



# PLAN OF MANAGEMENT LAMBERT PARK

LEICHHARDT MUNICIPAL COUNCIL

JULY 2011

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Lambert Park Plan of Management - adopted by the Minister under S.114 of the Crown Lands Act -  
1 November 2012

# Contents

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1. INTRODUCTION	5
1.1 Purpose of Plan of Management	
1.2 Overview of Lambert Park	
2. STATUTORY CONTEXT	13
2.1 Crown Lands Act 1989	
– Management of land	
– Requirements for Plan of Management	
– Leases	
2.2 Crown Lands Regulation 2006	
2.3 Environmental Planning and Assessment Act 1979	
2.4 Local Government Act 1993	
2.5 State Environmental Planning Policy (Infrastructure) 2007	
2.6 Leichhardt Local Environmental Plan 2000	
– Zoning	
– Conservation Areas and Heritage Items	
2.7 Companion Animals Act 1998	
2.8 Disability Discrimination Act 1992	
2.9 Leichhardt Suburb Profile	
3. CONSULTATION	21
4. HISTORICAL CONTEXT	24
4.1 Lambert Park	
4.2 Sport and Recreation at Lambert Park	
– Italian-Australians in Leichhardt and the APIA Club	
4.3 Lambert Park Heritage Item – House (Former)	
5. PRESENT USE AND FUTURE OPPORTUNITIES	26
5.1 Condition and Use of the Land and Existing Structures	
5.2 Description of Current Leases and Licences	
5.3 Description of Proposed Future Development and Permissible Uses	
5.4 Site Accessibility and Operation	
– Public Transport	
– Parking	
– Pedestrian	
– Bicycle	
5.5 Trees and Vegetation	
Existing Trees and Vegetation	

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·	Leichhardt Significant Heritage Tree Management Plan	
5.6	Current and Projected Recreational and Open Space Needs	
·	Leichhardt Recreational and Open Space Needs Study	
6.	STRATEGY AND ACTION PLAN	39
6.1	Specific Objectives	
7.	CONCEPT PLAN	45
8.	APPENDICES	49
Appendix 1 – Preliminary Stakeholder Consultation – Summary of Written Submissions		
Appendix 2 – Community Consultation Sessions		
Appendix 3 – Site Survey		
Appendix 4 - Lease Agreement		

# Executive Summary

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## Overview

Lambert Park is located at the corner of Marion Street and Foster Street in Leichhardt. The land is described as Lot 658 of Deposited Plan 729265.

The park comprises three precincts: a sportsground, a park, and a child care facility. The sportsground is currently used by APIA Leichhardt Tigers Football Club. The park precinct includes a playground. The child care facility is a former house that is a heritage item listed under Leichhardt Environmental Plan 2000.

## Key Statutory Framework

Lambert Park is Crown land. The management of the park is therefore administered under the Crown Lands Act 1989 and the Crown Lands Regulation 2006.

Section 11 of the Crown Lands Act sets out the principles for the management of Crown land. The land is reserved for the public purpose of recreation.

Section 95 of the Crown Lands Act enables the appointment of a corporation that includes a Council, to manage the affairs of the reserve trust. Leichhardt has been appointed to manage the affairs of the reserve trust for Lambert Park. The reserve trust may, with the Minister's consent, prepare a draft plan of management for a reserve.

The Lambert Park sportsground is currently under a 10 year lease administered by the reserve trust, and is due to expire on 31 August 2019. The sportsground is currently leased to APIA Leichhardt Tigers Football Club.

The child care centre is run by Council and is not currently subject to a lease or licence under the Crown Lands Act. This plan of management authorizes the child care facility as an "additional purpose" for "community purposes".

Under State Environmental Planning Policy (Infrastructure) 2007, development is permitted for any purpose on a Crown reserve where a plan of management is in place and the work is undertaken by or on behalf of a trustee of the reserve. The development types are to accord with those set out in the plan of management. In the case of Lambert Park, these are summarised under "Proposed Future Development and Permissible Uses" below.

## Consultation

Extensive community consultation has been undertaken for the plan of management for Lambert Park. Consultation raised a range of issues including removal of the wall to Marion Street; redevelopment of the sportsground with artificial turf; new location for childrens' playground; drainage, and more.

## Present Use and Future Opportunities

The plan of management includes an analysis of site elements of Lambert Park, their condition; present use; and priority for improvement. Key improvements that are needed to be made include:

- Address drainage issues in park in particular around the playground.
- Replacement of play facilities.
- Remove walls to Marion Street and between the park and sportsground to facilitate views through to the sportsground.

## Proposed Future Development and Permissible Uses

This plan of management authorises the following uses of Lambert Park:

Playground and park:

- Informal recreation; childrens play;

- 
- Child care facility.

Sportsground:

- Structured play.
- Food and drink premises.

### Strategy and Action Plan

Objectives, strategies and performance monitoring criteria are set out for Lambert Park plan of management. Key objectives include:

- To maintain Lambert “park” and “sportsground” as a key sporting and recreational venue for the local community.
- Make improvements that would provide an attractive entrance into Leichhardt LGA.
- Any development or improvements to Lambert Park are to be sympathetic to and complement the heritage significance of the House (former) at Lambert Park.

### Concept Plan

A concept plan has been prepared for Lambert Park that presents proposed improvement works to the park. This has been developed based on a site opportunities and constraints analysis and community consultation.

# 1. Introduction

## 1.1 Purpose of the Plan of Management

This Plan of Management has been developed to guide Council and the community in the future development, maintenance and management of Lambert Park, Leichhardt, in accordance with the requirements of the Crown Lands Act 1989.

Leichhardt Council has established broad objectives in relation to public open space management:

- a) To improve the amenity of open space within the Leichhardt Local Government Area;
- b) To prepare and establish Plans of Management including Landscape Master Plans for each area of open space that guides the future development, management and maintenance of its open space facilities;
- c) To actively engage community input in the preparation of Plans of Management for parkland areas and provide informed planning advice to Council;
- d) To reduce ongoing maintenance costs through the improved design and management of facilities;
- e) To implement sustainability principles with consideration of Council's Leichhardt 2020+ Strategic Plan; and
- f) To establish a proposed and documented program for staged improvement works which are prioritised and agreed to by Council.

This Plan of Management also supports the vision and directions outlined in Council's 2020+ Strategic Plan in relation to community well-being; accessibility; and a sustainable environment and specifically the objective to "Plan open space and other developments to increase open space, enhance the natural environment and native biodiversity".

The specific objectives of this plan of management for Lambert Park are:

- a) To set out planning and management principles that are to guide future development and operation of Lambert Park.
- b) To promote improvements to the park that reflects its importance as a gateway into Leichhardt.
- c) To investigate opening up the sportsground to permit views and general community access.
- d) To make landscape and other improvements to the park that improve amenity.
- e) To investigate new locations and upgrades to play equipment.
- f) To promote other uses that improves the recreational amenity of the park.
- g) To promote improvements are sympathetic and complementary to the heritage significance of the House (former) at Lambert Park

## 1.2 Overview of Lambert Park

Lambert Park comprises an existing sportsground and park that is located in the suburb of Leichhardt. Refer to Figure 1 for a location plan and Figure 2 for an aerial photograph of Lambert Park.

The land is described as Lot 658 of Deposited Plan 729265, and has an area of approximately 1.766 hectares.

Lambert Park is located at the corner of Foster Road and Marion Street which forms the main gateway to Leichhardt LGA from the west.

Lambert Park is the home of the APIA Leichhardt Soccer Football Club, which has a long history with the ground and the community. APIA Club is subject to a reserve trust lease over that portion of the park that is shown on the plan in the lease agreement at Appendix 4.

The surrounding land uses comprise:



- A disused rail embankment to the west and bicycle track and canal beyond (currently being investigated for use as a 'greenspace' and bicycle link and as a part of the inner west light rail link);
- Uniting Care residential aged care facility, residential and light industrial to the north;
- Retail uses focussed around Leichhardt Marketplace to the east; and
- Single residential dwellings and light industry to the south.

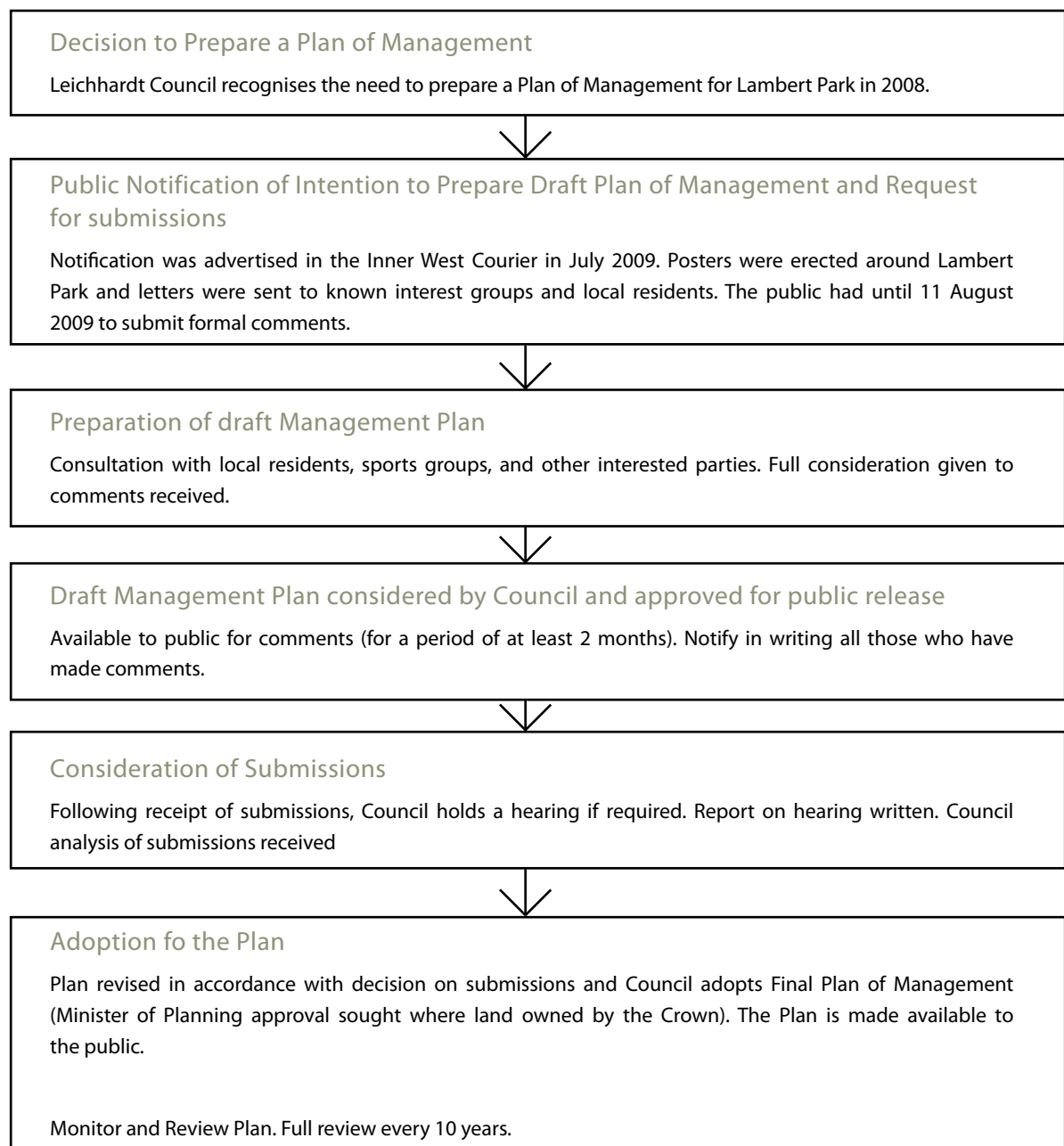
Key significant existing site improvements include:

- The Lambert Park Sportsground: incorporating fenced oval, grandstand, change rooms, toilets, office, ticket office, rainwater tanks and grass embankment with seating.
- Lambert Park is reserved for the public purpose of public recreation (Gaz.14 Sep. 1923) under the Crown Lands Act 1989.
- Care, control and management is the responsibility of the Lambert Park (D500210) Reserve Trust appointed 05 Sept. 1997.
- Leichhardt Council manages the affairs of the Trust.





## Process to Prepare Lambert Park Plan of Management





Aerial photo of eastern portion of Lambert Park where "A" represents child care facility; "B" represents park including playground; and "C" represents sportsground).





Subject Site -  
Lambert Park

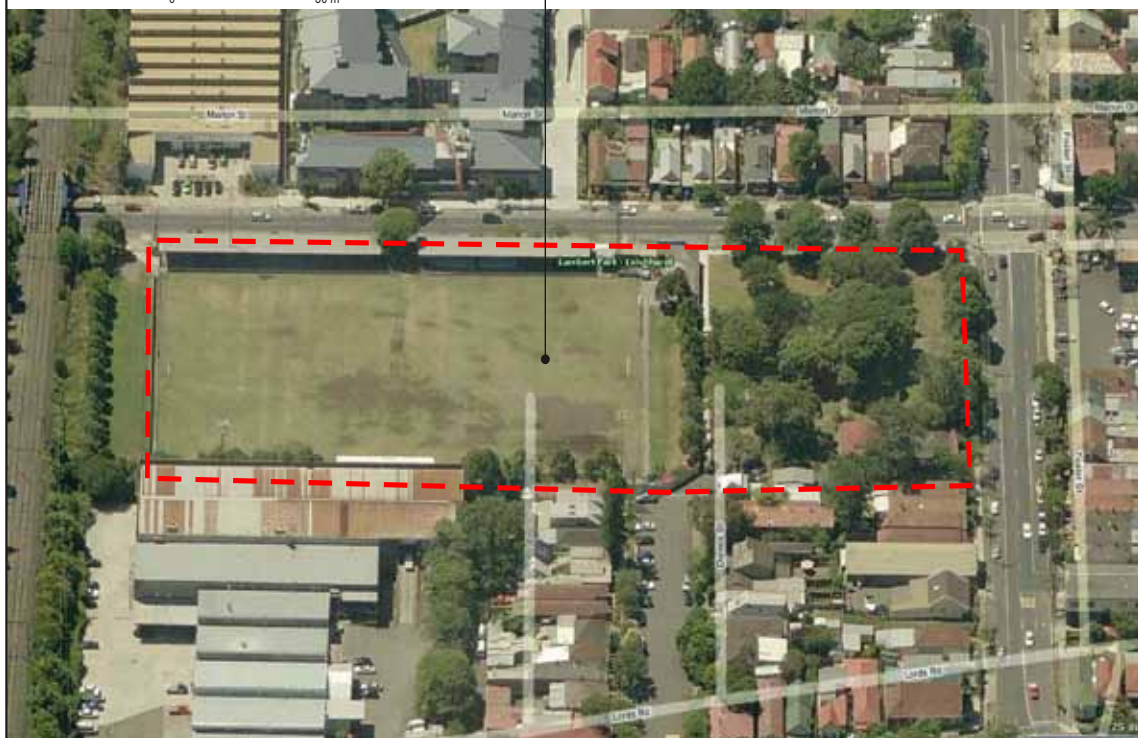


Source: Google Maps 08  
Issued 16-7-09  
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Location Fig 1



Subject Site - Lambert Park



Source: SIX.nsw.gov.au, Bingmaps.com.au  
Issued 21-9-09  
09/WP/301015-01740/Graphics/ids-fig a

Site Fig 2



## 2. Statutory Context

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The statutory framework to guide the preparation and operation of the plan of management for Lambert Park is primarily set by the:

- Crown Lands Act 1989
- Crown Lands Regulation 2006

Other legislation, regulations and environmental planning instruments of relevance to the plan of management are:

- Environmental Planning and Assessment Act 1979
- Environmental Planning and Assessment Regulation 2000
- State Environmental Planning Policy (Infrastructure) 2007
- Leichhardt Local Environmental Plan 2000
- Companion Animals Act 1998
- Disability Discrimination Act 1992

### 2.1 Crown Lands Act 1989

The subject site is Crown land and so it is owned by the Crown (State Government). It is administered under the Crown Lands Act 1989 (Crown Lands Act).

Section 11 of the Crown Lands Act sets out principles for the management of Crown land. Sections 92-95 outlines the formation of the Reserve Trust to manage the reserve (care, control and management) and the appointment of Council to manage the affairs of the Trust. The Crown Lands Act provides for Council as Trust manager to approve leases, licenses and easements on Crown land.

#### Management of land

The principles of Crown Land management apply to the subject site. Section 11 of the Crown Lands Act sets out these principles:

- that environmental protection principles be observed in relation to the management and administration of Crown land,
- that the natural resources of Crown land (including water, soil, flora, fauna and scenic quality) be conserved wherever possible,
- that public use and enjoyment of appropriate Crown land be encouraged,
- that, where appropriate, multiple use of Crown land be encouraged,
- that, where appropriate, Crown land should be used and managed in such a way that both the land and its resources are sustained in perpetuity, and
- that Crown land be occupied, used, sold, leased, licensed or otherwise dealt with in the best interests of the State consistent with the above principles.

Under Section 87 "Powers of Minister to reserve land", Lambert Park is reserved for the public purpose of recreation. Uses on the land must be ancillary and supportive of the public purpose, or additional purpose if applicable.

Section 95 of the Crown Lands Act enables the appointment of a corporation that includes a Council, to manage the affairs of the reserve trust. Leichhardt Council has been appointed to manage the affairs of the reserve trust for Lambert Park.

Section 98 "Application of Local Government Act where a Council manages a reserve trust" of the Crown Lands Act

provides that:

If a council is the manager of a reserve trust and the reserve (or the part of the reserve) is a public reserve, the trust has all the functions of a council under the Local Government Act 1993 in relation to public reserves.

#### Requirements for Plan of Management

Section 112 provides that a reserve trust may, with the Minister's consent, prepare a draft plan of management for a reserve. A draft plan of management prepared by a reserve trust is to include provision for such matters as the Minister requires. These requirements are not set out in the Crown Lands Act, except where the reserve is proposed to be used for an "additional purpose".

In accordance with Section 113 of the Crown Lands Act, the Minister may refer the draft plan of management to another person for their consideration and shall place the plan on public exhibition for a minimum of 28 days or direct the Council to do so for the same minimum timeframe. In the preparation of this Plan of Management, Ministerial comment and advice was sought on the contents of the draft Plan of Management.

#### Leases

The Lambert Park sportsground (property being described as Lot 658 DP 729265, being known as Lambert Oval) is currently under a 10 year lease administered by reserve trust Leichhardt Council, due to expire on 31 August 2019, with the option to renew the lease for another 5 years until 31 August 2024. This plan of management does not change the lessee's rights and obligations under the lease. The lessee is "A.P.I.A. Leichhardt Tigers Football Club Inc." Refer to a copy of the APIA Lease Agreement at Appendix 4.

The child care centre is run by Council and is not under a lease or licence arrangement under the Crown Lands Act. This use is not acceptable under the public purpose of public recreation, and therefore this plan of management authorises the "additional purpose" of "community purposes", pursuant to Section 112A of the Crown Lands Act 1989.



View west along Marion Street of the sports ground entrance and the rear of the grandstand wall.

## 2.2 Crown Lands Regulation 2006

The Crown Lands Regulation 2006 sets out procedures relating to notification and public comment on draft plans of management (Clause 34) and matters relating to reserve trust reporting and records (Clauses 32 and 33).

## 2.3 Local Government Act 1993

The Local Government Act 1993 (Local Government Act) 1993 is the legal framework for the system of local government in NSW.

Section 2.1 above provides that under Clause 98 of the Crown Lands Act, if a Council is the reserve trust manager, that with some exceptions, the trust has all the functions of a Council under the Local Government Act.

### Integrated Planning

On 1 October 2009 the NSW Government introduced a range of initiatives design to integrate and improve Long Term Strategic Planning within NSW Local Government. The reforms require that Local Government develops a series of inter-related plans comprising a:

- 10-year community strategic plan establishing strategic objectives (local priorities and future aspirations) together with strategies for achieving those objectives;
- Resourcing strategy including asset management planning, a workforce management strategy and long term financial planning. The resourcing strategy is to plan for the resources required to implement the strategies established by the community strategic plan that the council is responsible for; and
- Delivery program for every four years showing how projects and programs are going to be delivered during a council's term in office. The delivery program is to detail the principal activities to be undertaken by the council to implement the strategies established by the community strategic plan within the resources available under the resourcing strategy.

Leichhardt Council is in the process of completing its resourcing strategy and delivery program. The work carried out to date has confirmed the need for infrastructure improvements. In addition to ensuring that all existing assets are maintained Council also has other statutory responsibilities – for example the implementation of its Disability and Discrimination Act Action Plan.

As such in developing a Plan of Management, Council has a responsibility to ensure that the contents of the plan can be funded over a reasonable period of time.

To facilitate this requirement Council staff will be assessing individual elements of the Plan of Management in terms of:

1. Their being a demonstrated need or requirement supported by relevant documentary evidence
2. The likely cost and the cumulative impact on Council's capital works program.
3. The likely delivery date in the context of other items already listed on the Delivery Program. In this regard Council list individual items in one of the following three categories:
  - a. short term (1-5 years)
  - b. medium term (5-15 years)
  - c. long term (15 years plus)



## 2.4 Environmental Planning and Assessment Act 1979

The Environmental Planning and Assessment Act 1979 (EP&A Act) provides for a system of environmental assessment and planning for development in NSW. The Act establishes a hierarchy of planning instruments which zone land and regulate specific types of development across the State.

The EP&A Act is the principal environmental planning legislation controlling the development of land in NSW. All State Environmental Planning Policies (SEPPs) and Local Environmental Plans must be consistent with the objects and controls contained within the Act. They include:

- the management, development and conservation of natural and artificial resources,
- the promotion and co-ordination of the orderly and economic use of land,
- protection, provision and co-ordination of communication and utility services,
- provision of public purposes,
- provision and co-ordination of community services and facilities,
- ecological sustainable development, and
- the provision and maintenance of affordable housing.

## 2.5 State Environmental Planning Policy (Infrastructure) 2007

Division 12 Parks and other public reserves of the Infrastructure SEPP 2007 provides that development is permitted without consent in parks and other reserves where it is Crown land and the development is for the purpose of implementing a plan of management, as set out in Section 65(2) below:

(d) in the case of land that is a reserve within the meaning of Part 5 of the Crown Lands Act 1989, by or on behalf of the Director-General of the Department of Lands, a trustee of the reserve or (if appointed under that Act to manage the reserve) the Ministerial Corporation constituted under that Act or an administrator if the development is for the purposes of implementing a plan of management adopted for the land under the Act referred to above in relation to the land.

“Development” is defined under the Environmental Planning and Assessment Act 1979.

In accordance with clause 65(2) of SEPP Infrastructure 2007, development for any purpose can be undertaken on a Crown reserve by or on behalf of a trustee of the reserve where a plan of management is in place. However the development is to accord with the uses listed in the Table under Section 5.3 of this plan of management and the works and activities that are to be carried out are described under Part 6 “Strategies and Action Plan” below.

Section 65(3) of the Infrastructure SEPP 2007 provides for specific development types that may be carried out on behalf of Council without consent on a public reserve.

## 2.6 Leichhardt Local Environmental Plan 2000

The Leichhardt Local Environmental Plan 2000 (LEP) is the primary statutory instrument for controlling land use and development in the local government area of Leichhardt.

### Zoning

Lambert Park is zoned ‘Open Space, Recreation and Leisure’ (Clause 24) under the LEP.

The objectives of this zone are to:

- (a) to maximise the provision of open space in order to provide a diverse range of settings and recreational opportunities to meet the needs of the community,

- (b) to ensure the equitable distribution of, and access to, open space and recreation facilities,
- (c) to retain, protect and promote public access to foreshore areas and provide links to existing open space,
- (d) to ensure development is compatible with any Parks Plans of Management, Landscape Plans and Bicycle Plan adopted by the Council,
- (e) to conserve and enhance the ecological role of open space, including flora and fauna diversity (including the genetic, species and ecosystem diversity of flora and fauna), habitat corridors and the potential of open space to cleanse air, water and soils,
- (f) to provide opportunities in open space for public art.

Development allowed without development consent in the zone includes for the purpose of:

- ancillary sporting structures
- open space embellishment
- playgrounds
- recreation areas

Development allowed only with development consent in the zone includes for the purpose of:

- clubs
- community facilities
- community gardens
- jetties
- kiosks
- public amenities
- public transport stops
- recreation facilities
- demolition
- subdivision

All other development outside of these purposes above as defined by the LEP is prohibited in the zone.

The LEP defines the types of key development set out above. These are provided at Appendix 3.

The Masterplan for the Lambert Park Plan of Management (refer to Figure 13) proposes the additional use of “cafe/kiosk” at Lambert Park. This is a permissible use with consent from Council. Kiosk is defined in the Leichhardt LEP 2000 as:

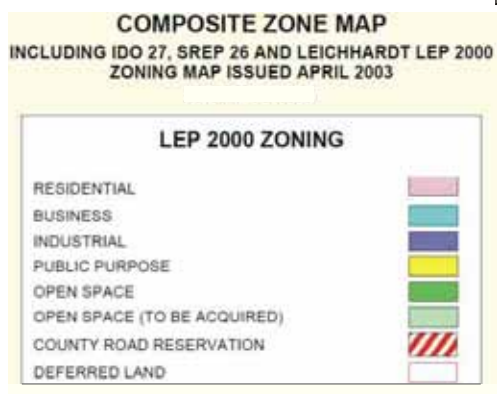
a structure used for the provision of food and drink for the refreshment of users of the open space in which it is situated. That use must be secondary to the principal use of the open space.

Pursuant to Clause 65(2) of the Infrastructure SEPP 2007, a kiosk/cafe is a purpose that may be carried out without consent if it is for the purpose of implementing a plan of management adopted for the land under the Crown Lands Act 1989.

Cafe/refreshment room was strongly supported during the public consultation phase of the plan of management



Lambert Park -  
Lot 658 DP 729265



Leichhardt LEP 2000

Source: Sydney City Council  
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0 100 m



Zoning Fig 3

## Conservation Areas and Heritage Items

The Leichhardt Heritage Conservation Map identifies the entire subject site as “Heritage Item – Building”. It is not located in a Conservation Area.

The heritage item in the subject site is “House (former)” at 22 Foster Street (Lambert Park), Leichhardt. The current use of this building is as a child care centre following restoration and extension of the building by Council. Refer to Section 4.2 below for a Statement of Significance and description of this item.

The objectives in the LEP relating to heritage conservation (Clause 15) are as follows:

- (a) to protect, conserve and enhance the cultural heritage and the evidence of cultural heritage, including places, buildings, works, relics, townscape, landscapes, trees, potential archaeological sites and conservation areas, and provide measures for their conservation,
- (b) to protect, conserve and enhance the character and identity of the suburbs, places and landscapes of Leichhardt, including the natural, scenic and cultural attributes of the Sydney Harbour foreshore and its creeks and waterways, surface rock, remnant bushland, ridgelines and skylines,
- (c) to prevent undesirable incremental change, including demolition, which reduces the heritage significance of places, conservation areas or heritage items,
- (d) to allow compatible and viable adaptation and re-use of the fabric of heritage significance,
- (e) to ensure the protection of relics and places of Aboriginal cultural significance in liaison with the Aboriginal community.

The LEP contains related provisions concerning the development of heritage items or in the vicinity of heritage items. This requires the consent of Council.

## 2.7 Companion Animals Act 1998

The NSW Companion Animals Act 1998 (Companion Animals Act) has as its object, the “effective and responsible care and management of companion animals.”

The Companion Animals Act includes responsibilities for dogs in public places and public places where dogs are prohibited.

Clause 13 of the Act (‘Responsibilities while dog in public place’) sets out;

A dog that is in a public place must be under the effective control of some competent person by means of an adequate chain, cord or leash that is attached to the dog and that is being held by (or secured to) the person.

This section does not apply to a dog accompanied by some competent person in an area declared to be an off-leash area.

Clause 14 sets out that there are some places where dogs are prohibited. These include:

- Children’s play areas (within 10 metres of any playing apparatus provided in that public place or part for the use of children);
- Food preparation/consumption areas;
- Recreation areas where dogs are prohibited (for public recreation or the playing of organised games and in which the local authority has ordered that dogs are prohibited);
- Child care centres.

In accordance with the Companion Animals Act 1998 there are some areas within Lambert Park where dogs are prohibited. These are childrens' playground, child care centre, the oval ('public recreation area'), and BBQ area.

Lambert Park, by its omission as a site containing an "off-leash area" in the Access to Open Space Strategy for Dogs is entirely an "on-leash" area for dogs.

## 2.8 Disability Discrimination Act 1992

The Commonwealth Disability Discrimination Act 1992 (Discrimination Act) sets out to eliminate discrimination against persons with a disability, including in relation to goods, services and facilities and access to premises.

The Discrimination Act sets out provisions relating to "Access to Premises" (Section 23). This makes it unlawful to discriminate against a person on the basis of their disability by denying access to or use of premises or facilities that are public; or by the path of travel to the premises. Exceptions to this rule include if the making of the access to premises would qualify as 'justifiable hardship' on the person who provides the access.

Section 24 of the Discrimination Act sets out provisions relating to goods, services and facilities that make it unlawful to discriminate against a person on the basis of their disability by refusing to provide the person with the goods or services or in the manner in which those goods, services or facilities are provided to the person. Exceptions to this rule includes if the provision of the goods or services or makes the facilities available would qualify as 'justifiable hardship' on the person who provides the goods or services or makes the facilities available.

## 2.9 Leichhardt Suburb Profile

The Leichhardt Suburb Profile describes the existing and desired future character of the West Leichhardt Distinctive Area that includes the area of Lambert Park. While there are no specific objectives or controls relating to Lambert Park or open space or generally, it provides an indication of how the surrounding area may develop.

The profile for West Leichhardt observes that the Leichhardt Market Place Shopping Centre on Marion Street is the business centre for the area. It also notes that there is potential for Marion Street to accommodate more significant development to take opportunity of the main road status and proximity to the shopping centre.

## 3. Consultation

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### Preliminary Consultation

Two stages of preliminary public consultation were conducted prior to formal exhibition of the draft plan of management. These consultation stages comprised:

1. Invitation for Written Submissions; and
2. Community Consultation Session prior to development of options.

An additional community consultation session was held during the formal exhibition period.

### Invitation for Written Submissions

Residents in the vicinity of Lambert Park were notified by a letter drop of the intention of Council to prepare a plan of management for Lambert Park and written submissions were invited.

Eight (8) written submissions were received in relation to Lambert Park. Of these representations, one was made by the Chairperson of APIA and the remaining submissions were made by the general public.

The key issues raised in the written submissions related to:

- Removal of the wall along Marion Street/visual appearance
- Play equipment locations
- Seating
- Fitness equipment
- Fencing of the whole playground
- Shade structures
- Parking issues on match days
- Skate park or activity space for teenagers
- Lighting improvements
- Drainage
- Use of the park for soccer warm up
- Redevelopment of the Soccer ground/ artificial turf
- Maintenance
- Bike learning track

A full summary of the issues raised via written submissions can be found at Appendix 1.

### Community Consultation Session

Residents in the vicinity of Lambert Park were notified by a letter drop of the community consultation session that was held in Lambert Park on 22nd August 2009. A number of notices were also erected in the park to notify people about the consultation session. The workshop was held in the park because of good accessibility to surrounding residents and because it gave residents the opportunity to show presenters their issues 'first-hand' in the park.

This community consultation session was attended by 9 members of the public, the Mayor of Leichhardt, Cllr Jamie Parker, and Councillors Porteous and Costantino.

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The key issues raised in the community consultation session related to:

- Opposition football teams 'warm up' in park. This destroys the grass and displaces other park users.
- Memorial grove planting should be retained.
- Drainage problem under the trees impacts on use of the playground. A rubber surface could be placed under a new playground relocated further south away from the trees.
- Residents value the existing trees in the park.
- Existing footpath from Davies Street to Marion Street is valued and frequently used. Lighting is desired to this pathway.
- Park should also cater for older children, for example, a basketball hoop.
- Lambert Sportsground is proposed as a construction site as part of the West Metro proposal. This was not supported by anyone present. (Note: this project is no longer proceeding).
- Proposed improvements to be made to the sportsground by APIA were outlined (artificial grass, replace walls with open fencing; optional café, new grandstand).
- A new playground should be sited away from traffic and incorporate a bike learning track.
- A fence completely around the park was recommended for safety reasons because of the close proximity of traffic.

A full summary of the issues raised in the community consultation session can be found at Appendix 2.

In addition to the preliminary consultation with the public, a briefing session was held prior to the draft plan of management being submitted to Council for consideration prior to its exhibition.

During the formal exhibition period, a further consultation meeting was held on-site (6 February 2010). This was attended by 7 residents and one Councillor.

The issues from that meeting are summarised below:

- The existing kids bike path is used frequently
- APIA intends to open the sportsground up for use by schools during the week. They consider that opening the ground up for general community use would not work.
- Question if the proposed gate near the residential area will be ticketed. The response was that only the gate to Marion Street would be ticketed.
- APIA plan to place mesh around the fencing during ticketed games so that people cannot look in from outside the ground.
- Question if there will be a graffiti wall. The response was that there will not be one because all existing walls will be removed.
- Councillor Porteous recommended that the Plan of Management should be run past the police.
- Councillor Porteous suggested that proposed fencing to the park should not necessarily be completely transparent because of view to and noise from the intersection. This could be addressed by fencing type or more preferable, by planting.

Formal written submissions were also received and are summarised in Appendix 1. The submissions and issues raised have been considered and, where appropriate, a number of changes have been made to the Plan.





Community consultation session held at Lambert Park on 22nd August 2009

## 4. Historical Context

Lambert Park was dedicated for the public purpose of public recreation on 14 September 1923. The figure below shows an aerial photograph of Lambert Park in the year 1943. This illustrates that the current arrangement of “sportsground” and “park” uses existed at this time but that the southern section of the “park” appeared to be occupied by two croquet greens which do not exist today.

### 4.1 Sport and Recreation at Lambert Park

#### Italian-Australians in Leichhardt and the APIA Club

The APIA (Associazione Polisportiva Italo-Australiana, or Italian-Australian All Sports Association) was created in 1954. It was considered by the visiting president from Italy at the time, to mark the creation of the first Italian community and association in Sydney.

The APIA Association sponsored a number of sports, including swimming, tennis and basketball, Italian Bocce, boxing, indoor bowls and cycling. The APIA soccer team played its first match in 1956. It first had its home ground at Canterbury before establishing it Lambert Park in Leichhardt. The APIA Club was registered in 1957 and the first annual meeting of the club was in 1959 and a liquor licence was attained.

(Source: Leichhardt Council, History and Heritage of Italian-Australians in the Leichhardt Local Government Area (2001))

### 4.2 Lambert Park Heritage Item – House (Former)

Lambert Park contains a heritage item ‘House (former)’ which is listed under the Leichhardt Local Environmental Plan 2000. The Statement of Significance for this item declares: “Architectural quality, wrap around verandah early house in locality. Townscape value.” The Physical Description of the item is: “Single storey painted stone, slate roof, corrugated steel verandah roof, timber posts and brackets”. This building is currently used as a child care facility.



Aerial Photograph of Lambert Park in 1943. (Source: NSW Department of Lands, Spatial Information Exchange: SKM 2007 from RTA photography)



House (former), 22 Foster Street (Lambert Park), Leichhardt (Source: NSW Government Heritage Branch, Lambert Park Heritage Item Listing)



Child Centre - Lambert Park (circa 1944) - Disused tennis courts were utilised for the establishment of a kindergarten in the Municipality. The pre-school was opened on 21 November 1942. Children were granted permission to use the sports area for recreation after school.

## 5. Present Use and Future Opportunities




### 5.1 Condition and Use of the Land and Existing Structures

The tables below outline the key site elements of Lambert Park, their condition and present use. A brief description and summary outline of the condition of the elements is provided in the table below, incorporating a summary outline of the priority for improvements (having regard for their suitability and condition, and the draft masterplan incorporated in Section 7).

The priorities for improvements as set out in the table below have been categorised in accordance with the following:






Priority	Timeframe
High (H)	Short (0 - 5 Years)
Medium (M)	Medium term (5 - 15 Years)
Low (L)	Long term (15+ Years)
Regular Maintenance	Ongoing
Not Applicable (N/a)	-






#### Playground and Park

Item	Description	Condition	Priority for improvement
Buildings 	Former House (now utilised as a Council operated child care centre)  Heritage Item	Restored and maintained Council facility	Regular maintenance
Footpaths  	Concrete footpaths	Good Note: drainage issues need to be addressed in the short term.	L



Item	Description	Condition	Priority for improvement
Car parking	Car parking associated with the child care centre.	Good	L
			
Fences			
	Galvanised steel fence to playground border (north) and along Foster Street.	Fair. Location and consistency of fence type to be considered	M-H. Refer section 6.
	Child safe fence surrounding the child care centre yard	Fair. Consistency of fence type to be considered as part of an overall master plan	M-H. Refer section 6.
Retaining walls			
	Green painted treated pine retaining wall to edge of child care centre and Foster street edge.	Fair	M-H. Refer section 6.
			




Item	Description	Condition	Priority for improvement
Signage			
	Identification, regulatory and commemorative signage.	Fair	M - H. Refer Section 6.
			
			
Park furniture			
	Single post, timber slatted seating. No arm rests.  Poorly sited.	Fair	M - H. Refer Section 6.
			






Item	Description	Condition	Priority for improvement
	Large wheeled bins, attached to fixing posts.	Fair	M - H. Refer Section 6.
Children's playground			
	Toddler play facilities incorporating swing and play equipment. Includes bicycle training track. Wood chip soft fall to climbing equipment.	Equipment is fair, but will need replacement over time.  The surface of the grassed playing area is subject to waterlogging and should be addressed in terms of stormwater management works.	M - H. Refer Section 6.  Stormwater works should be prioritised in the short to medium term.
			
			
			






Item	Description	Condition	Priority for improvement
Passive open space			
	Well maintained open space, dissected by pedestrian path, and incorporating minimal lighting. Mounds and retaining walls to Foster Street limit views into the park space from Foster Street.	Well maintained.	M

#### Sportsground

Item	Description	Condition	Priority for improvement
Buildings			
	Existing open grandstand to oval with blank wall fronting Marion Street.	Fair - grandstand outdated and impedes sightlines from Marion Street into oval. Blank wall offers opportunities for graffiti.	M
			
	Entry, kiosk and toilets.	Poor quality and standard of facilities.	L

Item	Description	Condition	Priority for improvement
Buildings (Cont)			
	Main changerooms and viewing box.	Fair.	L.
Fences/Walls			
	Steel fence to south eastern corner.	Poor.	L. Refer section 6.
	Concrete block wall and steel gates to eastern perimeter.	Poor.	L. Refer section 6.
	Block wall adjacent to playground and park	Poor.	M. Refer section 6.
	Concrete block wall at the rear of the grandstand to Marion Street	Poor.	M. Refer section 6.

Item	Description	Condition	Priority for improvement
	Concrete retaining wall between oval and rail embankment. Galvanised steel mesh fence and gates to Marion Street.	Poor	L. Refer section 6.
Signage			
	Identification, and advertising signage.	Poor	M - H. Refer Section 6.
Playing Area			
	Soccer playing area. Limited access to public. Ground subject to maintenance issues. Limited warm up areas located on adjacent site to the west.	Fair though subject to surface problems. Warm up area poorly maintained.	Ongoing

## 5.2 Description of Current Leases and Licences

The table below describes the current leases and licences at Lambert Park in accordance with the Crown Lands Act.

Area/Item	Property	Lessee/Licensee	Lease/Licence Term	Termination Date
Sportsground	Part Lot 658, DP 665160 Part being the part known as Lambert Oval.	APIA Leichhardt Tigers Football Club Inc.	10 years plus 5 year option.	31 August 2019 with lessee's option to renew until 31 August 2024.

Refer to the APIA Lease Agreement at Appendix 4.

### 5.3 Description of Proposed Future Development and Permissible Uses

The tables below describe the purposes for which land at Lambert Park may be used; the purpose as relates to future development of the land; and the scale and intensity of the development.

#### Playground and Park

Area/Item	Purposes for which land or buildings are permitted to be used	Purpose for which further development of land will be permitted (lease or licence)	Scale and intensity of permitted use or development
Open Space	Continue use for informal recreation, childrens play.	Providing new pathway links through park Providing amenities including new childrens play equipment, seats, BBQ.	Refer to Masterplan
Former house (heritage item).	Continue use for child care centre.	No development works identified.	Limited by heritage listing.

#### Sportsground

Area/Item	Purposes for which land or buildings are permitted to be used.	Purpose for which further development of land will be permitted (lease or licence).	Scale and intensity of permitted use or development.
Field	Structured recreation	At the end of the lease (2019 or 2024) future consideration should be given by Council to the needs of the public in access to the sportsground for active recreational opportunities at times when it is not in use by the sporting club. In this respect a licence agreement may be preferable.	Refer to Masterplan

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Area/Item	Purposes for which land or buildings are permitted to be used.	Purpose for which further development of land will be permitted (lease or licence).	Scale and intensity of permitted use or development.
Cafe/Kiosk	Food and drink premises	Possible kiosk/cafe to operate under licence arrangement from Council or lessee (depending on location and any variations to lease). Tenure would be subject to a lease agreement with Council. Cafe/kiosk would need to operate with appropriate liquor license.	Refer to Masterplan

## 5.4 Site Accessibility and Operation

### Public Transport

Public transport to and from the location is primarily provided by buses. An existing bus stop is located in front of site on Marion Street and is served by a number of bus routes as set out in the table below.

Buses	Route
L38	(Peak Hour Limited Stop PrePay Service) Abbotsford to Circular Quay via Five Dock Shops, Haberfield, Leichhardt, Annandale and Railway Square.
L39	(Limited Stop Service) Haberfield Shops to Wynyard via Leichhardt and Rozelle.
436	Chiswick to Circular Quay via Rodd Point, Haberfield Shops, Leichhardt Town Hall, Annandale, Railway Square and Town Hall.
437	Five Dock Shops to Circular Quay via Rodd Point, Haberfield Shops, Leichhardt Town Hall, Annandale, Railway Square and Town Hall.
438	Abbotsford to Circular Quay via Five Dock Shops, Haberfield Shops, Leichhardt Town Hall, Annandale and Railway Square.
370	Leichhardt Market Place to Coogee via Annandale Post Office, Glebe, Sydney Park Road, Green Square and University of NSW.

### Parking

On-street parallel parking is permissible along Marion Street in front of the park on both sides of the road. There are 5 car spaces associated with the child care centre that are accessible from Davies Street.

The Leichhardt Recreational and Open Space Needs Study notes Lambert Park as having inadequate spaces available for car parking when sporting events are held.

### Pedestrian

There are existing footpaths along Marion Street and Foster Street. There is a footpath through the park connecting Davies Street to Marion Street. Current pedestrian access to the sportsground is located at Marion Street.

### Bicycle

Leichhardt Bicycle Strategy identifies Marion Street along the park as a proposed and strategic bicycle route. While Foster Street beside the park is identified as an existing and local bicycle route.

There is an existing bike path along Hawthorn Canal that is identified as a RTA regional bicycle route and a scenic (recreational) bicycle route.

Bicycle parking facilities are proposed in the Landscape Masterplan at the entrance to the sportsground and park.

#### Light Rail

NSW State Government will be lodging an application for extending the existing Light Rail to Summer Hill / Dulwich Hill in 2010. A light rail station is proposed at Marion Street.

### 5.5 Trees and Vegetation

#### Existing Trees and Vegetation

Leichhardt Council does not currently have a Significant Trees Register. Some trees are listed in Leichhardt Local Environmental Plan due to heritage significance, although there are no trees at Lambert Park that are listed of such significance.

There are a number of mature *Cinnamomum camphora* (Camphor Laurel) existing in the park.

#### Leichhardt Significant Heritage Tree Management Plan

The Tree Management Plan for Leichhardt Council's Heritage and Significant Trees 2008 states that Lambert Oval receives a weekly maintenance service by Leichhardt Council. The table below describes the recommended maintenance regimes for specific trees across all of the open space areas the subject of the plan.

Tree	General Maintenance Requirement	Common pests and diseases
Camphor Laurel	Remove dead wood and mulch.	Foliar insects

(Source: Tree Management Plan for Leichhardt Council's Heritage and Significant Trees 2008)



## 5.6 Current and Projected Recreational and Open Space Needs

### Leichhardt Recreational and Open Space Needs Study

#### Open Space

The NSW benchmark for open space provision has historically been 2.83 hectares per 1,000 people. When this is applied to the Leichhardt LGA, no suburb in the LGA is in excess of this standard. The average provision of open space in Leichhardt LGA is 1.60 ha /1,000 people (refer to Figure 12 below) or 1.65ha/1,000 people based on 2001 population figures that were used in the Leichhardt Recreational and Open Space Needs Study. When this outcome (based on the 2001 population figure) was compared against other Sydney LGAs the result was low. The highest provision in Leichhardt was Lilyfield (2.56 hectares / 1,000 people) while the lowest is Annandale (0.73 hectares / 1,000 people).

2008/9	
Open space Acquisition (ha)	0
Total open space (ha)	85.57
Total open space (m2)	855700
Population	53,217
Open space per person (m2)	16.08

Source: State of the Environment (SoE) report 2008-09

Lambert Park is located in the suburb of Leichhardt. Open space provision in this suburb based on a 2001 population figure averaged at 1.35 hectares / 1,000 people.

The Recreational and Open Space Needs Study mentions that there are a large number of pocket parks in the LGA that are highly valued by residents. However it was noted that they are limited in their flexibility and should be promoted for 'multi-use'.

#### Recreational Facilities

The Recreational and Open Space Needs Study states that provision of outdoor recreational areas/facilities for young people (aged 14 to 24 years) is lacking across the LGA and is limited to five informal basketball courts and 1 skate facility.

Field surveys conducted of playground facilities revealed that while there was an equitable distribution of playgrounds across the LGA that they were limited to catering for 2-7 years. It was concluded that older primary school children (7-12 years) and teenagers are not well provided for. The study called for a large-scale "all abilities" playground in the LGA.

An analysis of sporting recreation facilities across the LGA in relation to distribution, noted that:

There is poor provision of both formal and informal sporting facilities in the southwest, with the only available sports ground (Lambert Park) being a "gated" facility and not available for informal community use.

It is predicted that there will be continuing strong growth in junior soccer players which will drive demand for

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additional soccer fields.

It was concluded that across the LGA:

There is expressed demand for indoor sporting facilities, additional soccer fields, a synthetic hockey field/s, AFL ovals and netball courts

This was an issue raised during public consultation of the plan of management. It is recommended that Council continue to explore ways that the open space values of the park can be promoted and public access to the sportsground achieved.

## 6. Strategy and Action Plan

The following strategies and actions aim to address key ongoing management issues relating to Lambert Park and also to outline a long term vision (as incorporated in the Concept Plan - refer to Section 7) for uniting both elements of the Lambert Park parklands: the sports ground and the playground and passive parklands. That vision seeks to address accessibility, useability and amenity issues identified through the consultation phases with the key objective of opening the park visually and physically to the broader neighbourhood.

### 6.1 Specific Objectives

The table below sets out the objectives and performance targets for Lambert Park; strategies to achieve the objectives and performance targets; ranks their priority; and provides performance monitoring criteria.

Objectives and Performance Targets	Strategies to achieve objectives and performance targets	Priority	Performance Monitoring
Context			
To maintain Lambert “park” and “sportsground” as a key sporting and recreational venue for the local community.	<ul style="list-style-type: none"><li>• To facilitate the informal use of the parklands adjacent to the sportsfield through improved landscape, seating and play facilities.</li><li>• Improve facilities and the capacity of the playing surface to enable greater access.</li></ul>	Medium to Long term  Long term	Learn from surveys and general observation about increased levels of patronage of the park and sportsground.
Make improvements that would provide an attractive entrance into Leichhardt LGA from Marion Street; and enable views into the ‘green’ sports-ground.	<ul style="list-style-type: none"><li>• Remove the existing walls to improve the visual setting.</li></ul>	Long term	
Ownership			
To promote broad community access to facilities and open space.	<ul style="list-style-type: none"><li>• All leases and licences to meet the requirements of the Crown Lands Act 1989</li><li>• APIA to make improvements and carry out management practices in accordance with their lease.</li><li>• Develop the cafe/kiosk subject to the APIA lease in area as indicated on the concept plan. The objective of the cafe/kiosk should be to improve recreational amenity, whilst providing an income to the Reserve Trust so improvements to the park can be carried out. The Crown lease should be amended to reflect this.</li></ul>	Ongoing subject to the current lease.	Greater range of people using the park of all access abilities.

Objectives and Performance Targets	Strategies to achieve objectives and performance targets	Priority	Performance Monitoring
Use			
Promote Lambert Park as a key outdoor sporting and recreational precinct in the suburb of Leichhardt.	<ul style="list-style-type: none"> <li>Enable broader community use of the sports playing fields.</li> </ul>	Medium to Long term	<p>Increased patronage of park and sportsground.</p> <p>Greater range of people using the park of all access abilities.</p>

Objectives and Performance Targets	Strategies to achieve objectives and performance targets	Priority	Performance Monitoring
Sporting Facilities and Amenities			
Upgrade sporting facilities and associated amenities to be of a high standard to enable Premier League Soccer matches.	<ul style="list-style-type: none"> <li>Replace current grass surface of sports field with artificial turf that would allow regular use, including by the community.</li> <li>Demolish existing grandstand* and replace with new covered, tiered seating that would also permit views into the sportsground from Marion Street.</li> <li>Establish new ticket box and entrance gates*.</li> <li>Improve facilities and amenities* (including lighting, toilets, change facilities) suitable for organised sports, elite level sports training, unstructured sports play and other sporting activities.</li> <li>Add a bike learning track* for young children adjacent to the play equipment.</li> <li>Demolish toilet block* at the entrance to Lambert sportsground and develop a cafe/kiosk in its place fronting Marion Street that has frontage to the park.</li> <li>Develop new amenities building* with toilets and storage.</li> <li>Upgrade soccer warm-up area within rail lands with possible synthetic surface.</li> <li>Remove existing play equipment and replace with new equipment* in a consolidated location, in front of child care centre.</li> </ul> <p>* "Development" without consent pursuant to Clause 65(2) SEPP Infrastructure 2007.</p>	Medium/Long term	Completion of redevelopment works (Note: Nothing in this Plan of Management changes the parties' rights and obligations under the lease.)

Objectives and Performance Targets	Strategies to achieve objectives and performance targets	Priority	Performance Monitoring
Access and Circulation			
<p>Provide pedestrian paths that reflect key desire lines.</p> <p>Open up the sportsground for the public and provide suitable key access points subject to the current lease.</p> <p>Enhance accessibility for the full spectrum of the community in terms of the design of facilities/landscape improvements.</p>	<ul style="list-style-type: none"> <li>Remove the path running north-east to south-west in the lower section of the park to promote whole area as suitable for activities.</li> <li>Provide new hardstand footpath around the oval so surface can withstand regular pedestrian use.</li> <li>Remove fencing to park including fencing that marks level changes, and replace with new fencing around perimeter of park (enabling enclosure on sports days).</li> <li>Install new gates at main entry to sportsground that are able to be folded back to allow ease of access by the general public.</li> <li>Provide new fence immediately surrounding the playing field. Signpost park noting prohibition of soccer teams practicing on park .</li> </ul>	Medium/Long term	Completion of redevelopment works that are provided to disability standards.
Traffic and Parking			
<p>Consider the parking associated with events at the sportsground and the impacts this has on pedestrian access and maintenance of verge areas.</p> <p>Consider the noise and visual impacts of Marion Street and Foster Road in relation to the use of park and sportsground and recommended improvements/development.</p>	<ul style="list-style-type: none"> <li>Ensure enforcement by parking officers when a ticketed APIA event is held at the sportsground, to prevent parking on the street footpath that impedes pedestrian flow. New street trees more densely planted to prevent this from occurring.</li> <li>Provide a suitable landscaped buffer in the park to partially screen the road intersection visually and acoustically.</li> <li>Clearly signpost those areas where parking is prohibited, including across footpath in front of sportsground.</li> </ul>	Ongoing	Increase in frequency of visits by parking enforcement officers recorded.

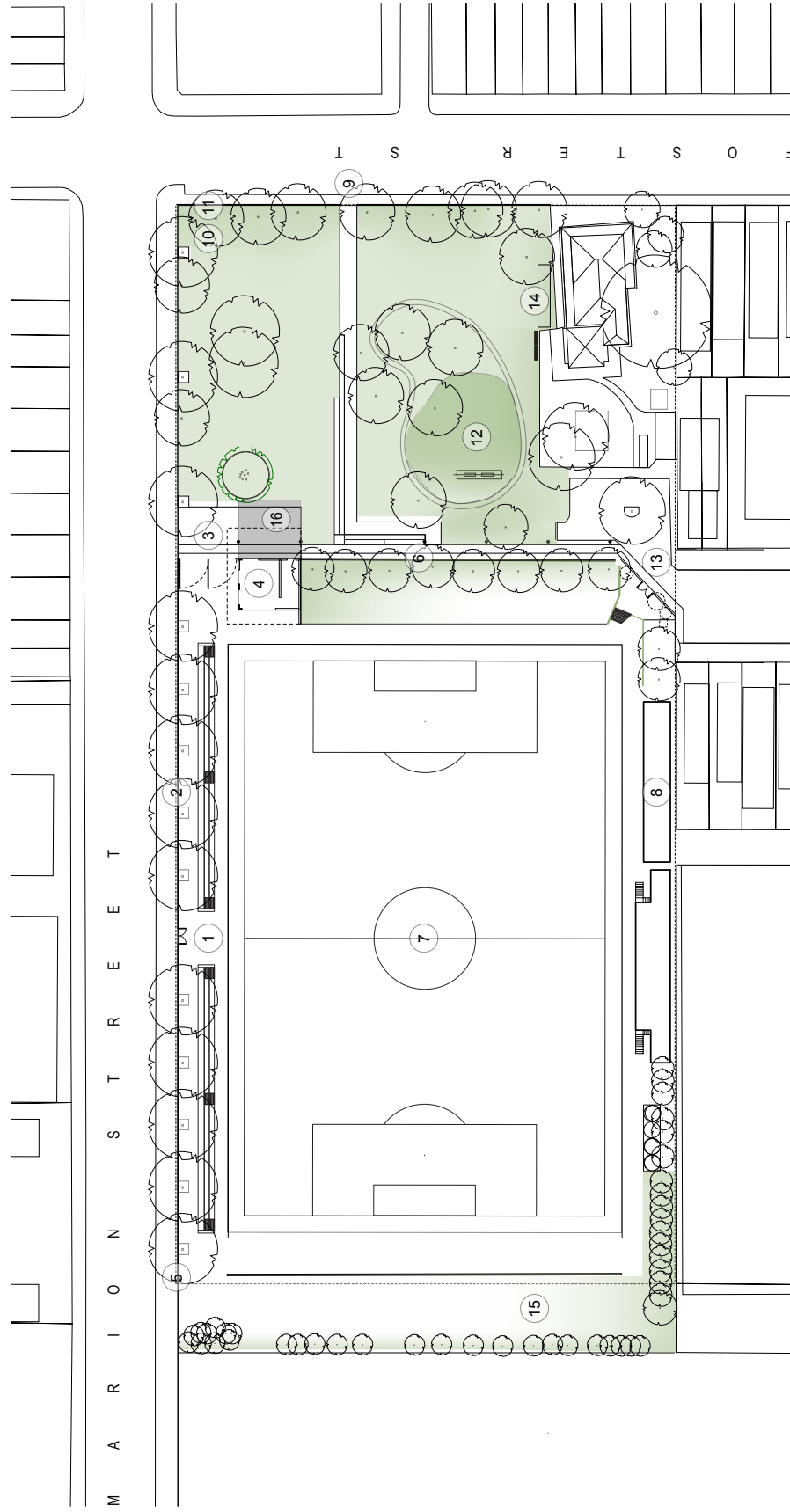
Objectives and Performance Targets	Strategies to achieve objectives and performance targets	Priority	Performance Monitoring
<b>Cultural and Heritage Significance</b>			
Any development or improvements to Lambert Park are to be sympathetic to and complement the heritage significance of the House (former) at Lambert Park. Recognise and represent the cultural and historical figures/icons associated with the park.	<ul style="list-style-type: none"> <li>Maintain existing memorial native garden and plaque in the park and improve its edge treatment or relocate elsewhere in park.</li> <li>Provide artwork at the entrance to the sportsground that commemorates past players of APIA club that have represented the Socceroos.</li> </ul>	Long term	Completion of redevelopment works.
<b>Landscape Character and Visual Amenity</b>			
<p>Improve the visual presentation of the park at the street frontages.</p> <p>Promote views through to the sportsground.</p> <p>Provide a consistent landscape palette across the park and sportsground that would unify it as one park.</p> <p>Recognise the value the community places on retention and promotion of green space and trees.</p>	<ul style="list-style-type: none"> <li>Establish consistent street tree planting along length of Lambert Park on Marion Street, of a species that grow to a height that is compatible with the overhead powerlines.</li> <li>Remove wall in between sportsground and replace with new "open" style fencing that permits views through.</li> <li>Retain all mature trees.</li> <li>Retain memorial plantings within the park.</li> </ul>	Medium term	Completion of street tree planting and redevelopment works.
<b>Safety</b>			
<p>Maintain clear sightlines to permit surveillance from surrounding roads to people and property.</p> <p>Promote lighting to key pedestrian desire lines.</p>	<ul style="list-style-type: none"> <li>Provide lighting along path from Davies Street through to Marion Street.</li> <li>Remove retaining walls at corner of Marion Street and Foster Street. Retain low 'moguls' to support plantings.</li> </ul>	Short term	Completion of redevelopment works.



Objectives and Performance Targets	Strategies to achieve objectives and performance targets	Priority	Performance Monitoring
<b>Management and Maintenance</b>			
<p>Promote design improvements and management practices that would reduce maintenance costs and promote cost efficiencies.</p> <p>Manage ticketed APIA events so that are the impacts of crowds and soccer teams on use of park and surrounding residents is minimised.</p>	<ul style="list-style-type: none"> <li>Prevent access into new south-eastern entry to the sportsground when ticketed APIA events are being held, so as to reduce potential impacts on surrounding residents.</li> <li>Prevent access from frontage of kiosk to park when ticketed APIA events are held.</li> <li>APIA to enforce the park not being used by soccer teams for warm-up activities. The proposed visual connection from sportsground to park facilitated by new fencing will assist with this. APIA is to keep the door connecting between sportsground and park locked before and during games.</li> </ul>	Ongoing	Feedback to Council is positive.
<b>Sustainability and Biodiversity</b>			
<p>Promote the use of native indigenous plant species that would contribute to biodiversity.</p> <p>Promote plant species that are drought tolerant.</p> <p>Promote water harvesting and water recycling.</p> <p>To maintain existing mature trees in the park.</p>	<ul style="list-style-type: none"> <li>Retain mature native trees species, particularly native ones.</li> <li>Continue to collect rainwater from adjacent factory roof and maintain water tanks. Relocate those water tanks near south-east corner of sportsground.</li> </ul>	Ongoing	Completion of redevelopment works.

## 7. Concept Plan

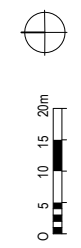
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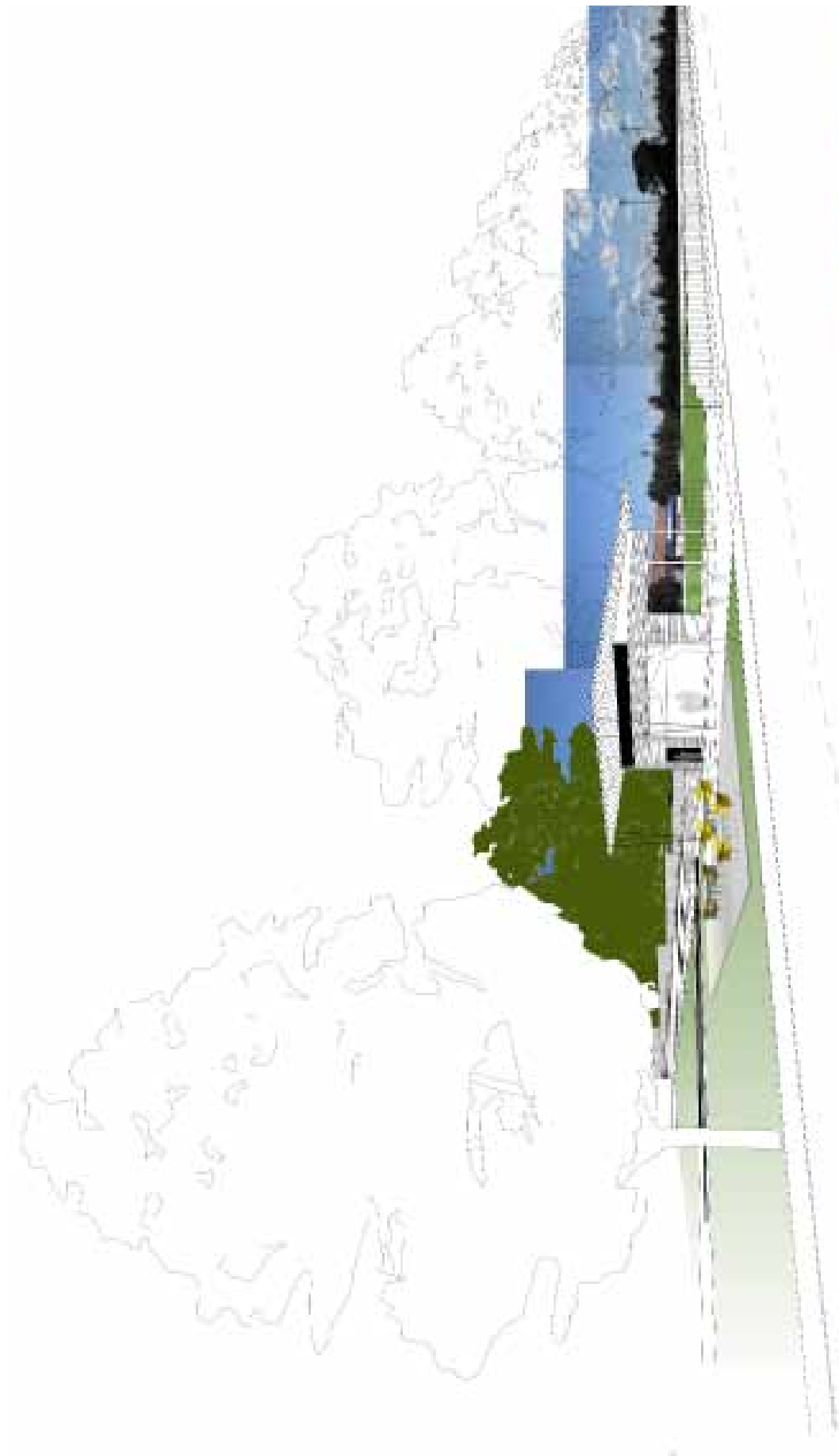
- 1. REMOVE MARION STREET WALL, GRANDSTAND, KIOSK AND TOILETS
- 2. INSTALL NEW PALISADE FENCE TO PLAYING FIELD PERIMETER
- 3. ESTABLISH NEW ENTRY AT MARION STREET WITH OPENABLE FENCE SYSTEM  
ESTABLISH OPPORTUNITY FOR ARTWORKS AT ENTRY
- 4. NEW KIOSK /CAFE ADDRESSING THE PARK AND SPORTS FIELD
- 5. NEW STREET TREE PLANTING ALONG THE LENGTH OF MARION STREET

- 6. REMOVE WALL DIVIDING PLAYING FIELD FROM THE PARK
- 7. NEW SYNTHETIC PLAYING FIELD SURFACE AND FIXED TERRACE SEATING
- 8. NEW AMENITIES, CHANGE FACILITIES AND STORAGE
- 9. NEW ENTRY TO PARK FROM FOSTER STREET
- 10. REMOVE RETAINING WALLS AT FOSTER STREET EDGE
- 11. LOW PALISADE FENCE TO PERIMETER OF FOSTER AND MARION STREET EDGES

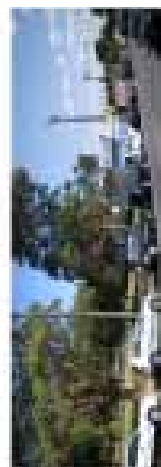
- 12. RATIONALISE PLAYGROUND INCORPORATING NEW CYCLE LEARNING TRACK  
ADDRESS STORMWATER ISSUES WITHIN THE UPPER LEVEL OF THE PARK
- 13. NEW PEDESTRIAN ENTRY FROM DAVIES STREET
- 14. INTRODUCE BBQ FACILITIES WITHIN PARK
- 15. NEW PATHWAY LIGHTING, BICYCLE PARKING
- 16. NEW PATHWAY LIGHTING, BICYCLE PARKING, OUTDOOR SEATING AREA FOR CAFE







**WorleyParsons**  
 Prepared on behalf of Leichhardt Council for the  
 June 2011  
 For information - Leichhardt Council has the following response



# L A M B E R T P A R K - C O N C E P T P L A N

## 8. Appendices

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# Appendix 1

## PRELIMINARY STAKEHOLDER CONSULTATION – INVITATION FOR WRITTEN SUBMISSIONS

Submission Number	Category	Issues Raised
1	Park User	<ul style="list-style-type: none"><li>• “Ugly” wall separating park from oval should be removed and replaced with one without graffiti</li><li>• Do not install more street furniture</li><li>• “Keep it simple”</li></ul>
2	Park User	<ul style="list-style-type: none"><li>• Install adult equipment (cardio type outdoor equipment - arc trainer/elliptical cross trainer type and others) encouraging adult activity and site close to children’s playground for surveillance of children.</li></ul>
3	Park User	<ul style="list-style-type: none"><li>• There are at least 9 toddlers/children living in Davies Street who frequently use the park. The park is also used by children who use the child care centre and families passing from Kegworth Public School.</li><li>• Would like to see the park cater for all kids to older children much like Leichhardt Oval does.</li><li>• The play equipment in Lambert Park do not cater for toddlers. The layout of the playground is small and there is a lot of waster space.</li><li>• Recommend a fence to enclose the whole playground.</li><li>• Seating is required around and facing the playground to allow parents to watch their children comfortably.</li><li>• If the trees were to be removed then shade covers would be required over the playground.</li><li>• A soccer match will see cars parked illegally on Marion Street which often block the footpath and impede pedestrian access, forcing them on to the road. Parking enforcement is required.</li></ul>
4	Park User	<ul style="list-style-type: none"><li>• The visual appearance of the enclosure for the soccer club is appalling. A mural should be placed on the wall or removal of part of the wall with new street tree planting – the current trees are stunted.</li><li>• A skate park or activity space should be installed to the park to create new activities for teenagers, such as a practice concrete court or practice soccer goal.</li><li>• The playground on Myrtle Street provides excellent facilities for younger children.</li></ul>

Submission Number	Category	Issues Raised
5	Park User	<ul style="list-style-type: none"> <li>Recommend: <ul style="list-style-type: none"> <li>Tap water.</li> <li>Repaint the benches</li> <li>Portable toilets</li> <li>Recycling bins</li> <li>The grass needs to be kept in good condition</li> </ul> </li> </ul>
6	Park User	<ul style="list-style-type: none"> <li>The park is presently "unsafe, dark and unpleasant for kids to play in" because of poor fencing, lack of light and adequate play equipment.</li> <li>The lack of open space in the LGA means Council should really maintain what they have very well.</li> <li>The entire boundary of the park should be fenced for safety of children rather than half of the park under current arrangement.</li> <li>The mature Camphor Laurels on site prevent light and make the park dark and unpleasant.</li> <li>Lighting needs to be provided – currently it is the "perfect rape spot".</li> <li>The play equipment needs to be replaced. The new equipment at Flood Street and Bay Run are "excellent". Install shade cloth if trees will be removed and appropriate surface to play equipment for kids to land on.</li> <li>The drainage problems on site need to be fixed and properly landscaped.</li> <li>The park is presently used for warm-up for soccer games, which precludes other users of the park and prevents community use.</li> </ul>
7	Park User	<ul style="list-style-type: none"> <li>The entire boundary of park should be fenced to enable use of lower end of park. Then the fence dissecting park can be removed.</li> <li>Need new play equipment similar to that of the new park on the bay run, which caters to a wide age group of children.</li> <li>Suggest sand pits such as the raised ones provided at Sydney Park.</li> <li>The ground surface of the play equipment should be made of rubber tyres. The current surface may injure a child.</li> <li>Incorporate a bike learning track, such as the one at Sydney Park.</li> <li>The planting along the wall between the park and sportsground never flourishes. New planting is required of a height that screens the wall and is native.</li> <li>After heavy rain water does not drain away from the higher area of the park.</li> <li>The Tigers should not be able to use the park for warming up as it is a community park, particularly when they have a designated pitch. They assist in destroying the grass surface. Signs should be erected stating that football teams can not warm up in the park. If more play equipment is installed then the football teams will not have space to warm up, solving the problem.</li> </ul>

Submission Number	Category	Issues Raised
8	Club	<ul style="list-style-type: none"> <li>• APIA seeks Council's support for application for grant funding under the Federal Government's Community Infrastructure program (CIP). Grants are for \$2 million maximum. Council can only endorse one application from their LGA for the grant.</li> <li>• APIA is the only club representing inner west region of Sydney for professional men's, and from Under 13's to Under 20's boys in NSW Premier League.</li> <li>• Club also runs 55 local club sides from Under 6 and up for men, women and boys.</li> <li>• Club is only NSW one to operate teams from Under 6's to highest level of football.</li> <li>• Ground has been used by Club since 1954.</li> <li>• Club's association with the ground recognised internationally when image of park in club colours was used as one of 14 images around the world on an official FIFA World Cup poster for the 2006 World Cup.</li> <li>• Club has invested \$1 million in upgrades and improvements over 12 years.</li> <li>• Club would like to upgrade facility and open for community use at other times for multi-use.</li> <li>• Recommend artificial playing surface, which can be used up to 6 hours a day and will last up to 8 years or more if well maintained.</li> <li>• If surface upgrades, ground could accommodate schools during the day, APIA in evenings and weekends, and touch football and the like in the summer.</li> <li>• There would be a need for a café, employment of a Park manager (for hire of facility and maintenance),</li> <li>• Costs of maintaining surface is 75% less than regular grass surface and normal grass can only be used 25% of the time compared to artificial grass.</li> <li>• Rain will not require closure of the grounds with artificial grass.</li> <li>• APIA would be responsible to maintain and replace the artificial surface every 7-8 years.</li> <li>• Suggestion of a mural of Socceroo players that have played at the club at new entranceway.</li> <li>• Current toilets and change rooms do not accommodate women.</li> <li>• The grandstand is in major disrepair.</li> <li>• External wall to Marion Street is an "eyesore".</li> <li>• Venue needs new café, toilet blocks, seating, fencing, dressing and referee rooms, warm up and playing area with artificial grass, and "commemorative mural painted entrance".</li> </ul>

## STAKEHOLDER CONSULTATION –

### INVITATION FOR WRITTEN SUBMISSIONS DURING EXHIBITION

Submission Number	Category	Issues Raised
1	Park User	<ul style="list-style-type: none"><li>• See the benefits of the draft plan as providing public access to the playing field, improving views across the park, and improved lighting.</li><li>• Changing the play surface to an artificial surface would mean there may be games played past 10pm. Play past 10pm would not be supported.</li><li>• Concerned that if the community is told they can use the playing field regularly and this is not realised (due to scheduled games, etc), that the community will be come disillusioned.</li><li>• The existing light spill into Davies Street spills on to the submitter's house. Any upgrade to lighting should consider minimising light spill to adjacent properties and/or consideration of disturbance caused by leaving lighting on late at night.</li><li>• Believes that the removal of the existing grandstand and wall to Marion Street will increase noise from Marion Street to Davies Street residents.</li><li>• The existing sportsground has unattractive advertisements surrounding it which should be removed.</li><li>• Understand the need for an artificial surface for the sportsground but wonder if this will be supported by studies into the toxicity of the material and any resultant health reactions in children.</li></ul>

## Appendix 2

### COMMUNITY CONSULTATION SESSION

#### Key Issues Raised

- The biggest issue is the state of the grass in the park – the opposition football teams ‘churn up’ the surface during warm-ups and use both levels. Support soccer on the field but footballers shouldn’t use community space. If leave door in wall open then team will come through. Acknowledge existing drainage problem to upper level but footballers exacerbate this problem.
- Grove of Bottle brushes in front of park with plaque dedicated as a memorial to former Council Parks and Gardens person. His widow attended the workshop and wondering what will happen to it and advocated that it should remain.
- Surrounding residents like the existing trees in the park as they reduce the visual impact of the intersection and assist with reducing noise. But acknowledge they contribute to drainage problems. A sand surface could be a better solution under trees. The rubber surface under play equipment does not have drainage issue and this could be extended. Open grass area on upper level after rain becomes of pool of water. This area is still damp after it not raining for weeks. The existing trees in the park are valued and should be retained as there are very few trees around Leichhardt in open spaces and would like to see more.
- Value the pedestrian thoroughfare through the park from Davies Street as it is preferable walking there with the trees than to walk down a nearby busy street.
- Playground on Flood Street is fully utilised by children and is very busy.
- The greatest issues with the Lambert Park playground are the exposed dirt, leaf matter from trees on play equipment, and drainage issue, followed by the play equipment itself being outdated/inadequate.
- There are children who live surrounding Lambert Park that need to go to Flood Street playground. Davies Street behind the park has children living there aged 8-11 years old.
- Would like the park to cater for older children, such as incorporating a hoop so they can throw a basketball.
- Leichhardt needs a skate park (Aaron then spoke about the ‘Teen Zone’ program soon to be implemented/ delivered by Leichhardt Council).
- The idea of a graffiti wall was suggested and supported by two attendees.
- Council’s Parks and Open Spaces Planner ran through his recent discussions with APIA and outlined the opportunities this might present for the wider park. There is the opportunity to visually make it all one park by removing walls to the football field.
- Light rail is proposed to run along the disused freight line. There is also the West Metro proposal which the State Government is proposing Lambert Park as a construction site for a West Metro station (because it is Crown land and open space). It would become a construction site for at least two years while rock is extracted along the proposed underground line and deposited at the site before it is transported along the freight line. The park section will not be affected by the State Government operations. It does mean APIA will need to be relocated, possibly to Olympic Park.
- A member from the APIA Board was present and he ran through the improvements being proposed at the APIA ground. These include:
  - Installation of artificial grass so it can be used more often, including by schools (for a fee) and touch football teams in the summer.



- Opportunity for a café in the ground that also faces on to and serves the park so will have greater patronage. This will employ 2 or 3 people.
  - Will replace all fencing and wall between park and ground will be replaced by an 'open' fence. This may be temporarily covered by mesh during games to discourage people from watching outside the ground and not pay the fee.
  - The grandstand will be replaced. Incorporate possible artwork (mural) at entranceway with faces of Socceroos team members formerly with APIA.
  - He believed that if the wall was replaced with open style fencing then it would be easier to 'police' footballers going into the park to warm-up. The idea was put forward that there needed to be clear rules in writing.
- The siting of a new playground should be away from traffic in the open area of the upper level and a sandpit installed under the trees. If sited in this area, it would also prevent footballers from warming up there.
  - The colourbond fencing to the sportsground at the end of Davies Street needs to be cleaned up as it is unattractive. Aaron said that all fencing relating to the grounds would be replaced.
  - It was acknowledged the trees inside the ground next to the park have grown very quickly.
  - Leichhardt doesn't have a bike learning track there – suggestion that it be incorporated at Lambert Park.
  - A fence should be installed completely around the park for safety reasons and the middle fence between the levels removed. (Scott suggestion – could terrace down in this location).
  - The child care centre is hired out for parties etc on the weekends – it could support patronage of the café.
  - A BBQ was suggested - for example, for children's birthday parties, and a bubbler and bike racks.
  - Toilets could be developed in the APIA ground that front the park for dual use. Acknowledgement that public toilets can generate anti-social behaviour, eg drugs.
  - The clothing bins are not in an appropriate area because people dump clothes and other rubbish outside it; it is difficult for cars to stop there; and it looks unattractive.
  - Existing lighting of Lambert oval spills over to Davies Street residences. It was suggested trees could be planted there to stop the light spill. It was outlined that new lighting to oval will not have the same spill effects.
  - Lighting would be desirable in the park to the path from Davies Street to Marion Street and up to the bus stop.
  - Acknowledgment that some people who use the park were not notified about the workshop because they live further away. Aaron said 300 surrounding residences were notified with flyers.

## COMMUNITY CONSULTATION SESSION - Exhibition Stage

Held at Lambert Park on 6 February 2010

Attended by approximately 6 people

### Key Issues Raised

- The existing kids bike path is used frequently
- APIA intends to open the sportsground up for use by schools during the week. They consider that opening the ground up for general community use would not work.

- 
- Question if the proposed gate near the residential area will be ticketed. The response was that only the gate to Marion Street would be ticketed.
  - APIA plan to place mesh around the fencing during ticketed games so that people cannot look in from outside the ground.
  - Question if there will be a graffiti wall. The response was that there will not be one because all existing walls will be removed.
  - Councillor Porteous recommended that the Plan of Management should be run past the police.
  - Councillor Porteous suggested that proposed fencing to the park should not necessarily be completely transparent because of view to and noise from the intersection. This could be addressed by fencing type or more preferable, by planting.

## Appendix 3

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### Site Survey







## Appendix 4

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LEASE AGREEMENT - Lambert Park (D500210)  
Reserve Trust and APIA Leichhardt Tigers  
Football Club, Inc

**LEASE**  
New South Wales  
Real Property Act 1900

Leave this space clear. Affix additional  
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.

**STAMP DUTY**

Office of State Revenue use only

**(A) FOLIO OF THE REGISTER**

Property leased  
658 / 665160

PART being the part known as Lambert Oval

**(B) LODGED BY**

Document  
Collection  
Box

Name, Address or DX, Telephone, and LLPN if any

Reference:

CODE

L

**(C) LESSOR**

The Lambert Park (D500210) Reserve Trust

The lessor leases to the lessee the property referred to above.

**(D)**

Encumbrances (if applicable):

**(E) LESSEE**

A.P.I.A. Leichhardt Tigers Football Club Inc. ABN 91 507 539 877

**(F)**

**TENANCY:**

- (G) 1. TERM** 10 years
- 2. COMMENCING DATE** 1 July 2009
- 3. TERMINATING DATE** 30 June 2019
- 4.** With an **OPTION TO RENEW** for a period of 5 years  
set out in clause 23 of Annexure A
- 5.** With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
- 6.** Together with and reserving the **RIGHTS** set out in clause 12 of Annexure A
- 7.** Incorporates the provisions or additional material set out in **ANNEXURE(S)** A hereto.
- 8.** Incorporates the provisions set out in N.A. in the Department of  
Lands, Land and Property Information Division as No. N.A.
- 9.** The **RENT** is set out in item No. 7 of Reference Schedule

DATE

- (H) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument 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:

Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Corporation:

Authority:

Signature of authorised person:

Name of authorised person:

Office held:

Signature of authorised person:

Name of authorised person:

Office held:

(I) **STATUTORY DECLARATION \***

I \_\_\_\_\_  
solemnly and sincerely declare that—

1. The time for the exercise of option to \_\_\_\_\_ in expired lease No. \_\_\_\_\_ has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at \_\_\_\_\_ in the State of New South Wales  
on \_\_\_\_\_ in the presence of—

Signature of witness:

Signature of lessor:

Full name of witness:

Address of witness:

Qualification of witness: *[tick one]*

☐ Justice of the Peace

☐ Practising Solicitor

☐ Other qualified witness *[specify]* \_\_\_\_\_

\* As the Department of Lands may not be able to provide the services of a justice of the peace or other qualified witness, the statutory declaration should be signed and witnessed prior to lodgment of the form at Land and Property Information Division.

**"A"**

**This is Annexure "A" to the Lease between Lambert Park (D500210) Reserve Trust as Lessor and as A.P.I.A. Leichhardt Tigers Football Club Inc as Lessee dated 2009**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this lease, unless the context does not permit:

**"Act"** means the Crown Lands Act, 1989 and includes regulations and other instruments under it and amendments or replacements of any of it and established and common law relating to it.

**"Business Day"** means a day when banks are open for business in Sydney.

**"Commencing Date"** means the date this lease starts being the date specified in Item 5.

**"Consumer Price Index"** means the Consumer Price Index - All Groups for Sydney published by the Australian Bureau of Statistics or the index officially substituted for it.

**"Council"** mean Leichhardt Municipal Council ABN 92 379 942 845. As the context requires, it means Council in its capacity as manager of the Reserve Trust and/or Council in its capacity as the local authority, and where relevant includes its authorised employees and agents.

**"CPI Adjustment Date"** means each date in Item 8.

**"Current CPI"** means the Consumer Price Index number for the quarter ending immediately before the relevant CPI Adjustment Date.

**"Laws"** means any legislation passed by the New South Wales or Federal Parliaments and includes regulations and other instruments under them and amendments or replacements of any of them, and established and common law, and the requirements of any competent authority.

**"Lessor"** means the Reserve Trust as described in Item 1 and where relevant includes Council as the Lessor's manager and its employees and any person authorised by the Lessor or Council.

**"Default Rate"** means the rate which is 2% per annum above the rate quoted on the date of demand by Lessor's nominated banker on unsecured overdraft accommodation over \$100,000.00.

**"Item"** means an item referred to in the Reference Schedule of this lease.

**"Lessee"** means the Lessee named in Item 2. Where relevant, it includes its office bearers, committee members, employees and members of its soccer football teams.

**"Lessee's Property"** means all property on the Premises which is not a fixture and is not Lessor's property.

**"Lessor"** means the lessor under this lease being the Reserve Trust and, in respect of the Lessee's Obligations or the Lessor's rights includes Council and its employees and authorised agents.

**"Minister"** means the Minister for Lands or other minister responsible for the administration of the Act.

**"Obligations"** means the Lessee's responsibilities, duties and obligations under this lease and at law.

**"Oval"** means the playing field located within the Premises.

**"Permitted Use"** means the use specified in Item 9.

**"Premises"** means the premises described in Item 3.

**"Previous CPI"** means the Consumer Price Index number for the quarter ending immediately before the previous CPI Adjustment Date (or, if there has not been a previous CPI Adjustment Date, the Commencing Date).

**"Rent"** means the annual amount in Item 7, varied in accordance with clause 3.2.

**"Rent Day"** means the day the Rent is payable, being the Commencing Date and then the first day of every year during the Term.

**"Reserve"** means the Lambert Park (D500210) Reserve being a reserve for public recreation governed by the Act.

**"Reserve Trust"** means the Lambert Park (D500210) Reserve Trust, a corporation established, constituted and appointed as trustee of the Reserve.

**"SRA"** means State Rail Authority of New South Wales.

**"SRA Land"** means that part of the land leased by Council from SRA indicated by cross-hatching on the plan annexed to this lease.

**"Term"** means the term of this lease from the Commencing Day until the Terminating Date, subject to any earlier determination in accordance with this lease, and where the context requires includes any period of holding over.

**"Terminating Date"** means the date specified in Item 6.

**"VIP Room"** means the room known as the VIP room in the grandstand within the Premises.

## **1.2 Interpretation**

Unless the contrary intention appears:

- a) the singular includes the plural and vice versa;
- b) a gender includes the other genders;
- c) "person" includes a firm, a body corporate, an unincorporated association or an authority;
- d) an agreement, representation or warranty:
  - (i) in favour of 2 or more persons is for the benefit of them jointly and severally; and
  - (ii) on the part of 2 or more persons binds them jointly and severally; and
- e) a reference to:
  - (i) a person includes the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns;
  - (ii) this or another document includes any variation or replacement of it;
  - (iii) this lease includes this lease and any extension of it or holding over under it;
  - (iv) a thing includes the whole and each part of it;
  - (v) a date includes that date;
  - (vi) a group of persons includes all of them collectively, any 2 or more of them collectively and each of them individually; and
  - (vii) the president of a body or authority includes any person acting in that capacity.

## **1.3 If Lessee not to do anything**

If the Lessee must not do something in connection with this lease, the Lessee:

- a) must not do anything which may result in it happening; and
- b) must ensure that its employees, servants, agents, invitees, patrons and others do not do it and do not do anything which may result in it happening.

## **2. IMPLIED TERMS EXCLUDED**

The covenants and powers implied in every lease by sections 84, 84A and 85 of the Conveyancing Act 1919 (as amended) do not apply to, are not implied in, and are excluded from this lease except as set out in this lease.

## **3. RENT**

### **3.1 Rent**

The Lessee must pay the Rent to the Lessor by annual instalments in advance on or before the first day of each and every year of the Term.

### **3.2 Consumer Price Index adjustment**

The Rent must be reviewed on each of the CPI Adjustment Dates. On and from each CPI Adjustment Date, the Rent must be the Rent payable immediately before that CPI Adjustment Date multiplied by the Current CPI and divided by the Previous CPI.

### **3.3 If CPI Index ceases**

If Consumer Price Index numbers cease to be published by the Australian Bureau of Statistics and no similar index is substituted for it but percentage changes are published, then on each CPI Adjustment Date the Rent must be increased by the percentage change for the previous 12 months published immediately prior to the relevant CPI Adjustment Date.

### **3.4 If Calculation delayed**

If the Current CPI is not available at the relevant CPI Adjustment Date, or if the Lessor has not advised the Lessee of the reviewed Rent, the Lessee must continue to pay the Rent at the rate applicable immediately prior to the relevant CPI Adjustment Date until the Current CPI is available and the Lessor has advised the Lessee of the amount of the reviewed Rent. On the first Rent Day after the Lessor has advised the Lessee of the amount of the reviewed Rent to apply from the relevant CPI Adjustment Date, the Lessee must pay the difference between what the Lessee has paid on account of the reviewed Rent and the reviewed Rent for the period from and including the relevant CPI Adjustment Date to but excluding that Rent Day. Any delay by the Lessor in making the calculation under clause 3.4 or in advising the Lessee of the reviewed Rent does not prejudice the Lessor's right to recover nor the Lessee's obligation to pay the reviewed Rent under clause 3.2 on and from the relevant CPI Adjustment Date.

## **4. OTHER PAYMENTS BY LESSEE**

### **4.1 Costs, charges and expenses**

In connection with this lease, the Lessee must pay promptly:



- a) the costs of everything the Lessee must do;
- b) any stamp duty required by the Office of State Revenue and any registration fees;
- c) survey fees, plan registration fees and associated costs if LPI NSW requires the Premises to be identified by reference to a registered deposited plan for lease purposes;
- d) on demand, the Lessor's reasonable costs, charges and expenses including those for negotiating, preparing, executing, stamping and registering this lease, obtaining any consents the Lessor must obtain before granting this lease, giving approvals, considering requests for approvals, enforcing this lease and exercising rights;
- e) all costs, charges and expenses in connection with works the Lessee carries out; and
- f) all costs, charges and expenses to comply with all Laws.

#### **4.2 Rates and Taxes**

If council rates, water rates, land tax or other rates or taxes are levied on or in respect of the Premises or the Reserve, the Lessee must pay the Lessor on demand the amount of the rates and taxes levied in respect of the Premises or, if levied in respect of the Reserve, the same proportion of the rates or taxes levied in respect of the Reserve as the area of the Premises bears to the area of the Reserve.

#### **4.3 GST**

Unless otherwise indicated, the Rent, costs and other amounts payable by the Lessee under this lease are expressed exclusive of GST. If any GST is payable on or in respect of any supply made under or in connection with this lease, the recipient of the supply must pay to supplier of the supply, in addition to and at the same time as it pays the consideration for such supply, a further amount equivalent to the GST payable in respect of that supply. The supplier of the supply must issue a tax invoice to the recipient of the supply.

#### **4.4 Interest on Overdue Money**

If the Lessee does not pay any amount payable to the Lessor by the Lessee under this lease on time, the Lessee must pay interest on that amount on demand by the Lessor from when it becomes due for payment until it is paid. Interest is calculated on daily balances at the Default Rate.

## **5. WATER, ELECTRICITY AND OTHER SERVICES**

### **5.1 Installation of separate meters**

- a) The Lessee must forthwith at its cost have separate meters installed in the Premises to measure the amount of water, electricity, gas and other services used in or in connection with the Premises. The Lessee must have accounts opened in its name and arrange for invoices for the costs of such services used to be sent by the service providers directly to the Lessee, not to the Lessor.
- b) Without limiting any other right of the Lessor, if the Lessee fails to install separate meters as required by clause 5.1(a), the Lessor may engage contractors to install the separate meters and the Lessee must give access to such contractors to install the meters. The Lessee must reimburse the Lessor on demand for the cost of the Lessor's contractors installing the meter/s.

### **5.2 Payment for services**

The Lessee must pay when due all charges, invoices and accounts for water, electricity, gas, telephone and other services used or consumed in the Premises.

### **5.3 Until separately metered**

Until the Premises are separately metered as required by clause 5.1, the Lessee must pay to the Lessor on demand the amount estimated by the Lessor as the costs of water, electricity, gas and other services used or consumed by the Lessee in the Premises.

### **5.4 Responsible Usage**

The Lessee must:

- a) comply fully with all restrictions on water use imposed by Sydney Water, the NSW State Government or other competent authority (subject to any formal exemptions granted to the Lessee by Sydney Water in respect of the Premises. The Lessee must comply strictly with the terms and conditions of any such exemption.)
- b) comply fully with all restrictions on electricity use, including but not limited to restrictions on flood lighting of the Oval, imposed by the NSW Department of Energy, Utilities and Sustainability, the NSW Environment Protection Authority or other competent authority; and
- c) comply fully with directions given by the Lessor or Council to the Lessee to reduce the amount of water used or electricity used at or in respect of the Premises; and

- d) must turn off floodlights at or before 9:30 pm each night.

## **5.5 Pay Fines**

Without limiting any other right or remedy of the Lessor, if the Lessee breaches clause 5.4, the Lessee must pay, or reimburse the Lessor or Council on demand, the amount of any fine or penalty imposed by any competent authority for breach by the Lessee of restrictions on use of water or electricity.

## **5.6 Rubbish collection**

The Lessee must also pay to Council the applicable fee, or usual fee charged by Council from time to time for similar service to other users, for the collection of refuse from one 120 litre garbage bin.

## **6. PERMITTED USE**

The Lessee must use the Premises only for the Permitted Use.

## **7. ADDITIONAL LESSEE OBLIGATIONS**

### **7.1 Games and Training**

The Lessee must at its own cost, to the satisfaction of the Lessor:

- a) provide suitable and sufficient gatekeepers, attendants and officials to supervise and ensure the proper conduct of play on the Oval and the orderly and safe ingress and egress and good conduct of players, spectators and patrons, in accordance with the relevant football association requirements.
- b) ensure that qualified, competent and efficient ambulance attendants or paramedics are in attendance at the Oval on each occasion soccer football matches are being played.
- c) promptly after each occasion the Oval is used, undertake any necessary repairs and maintenance to prepare the Oval for play.
- d) by the end of the next Business Day after each occasion the Oval is used, clean the Oval and surrounding area, including footpath on Marion Street outside the Premises and the adjacent reserve, of all rubbish and clean the dressing rooms, showers, public toilets and other facilities.
- e) not charge entry fees to matches, or other prices, higher than approved by the Lessor acting reasonably having regard to the Premises being part of a reserve for public recreation governed by the Act and therefore entry to be available to the public for a reasonable price. At least one month before the start of each soccer football season, the Lessee must advise the Lessor in writing of the entry fees and other prices proposed

to be charged that season, and give additional written notice at least one month in advance if the Lessee proposes to alter the entry charges or other prices, and the Lessee must comply with any direction of the Lessor to reduce the entry charges or other prices.

- f) not permit floodlights to remain on after 9:30 pm on any night and not train on or use the Oval after 9:00 pm on any night.
- g) not train on or otherwise use the Oval and surrounds prior to 7:00 am on any day.

## **7.2 Maintenance of Oval and Premises**

The Lessee must at its own cost, to the satisfaction of the Lessor, repair and maintain the Oval in a proper manner so as to permit play and must repair and maintain the grounds, pavilion, dressing rooms, showers, toilets, other facilities, seating accommodation, fences, gates, turnstiles and other buildings forming part of the Premises and keep them in a proper state of repair. Repairs and maintenance which must be undertaken by the Lessee at its cost, to the satisfaction of the Lessor, include but are not limited to:

- a) mowing, fertilising and line marking the Oval and grassed embankments on a regular basis. The Lessee must provide all necessary equipment including but not limited to gang mowers, hand mowers and line marking equipment.
- b) fertilising which must be carried out at least 4 times each year of the Term and based on a soil analysis undertaken in September of each year by a recognised testing laboratory (such as the Sydney Soil and Environmental Laboratory) in order to confirm fertiliser requirements for the following year.
- c) maintaining the underground irrigation system in good working order and undertaking repairs and replacements when and as required;
- d) maintaining all grassed areas free of weeds and pest plants. Herbicides, fungicides and pesticides must be applied as required and in accordance with manufacturer's instructions.
- e) maintaining all grassed surfaces in even condition free of humps and hollows to establish grades. The Lessee must also renovate the Oval at the end of each season, and whenever returfing is required; the Lessee must carry out such returfing using kikuyu turf rolls.
- f) maintaining all grassed areas in a pest-free, healthy and vigorous condition by mowing regularly to ensure a neat, well-groomed appearance.
- g) maintaining all ground surfaces in a fully operational condition.

- h) maintaining all steel work structures in a clean rust-free condition and painting and repairing as necessary and when required by the Lessor.
- i) maintaining all pathways, access ways, stairs, ramps and landings and repairing as required to ensure they are in a sound and safe condition for pedestrian usage.
- j) maintaining all buildings and masonry structures including internal fittings in a sound and serviceable condition at all times;
- k) ensuring that all buildings and structures including toilet facilities, dressing rooms, grandstands and any other improvements are repaired as required and maintained in a proper manner.
- l) removing by the end of the next Business Day after it appears any and all graffiti on any part of the Premises and the external fence and wall facing Marion Street, and repainting to match.

### **7.3 Minimum Cleaning**

The Lessee must at its own cost, to the satisfaction of the Lessor, by the end of the next Business Day following each occasion the Oval or any part of the Premises or the SRA Land are used, and at least once a week, clean the Premises including but not limited to the following:

- a) In all lavatories, toilets areas, shower rooms, dressing rooms and similar facilities for players, official, patrons and members of the public: the urinals must be cleared of all uric acid and other deposits; the toilet bowls must be cleared of all uric acid, faecal matter and other deposits; the urinals, toilet bowls, cisterns, hand basins, taps and other fittings must be washed; urinals and toilets bowls must be disinfected; mirrors must be washed and polished; spillages, scuff marks and other stains must be removed from benches, walls and floors; floors must be mopped; and toilet paper, hand towels and soap liquid soap must be replenished.
- b) Litter and rubbish must be collected, bins emptied and rubbish removed from the Premises and disposed of properly.
- c) In office areas, officials' rooms and the VIP room, bins must be emptied, surfaces must be dusted, carpets must be vacuumed and hard floors swept and mopped.

### **7.4 Spring Cleaning**

At least once in every year of the Term, the Lessee must at its cost, to the satisfaction of the Lessor, engage competent and professional cleaners to thoroughly clean the Premises, including but not limited to:

- a) clearing away cobwebs and washing all ceilings, lights fittings, tiled walls and painted walls;
- b) steam cleaning or shampooing all carpets;
- c) scrubbing all tiled and hard floors surfaces; stripping, polishing and buffing vinyl or other floors where this is suitable and does not cause risk of injury;
- d) washing all windows, inside and outside;
- e) cleaning and polishing (as appropriate to finish) all taps, door furniture and other fixtures;
- f) cleaning chairs, by vacuuming or shampooing material chairs and washing plastic chairs;
- g) dusting seating and sweeping floors in grandstands, and washing if necessary (subject to water restrictions);
- h) removing dirt and marks from external walls of any building within the Premises and from fences to the Premises including the outside of the fence facing Marion Street.

## **7.5 Painting**

The Lessor must at its cost, in a proper and workmanlike manner using quality materials, to the satisfaction of the Lessor, repaint all painted walls (internal and external) and surfaces within and to the Premises in colours which must first be notified by the Lessee to the Lessor and approved by the Lessor:

- a) at least once in every 5 years during the Term; and
- b) when reasonably required by the Lessor; and
- c) within the last 3 months of the Term.

## **7.6 General obligations**

The Lessee must:

- a) keep the Premises and everything in them clean, tidy and free of pests;
- b) comply on time with all Laws and the requirements of authorities in connection with the Premises, the Lessee's business, the Lessee's Property and the use or occupation of the Premises (including obtaining all permits);

- c) comply with all notices and orders served by any government department or competent authority or any local or public authority in connection with the Premises;
- d) inform the Lessor of damage to the Premises immediately the Lessee becomes aware of it (provided however that this does not limit the Obligations of the Lessee to insure and repair nor impose any obligation on the Lessor to repair);
- e) observe and comply with all directions and instructions given by the Lessor, acting reasonably, as to the exercise of the Lessee's rights under or in connection with this lease;
- f) promptly, when asked by the Lessor acting reasonably, do everything necessary to enable the Lessor to exercise its rights under this lease;
- g) use recyclable materials whenever possible. Waste which cannot be recycled must be disposed of properly;
- h) ensure that the conditions of employment of all its employees, and any of the Lessee's contractor's employees, engaged in work under this lease are in accordance with the appropriate current industrial awards, agreements or legislation applicable to them; and
- i) at all times take all such precautions as are necessary to protect the health and safety of all persons employed by it and shall comply with the requirements of the Occupational Health and Safety Act, 1983 (NSW), and any amendments or re-enactments thereof, and of any other Acts, Regulations or Orders pertaining to the health and safety of employed persons.

## **7.7 Prohibitions**

The Lessee must :

- a) not alter the Premises without the Lessor's prior approval and, where necessary, the approval of any other person;
- b) not store or use inflammable, volatile or explosive substances on the Premises;
- c) not do anything on or around the Premises which in the Lessor's reasonable opinion may be annoying, dangerous or offensive;
- d) not do anything to overload the floors of the Premises nor use them for anything other than their intended purpose;
- e) not put up, or permit to be put up, signs, notices, advertisements (other than as required by Laws), sponsors' logos or signs acknowledging sponsors or sponsorships, billboards, exterior blinds or awnings,



antennae or receiving dishes without the Lessor's prior approval and, where necessary, the approval of any other person. Without limiting the foregoing, the Lessee must immediately remove all billboards, advertisements, acknowledgements of sponsors and the like from the outside of the perimeter walls facing Marion Street and Foster Street and must not re-install nor permit the re-installation of such or other billboards, advertisements, acknowledgements of sponsors and the like on the outside of the perimeter walls of the Premises.

## **8. LESSEE'S WORKS**

### **8.1 Capital works each 5 years**

Every 5 years of the Term, the Lessee must at its cost and to the satisfaction of the Lessor (acting reasonably) undertake capital works, as set out in this clause 8, to a total value of \$100,000 exclusive of GST each 5 years. This clause 8 is an essential term of this lease.

### **8.2 Proposed Works to be Agreed**

Within one month of the Commencing Date and prior to each 5<sup>th</sup> anniversary of the Commencing Date, the Lessee must submit to the Lessor an itemised list of the capital works proposed to be done in that 5 year period with full details including prices and times for each item of capital work to be done. Subject to clause 8.4(a), the Lessor must within one month of receipt of such list approve an item of work or reject an item of work proposed to be done or conditionally approve an item of work subject to receipt of detailed plans which must be to the Lessor's satisfaction, and may reject the Lessee's assessment of the cost. If the Lessor rejects an item of work, the Lessor may suggest other work to be done by the Lessee. If the parties are unable to agree on the work to be done under this clause for the relevant 5 year period within two months of the Lessee submitting its list to Council, then the matter will be reported to Councillors whose decision shall be final on the work to be done. If the Lessor rejects the Lessee's estimate of the cost of any work, the Lessor must advise the Lessee of the Lessor's estimate of the cost of the proposed work. If the parties are unable to agree on the cost of any work, the Lessor must have the costs determined by an independent expert such as a quantity surveyor, with the fees of the expert to be paid by the party which was incorrect in its estimate of costs. Within one month of the start of each year of the Term, the Lessee must provide a written report to the Lessor on the agreed work done and the planning and organisation of the agreed work to be done in the balance of the 5 year period. Both the Lessor and the Lessee must act reasonably in connection with all matters referred to in this clause.

### **8.3 Examples of Acceptable Work**

The Parties acknowledge and agree that the types of works to be done include the following examples:

- a) capital improvements which increase environmental sustainability or reduce water and/or energy use, for example:
  - i. installation of additional rainwater tanks;
  - ii. installation of a "Cloud Master" or similar irrigation system (which will measure the amounts of water used and therefore improve control and reduce unnecessary use);
  - iii. installation and attachment of a similar system to the floodlights at the Premises to enable the times and amounts of electricity usage to be measured and assist in the control of unnecessary use;
  - iv. replacement of 11 litre toilet cisterns with dual flush 3/6 litre cisterns;
  - v. replacement of 9 litre urinal cisterns with 6 litre cisterns;
  - vi. replacement of existing shower heads with AAA 9 litre per minute shower heads;
- b) capital works which improve the external appearance of the Premises and/or the ability of members of the public to obtain glimpses of the green space, for example:
  - i. replacement of gates to the Premises from Marion Street with gates approved by the Lessor and of a style and material that allows members of the public to see into the Premises from outside the Premises **provided however** that the gates may be covered with hessian or the view through the gates otherwise blocked when there are games on at the Premises for which the Lessee charges an admission fee, but at no other times; and
  - ii. painting the outside of the fence on Marion Street in a colour approved by the Lessor (but not over murals painted with the Lessor's authority)
- c) capital work which improves accessibility for disabled patrons, for example:
  - i. improving and providing unimpeded entry into the Premises and around the oval and other areas of a width and gradient that complies with the Building Code of Australia ("BCA") and the Disability Discrimination Act 1992 ("DDA");
  - ii. providing access for persons with a disability to the grandstand that complies with BCA and DDA and providing an appropriate place for wheelchairs in the grandstand adjacent to normal seating so that disabled people may sit with friends;
  - iii. renovating the public toilets including providing an accessible toilet which complies with BCA and DDA for use by patrons.
- d) capital works which improve facilities for patrons and members of the public, for example renovation of the public lavatories and toilet areas including new wall and floor tiles, urinals, toilets, basins, benches and other fittings.
- e) complete oval reconstruction, to the satisfaction of the Lessor's Manager Parks and Streetscapes.

#### **8.4 Examples of Non-Complying Works**

Types of works which will not satisfy the Lessee's Obligations under this clause 8 and which will not be approved by the Lessor under clause 8.2 include the following examples:

- a) anything which the Lessee is obliged to do under another clause of this lease including but not limited to clause 7 and anything needed to enable the Lessee to comply with its obligations under another clause of this lease including but not limited to clause 7;
- b) ground resurfacing;
- c) replacement of flood light lamps;
- d) the purchase of chattels, equipment or machinery, whether or not needed by the Lessee to comply with other obligations under this lease;
- e) anything which is only for the Lessee's own use or benefit or which a lessee would normally do to enable it to enjoy the benefit of a lease of similar premises for a similar term and option period.

#### **8.5 General Requirements**

In respect of the work required to be done by the Lessee under this clause 8, the Lessee must:

- a) give to the Lessor true copies of all plans, specifications and other details that may be reasonably required by the Lessor of any of the works proposed to be done in accordance with this clause 8, where possible prior to the Lessor being asked for approval of that item of work under clause 8.2 and in any event prior to the lodgement of the development application (if required) and prior to the work commencing. The Lessor, acting reasonably, may require changes to the proposed plans and specifications. The Lessor may refuse or defer giving its approval to the item of work under clause 8.2 unless and until the Lessee has given to the Lessor the required copies of the plans, specifications and details and these have been accepted by the Lessor as being satisfactory. The Lessor may give its conditional approval of an item of work which is subject to the provision of plans, specification and details to the approval of the Lessor.;
- b) undertake the work in accordance with the plans, specifications and details approved by the Lessor, without any variation unless the Lessor has agreed in writing to the variation prior to it being implemented;
- c) undertake the work in accordance with the conditions of any development consent;

- d) undertake the work in a good, proper and workmanlike manner; and
- e) ensure all contractors comply with clauses 8.4(b), (c) and (d).

#### **8.6 Lessee to obtain development consent**

In this clause 8 the approval of the Lessor generally refers to approval of the land owner. In addition to approval of the Lessor as landowner, for each capital works project, the Lessee must first obtain development consent from Council as local authority for all works for which development consent is required, and the Lessee must at its cost prepare the development application and all supporting documents. Approval by the Lessor as land owner does not mean that Council as consent authority must or will approve any development consent and any development application will be assessed on its merits. The Lessee must also obtain all necessary consents from other authorities. If Council as consent authority requires the Lessee to lodge further information in support of its development application, or if Council grants development consent which is conditional on the Lessee supplying additional information and/or amended plans, or if Council requires the subject of a development application to be re-designed or amended, the Lessee must promptly comply with such requirements (subject to the consent of the Lessor as land owner). Refusal of development consent or any failure by the Lessee to obtain required consent for any reason does not limit the Obligations on the Lessee under this clause 8 including but not limited to clause 8.7.

#### **8.7 Lessee must pay balance**

- a) At the end of each 5 years of the Term, the Lessee must pay to the Lessor on demand the difference between \$100,000 (exclusive of GST) and the total value (exclusive of GST) of the required and approved capital works satisfactorily completed by the Lessee in that 5 years plus GST on that amount.
- b) If in a 5 year period of the Term the Lessee satisfactorily completes approved capital works to a value in excess of \$100,000 (exclusive of GST), the amount of the excess will be counted as part of the \$100,000 (exclusive of GST) value of capital works which the Lessee is obliged to undertake in the following 5 year period of the Term or any renewal of the lease.
- c) The Lessee is not entitled under any circumstances, including but not limited to early termination of this lease, to any refund of any amount spent by the Lessee on capital works or paid to the Lessor under clause 8.7(a).

#### **8.8 Improvements belong to Lessor**

The capital works which must be done by the Lessee are in the nature of rent and are not Lessee's Property. All improvements are fixtures, belong to the Lessor and must not be removed by the Lessee during or after the Term. The

carrying out of such work by the Lessee does not give the Lessee any claim to the Premises after the Term nor any interest in the Premises other than what is granted by this lease for the Term.

#### **8.9 Other works**

If the Lessee desires to undertake other works to the Premises:

- a) the provisions of clauses 8.10 and 8.11 apply; and
- b) such works do not limit or reduce the Lessee's Obligations under clauses 8.1 to 8.6 and must not be set-off against the liability of the Lessee under clause 8.7, but will be in addition to the Lessee's Obligations to undertake the capital works set out in clauses 8.1 to 8.6.

#### **8.10 Lessor's prior approval required**

The Lessee must not carry out any works to the Premises without the Lessor's prior approval. If the Lessor gives approval, the Lessor, acting reasonably, may impose conditions.

#### **8.11 Work to be done properly**

The Lessee must ensure that any works the Lessee does (for which the Lessor's prior approval is required) are done:

- a) with all necessary approvals from all relevant authorities;
- b) in accordance with development consents;
- c) in accordance with the approval by the Lessor;
- d) in accordance with all Laws and requirements of authorities; and
- e) in a proper, good and workmanlike, and professional manner.

### **9. USE BY THIRD PARTIES**

#### **9.1 Lessee must allow use by others**

The Lessee must allow the Oval, other parts of the Premises and the SRA Land to be used by other sporting groups ("Third Parties") for training and match playing as follows:

- a) The Lessee must permit Third Parties to use the Oval for match play (including but not limited to semi-finals, finals and grand finals) on at least 11 weekend days / Saturday evenings during the soccer or other football codes' seasons, and to use the SRA Land for warm-ups and cool-downs before and after such matches; and

- b) When the Oval is used by Third Parties for match play, the Lessee must, at a sufficient time in advance, open the gates, public toilets, players' shower and dressing rooms, grandstands and other areas (except the offices of the Lessee within the Premises), which must be clean, for use by the Third Parties and their invitees; and
- c) In addition to (a), the Lessee must permit local soccer football clubs which are members of the Canterbury Association, and/or other Third Parties, to use the Oval and SRA Land extensively for training and games during August, September and October in each year of the Term; and
- d) When the Oval and/or SRA Land is used by Third Parties for training, the Lessee must, at a sufficient time in advance, open the gates and players' shower and dressing rooms which must be clean, for use by the Third Parties and their players; and
- e) Despite clause 6 and Item 9, Third Parties may use the Oval and SRA Land for playing matches and training for football codes other than soccer and for other sports if approved by Council; and
- f) In selecting and approving the Third Parties to be allowed to use the Premises, the Lessee:
  - i. must give preference to groups based within the Leichhardt Municipality; and
  - ii. must not give preference to, or limit third party use to, schools or school-based teams with a link or association with the Lessee.

## **9.2 Annual Review**

At the end of every year of the Term, use of the Oval and SRA Land by Third Parties will be reviewed by the Lessor and the Lessee to determine if there can be greater or should be lesser use by Third Parties. The Lessor and Lessee may agree to vary this lease to alter the requirements for use by Third Parties. Unless and until this lease is formally varied by the parties in writing, clause 9.1 continues to apply.

## **10. INSURANCE AND RISK**

### **10.1 Insurance**

The Lessee must:

- a) maintain with insurers and on terms approved by the Lessor, in the Lessee, the Lessor and Council's names for their respective interests and in the name of any other person named by the Lessor (acting reasonably):
  - i. a Comprehensive Insurance Policy covering all buildings, erections, fences and fixtures of an insurable nature on the

Premises against loss or damage including by fire, storm or tempest for their respective full insurable values; and

- ii. public liability insurance for at least the amount in Item 10 (as varied by notice from the Lessor to the Lessee); and
  - iii. insurances required by Laws, including but not limited to workers' compensation insurance; and
  - iv. other insurances which, in the Lessor's reasonable opinion and notified by the Lessor to the Lessee, the Lessee should take out including but not limited to insurance of the Lessee's Property.
- b) on or before the Commencing Date, and on every anniversary of the Commencing Date throughout the Term, give the Lessor evidence that the Lessee has complied with sub-clause (a); and
- c) notify the Lessor immediately if any insurance policy required by sub-clause (a) is cancelled or an event occurs which may allow a claim or affect rights under an insurance policy in connection with the Premises or the Lessee's Property.

## **10.2 Indemnities**

The Lessee is liable for and indemnifies the Lessor, the State of New South Wales, the Minister, the Department of Lands, its officers and Council against liability or loss arising from, and costs incurred in connection with:

- a) damage, loss, injury or death occurring in the Premises, or in connection with or arising from the Premises or the Lessee's Property or this lease, or caused or contributed to by the Lessee's act, omission, negligence or default, except to the extent that it is contributed to by the Lessor's wrongful act or omission, negligence or default; and
- b) anything the Lessor does which the Lessee must do under this lease but which the Lessee has not done or has not done properly.

## **10.3 Releases**

The Lessee occupies the Premises at its own risk and releases each of the Lessor, the State of New South Wales, the Minister, the Department of Lands, its officers and Council from, and agrees that each of the Lessor, the State of New South Wales, the Minister, the Department of Lands, its officers and Council is not liable for, liability or loss arising from, and costs incurred in connection with:

- a) damage, loss, injury or death, except to the extent that it is contributed to by Lessor's wrongful act or omission, negligence or default;
- b) anything the Lessor is permitted or required to do under this lease; and



- c) the total or partial destruction of the Premises, or resumption of the Premises by reason of any Law, a requirement of any constituted authority, or other cause outside the Lessor's control.

#### **10.4 Each indemnity separate**

Each indemnity is independent from the Lessee's other Obligations and continues during and after the end of this lease. The Lessor may enforce an indemnity before incurring expense.

### **11. NO ASSIGNMENT WITHOUT CONSENT**

The Lessee must not assign, sub-lease, grant any licence, part with possession of or otherwise deal with or dispose of the Premises or any part of the Premises or this lease or any rights hereunder without the prior consent of the Lessor which may be granted or withheld or granted with conditions in the Lessor's absolute discretion.

### **12. LESSOR'S ADDITIONAL RIGHTS AND OBLIGATIONS**

#### **12.1 Lessor may do work**

The Lessor may do any works on the Premises it considers necessary and will take reasonable steps (except in emergencies) to minimise interference with the Lessee's use of the Premises.

#### **12.2 May enter to inspect**

The Lessor may enter the Premises at reasonable times on reasonable notice to see if the Lessee is complying with the Lessee's Obligations under this lease or to do anything the Lessor must or may do under this lease or to comply with the requirements of any public or regulatory authority.

#### **12.3 Emergency**

If there is an emergency, the Lessor:

- a) may enter the Premises without notice;
- b) may stop the Lessee from entering the Premises.

#### **12.4 Rectify Default**

After giving the Lessee reasonable notice of what is to be done, the Lessor may do, at the Lessee's cost, anything which the Lessee should have done under this lease but which the Lessee has not done or which the Lessor considers the Lessee has not done properly.

## **12.5 Murals on External Walls**

The Lessor reserves the right to use, and to permit Council to use, the outside of the perimeter walls of the Premises, facing Marion and Forster Streets, for murals, tile walls, community art projects or other purposes and the following provisions apply:

- a) This clause 12.5 does not limit the Lessee's obligations under clause 7.5 in respect of those parts of the outside of the perimeter walls where the Lessor has not exercised its rights under this clause 12.5, but the Lessee must not re-paint under clause 7.5 those parts of the outside of the perimeter walls where the Lessor has exercised its rights under this clause 12.5.
- b) The Lessor must give the Lessee notice of its intention to exercise its rights under this clause 12.5.
- c) The mural, tiling, community art work or other uses of the external perimeter walls of the Premises is within the Lessor and Council's absolute discretion and the Lessee must not make any objection to any proposal or use by the Lessor, Council or anyone expressly authorised by them.
- d) The Lessee must not paint over, obscure or damage in any way any mural, tiling or community art project which the Lessor has permitted on the outside of the perimeter walls of the Premises under this clause 12.5.

## **13. QUIET ENJOYMENT**

The Lessor covenants with the Lessee for quiet enjoyment, subject to the Lessor's rights under this lease.

## **14. DESTRUCTION OF PREMISES**

If the Premises or any part thereof are at any time during the Term destroyed or damaged by fire, lightning, storm or tempest or other cause so as to render the same unfit for the occupation and use of the Lessee, then:

- a) a fair and just proportion of the Rent according to the nature and extent of the damage or destruction sustained, must abate as from the date the Premises are rendered unfit until either the damage is repaired and the Premises are restored or this lease is terminated in accordance with sub-clause (b), unless such damage or destruction was caused or contributed to by the wrongful or negligent act or omission of the Lessee, its servants, agents or contractors; and
- b) the Lessor may, within 6 months from the date of such destruction or damage, give notice to the Lessee to terminate this lease, without prejudice to the rights of either party for any antecedent breach and

without the Lessee having any claim against the Lessor in respect of such termination.

## **15. OBLIGATIONS AT THE END OF LEASE**

### **15.1 Vacate Premises**

The Lessee must vacate the Premises on the day this lease ends (or, if applicable, at the end of any period of holding over) and leave them in a condition satisfactory to the Lessor acting reasonably and having regard to the Lessee's Obligations.

### **15.2 Remove Lessee's Property**

When this lease ends, unless the Lessor otherwise agrees, the Lessee must remove all the Lessee's Property from the Premises and promptly make good any damage caused by their installation and removal.

### **15.3 Time for Removal**

Unless the Lessor otherwise agrees, the Lessee must remove the Lessee's Property from the Premises during the 7 days immediately before the date the Lessee must vacate the Premises.

### **15.4 If Lease Terminated**

If the Lessor terminates this lease by re-entry or by notice, the Lessee must give the Lessor a notice within 7 days after termination stating that the Lessee will remove the Lessee's Property which the Lessee may or must remove from the Premises.

### **15.5 Lessor's Notice**

Within 7 days after the Lessee gives its notice, Lessor must give the Lessee a notice stating when and how the Lessee's Property must be removed from the Premises and by whom.

### **15.6 Property Abandoned**

The Lessor may treat the Lessee's Property as abandoned and deal with it in any way the Lessor sees fit, at the Lessee's expense, if the Lessee does not:

- a) give its notice on time; or
- b) remove the Lessee's Property in accordance with clause 15.5 or a notice given under it.

### **15.7 Risk**

The Lessee's Property is at the Lessee's risk at all times.

## **16. DEFAULT**

### **16.1 Events of Default**

The Lessor may end this lease by giving the Lessee notice or by re-entry if:

- a) the Lessee repudiates its Obligations; or
- b) the Lessee does not comply with an essential term of this lease; or
- c) the Lessee ceases to exist as a result of a Law or for any other reason; or
- d) the Lessee assigns or purports to assign its interests under this lease, or grants any sub-lease or licence or otherwise parts with possession of any part of the Premises or deals with its rights under this lease, without the Lessor's prior approval; or
- e) the Lessee does not comply with an Obligation (which is not an essential term) and in the Lessor's reasonable opinion:
  - I. the non-compliance can be remedied, but the Lessee does not remedy it within a reasonable time after the Lessor gives notice to remedy it; or
  - II. the non-compliance cannot be remedied or compensated for; or
  - III. the non-compliance cannot be remedied but the Lessor can be compensated and the Lessee does not pay the Lessor compensation for the breach within a reasonable time after the Lessor gives the Lessee notice to pay it.

### **16.2 Lessee Indemnifies Lessor**

If this lease ends under this clause 16, the Lessee indemnifies the Lessor against any liability or loss arising and any costs incurred (whether before or after termination of this lease) in connection with the Lessee's breach and the end of this lease including the Lessor's loss of the benefit of the Lessee performing the Lessee's Obligations from the date that it ended until the Terminating Date.

## **17. CROWN LANDS ACT 1989**

### **17.1 Lessee's Acknowledgement**

This Lessee acknowledges that the Reserve is a reserve for public recreation and governed by the Act. The Lessee acknowledges and agrees that this lease is subject to the provisions of the Act. Any provision of this lease which conflicts with the Act is void, without the Lessee having any claim against the

Lessor or Council in respect thereof. The Lessee must not do anything on or in respect of the Premises which is contrary to the provisions of the Act and must comply with all reasonable directions of the Lessor, Council and the Minister.

## **17.2 Lease Conditional**

This lease is conditional on the Minister consenting to this lease. The Lessor must promptly apply for the Minister's consent. If the Minister grants consent with conditions, the Lessee must accept those conditions or this lease is rescinded ab initio. If the Minister refuses consent, this lease is rescinded ab initio. If this lease is rescinded under this clause:

- a) the Lessee has no claim against the Lessor, Council or the Minister, including but not limited to claims for expenses incurred in expectation of this lease or for work done to the Premises or for losses arising from the rescission of this lease or otherwise howsoever; and
- b) the Lessee must pay to Council an occupation fee equal to the Rent for the period from the Commencing Date until the Lessee vacates the Premises; and
- c) the provisions of clauses 15.4 to 15.7 apply as if the date of rescission were the date of termination.

## **17.3 Approvals**

Where this lease provides that the Lessor's consent is required, the consents of Council and the Minister are also required.

## **17.4 Revocation as Reserve**

If the dedication of the Premises for public recreation is revoked at any time, then this lease will immediately end but without prejudice to either party in respect of any antecedent breach, and without the Lessee having any claim against any person in respect of the end of this lease under this clause.

# **18. EXCLUSIONS**

## **18.1 Other parks**

The unfenced area of the Reserve known as Lambert Park is not part of the Premises. This lease does not grant any rights to the Lessee or its employees, officials, servants, agents, players, visiting players or patrons to use any Council controlled land other than the Premises and the SRA Land. The Lessee must not permit, and must take active steps to prevent, players (of all standards, of all ages, from any home or visiting team or other) from using any land outside the Premises and the SRA land, including but not limited to the unfenced part of Lambert Park, Hawthorne Canal Reserve, Richard Murden Reserve and Leichhardt Park, for training, warm-ups, cool-

downs, practising, running or other activities. Without limiting any other right the Lessor has in the event of breach of this lease by the Lessee, if the Lessee breaches this clause 18.1, the Lessee must pay to the Lessor on demand the costs assessed by the Lessor for the cleaning and repair and renovation of the grass and other surfaces damaged, a fee determined by Council for the use of the lands outside the Premises and compensation as assessed by the Council for the loss of use of the open space by other members of the public.

## **18.2 Other Ovals and Playing Fields**

- a) This lease does not give the Lessee any rights to use any other ovals or playing fields controlled by Council other than the Oval, the Premises and the SRA Land. Without limiting the generality of the foregoing, the Lessee acknowledges that this lease does not give the Lessee any rights to use Leichhardt Park ovals number 1, 2 and 3. If the Lessee desires to use the Leichhardt Park ovals or other ovals controlled by Council, whether for training or playing matches or otherwise, the Lessee must apply to Council in the same way as other potential users and, if any application is accepted, must hire the relevant oval on similar terms to those imposed on other sporting groups using the relevant oval, subject to clause 18.2(b). The Lessee acknowledges and agrees that in view of this lease granting it use of the Lambert Park Oval, Council may give priority to other sporting groups in the allocation of times for use of other ovals and sporting fields within the Leichhardt municipality.
- b) Without limiting clause 18.2(a), the Lessor agrees that when the Lessee does hire Leichhardt Oval 2 or Leichhardt Oval 3 during the Term of this lease, it is required to pay half only of the hiring fee/s usually payable (as set out in Council's Schedule of Fees and Charges).

## **19. NOTICES AND APPROVALS**

### **19.1 Requirements**

A notice, approval or demand must be:

- a) in writing; and
- b) in English; and
- c) delivered to the party or left at or posted by certified mail to the address or sent to the facsimile number or emailed to the email address of the party in Item 11, as varied by notice.

## **19.2 Notices by Lessor**

Any notice given or to be given by, or to, the Lessor may be given by, or addressed to, Council in its own name, with or without any reference to the Reserve Trust.

## **19.3 Time Given**

A notice or approval is taken to be given:

- a) if delivered to or left at the address of the party, on that day;
- b) if posted, on the fourth day after posting; and
- c) if sent by facsimile, on that day if it is sent before 5.00pm or otherwise on the next business day after it is sent unless the sender is aware that transmission is impaired; and
- d) if emailed, on that day if it is sent before 5.00pm or otherwise on the next business day after it is sent unless the sender is aware that transmission is impaired.

## **19.4 Approval in advance**

Whenever the Lessor's approval is required, the Lessee must seek and obtain that approval prior to taking any action or doing any thing for which that approval is required.

## **20. MISCELLANEOUS**

### **20.1 Warranties**

The Lessee warrants that the Lessee has relied only on its own enquiries in connection with this lease and not on any representation or warranty by the Lessor or Council any person acting or seeming to act on behalf of the Lessor or Council.

### **20.2 Severability**

If a provision of this lease is or becomes invalid or unenforceable or both, all other provisions which are capable of separate enforcement without regard to the invalid or unenforceable provision continue to be valid and enforceable.

### **20.3 Governing Law and Jurisdiction**

This lease is governed by the laws of New South Wales. The parties submit to the exclusive jurisdiction of the courts of New South Wales and courts of appeal from them.



#### **20.4 Rights Reserved**

All rights and duties which Council has as a local authority or which Council's officers have as local authority officers are expressly reserved.

#### **20.5 Variations must be in writing**

Any variations of this lease are only binding on the parties if contained in a deed executed by the parties.

#### **20.6 No waiver**

Any waiver by the Lessor of a breach of lease by the Lessee:

- a) is only effective as a waiver if in writing signed by the Lessor or its authorised officer; and
- b) is not, and will not be deemed to be, a waiver of any other breach by the Lessee, whether of the same provision or another provision.

#### **20.7 No Smoking**

The Lessee acknowledges that on 26 June 2007, Council resolved to adopt a smoke-free policy for public playgrounds, playing facilities and sporting facilities (which includes the Premises), to create smoke-free zones on all playing fields, sporting grounds and at sporting facilities and erect signage on playgrounds and sporting fields indicating that these are designated smoke-free areas. The Lessee must comply with this Council resolution in respect of the Premises, by not permitting, and taking steps to prevent, smoking in any part of the Premises, inside or outside any buildings, at any time, and whether at matches, training or otherwise. The Lessee must erect signs at the Premises indicating that the entire Premises are smoke-free.

### **21. SUB-LEASE OF SRA LAND**

Council grants and the Lessee accepts a sub-lease of the SRA Land and the following provisions apply to such sub-lease.

- a) The sub-lease is on the same terms and conditions as this lease but with Council as the Lessor, the Lessee as the Lessee and the SRA Land as the Premises, except where the context does not permit.
- b) The Lessee is not required to pay any rent to Council for the sub-lease with the parties acknowledging that the Rent payable includes the rent for the SRA Land.
- c) The Lessee acknowledges that it has received a copy of the lease between SRA to Council of the SRA Land and additional land.

- d) The Lessee must comply with all terms and conditions (other than the obligation to pay rent) under the lease between SRA to Council as if the Lessee were the lessee thereunder so far as they relate to the SRA Land.
- e) In respect of the SRA Land, whenever the Lessee must obtain the consent of Council as lessor, the consent of SRA is also required.
- f) The Lessee must not do anything that causes Council to be in breach of its lease from SRA. The Lessee indemnifies Council against all claims, damages, losses and expenses suffered by Council as a result of any act or omission by the Lessee which causes or contributes to Council being in breach of its lease from SRA of the SRA Land.
- g) The sub-lease is conditional on the Council remaining as lessee of the SRA Land. If for any reason Council's lease of the SRA Land is ended, the Lessee must vacate the SRA Land and has no claim against Council arising as a result of the end of the Council's lease of the SRA land or the end of the sub-lease to the Lessee.

## **22. HOLDING OVER**

### **22.2 Monthly tenancy**

If the Lessee continues to occupy the Premises after the end of this lease with the Lessor's prior approval, the Lessee does so under a lease from month to month which either the Lessor or the Lessee may terminate on 1 month's notice ending on any date.

### **23.2 Terms and Conditions**

The monthly lease is on the same terms as this lease (including but not limited to review of the Rent under clause 3.2) except for those changes which are necessary to make this lease appropriate for a monthly lease.

## **23. OPTION TO RENEW**

### **23.1 Option**

If the Lessee desires a further lease of the Premises for a term of 5 years starting on the day after the Terminating Date, and if the Lessee gives written notice of that desire to the Lessor not more than 12 months and not less than 6 months prior to the Terminating Date, then provided that the Lessor has not served more than one Notice of Breach (when entitled to do so) on the Lessee during the Term (whether the breach referred to in the notices were rectified or not) and that the Lessee is not in breach of this lease as at the date it gives the notice to the Lessor of the Lessee's desire for the further lease nor as at the Terminating Date, the Lessor must grant a further Lease to the Lessee on the terms set out in clause 23.2.

## 23.2 Further lease

The further lease will be on the same terms and conditions as this lease except for the following changes:

- a) The Commencing Date of the further lease must be the day immediately after the Terminating Date of this lease.
- b) The Terminating Date of the further lease must be the day which is 5 years after the Commencing Date.
- c) The Term in Item 4 must be changed from "10 years" to "5 years."
- d) The Rent at the start of the further lease must be the Rent payable as at the Terminating Date of this lease multiplied by the Current CPI and divided by the Previous CPI as if the Commencing Date under the further lease were a CPI Adjustment Date under this lease.
- e) Necessary and consequential changes must be made to reflect that the further lease arises from the exercise of an option to renew granted by this lease.
- f) This clause 23 and Item 12 must be omitted from the further lease.

## REFERENCE SCHEDULE

**ITEM 1 LESSOR**

The Lambert Park (D500201) Reserve Trust

**ITEM 2 LESSEE**

A.P.I.A. Leichhardt Tigers Football Club Inc. ABN 91 507 539 877

**ITEM 3 PREMISES**

The premises known as Lambert Oval, being the fenced area within the Reserve, comprising the oval, grandstands, toilets, shower rooms and offices, shown generally by hatching on the plan annexed to this lease.

**ITEM 4 TERM**

10 years

**ITEM 5 COMMENCING DATE**

1 July 2009

**ITEM 6 TERMINATING DATE**

30 June 2019

**ITEM 7 RENT**

\$550 per annum (plus GST)

**ITEM 8 CPI ADJUSTMENT DATES**

Each anniversary of the Commencing Date.

**ITEM 9 PERMITTED USE**

The playing of soccer football matches, training by soccer football players and teams, subject to clause 9(e), and activities incidental to those uses (subject to the time limits and other restrictions set out in this lease.)

**ITEM 10 PUBLIC LIABILITY INSURANCE**

\$20,000,000.00

**ITEM 11 ADDRESSES FOR SERVICE**

<b>Lessor:</b>	(If delivered or posted)	7-15 Wetherill Street, Leichhardt NSW 2040
	(If posted)	PO Box 45, Leichhardt NSW 2040
	(if faxed)	9367 9111
	(if emailed)	lyng@lmc.nsw.gov.au

<b>Lessee:</b>	(if delivered or posted)	First Floor 62 Dalhousie Street Haberfield NSW 2045
	(if posted)	PO Box 225 Haberfield NSW 2045
	(if faxed)	9716 4822
	(if emailed)	info@apiatigers.com

**ITEM 12 OPTION TO RENEW**

5 years

# Lambert Park Oval



## EXECUTED AS A DEED

Executed for and on behalf of **Leichhardt Municipal Lessor** by its General Manager, pursuant to resolution C82/09 of the Lessor made on 24 March 2009, in the presence of:

.....  
Signature of witness

.....  
Signature of Peter Head  
General Manager

.....  
Name of witness (block letters)

.....  
Address of witness

The Common Seal of **A.P.I.A. Leichhardt Tigers Football Football Club Inc.** was affixed in the presence of:

.....  
Name of signatory (block letters)

.....  
Name of signatory (block letters)

.....  
Office / position of signatory

.....  
Office / position of signatory