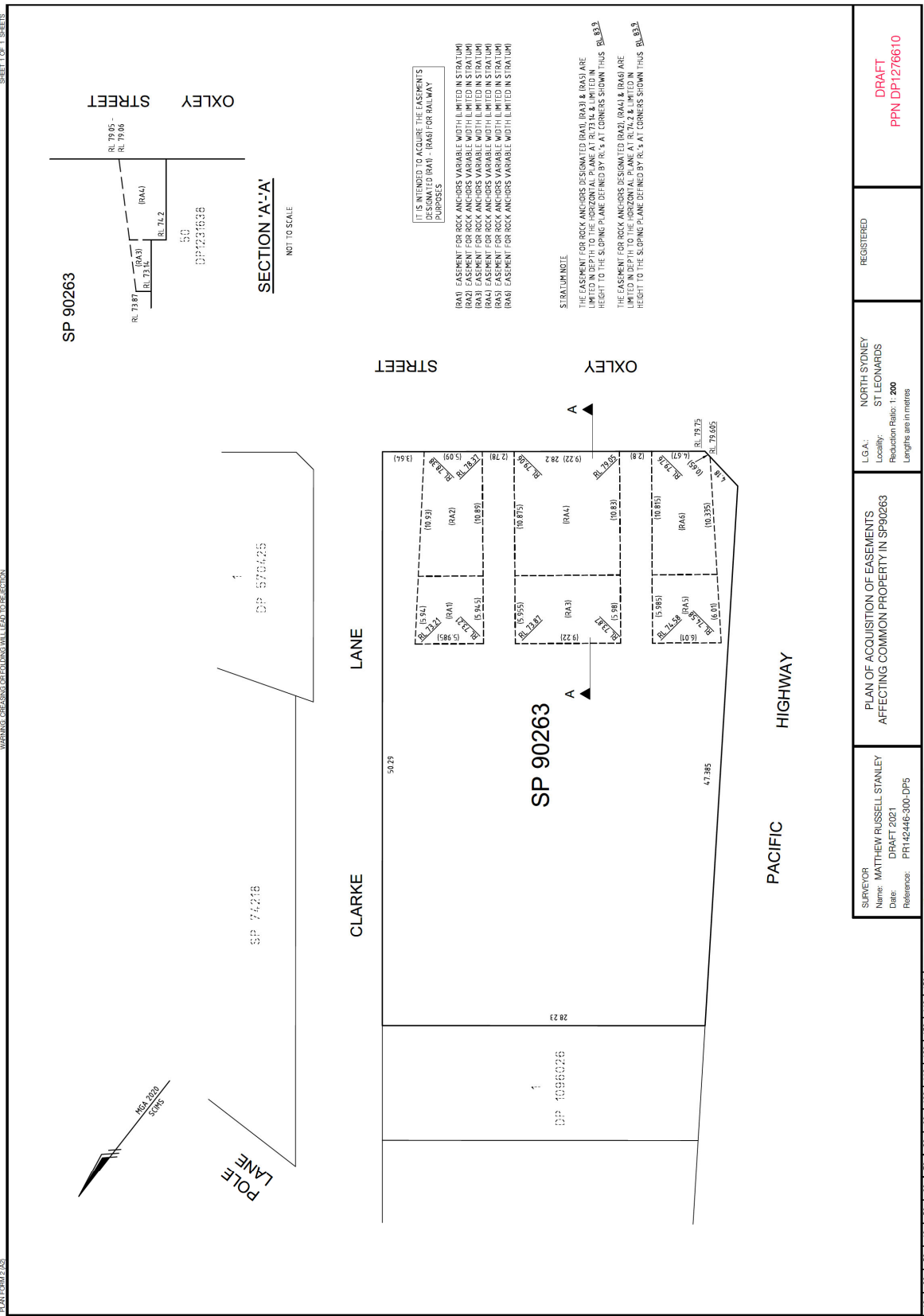
**Government Gazette** means the official journal published by the NSW Government containing proclamations and notifications, including land acquisition notices.

**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.

**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.



**SECTION 'A-A'**  
NOT TO SCALE

IT IS INTENDED TO ACQUIRE THE EASEMENTS (RA1-RA6) FOR RAILWAY PURPOSES.

(RA1) EASEMENT FOR ROCK ANCHORS VARIABLE WIDTH LIMITED IN STRUTUM  
 (RA2) EASEMENT FOR ROCK ANCHORS VARIABLE WIDTH LIMITED IN STRUTUM  
 (RA3) EASEMENT FOR ROCK ANCHORS VARIABLE WIDTH LIMITED IN STRUTUM  
 (RA4) EASEMENT FOR ROCK ANCHORS VARIABLE WIDTH LIMITED IN STRUTUM  
 (RA5) EASEMENT FOR ROCK ANCHORS VARIABLE WIDTH LIMITED IN STRUTUM  
 (RA6) EASEMENT FOR ROCK ANCHORS VARIABLE WIDTH LIMITED IN STRUTUM

STRUTUM NOTE

THE EASEMENT FOR ROCK ANCHORS DESIGNATED (RA1) & (RA3) ARE LIMITED TO THE OPENING PLANE DEFINED BY R.L. AT CORNERS SHOWN THUS (BL 8.3) HEIGHT TO THE OPENING PLANE DEFINED BY R.L. AT CORNERS SHOWN THUS (BL 8.3) THE EASEMENT FOR ROCK ANCHORS DESIGNATED (RA2) & (RA4) ARE LIMITED TO THE OPENING PLANE DEFINED BY R.L. AT CORNERS SHOWN THUS (BL 8.3) HEIGHT TO THE OPENING PLANE DEFINED BY R.L. AT CORNERS SHOWN THUS (BL 8.3)

SURVEYOR Name: MATTHEW RUSSELL STANLEY Date: DRAFT 2021 Reference: PRR142446-000-DP5 (Cont Ref: PRR142446-000-DP5-002.dwg)	PLAN OF ACQUISITION OF EASEMENTS AFFECTING COMMON PROPERTY IN SP90263	L.G.A.: NORTH SYDNEY Locality: ST LEONARDS Reduction Ratio: 1:200 Lengths are in metres	REGISTERED DRAFT PPN DP1276610
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(Sydney Metro Document Number: SM/21-002188)

**EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION**

**ELECTRICITY SUPPLY ACT 1995 (NSW)**

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

**NOTICE OF COMPULSORY ACQUISITION OF LAND AT SHOALHAVEN**

Epsilon Distribution Ministerial Holding Corporation declares, with the approval of Her Excellency the Governor, that the land described in Schedule 1 below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* for the purposes of the *Electricity Supply Act 1995*, as modified by the *Electricity Network Assets (Authorised Transactions) Act 2015*.

Dated at Huntingwood this 21<sup>st</sup> day of February 2022.

Guy Chalkley  
Chief Executive Officer  
Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)  
pursuant to Power of Attorney registered Book 4793 No 57  
on behalf of Epsilon Distribution Ministerial  
Holding Corporation (ABN 59 253 130 878) pursuant to  
section 36 of the *Electricity Network  
Assets (Authorised Transactions) Act 2015*.

**Schedule 1**

All that piece or parcel of land situated at Worrowing Heights, in the Local Government Area of Shoalhaven, in the Parish of Bherwerre and County of St Vincent, shown as Lot 99 Deposited Plan 1269182, being part of the land in Lot 1755 Deposited Plan 28785 and said to be in the ownership of Angela Margaret Preda.