

# TRANSFER GRANTING EASEMENT

New South Wales  
Real Property Act 1900

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pages to the top left-hand corner.

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

Servient Tenement Refer to Annexure A	Dominant Tenement Refer to Annexure A
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(B) **LODGED BY**

Document Collection Box  <b>185H</b>	Name, Address or DX, Telephone, and Customer Account Number if any Clayton Utz, Lawyers DX 370 Sydney Telephone: 9353 4000 Reference: C. Eggleton (80155937) 315820548	CODE  <b>TG</b>
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(C) **TRANSFEROR**

UrbanGrowth NSW Development Corporation
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(D)

The transferor acknowledges receipt of the consideration of \$  
and transfers and grants—

(E) **DESCRIPTION  
OF EASEMENT**

Easement for public access, easement for access to and use of the oval and  
easement for access to and use of the tennis courts as set out in Annexure  
B and shown on the plan

out of the servient tenement and appurtenant to the dominant tenement.

(F)

Encumbrances (if applicable):

(G) **TRANSFeree**

Refer to Annexure A
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**DATE**

(H) I certify that I am an eligible witness and that an authorised  
officer of the transferor signed this dealing in my presence.  
[See note\* below].

Certified correct for the purposes of the Real Property Act  
1900 by the authorised officer named below.

Signature of witness:

Signature of authorised officer:

Name of witness:

Authorised officer's name:

Address of witness:

Authority of officer:

Signing on behalf of:

I certify that I am an eligible witness and that an authorised  
officer of the transferee signed this dealing in my presence.  
[See note\* below].

Certified correct for the purposes of the Real Property Act  
1900 by the authorised officer named below.

Signature of witness:

Signature of authorised officer:

Name of witness:

Authorised officer's name:

Address of witness:

Authority of officer:

Signing on behalf of:

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

**This is annexure "A" referred to in the Transfer Granting Easement between UrbanGrowth NSW Development Corporation as transferor and UrbanGrowth NSW Development Corporation and Council of the City of Sydney as transferee dated**

**Servient Tenement:**

8/1136859

9/1136859

10/1136859

11/1136859

12/1136859

4000/1194309

4001/1194309

4002/1194309

4003/1194309

4006/1194309

4007/1194309

**Dominant Tenement and Transferee:**

From the date of this instrument until the Change Date, UrbanGrowth NSW Development Corporation and from the Change Date, Council of the City of Sydney.

This is annexure "B" referred to in the Transfer Granting Easement between UrbanGrowth NSW Development Corporation as transferor and UrbanGrowth NSW Development Corporation and Council of the City of Sydney as transferee dated

## TERMS OF EASEMENT

### 1. Interpretation

#### 1.1 In this instrument, unless the context otherwise requires:

**Authorised User** means any person entering the Public Areas, the Oval or the Tennis Courts (as the case may be) and includes any member of the public.

**Authority** means:

- (a) from the date of this instrument until the Change Date, UrbanGrowth; and
- (b) from the Change Date, Council.

**Council** means the Council of the City of Sydney, its successors and assigns or any other body serving the same or a similar function and, where not repugnant to the context, includes the servants, agents and contractors of the Council (or the body serving the same or a similar function).

**Change Date** means the date which is 2 years from the date of this instrument.

**Oval** means that part of the Land known as "Vice-Chancellor's Oval" and marked [ ] on the Plan.

**Plan** means the plan accompanying this instrument.

**Proprietor** means the owner of the lot burdened by this instrument and includes 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.

**Public Access Areas** means the area the subject of the proposed easements for public access referred to in the Plan.

**Registration** means registration of an instrument at the Land & Property Information NSW by the Registrar-General.

**Site Heritage** means the heritage items on public display on the Land as set out in the Australian Technology Park Conservation Management Plan 2014-2019 (as updated from time to time).

**Tennis and Basketball Courts** means that part of the Land on which the tennis courts and basketball courts are located and marked [ ] on the Plan.

**UrbanGrowth** means UrbanGrowth NSW Development Corporation its successors and assigns or any other body serving the same or a similar function and, where not repugnant to the context, includes the servants, agents and contractors of UrbanGrowth (or the body serving the same or a similar function).

#### 1.2 In this instrument unless the contrary intention appears:

- (a) a reference to this instrument or another instrument includes any variation or replacement of them;

- (b) a reference to a person includes the person's executors, administrators, successors and permitted assigns;
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) the singular includes the plural and vice versa;
- (e) the word "person" includes a firm, a body corporate, an unincorporated association or an authority;
- (f) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (g) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (h) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (i) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (j) "include" (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

## 2. **Public access**

2.1 The Authority and any Authorised User has a full, free and unimpeded right to enter the Public Access Areas for the purpose of public passive recreation and thoroughfare and to remain upon and pass and repass to, from and across the Public Access Areas at all times.

2.2 The rights granted by this instrument may be exercised:

- (a) with vehicles (but only over the vehicular trafficable surfaces);
- (b) on foot;
- (c) by bicycle, wheeled or ridden;
- (d) with wheelchairs or other disability mobility aids and prams or strollers; and
- (e) with animals (on leads or carried only).

2.3 Authorised Users may use the barbeques located in the Public Access Areas for barbeque cooking only, provided that the Authorised Users leave the barbeques in a clean and tidy condition. Authorised Users may reserve the barbeques for exclusive use at no charge, provided that the Authorised User complies with the Proprietor's reasonable hiring system.

2.4 Subject to clauses 2.4 and 2.5, the Public Access Areas must remain open at all times so that any Authorised User may exercise the rights created by this easement.

2.5 The Proprietor may temporarily suspend the access to the Public Access Areas, for the time and to the extent necessary, but only on reasonable grounds including:

- (a) security;
- (b) safety;

(c) maintenance; or

(d) construction,

but in doing so the Proprietor must:

(e) use its reasonable endeavours to ensure that the Authorised Users continue to have access to the Site Heritage; and

(f) establish and maintain alternative temporary accessways on terms approved by the Authority.

2.6 The Proprietor, acting reasonably, may remove (or refuse entry to) any person entitled to exercise a right under this easement if that person:

(a) is not adequately clothed;

(b) is under the influence of alcohol or illegal drugs;

(c) behaves in a manner reasonably likely to cause alarm, offence or embarrassment to persons on the Land.

3. The Proprietor may make rules for the orderly management and use of the Public Access Areas (subject to the prior approval of the Authority (which may be withheld in its absolute discretion)) provided those rules are consistent with the rights of the Authority and any Authorised User under this instrument. The Authority and any Authorised User must comply with any such rules. The Proprietor must erect signs which set out the rules which govern the use of the Public Access Areas.

3.1 The use, maintenance and operation of the Public Access Areas is regulated by a public positive covenant pursuant to section 88E of the Conveyancing Act 1919.

3.2 The Authority is the prescribed authority empowered to release, vary or modify this easement.

4. **Oval**

4.1 The Authority and any Authorised User has a full, free and unimpeded right to enter the Oval for the purpose of public passive recreation, exercise and ball games and to remain upon and pass and repass to, from and across the Oval on foot.

4.2 The rights granted by this instrument may be exercised:

(a) on foot;

(b) by bicycle;

(c) with wheelchairs or other disability mobility aids and prams or strollers; and

(d) with domestic animals (on leads or carried only).

4.3 Subject to clauses 4.4, 4.5 and 4.6, the Public Access Areas must remain open at all times so that any Authorised User may exercise the rights created by this easement.

4.4 An Authorised User may reserve the Oval for exclusive use at no charge, provided that the Authorised User complies with the Proprietor's reasonable hiring system.

4.5 The Proprietor may temporarily suspend the access to the Oval, for the time and to the extent necessary, but only on reasonable grounds including:

(a) security;

- (b) safety; or
  - (c) maintenance.
- 4.6 The Proprietor, acting reasonably, may remove (or refuse entry to) any person entitled to exercise a right under this easement if that person:
  - (a) is not adequately clothed;
  - (b) is under the influence of alcohol or illegal drugs;
  - (c) behaves in a manner reasonably likely to cause alarm, offence or embarrassment to persons on the Land.
- 4.7 The Proprietor may make rules regarding the use of the Oval (subject to the prior approval of the Authority (which may be withheld in its absolute discretion)) provided those rules are consistent with the rights of the Authority and any Authorised User under this instrument. The Authority and any Authorised User under this instrument and Authorised Users must comply with such rules. The Proprietor must erect signs which set out the rules which govern the use of the Oval.
- 4.8 The use, maintenance and operation of the Public Access Areas is regulated by a public positive covenant pursuant to section 88E of the Conveyancing Act 1919.
- 4.9 The Authority is the prescribed authority empowered to release, vary or modify this easement.
- 5. **Tennis and Basketball Courts**
- 5.1 The Authority and any Authorised User has a full, free and unimpeded right to use the tennis court for the purpose of playing tennis and other racquet sports and the basketball courts for basketball (and any other sport by the Authority (acting reasonably) from time to time) and every purpose reasonably incidental to those games, subject to:
  - (a) payment of any reasonable commercial fee (approved by the Authority acting reasonably and having regard to the comparative hiring fees in the nearby area) payable for such use to the Proprietor or its authorised representative when the Tennis and Basketball Courts are illuminated (being \$20/hour at the date of this instrument) and at no charge at all other times; and
  - (b) the Authorised User complying with the Proprietor's reasonable hiring system.
- 5.2 The Proprietor may make rules regarding the use of the Tennis and Basketball Courts (subject to the prior approval of the Authority (which may be withheld in its absolute discretion)) provided those rules are consistent with the rights of the Authority and any Authorised User under this instrument. The Authority and any Authorised User under this instrument and Authorised Users must comply with such rules. The rules regarding the use of the Tennis and Basketball Courts as at the date of this instrument are set out in Schedule 1. The Proprietor must erect signs which set out the rules which govern the use of the Tennis and Basketball Courts.
- 5.3 The use, maintenance and operation of the Tennis and Basketball Courts is regulated by a public positive covenant pursuant to section 88E of the Conveyancing Act 1919.
- 5.4 The Authority is the prescribed authority empowered to release, vary or modify this easement.

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## Schedule 1 Tennis and Basketball Court rules

1. Tennis booking sheets released every Monday and all booking are taken between the hours of 7:00pm to 9:00pm daily.
2. Court bookings will only be up to 2 weeks in advance.
3. One court per booking for a maximum 2 hours allowed.
4. A non-monetary deposit is to be left with security for the court key and the person who booked the court must collect key from-security.
5. \$20.00 per hour per court charged for lighting at night payable by EFTPOS or credit card only.
6. Security are located outside Bay 9 of the Locomotive Workshop.
7. Persons are to notify security if they are running late or are unable to play.
8. Courts will be held for 15 minutes past booking time. If a key has not been collected and security have not been contacted, the court will be deemed vacant and relet.
9. Persons found playing on courts without collecting a key will be asked to go to security and leave a non-monetary deposit for the key.
10. If the court has been relet and the original booking is found playing on the court, those persons will be asked to leave.
11. Persons are asked to lock the court while playing to avoid unauthorised persons entering the courts and to lock the courts when leaving.

I certify that I am an eligible witness and that an authorised officer of the Prescribed Authority signed this dealing in my presence.

Signature of witness:

Name of witness:

Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer:

Authorised officer's name:

Authority of officer:

Signing on behalf of: UrbanGrowth NSW  
Development Corporation

I certify that I am an eligible witness and that an authorised officer of the Prescribed Authority signed this dealing in my presence.

Signature of witness:

Name of witness:

Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer:

Authorised officer's name:

Authority of officer:

Signing on behalf of: Council of the City of  
Sydney