

8.17. Transfer of State-owned Lands to North Sydney Council

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ENDORSED BY: Rob Emerson, Director Open Space and Environmental Services

ATTACHMENTS:

1. Attach 1 Maps of Lands to be Transferred to Council [**8.16.1** - 4 pages]
2. Attach 2 Land Transfer Agreement [**8.16.2** - 14 pages]

PURPOSE:

To undertake the processes required to facilitate the transfer of 35 parcels of land owned by the Planning Ministerial Corporation (PMC) and located in the North Sydney LGA to North Sydney Council.

EXECUTIVE SUMMARY:

Staff from the Office of Strategic Lands, Department of Planning and Environment (OSL) have been working with Council staff on a Land Transfer Program which will see 35 parcels of land owned by the Planning Ministerial Corporation (PMC) and located in the North Sydney LGA transferred to North Sydney Council ownership.

34 of the parcels of land are in existing parks and reserves and are zoned either RE1 Public Recreation or C2 Environmental Conservation. They are currently managed and maintained by Council for the purposes of public open space and recreation. The parcels are in Tunks Park (Cammeray), Primrose Park (Cremorne), Sawmillers Reserve (McMahons Point), Kurraba Reserve (Neutral Bay), Badangi Reserve (Wollstonecraft), Henry Lawson Reserve (McMahons Point) and on the Kirribilli Foreshore.

The final parcel of land, 1 Henry Lawson Ave, McMahons Point (Lot 1 in DP915829) was compulsorily acquired by the state government in June 2021. Surrounded on both sides by Henry Lawson Reserve, this parcel of land will also be transferred to North Sydney Council as part of the Land Transfer Program. Acquisition of this land will achieve the government's, Council's and the community's long-term vision of continuous public access along the McMahons Point foreshore. This land is also zoned RE1 Public Recreation, however it is not currently available for public recreational use as it contains buildings and a slipway. Demolition, conservation of the slipway which has heritage value, remediation of the site and landscaping will be needed to convert this area into foreshore parkland.

The Office of Strategic Lands (OSL) have provided Council with a draft Land Transfer Agreement (LTA) which sets out the conditions of the proposed transfer. This Agreement has been considered by staff from Open Space and Environment, Property and fine-tuned by

Council's lawyer. Acceptance of the conditions set out in the LTA by Council will allow the OSL's internal Legal to commence Title Transfer to North Sydney Council.

By approaching North Sydney Council with a proposition to transfer ownership of 35 parcels of Planning Ministerial Corporation land to Council the OSL has set in train a process that will increase the amount of open space in North Sydney that Council owns and complete a missing link in the open space along the McMahons Point foreshore. It will also simplify the management of these areas, as Council will no longer be required to seek owners' consent to carry out appropriate works on the land.

FINANCIAL IMPLICATIONS:

Remediation and construction of a park on the parcel of land at 1 Henry Lawson Ave, McMahons Point (Lot 1 in DP915829) is currently estimated to be in the order of \$1,700,000.

RECOMMENDATION:

- 1. THAT** Council thank the State Government for the transfer of 35 parcels of land, including 1 Henry Lawson Ave, from the Planning Ministerial Corporation to North Sydney Council as per the Land Transfer Agreement
- 2. THAT** Council advocate for the State Government to undertake remediation and fund construction of a park on 1 Henry Lawson Ave, McMahons Point (Lot 1 in DP915829)

LINK TO COMMUNITY STRATEGIC PLAN

The relationship with the Community Strategic Plan is as follows:

1. Our Living Environment

1.4 Public open space and recreation facilities and services meet community needs

BACKGROUND

Ownership of public open space in the North Sydney local government area is complex and diverse. In addition to Council-owned land and Crown land for which Council is the Crown land manager there are many other parcels of open space that are owned by various state government entities. This diversity of land ownership means that management of public open space by Council is often less straightforward than it would otherwise be.

Over the past months, staff from the Office of Strategic Lands, Department of Planning and Environment (OSL) have been working with Council staff on a program which will result in the transfer of 35 parcels of Planning Ministerial Corporation (PMC) land located in the North Sydney local government area to North Sydney Council.

34 of the parcels of land already function as public space and are zoned as either RE1 Public Recreation or C2 Environmental Conservation accordingly. They are currently managed and maintained by Council and are included in Council's suite of Plans of Management. The 35th parcel is 1 Henry Lawson Ave, McMahons Point (Lot 1 in DP915829). This parcel was compulsorily acquired by the State (as listed in Government Gazette of the State of New South Wales Number 242 – Compulsory Acquisitions, Friday, 11 June 2021). Although this land is zoned RE1 Public Recreation this was in anticipation of its future desired use, and it is not currently publicly accessible. The land is surrounded on both sides by foreshore public open space.

CONSULTATION REQUIREMENTS

Community engagement is not required.

DETAIL

1. Parcels of Land to be transferred to Council ownership via the Land Transfer Agreement (LTA)

The parcels of land described below in Table 1: Land to be Transferred to North Sydney Council are all currently owned by the Planning Ministerial Corporation (PMC). Their locations are shown on the series of maps in Attachment 1: Maps of Land to be Transferred to North Sydney Council.

Table 1: Land to be Transferred to North Sydney Council

Lot/DP	Address	Located in (Park/Reserve Name)	Land size (hect)	Zoning (NSLEP2013)	Map Ref (Attachment 1)
3/531642	Cambridge St (off), Cammeray	Tunks Park	0.3718	C2 Environmental Conservation	1
1/537510	Cambridge St (off), Cammeray	Tunks Park	0.1739	C2 Environmental Conservation	2
37/1045547	580 Miller St, Cammeray	Tunks Park	0.07947	C2 Environmental Conservation	3
2/558150	The Boulevard (off), Cammeray	Tunks Park	0.2359	C2 Environmental Conservation	4
13/543093	Churchill Cres (off), Cammeray	Primrose Park	0.06956	C2 Environmental Conservation	5
1/625787	Churchill Cres (off), Cammeray	Primrose Park	0.09647	C2 Environmental Conservation	6
11/533858	Churchill Cres (off), Cammeray	Primrose Park	0.06829	C2 Environmental Conservation	7
2/614363	Churchill Cres (off), Cammeray	Primrose Park	0.04292	C2 Environmental Conservation	8
4/1014557	Churchill Cres (off), Cammeray	Primrose Park	0.05148	C2 Environmental Conservation	9
4/501936	Churchill Cres (off), Cammeray	Primrose Park	0.07082	C2 Environmental Conservation	10
2/501936	Churchill Cres (off), Cammeray	Primrose Park	0.06513	C2 Environmental Conservation	11
F1/21566	Cammeray Rd (off), Cammeray	Primrose Park	0.0019	C2 Environmental Conservation	12
3/547884	Cammeray Rd (off), Cammeray	Primrose Park	0.0019	C2 Environmental Conservation	13
5/587555	Bridge End (off), Wollstonecraft	Badangi Reserve	0.1993	C2 Environmental Conservation	14
1/518624	Bridge End (off), Wollstonecraft	Badangi Reserve	0.3958	C2 Environmental Conservation	15

103/613918	Gas Works Rd (off), Wollstonecraft	Badangi Reserve	0.8766	C2 Environmental Conservation	16
1/528489	Shirley Rd, Wollstonecraft	Badangi Reserve	1.012	C2 Environmental Conservation	17
2/528489	Shirley Rd, Wollstonecraft	Badangi Reserve	3.535	C2 Environmental Conservation	18
2/608752	Munro St (off), McMahons Point	Sawmillers Reserve	0.1645	RE1 Public Recreation	19
1/206431	Nottingham & Munro Streets, McMahons Pt	Sawmillers Reserve	0.1575	RE1 Public Recreation	20
1/562177	French St (off), McMahons Point	Sawmillers Reserve	0.1575	RE1 Public Recreation	21
3/567224	Jeffery St, Kirribilli	Copes Lookout	0.0328	RE1 Public Recreation	22
1052/752067	Kurraba Rd (off), Neutral Bay	Kurraba Reserve	0.02339	RE1 Public Recreation	23
2/616462	Kurraba Rd (off), Neutral Bay	Kurraba Reserve	0.3347	RE1 Public Recreation	24
1/1031935	Kurraba Rd, Neutral Bay	Kurraba Reserve	0.43189	RE1 Public Recreation	25
1067/752067	Kurraba Rd (off), Neutral Bay	Kurraba Reserve	0.08851	RE1 Public Recreation	26
1060/665716	Kurraba Rd (off), Neutral Bay	Kurraba Reserve	0.05437	RE1 Public Recreation	27
1/942981	Kurraba Rd (off), Neutral Bay	Kurraba Reserve	0.07967	RE1 Public Recreation	28
1/430427	Kurraba Rd (off), Neutral Bay	Kurraba Reserve	0.0145	RE1 Public Recreation	29
1/902933	Blues Pt Rd & Henry Lawson Ave, McMahons Point	Henry Lawson Reserve	0.09	RE1 Public Recreation	30
1/581992	Blues Pt Rd (off) McMahons Point	Henry Lawson Reserve	0.00684	RE1 Public Recreation	31
1/230594	Henry Lawson Ave, McMahons Point	Henry Lawson Reserve	0.02403	RE1 Public Recreation	33
2/230594	Henry Lawson Ave, McMahons Point	Henry Lawson Reserve	0.07398	RE1 Public Recreation	32
50/861201	Henry Lawson Ave, McMahons Point	Henry Lawson Reserve	0.11874	RE1 Public Recreation	34
1/915829	1 Henry Lawson Ave, McMahons Point	Will form part of Henry Lawson Reserve	0.0367	RE1 Public Recreation	35

2. Transfer of Land to North Sydney Council

The Land Transfer Agreement (LTA) provided to Council by OSL sets out the conditions that Council and the PMC must accept and agree upon to proceed with the transfer. The LTA has been reviewed and amended by Council's lawyer and returned to OSL for finalising.

A discussion of two of the key elements of the LTA that have implications for Council follows.

A copy of the entire LTA is included as Attachment 2: Land Transfer Agreement.

Land Use, Classification and Plans of Management

The LTA states that not less than 80% of the land to be transferred to Council must remain open space which means either an open area or an area with improvements and structures (such as roads, pavements, fences, tennis courts, pools, and sports fields) that are not roofed and enclosed. The requirement for open space does not apply for the development of the land authorised by a Plan of Management as defined in the Local Government Act 1993 adopted by Council for the Land

Additionally, the land may only be used for any recreational purpose permitted for land classified as community and categorised as a natural area, sports grounds, park or areas of cultural significance under the Local Government Act 1993.

Implications for Council

There are no significant implications for any of the parcels of land except for 1 Henry Lawson Ave, McMahons Pt (lot 1/DP 915829). All other parcels of land are public open space and are zoned accordingly as RE1 Public Recreation or C2 Environmental Conservation. They are classified as community land and categorised as natural area (bushland), sports grounds or park under the Local Government Act 1993 (LGA 1993). They are included in Council's suite of Plans of Management, prepared under the LGA 1993.

These parcels are important elements in Council's open space network. They have been developed for and will continue to be used for public recreation. They include bushland reserves (parcels located in Primrose and Tunks Parks, and in Badangi Reserve) where there has been minimal development (generally only walking tracks and interpretive and directional signage). Landscape improvements to the parcels located in harbour foreshore parks (Sawmillers, Kurraba and Henry Lawson Reserves and the Kirribilli Foreshore) generally include landscaped lawn and vegetated areas and facilities such as seats, paths, lights and picnic tables that meet user needs. These areas have been developed for unstructured recreational pursuits such as picnicking.

1 Henry Lawson Ave, McMahons Pt (lot 1/DP 915829) has been recently transferred from private ownership and is currently owned by the State Government. This parcel forms the missing link between existing open space contained in the two disjunct parts of Henry Lawson Reserve.

Once transferred to Council, 1 Henry Lawson Ave will be developed to become a new and significant addition to harbour foreshore open space in a high-profile location that is currently experiencing disruption due to ongoing works associated with the Western Harbour Tunnel and Northern Beaches Link.

1 Henry Lawson Ave is currently zoned RE1 Public Recreation, having been previously identified for acquisition for public open space. The land will be classified as community land and categorised as park (under the LGA 1993). It will be included in Council's land register and Council's Foreshore Parks and Reserves Plans of Management.

Condition of Land

The LTA states that Council must accept the land in its present state and condition and state of repair including any structures, any rubbish and any contamination or hazardous substances or latent or patent defects. The Corporation warrants that as at the date of this Agreement it is not aware of any contamination in, on or under the land.

Implications for Council

There are no significant implications for any parcels of land except for 1 Henry Lawson Ave, McMahons Pt (lot 1/DP 915829). All other parcels of land are part of North Sydney's existing network of parks and bushland reserves that are currently used by the community for recreation. Likely future improvements to these parcels are minimal and would have a low impact on the land. In bushland areas, future works may include upgrading existing bush tracks and installation of associated elements such as signage. In the developed parklands, future works are likely to include providing additional facilities to allow people to use and enjoy these areas such as picnic tables, seats, exercise equipment and the like.

The transfer of 1 Henry Lawson Ave to Council carries with it obligations undertake certain works which have financial implications. However, the value to the local and wider community of acquiring this prime harbour foreshore land for the purposes of open space and recreation and creating continuous public access along the McMahons Point foreshore between Blues Point Reserve and the McMahons Point ferry wharf is huge. This value is not outweighed by the costs that will be incurred transforming the site into parkland.

The land at 1 Henry Lawson Ave was acquired by the state government for \$9,000,000. The cost to transform the unimproved land into useable foreshore public open space to achieve the government's, Council's and the community's long-term vision for this high-profile site will be considerably less. Funding is needed so that the following identified works can be undertaken:

Preliminary Works

- heritage study (will determine which site elements be retained)
- hazmat assessment
- contamination study

Construction

- the demolition of elements with little heritage significance
- site remediation

- retention and interpretation of significant heritage elements including the slipway
- landscape works to turn the land into attractive and useful foreshore parkland

A preliminary estimate puts the likely cost of these works at \$1,700,000.

Council has commenced discussions with the state government regarding the funding of the required works, advocating for the state government to undertake remediation and fund construction of a park on 1 Henry Lawson Ave.

3. Next Steps

Once Council has agreed to sign off on the LTA, the following works can occur:

1. Office of Strategic Lands engages internal Legal to commence Title Transfer to North Sydney Council
2. Settlement and Media release
3. Transformation of 1 Henry Lawson Ave to parkland

4. Conclusion

Transfer of the 35 parcels of PMC-owned land located in the North Sydney LGA to Council will not only increase the amount of Council-owned open space in North Sydney but will also simplify the management of these lands. Acquisition of the land at 1 Henry Lawson Ave, McMahons Point will provide the community with additional open space in a prime harbourside location and will complete a missing link in continuous public access along the McMahons Point foreshore.

Attachment 1 - Maps & Photos of Lands to be Transferred to North Sydney Council

Parcels of Land in Tunks Park



Tunks Park

Tunks Park (Detail 1)

Zoning

RE1 Public Recreation

C2 Environmental Conservation

Source: NSC LEP 2013

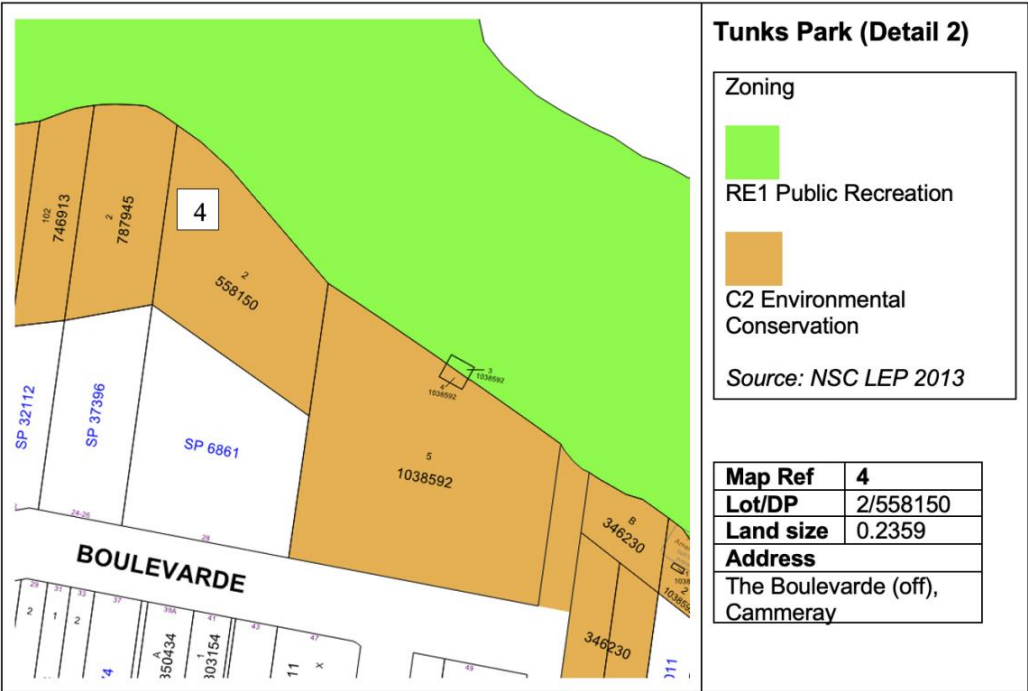
Map Ref	1
Lot/DP	3/531642
Land size	0.3718
Address Cambridge St (off), Cammeray	

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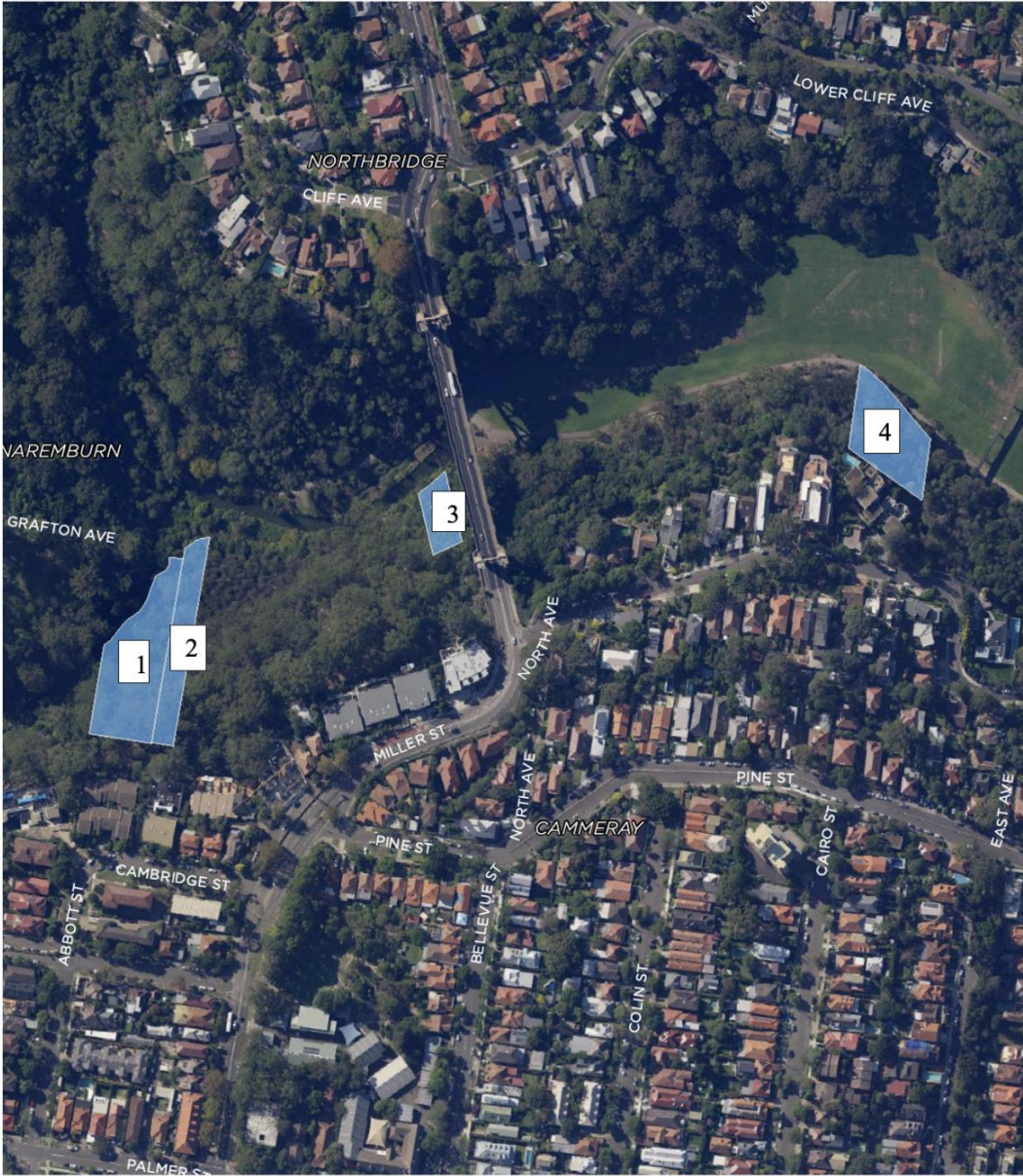
Map Ref	2
Lot/DP	1/537510
Land size	0.1739
Address Cambridge St (off), Cammeray	

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Map Ref	3
Lot/DP	37/1045547
Land size	0.07947
Address 580 Miller St, Cammeray	



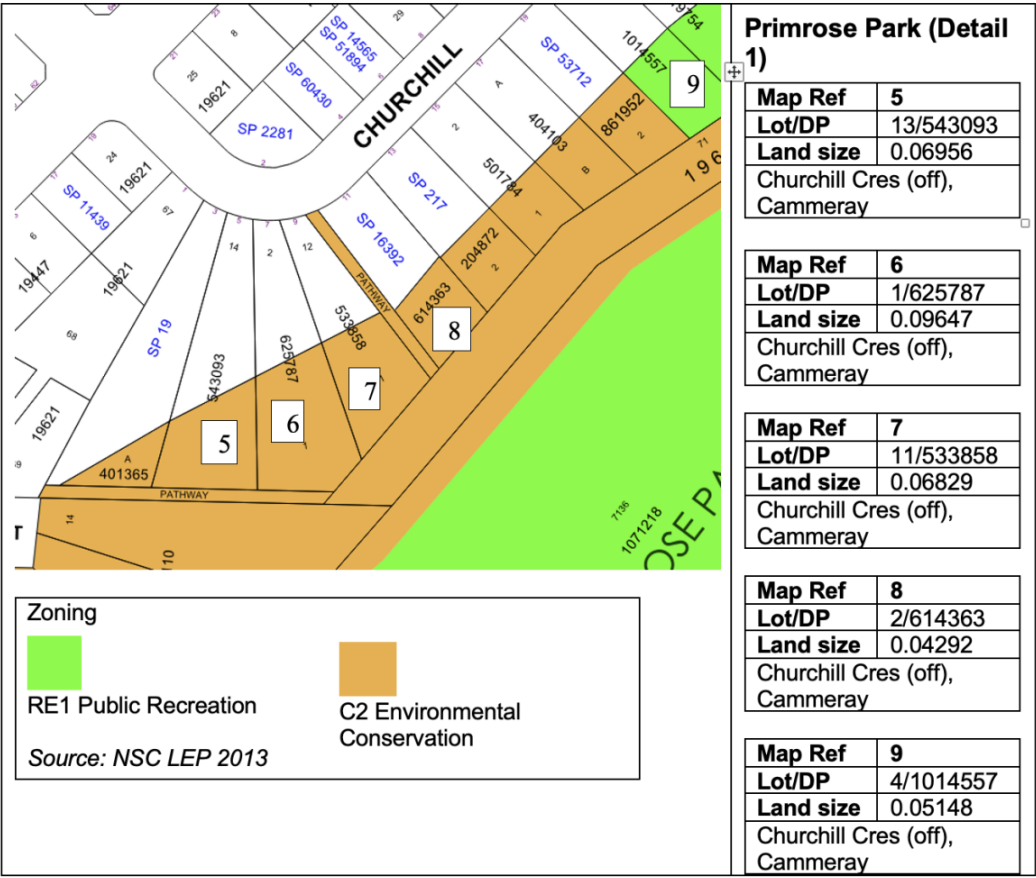
Tunks Park – Aerial Photo of part of Park showing land to be transferred to Council



Parcels of Land in Primrose Park



Primrose Park



LAND TRANSFER AGREEMENT

Planning Ministerial Corporation
Corporation

[Name of Council]
Council

LAND TRANSFER AGREEMENT

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LAND TRANSFER AGREEMENT

HWL Ebsworth

Details

Parties

Corporation	Name	The Corporation with the corporate name "Planning Ministerial Corporation"
	ABN	36 691 806 169
	Address	c/-Office of Strategic Lands, Department of Planning and Environment, Level 25, 320 Pitt Street, Sydney NSW 2000
Council	Name	[Council Name]
	ABN	[Council ABN]
	Address	[Council street address]

RECITALS

- A. The Corporation owns the land set out in the Land Schedule attached (**Land**).
- B. The Land may only be used for any recreational purpose permitted for land classified as community and categorised as a natural area, sports grounds, park or areas of cultural significance under the *Local Government Act 1993* (**Recreational Purposes**).
- C. The parties have agreed to the transfer of the Land from the Corporation to the Council for \$1.00 (**Consideration**).
- D. Not less than 80% of the Land must remain open space which means either an open area or an area with improvements and structures (such as roads, pavements, fences, tennis courts, pools and sports fields) that are not roofed and enclosed (**Open Space**). This requirement applies to a single Lot or, where a number of Lots have contiguous boundaries the group of Lots, forming part of the Land. The requirement for Open Space does not apply for the development of the Land authorised by a plan of management as defined in the *Local Government Act 1993* adopted by Council for the Land (**Plan of Management**).
- E. The parties wish to record their understanding of this transaction as set out in this Land Transfer Agreement (**Agreement**).

LAND TRANSFER AGREEMENT

1. Transfer

The Corporation will transfer the Land to Council for the Consideration.

Council accepts the transfer and must hold, maintain and use the Land subject to the terms and conditions set out in this Agreement none of which merge on completion of the transfer.

2. Public recognition

Council will ensure that the Corporation:

- (a) will receive appropriate recognition of the Corporation's role in the provision of open space in any signs relating to the Land; and
- (b) will obtain formal recognition of the title hand over which will be handed over by the relevant Minister in a public ceremony if requested by the Corporation.

3. Acceptance of land in current condition

Council accepts the Land in its present state and condition and state of repair including any structures, any rubbish and any contamination or hazardous substances or latent or patent defects.

The Corporation warrants that as at the date of this Agreement it is not aware of any contamination in, on or under the Land.

Council accepts the transfer of the Land with any existing occupation or tenancies affecting the Land.

4. Classification of Land

The Land must be classified as community land under section 25 of the *Local Government Act 1993*. Council must refer to this Agreement in Council's land register in respect of the Land.

5. Land use

Council must use the entirety of the Land for Recreational Purposes with not less than 80% of the area of the Land remaining Open Space. Council must ensure that the Land is not used for any purpose other than Recreational Purposes.

LAND TRANSFER AGREEMENT

6. Plan of Management

Notwithstanding the previous clause, Council may permit improvements and structures to be erected on the Land having the effect of reducing the area of Open Space to less than 80% of the area of the Land provided that such improvements and structures are authorised by a Plan of Management before such improvements and structures are erected.

7. Notification

Council must promptly notify the Corporation of the following:

- (a) a proposal to vary the use of the Land;
- (b) any change in the use of the Land or if the Land ceases to be used for Open Space Recreational Purposes in breach of this Agreement.

8. Consent of Corporation

Council must not without the prior consent of the Corporation:

- (a) Rezone or vary the permitted use of the Land, or seek permission from any authority to vary the zoning or permitted use of the Land or reclassify the Land under Chapter 6 of the *Local Government Act 1993*;
- (b) grant any lease, licence or other right of possession or use of the Land for a period exceeding 21 years (including any option to renew);
- (c) mortgage or charge the Land or otherwise provide the Land as security;
- (d) grant any other rights in the Land including any easement, restrictive covenant or positive covenant for a period exceeding 21 years (including any option to renew) except an easement over part of the Land granted to a public authority for nominal consideration;
- (e) subdivide the Land except a subdivision ancillary to the construction of infrastructure for public use; and
- (f) take any action that may discharge, supersede, suspend, invalidate or otherwise vary or diminish the effect of this Agreement.

The Corporation's consent may be given, withheld, refused or given with conditions as the Corporation considers appropriate.

LAND TRANSFER AGREEMENT

9. Breach of obligations

Where the Corporation becomes aware that Council is in breach of its obligations under this Agreement the Corporation may notify the Council of the breach and request that the Council rectify the breach within a reasonable time after the notice. The parties must co-operate in good faith to seek to resolve the breach.

10. Retransfer

Subject to the Corporation issuing a notice under the previous clause, if in breach of Council's obligations under this Agreement:

- (a) any part of the Land ceases to be used for Recreational Purposes; or
- (b) less than 80% of the Land remains Open Space,

then at the request of the Corporation the Land (or the relevant part of the Land as determined by the Corporation in its discretion) (**Retransfer Land**) must be transferred back to the Corporation or as the Corporation directs.

The consideration payable to the Council for the transfer of the Retransfer Land will be \$1.00. The Council must at the request of the Corporation do all things reasonably necessary to promptly transfer the Retransfer Land.

The Retransfer Land includes all improvements and fixtures on the Retransfer Land but does not include any fittings, equipment or materials installed or placed on the Retransfer Land by the Council which must be removed prior to completion of the transfer of Retransfer Land.

11. Right of first refusal

In consideration of the transfer of the Land to the Council under this Agreement, Council must not offer, sell or transfer the Land without first offering it to the Corporation by serving on the Corporation:

- (a) a notice that it intends to sell the Land specifying details of sale process; and
- (b) a form of Contract for Sale of Land completed with the exception of the price.

Sale Notice Date means the date the Corporation receives the notice of sale and contract.

LAND TRANSFER AGREEMENT

The Corporation may at any time up to 2 months after the Sale Notice Date accept the offer of the Council for the sale of the Land in which case the price will be \$1.00.

If the Corporation does not within 2 months after the Sale Notice Date accept the offer then for the next 10 months Council may transfer the Land to a third party.

A notice of sale properly served under this clause lapses as if it had never been served if the Land is not transferred within one year after the Sale Notice Date.

12. Sale proceeds

The proceeds from any compulsory acquisition (except the acquisition of an easement over part of the Land for infrastructure for public use), sale or other disposal of the Land must be shared equally between the parties with half the proceeds received by Council paid to the Corporation, except for the value of the costs incurred by Council in maintaining the land in accordance with Paragraph 13 of this Agreement, and the value of improvements and fixtures erected or installed by Council on the Land which will be entirely for Council.

13. Maintenance of Land

The Council must keep and maintain the Land in the following condition:

- (a) free of all noxious weeds and growths and all feral animals, vermin, noxious animals and pest animals;
- (b) clean and free of all waste, rubbish and debris; and
- (c) in compliance with all statutes, regulations, ordinances, codes, rules, proclamations, ministerial directives, by-laws, planning instruments, development consents, directions from any authority or other laws (including the Building Code of Australia and any relevant Australian standard) from time to time.

Council must not conduct or permit any activity or use on the Land that could cause contamination to the Land.

The improvements, fixtures and fittings on the Land must be kept in good repair and working order.

14. Charge

Council grants the Corporation a charge over the Land to secure the rights of the Corporation under this Agreement including the first right of refusal and the payment of

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LAND TRANSFER AGREEMENT

half the sale proceeds, adjusted to account for re-imbusement costs to Council for the maintenance of the Land in accordance with Clause 13 of this Agreement, and the value of improvements and fixtures erected or installed by Council on the Land which will be entirely for Council.

15. Caveat

The parties agree that this Agreement gives the Corporation a caveatable interest in the Land.

Council will at the request of the Corporation consent to a caveat on the Land and must not object to or take any action to remove the caveat.

16. Legal costs

Each party to this agreement will be responsible for its own legal costs.

17. Registration

Council hereby authorises the Corporation to lodge the certificates of title and executed transfers to register the transfer of the Land to Council at the office of NSW Land Registry Services.

Promptly after registration of the transfers, the Corporation must provide the certificates of title for the Land to the Council.

18. GST

If the Corporation incurs a liability to pay GST in connection with any supply to Council pursuant to this Agreement, the consideration that Council must pay the Corporation for that supply is increased by an amount equal to the GST liability the Corporation incurs in making the supply and the amount of that GST liability is payable at the same time as the consideration is payable in respect of the supply.

19. General

Name, Gender and Corporation

Words importing the singular number include the plural and vice versa, words importing a person including a corporation and vice versa and each gender includes every other gender.

LAND TRANSFER AGREEMENT

Jointly & Severally

Any provision of this Agreement to be performed by two or more persons binds those persons jointly and each of them severally.

Bodies and Associations

References to authorities, institutes, associations and bodies, whether statutory or otherwise, will in the event of any such organisation ceasing to exist, be reconstituted, renamed or replaced or the power or functions or any such organisation be transferred to any other organisation, be deemed to refer respectively to the organisation established or constituted in lieu of any such organisation.

Statutes and Regulations

Reference to a statute or ordinance includes all regulations under and amendments to that statute or ordinance whether by subsequent statute or otherwise and a statute or ordinance passed in substitution for the statute or ordinance.

Headings

Headings and any marginal notes have been inserted for convenience only and do not in any way limit or govern the construction of the terms of this Agreement.

Entire Agreement

This Agreement constitutes the entire agreement of the parties in respect of the Land and supersedes all prior agreements, understandings and negotiations in relation to the Land. A variation of any term of this Agreement must be in writing and signed by the parties.

Business Days

Where under or pursuant to the Agreement the day on or by which any act, matter or thing is to be done is a Saturday or a Sunday or a public holiday in the State or place in which the Land is situated, such act, matter or thing may be done on the next succeeding day which is not a Saturday, Sunday or public holiday.

Include

The word "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.

Rule of Construction

LAND TRANSFER AGREEMENT

In the interpretation of this Agreement no rule of construction applies to the disadvantage of one party on the basis that that party put forward this Agreement.

Notices etc

Any notices, notification, nomination, request, approval or consent must be in writing and will be properly executed if signed by an officer, manager or solicitor of the party giving it. All communications to the Corporation must be marked to the attention of the Land Management Branch.

Goods and Services Tax

In this Agreement, unless the contrary intention appears, the words "GST", "tax invoice" and "taxable supply" have the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999*.

Further Assurance

Each party must do all things and execute all further documents necessary to give a full effect to this Agreement.

Regulatory Authority

Any approval or consent given by the Corporation pursuant to this Agreement may not be taken as the grant of any consent or approval by the Corporation as a consent or regulatory authority pursuant to any legislation including the *Environmental Planning and Assessment Act 1979*.

Land

The word "Land" includes any part of the Land and all interests in the Land.

Successors and Assigns

The rights and obligations under this Agreement apply to the parties and their successors and assigns.

Severable Obligations

LAND TRANSFER AGREEMENT

Each obligation, right and provision in the Agreement is a separate severable obligation, right or provision. If any part of the Agreement is invalid, illegal or unenforceable, the remaining parts of this Agreement will not be affected and will continue to be enforceable.

Counterparts

This document may be executed in any number of counterparts all of which taken together constitute one instrument.

LAND TRANSFER AGREEMENT

Signing Page

Executed as a deed on the day of 2018

Signed by me as delegate of the Planning Ministerial Corporation and I hereby certify that I have no notice of the revocation of such delegation in the presence of:

Signature of Witness Signature of Delegate

Print name of Witness Print Name of Delegate

Signed by [Name of Council] by its duly Constituted Authority pursuant to the Power of Attorney Registered Book.....No.....in the present of:

Signature of Witness Signature

Print name of Witness

Address of Witness

LAND TRANSFER AGREEMENT

Land Schedule

LAND

Folio Identifier	Lot/Section/Deposited Plan	Street Address

LAND TRANSFER AGREEMENT

Attachments

1. Title Documents
2. Drainage Diagrams
3. Sewer Reference Sheets
4. Planning Certificates