

**TRANSFER**  
**GRANTING EASEMENT**  
New South Wales  
Real Property Act 1900

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**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) <b>TORRENS TITLE</b> | Servient Tenement   | Dominant Tenement   |
|                          | Refer to Annexure A | Refer to Annexure A |

|                      |                         |  |                              |
|----------------------|-------------------------|--|------------------------------|
| (B) <b>LODGED BY</b> | Document Collection Box | Name, Address or DX, Telephone, and Customer Account Number if any   | <b>CODE</b><br><br><b>TG</b> |
|                      | <b>185H</b>             | Clayton Utz, Lawyers<br>DX 370 Sydney<br>Telephone: 9353 4000<br>Reference: C. Eggleton (80155937) 315830729 |                              |

(C) **TRANSFEROR**

UrbanGrowth NSW Development Corporation

(D) The transferor acknowledges receipt of the consideration of \$ \_\_\_\_\_ and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

Easement for rail corridor crossing 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

**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:  
Address of witness:

Authorised officer's name:  
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:  
Address of witness:

Authorised officer's name:  
Authority of officer:  
Signing on behalf of:

Refer to page 8 of Annexure A

\* 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 Transport for NSW as transferee dated**

**Servient Tenement:**

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, Transport for NSW.

This is annexure "B" referred to in the Transfer Granting Easement between UrbanGrowth NSW Development Corporation as transferor and UrbanGrowth NSW Development Corporation and Transport for NSW 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 Rail Corridor Crossing (if and when it is constructed) 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, Transport for NSW.

**Buildings** means any buildings located on the Land.

**Construction Zone** means an area on the Land around the Rail Corridor Crossing Site to be used by the Authority for construction purposes to be agreed between the Proprietor and the Authority (both acting reasonably).

**Change Date** means the date which is 5 years from the date of this instrument or any earlier date which is agreed between UrbanGrowth and Transport for NSW.

**Loss** means any loss whether:

- (a) arising from or in connection with any proceeding or claim or not;
- (b) liquidated or not;
- (c) present, prospective or contingent; or
- (d) owed, incurred or imposed by or to or on account of or for the account of any person alone or severally or jointly with another or others.

**Permitted Purposes** means the following purposes only:

- (a) the erection or installation of any fences, barriers and gates around the Construction Zone;
- (b) storage of building materials, equipment and other items required in the course of carrying out the Rail Corridor Crossing Works; and
- (c) construction of sheds and amenities required whilst construction is carried out on the Rail Corridor Crossing Site.

**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.

**Rail Corridor Crossing** means a rail corridor crossing linking the Land with Redfern Station and beyond.

**Rail Corridor Crossing Site** means the area the subject of the proposed Rail Corridor Crossing referred to in the Plan.

**Rail Corridor Crossing Works** means:

- (a) the works required to erect the Rail Corridor Crossing substantially in accordance with the relevant plans and approvals; and
- (b) the works required to complete the curtilage of the Rail Corridor Crossing around the supports for the Rail Corridor Crossing located on the Land.

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

**Term** means the term from the date on which the Rail Corridor Crossing Works commence until the date on which the Rail Corridor Crossing is open for use by members of the public.

**Transport for NSW** means Transport for NSW, 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 Transport for NSW (or the body serving the same or a similar function).

**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. Rail Corridor Crossing

### 2.1 Grant

- (a) The Authority has a full, free and unimpeded right over the Rail Corridor Crossing Site to construct and maintain the Rail Corridor Crossing on the Rail Corridor Crossing Site and to have the Rail Corridor Crossing supported on the Land and, if and when constructed, for the Authority and any Authorised User to use the Rail Corridor Crossing as a thoroughfare subject to the conditions in this clause 2.
- (a) If and when the Rail Corridor Crossing is constructed, the rights granted by this instrument may be exercised:
  - (i) on foot;
  - (ii) by bicycle;
  - (iii) with wheelchairs or other disability mobility aids and prams or strollers; and
  - (iv) with animals (on leads or carried only).

### 2.2 Construction

- (a) The Authority may determine the design, plans, approvals and finishes for the Rail Corridor Crossing in its absolute and unfettered discretion.
- (b) Without limiting the Authority's rights under clause 2.2(a), the Authority will consult with the Proprietor regarding the design and finishes of the Rail Corridor Crossing and the curtilage and the construction methodology for the Rail Corridor Crossing Works.
- (c) If the Authority elects to construct the Rail Corridor Crossing in the Rail Corridor Crossing Site, then the Authority must ensure that the Rail Corridor Crossing Works are carried out and completed:
  - (i) in a proper and workmanlike manner;
  - (ii) with good and proper materials; and
  - (iii) at its cost and risk.
- (d) Before commencing the Rail Corridor Crossing Works, the Authority must notify the Proprietor of the proposed date of commencement of the Rail Corridor Crossing Works.
- (e) The Authority must, before carrying on works in the Rail Corridor Crossing Site, install at its cost any safety barriers or fencing as may be reasonably required by the Proprietor to ensure the Rail Corridor Crossing Site is safe and secure and to separate the Rail Corridor Crossing Site and the Construction Zone from the balance of the Land.

### 2.3 Rail Corridor Crossing Site

- (a) If the Authority elects to construct the Rail Corridor Crossing in a location requiring minor variations to the Rail Corridor Crossing Site, then the Proprietor and the Authority must vary the Rail Corridor Crossing Site so that the Rail Corridor Crossing can be constructed in the Rail Corridor Crossing Site.
- (b) If the Authority elects to construct the Rail Corridor Crossing in a location:

- (i) requiring variations to the Rail Corridor Crossing Site which are not minor; or
- (ii) not covered by the Rail Corridor Crossing Site but the Rail Corridor Crossing will still be supported by the Land,

then the Authority and the Proprietor must act reasonably to agree the new location for the Rail Corridor Crossing and the Proprietor and the Authority must vary the Rail Corridor Crossing Site so that the Rail Corridor Crossing can be constructed in the Rail Corridor Crossing Site.

#### 2.4 Construction Zone

- (a) The Proprietor grants to the Authority and the Authority accepts the licence to access the Construction Zone for the Term for the Permitted Purposes and on the terms and conditions set out in this easement.
- (b) The Authority must during the Term:
  - (i) keep and maintain the Construction Zone in good order and condition;
  - (ii) not cause any nuisance or disturbance to any owner or occupier of any adjoining or nearby property;
  - (iii) not allow any rubbish to accumulate on the Construction Zone;
  - (iv) ensure that no Contaminant is brought onto the Construction Zone or emanates from the Construction Zone;
  - (v) ensure that no noxious, offensive or dangerous chemicals or pollution escapes from the Construction Zone; and
  - (vi) secure the Construction Zone in a proper and professional manner and take all steps necessary to keep the Rail Corridor Crossing Works safe and secure to prevent unauthorised access.
- (c) The Authority's use of and access to the Construction Zone under this instrument is at the Authority's risk. The Authority releases the Proprietor from any Claims or Loss associated with any death, injury, loss or damage occurring to the Authority or any individual authorised to have access to the Construction Zone by the Authority while exercising its rights pursuant to this agreement.
- (d) Following completion of the Rail Corridor Crossing Works:
  - (i) the Proprietor must not damage, alter or otherwise interfere with the completed Rail Corridor Crossing Works;
  - (ii) the Authority must make good the Construction Zone to the condition it was in when the Authority was first given access to the Construction Zone and remove all building materials, equipment and fences from the Construction Zone.

#### 2.5 After construction

Once the Rail Corridor Crossing is constructed:

- (a) the Authority must maintain the Rail Corridor Crossing at its cost and the Proprietor grants a full free and unimpeded access to employees, contractors and others authorised by the Authority to effect repairs and maintenance;

- (b) if the Rail Corridor Crossing is destroyed or demolished for any reason whatsoever, then the Authority must make the Rail Corridor Crossing Site safe and the Authority may elect to rebuild the Rail Corridor Crossing in its absolute discretion; and
- (c) if any part of the Rail Corridor Crossing is located outside the Rail Corridor Crossing Site, then the Proprietor and the Authority must vary the Rail Corridor Crossing Site so that the Rail Corridor Crossing is wholly located within the Rail Corridor Crossing Site.

2.6 Indemnity

The Authority indemnifies the Proprietor from and against all Claims and Loss arising out of any death, Loss, damage or injury suffered or incurred by any person caused or contributed to by any negligent or wilful act or omission or default by the Authority.

2.7 Transfer by Authority

The Authority may transfer this easement to another prescribed authority without the Proprietor's consent provided that the Rail Corridor Crossing Works have been completed and the Construction Zone has been made good in accordance with this easement.

2.8 Meaning of "minor"

In this clause 2, a "minor" alteration includes an alteration:

- (a) increasing the area of the Easement Site by not more than 10%; or
- (b) varying the position of the boundaries of the Easement Site by not more than 3 metres from their position as shown on the unregistered plan.

2.9 Release etc

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

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: Transport for NSW