

# Annexure A

## Terms of Public Access Easement

- ##.1 The Benefited Authority and any person authorised by the Benefited Authority and members of the public ("Authorised Users") have full and free right to pass and repass at all times over and across the easement area for access and passive recreation purposes:
- (a) on foot; and/or
  - (b) with wheelchairs or other disabled access aids; and
  - (c) with or without animals; and
  - (d) with bicycles (being walked or ridden); and
  - (e) excluding motor vehicles or motor bikes.
- ##.2 In exercising the rights granted by this easement, the Benefited Authority and any Authorised User must:
- (a) cause as little inconvenience as practicable to the Burdened Lot Owner and any occupier of the lot burdened; and
  - (b) cause as little damage as is practicable to the lot burdened and any improvements on it.
- ##.3 Except as otherwise agreed in writing with the Benefited Authority:
- (a) the Burdened Lot Owner is to keep and maintain the easement area and any structure within the area in an unobstructed and tidy condition and in a proper state of repair to the satisfaction of the Benefited Authority,
  - (b) the Burdened Lot Owner is to, at its cost, maintain, replace, renew or carry out any other work within the easement area, to enable it to be properly and safely used for public access,
  - (c) prior to carrying out any work within the easement area, the Burdened Lot Owner is to, at its cost, obtain written approval from the Benefited Authority, and all Approvals necessary, for such work and
  - (d) the Benefited Authority is not required to maintain, replace, renew or carry out any work within the easement area.
- ##.4 If the Burdened Lot Owner fails to comply with any of its obligations under this easement, the Benefited Authority or any person authorised by the Benefited Authority may enter the easement area with or without machinery, tools and equipment to repair, remove, replace or otherwise remedy any breach by the Burdened Lot Owner and the Burdened Lot Owner is to pay the Benefited Authority's Costs of doing so within 7 days of a written request for payment of such Costs.
- ##.5 Any Costs incurred by the Benefited Authority in remedying a breach by the Burdened Lot Owner that is not paid within the time required for payment may be recovered by the Benefited Authority as a debt due in a court of competent jurisdiction.
- ##.6 The Burdened Lot Owner releases the Authority Benefited from all Claims associated with:
- (a) the death of or any injury to any person; or
  - (b) the damage to or destruction of the property of any person,
- in connection with the exercise by the Benefited Authority or any of its Authorised Users of the rights under this easement, except to the extent that any such death, injury, damage or destruction are caused by the negligence of the Benefited Authority.
- ##.7 The Burdened Lot Owner indemnifies the Benefited Authority from and against all Claims that may be sustained, suffered, recovered or made against the Benefited Authority arising in connection with the performance of the Burdened Lot Owner's obligations under this easement.
- ##.8 In this easement following definitions apply:
- Benefited Authority** means the prescribed authority having the benefit of this easement, being Willoughby City Council.

**Burdened Lot Owner** means the registered proprietor from time to time of the land which this easement burdens.

**Claim** includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.

**Costs** means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.

SAMPLE

# Annexure B

## SAMPLE

### Plan of the Right Of Way / Public Access Easement

