



Evans & Wislang*

Solicitors & Conveyancers

Belair Commercial Centre
2 Princeton Ave, Kotara

Our Ref: RE:SK-00033916
Your Ref: David Podmore

ROBIN EVANS
Dip. Law (S.A.B.)

TONI WISLANG J.P.
Cert. Conveyancing Law & Practice

Mr D Podmore
REN
166 Hannell Street
WICKHAM NSW 2293

9 November 2012

Dear David

re: Krigus Pty Limited Proposed Sale
Property: Paddock Close, Elmore Vale

Please find enclosed proposed Contract for Sale.

We confirm any outstanding vendor disclosure documents will be forwarded to you when to hand. In the meantime should you have any queries please do not hesitate to contact the writer.

We look forward to a successful sale in this matter.

Yours faithfully,
EVANS & WISLANG.

Robin Evans
Email: robin@evansandwislang.com.au

** A Division of Evans & Wislang Pty Ltd ABN 81 099 857 842 an Incorporated Legal Practice*

Contract for the sale of land – 2005 edition

TERM	MEANING OF TERM	
Vendor's agent	REN 166 Hannell Street, Wickham, NSW 2293	Phone: 4016 6900 Fax: 4016 6901 Ref: David Podmore
Co-agent		
Vendor	Krigus Pty Limited ABN 51 039 866 024 as trustee for Krigus Discretionary Trust C/- 324CSS RMAF Base/Butterworth AFPO 2, Australian Defence Forces, NSW 2890	
Vendor's Solicitor	Evans & Wislang 2 Princeton Avenue, KOTARA NSW 2289 PO Box 93, KOTARA NSW 2289	Phone: 02 4952 5344 Fax: 02 4952 5399 Ref: RE:SK
Completion date	See special condition 19 (clause 15)	
Land (Address, plan details and title reference)	Lot ____ Paddock Close, Elmore Vale in proposed subdivision of Lot 17 Plan DP105516 Registered Plan: Lot 17 Plan DP105516 Folio Identifier 17/105516	
Improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> none <input type="checkbox"/> other: Vacant Land	
Attached copies	<input checked="" type="checkbox"/> Documents in the List of Documents as marked or as numbered: <input type="checkbox"/> Other documents:	

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

Inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
Exclusions				
Purchaser				
Purchaser's solicitor				
Price	\$			
Deposit	\$ _____	(10% of the price, unless otherwise stated)		
Balance	\$			
Contract date	(if not stated, the date this contract was made)			

Vendor

Witness

GST AMOUNT (optional)
The price includes
GST of:

Purchaser

Witness

JOINT TENANTS tenants in common in unequal shares

Tax information (the parties promise this is correct as far as each party is aware)

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address and telephone number

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input checked="" type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979) <input type="checkbox"/> 7 section 149(5) information included in that certificate <input type="checkbox"/> 8 sewerage connections diagram <input checked="" type="checkbox"/> 9 sewer mains diagram <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 section 88G certificate (positive covenant) <input type="checkbox"/> 12 survey report <input type="checkbox"/> 13 section 317A certificate (certificate of compliance) <input type="checkbox"/> 14 building certificate given under <i>legislation</i> <input type="checkbox"/> 15 insurance certificate (Home Building Act 1989) <input type="checkbox"/> 16 brochure or note (Home Building Act 1989) <input type="checkbox"/> 17 section 24 certificate (Swimming Pools Act 1982) <input type="checkbox"/> 18 lease (with every relevant memorandum or variation) <input type="checkbox"/> 19 other document relevant to tenancies <input type="checkbox"/> 20 old system document <input type="checkbox"/> 21 Crown tenure card <input type="checkbox"/> 22 Crown purchase statement of account <input type="checkbox"/> 23 Statutory declaration regarding <i>vender duty</i>	<input type="checkbox"/> 24 property certificate for strata common property <input type="checkbox"/> 25 plan creating strata common property <input type="checkbox"/> 26 strata by-laws not set out in <i>legislation</i> <input type="checkbox"/> 27 strata development contract or statement <input type="checkbox"/> 28 strata management statement <input type="checkbox"/> 29 leasehold strata - lease of lot and common property <input type="checkbox"/> 30 property certificate for neighbourhood property <input type="checkbox"/> 31 plan creating neighbourhood property <input type="checkbox"/> 32 neighbourhood development contract <input type="checkbox"/> 33 neighbourhood management statement <input type="checkbox"/> 34 property certificate for precinct property <input type="checkbox"/> 35 plan creating precinct property <input type="checkbox"/> 36 precinct development contract <input type="checkbox"/> 37 precinct management statement <input type="checkbox"/> 38 property certificate for community property <input type="checkbox"/> 39 plan creating community property <input type="checkbox"/> 40 community development contract <input type="checkbox"/> 41 community management statement <input type="checkbox"/> 42 document disclosing a change of by-laws <input type="checkbox"/> 43 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 44 document disclosing a change in boundaries <input type="checkbox"/> 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)

WARNINGS

- Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

If you think that any of these matters affects the property, tell your solicitor.
- A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
- If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
- If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
- The purchaser will usually have to pay stamp duty on this contract. ~~The sale will also usually be a vendor duty transaction.~~ If duty is not paid on time, a party may incur penalties.
- If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
- The purchaser should arrange insurance as appropriate.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal or mediation (for example mediation under the Law Society Mediation Guidelines).

AUCTIONS

Regulations made under the Property Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

1 Real Estate Agents

The Purchaser was not introduced to the property or the Vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendors agent, if any, specified in this contract). The Purchaser will indemnify the Vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the Purchaser and against all claims and expenses for the defence and determination of such a claim made against the Vendor. This right continues after completion

2 Notice to complete

2.1 Despite any rule of law or equity to the contrary, the Vendor and the Purchaser agree that any notice to complete under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.

2.2 In the event that the Vendor issues a notice to complete pursuant to 2.1 then the Purchaser agrees to pay the sum of \$200.00 plus GST to the Vendor's solicitor on completion to reimburse the Vendor for the cost of issuing the notice to recover any other damages.

3 Condition of property

The Purchaser accepts the property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the Purchaser cannot make a claim or requisition or rescind or terminate in this regard.

4 Capacity

Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (and if more than one person comprises that first party then any one of them) prior to completion:

4.1 dies or becomes mentally ill, then the other party may rescind this contract by written notice to the first party's conveyancer and thereupon this contract will be at an end and the provisions of clause 19 apply; or

4.2 Being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.

5 Late completion

Provided that the Vendor is ready, willing and able to give title to the Purchaser, if this contract is not completed for any reason (other than the Vendor's default) on or before the completion date then in addition to any other right which the Vendor may have under this contract or otherwise the Purchaser will on completion of this contract pay to the Vendor interest on the balance of the purchase price at the rate of 10% per annum calculated on daily balances, commencing on the completion date and continuing until completion of this contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

6 GST

The Purchaser warrants that the property will be used predominately for residential accommodation. The Purchaser will indemnify the Vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.

7 Claims by the Purchaser

7.1 Notwithstanding the provisions of clauses 6 and 7 hereof, the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of clauses 7 and 8 hereto entitling the Vendor to rescind this contract.

8 Deposit Bond

In the event of the Vendor accepting the payment of the deposit by way of a bond, the following shall apply;

(i) The expression "Bond" in this contract means a Deposit Guarantee Bond issued to the Vendor at the request of the Purchaser by a Guarantor (either named in this contract or otherwise agreed between the Vendor and the Purchaser).

(ii) The delivery to the Vendor's Solicitor of a Bond which binds the Guarantor to the Vendor shall, subject to (a) and (b) of this sub-clause be deemed for the purposes of this contract to be payment of the guaranteed amount at the time of such delivery on account of the deposit to the person or persons nominated in the contract to receive the deposit, and the following provisions shall apply: -

(a) On completion of this Contract or at such other time as may be provided for the deposit to be accounted for to the Vendor, the Purchaser shall pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque; or

(b) If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit, then such service shall operate as a demand upon the Purchaser for payment forthwith of the deposit (or so much thereof as has not been paid) and upon failure of the Purchaser to pay the same within two (2) clear business days of service of such notice the Vendor shall be entitled to demand payment from the Guarantor in accordance with the provisions of the Bond, and the provisions of this Contract in relation to the deposit shall then apply as though this Contract had just been made

and required payment of the deposit within two (2) clear business days of demand on the Guarantor.

9 Requisitions on Title

9.1 The Purchaser agrees that the only form of general Requisitions on the title the Purchaser may make pursuant to Clause 5 of the contract shall be in the form annexed hereto.

9.2 The Purchaser acknowledge that these Requisitions on title must be served on the Vendor in accordance with Clause 5 of the contract.

10 Mine Subsidence

The Purchaser may rescind this contract if the owner of the improvements on the land is not entitled, as at the date of this Contract, to claim compensation from the Mine Subsidence Board in respect of any damage to the land and/or improvements arising from mine subsidence, and written communication from the Mine Subsidence Board to that effect shall be conclusive for the purposes of this condition.

11 Notwithstanding any other provision in this Contract for Sale, in the event that the title is Limited Title but not Qualified Title, the Vendor shall be under no obligation to provide to the Purchaser any Abstract of Title or Old System Documents in relation to the subject property.

12 Deposit

12.1 The parties acknowledge that the deposit is 10% of the purchase price and it is an essential term of this Contract that the Purchaser pays the deposit to the Vendor as follows:

- 12.1.1 as to 0.25% of the purchase price on the date of this Contract; and
- 12.1.2 as to the balance of the deposit remaining to make up 10% of the price on or before 5.00pm on the 5th business day after the date of this Contract.

12.2 If the Contract is terminated in circumstances which entitle the Vendor to have the deposit forfeited to them, the balance of the deposit will become immediately due and payable by the Purchaser to the Vendor.

13. General Warranties

13.1 The provisions set out in this contract contain the entire agreement between the parties as at the date of this Contract notwithstanding and negotiations or discussions held, or any documents signed or brochures produced prior to the date of this contract.

13.2 The Purchaser agrees that in entering this Contract the Purchaser is relying upon his own enquiries relating to and inspection of the property.

13.3 The Purchaser agrees that in entering this Contract the Purchaser has not relied upon any conduct, warranty or representation made by or on behalf of the Vendor except those that are expressly provided in this Contract.

13.4 Without limiting the generality of Clause 33.3, the Purchaser agrees that neither the Vendor nor any person on behalf of the Vendor, has made any representation or warranty upon which the Purchaser relies as to the fitness or suitability for any particular purpose of the property or of any financial return or income to be derived from the property.

14. The Vendor does not warrant that any swimming pool (including any swimming pool fencing) on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the Regulations prescribed under that Act or any other Act or Regulations relating to swimming pools all of which are referred to as the "Swimming Pool Legislation".

The Purchaser shall not be entitled to make any objection, requisition or claim for compensation should it be established that the swimming pool and swimming pool fencing does not comply with the provision of the Swimming Pool Legislation.

Clause 11.1 of the Contract is amended to the extent that it is the Purchaser who shall comply with any Notice or Order made by the Local Council or other Statutory Authority relating the swimming pool and swimming pool fencing whether or not such Notice was given or Order was made prior to the date hereof.

15. The vendor and the purchaser agree that the clauses of the printed form of Contract are amended as follows:

15.1 Clause 16.5 – delete "plus another 20% of that fee".

16. The parties acknowledge and agree that the execution of this Contract by the parties may be effected by the use of either facsimile or photocopies signatures (hereinafter called "the manner of the parties execution of the Contract").

The parties agree that they shall not make any requisition, objection or claim (whether for compensation or not), nor claim any right to terminate or rescind this Contract, or delay the completion of this Contract due to the manner of the parties execution of the Contract.

The parties agrees to provide to the other parties a counterpart of this Contract containing the original signatures of the parties (hereinafter called "the further counterpart of the Contract") within ten (10) days after the date of this Contract.

The parties further acknowledge and agree that the further counterpart of the Contract shall bear the date of this Contract (hereinafter called "the date of the further counterpart of the Contract").

The parties further agree that they shall not make any requisition, objection or claim (whether for compensation or not), nor claim any right to terminate or rescind this Contract, or delay the completion of this Contract due to the date of the further counterpart of the Contract.

17. The Vendor warrants that all contractual and statutory charges shall be paid within the time required for payment by any such authority. For the purpose of adjustment and in the event that separate assessments have not issued, adjustments shall be effected on a paid basis and apportioned on the following allowances:

- a) Lake Macquarie City Council \$1,000.00 per annum;
- b) Hunter Water Corporation \$150.00 per billing cycle.

18. Completion of this Contract is subject to registration of a Plan of Sub-division (herein "the Plan") in accordance with Annexure A hereto or such further and/or other plan by the Land and Property Information Service within eighteen (18) months from the date of this Contract, and in amplification of the foregoing it is expressly agreed and declared that:

- (a) the Purchaser shall not be entitled to make any objection requisition or claim in respect of:
 - (i) any minor variation as regards the property and the similar or like parcel in the Plan as finally approved and registered, provided however, that any such minor variation shall have been required by the Council, any other public or statutory authority or by the Land and Property Information Service for the purposes of or in connection with the approval and registration of the Plan;
 - (ii) any minor variation or alteration, being a variation (increase or decrease) in size which exceeds 3%, which may be required by the Council, any other public or statutory authority or by the Land and Property Information Service in the size or location of any lot in the Plan (other than the property agreed to be sold) for the purposes of or in connection with the approval and registration of the Plan;
 - (iii) the creation or the absence of the creation of any easement for drainage along or in the general position of the natural water-courses shown on the Plan;
- (b) The Vendor shall take all reasonable steps to obtain approval for and registration of the Plan of subdivision on or before the expiry of eighteen (18) months from the date of this Contract. If the Plan is not approved and registered within that time, either party may before registration of the Plan rescind this Contract by serving written notice whereupon the provisions of Clause 19 shall apply;
- (c) The Vendor will use reasonable effort to obtain approval and registration of the Plan within the time referred to above but shall not be obliged to institute any proceedings by way of appeal against the Council's decision or the Council's failure to make a decision.

19. **Completion shall be the later of the following:**

- (a) on or before 14 days of service of notification of registration of the Plan on the Purchaser's solicitor; or
- (b) 28 days from the date of exchange of the Contract.

20. **Development Consent, Easements and Restrictions on Title**

Attached to this Contract is a copy of the development consent granted by the Lake Macquarie City Council for the sub-division. The vendor shall create such easements and/or restrictions on title as required by the development consent. The purchaser shall not raise any objection, requisition or claim for compensation, nor shall the purchaser be entitled to delay settlement in respect of any such easement as required by the development consent.

EVANS & WISLANG

SOLICITORS & CONVEYANCERS

PO BOX 93
KOTARA NSW 2289

2 PRINCETON AVENUE
KOTARA NSW 2289

RE: Krigus Pty Limited Proposed Sale

PROPERTY: Paddock Close, Elermore Vale

1.	In these requisitions "property" means land together with improvements and fixtures, "land" means land without improvements and fixtures, "improvements" means improvements and fixtures.
2.	When the transaction between our clients is a mortgage, these requisitions should apply by substituting "mortgagor" for "Vendor" and "mortgagee" for "Purchaser".
3.	The replies provided will be regarded as remaining correct and applicable up to the date of the completion of the transaction between our respective clients. If you become aware before completion that any of these replies are inaccurate, you will undertake to inform us of that fact before completion and to furnish in writing the reply considered by you to be appropriate.
4.	At the time of completion the Vendor is to be seised or registered as proprietor in fee simple free from all covenants, encumbrances and caveats except that all mortgages and charges (if any) to be discharged at or prior to completion.
5.	Rates, taxes and similar periodical payments are to be paid at the time of completion and apportionment made.
6.	If the Contract so provides vacant possession is to be given on completion, otherwise notices to Tenants under the Tenant and Landlord Act are to be handed over on completion.
7.	Searches, survey and inspections must result satisfactorily.
8.	If the land is under the Real Property Act, Section 57 of the Conveyancing Act must be complied with otherwise subsection 2(e) of Section 53 of the Conveyancing Act must be complied with and all deeds and documents relating solely to the subject land handed over on settlement.
9.	<p>Has the Vendor notice or is he aware of:</p> <ul style="list-style-type: none"> a. Any resumption of compulsory acquisitions affecting the land or of any proposal to do so; b. Any liability or order under the Dividing Fences Act 1991 or any notice to or by the Vendor thereunder or application pending in respect thereof; c. Any requirements of or work performed or being performed or proposed by any Local Government, Water & Sewerage, Public Health, Pastures Protection Board or other component authority which would involve the performance of work or the expenditure of money in connection with the land sold; d. Any prohibition of or restrictions as to the use of the land by virtue of closing order statute, proclamation or otherwise; e. Any statutory charge or sum of money recoverable from the owner for the time being of the land (eg, for curbing and guttering); f. The proposed performance of any work or works which would give rise to any such charge of sum of money as is referred to in paragraph (e); g. Any easement, drain, profit, encumbrance or legal charge affecting the subject land and not disclosed by the Certificate or Abstract of Title; h. Any restrictive covenants affecting the subject land and not disclosed by the Certificate of Abstract of Title; i. Any Mining Authority or Mining Lease or application therefore affecting the subject land; j. Any realignment of the street to which the subject land has frontage; k. Any pending suit reacting to the title of the subject land or other claim adverse to that of the Vendor; l. Anything in the nature of a nuisance affecting the subject land; m. The land being affected by Section 40 of the Housing Act; n. Any adverse possession or occupation of the land or any part thereof; o. Any encroachments by or upon the subject land; p. Any notice or requirement of any statutory or public authority affecting the land or improvements thereon which have not been complied with.
10.	<p>a. Is the Vendor liable to render a return for State Land Tax purpose? If so, has the last return due been rendered?</p> <p>b. Is the Vendor liable to pay State Land Tax? If so, has tax been assessed and paid in respect</p>

	of land held at 31 December last?
11.	Is the Vendor under any disability by reason of infancy, bankruptcy or otherwise howsoever.
12.	When and where may the title deeds be inspected?
13.	Has the Vendor (1) a survey certificate and/or (2) Building Certificate that he will hand over on loan pending completion.
14.	Is the Vendor aware of any latent defect in the subject land which prevents or diminishes reasonable use thereof and in particular whether any covered drain sewer or water channel intersects the subject land?
15.	Has any relevant Plan of Subdivision been approved and registered?
16.	Is the Vendor aware of any agreement with or conditions imposed by any town or county planning authority providing for a building to be demolished wholly or partly without compensation or providing for restricted compensation for injury caused by any town or county planning scheme or in any way affecting the land or any improvements thereon or the user thereof?
17.	Are there any outstanding liabilities to the Water and Sewerage authority for sewerage connections or similar work?
18.	Are the water, sewerage, drainage and gas connections wholly within the boundaries of the subject land? If not, appropriate assignable rights to retain same in their existing position must be evidenced and assigned to the Purchaser.
19.	Are there any continuing breaches of Water and Sewerage By-laws (eg discharge of roof water into sewer) or of the Local Government Building Ordinances?
20.	Has the Vendor cause to be made, or is he aware, of any: <ul style="list-style-type: none"> a. Improvement to the land; or b. Additions or alterations to any improvements on the land or; c. Connections or installations, including water, sewerage, drainage, gas or electricity without the consent of the relevant authorities where such consent is required?
21.	<ul style="list-style-type: none"> a. Does the property lie within a Mine Subsidence District under the provisions of the Mines Subsidence Compensation Act, 1961? b. Does the property form part of a subdivision of land with a Mine Subsidence District affected since 1 July 1961? c. Does the property form part of a subdivision of land affected prior to 1 July 1961, within a district proclaimed under the Mines Subsidence Act? d. If the property lies within a Mines Subsidence District have any improvements (whether or not requiring the consent of the Local Council) been erected since 1 July 1961? e. If the answer to b, c and/or d is in the affirmative we must be satisfied that the approval of the Mine Subsidence Board was obtained and that the owner complied with any conditions or requirements imposed by the Board or the relative Act. f. <ul style="list-style-type: none"> i. Was a conditional right to insure improvements erected prior to 1 July 1961, granted by the Mines Subsidence Board? ii. If so, has the owner or his predecessor in title complied with the conditions imposed by the Board? g. Is the Vendor aware of any claim in respect of the subject property having been made under the Mine Subsidence Compensation Act, 1961?
22.	Are there any goods, fittings or fixtures which are attached to the subject land sold which are subject to any hire purchase agreement, or not owned by the Vendor for any other reason?
23.	Is any wall a party wall? If so, the benefit of any agreement relating thereto must be assigned to the Purchaser.
24A	<ul style="list-style-type: none"> a. If the subject property is a "dwelling" within the Home Building Act, 1989, was any building work commenced on the land between 2nd April, 1973 and 20th March, 1990? b. If so, please supply the name, address and licence number of the builder.
24B	<ul style="list-style-type: none"> a. Was any residential building work done on the land on or after 20th March, 1990 and on or before 30th April 1997? b. If so, please supply details of the insurance protection which covers such work pursuant to Part 6 of the Home Building Act, 1989.
24C	<ul style="list-style-type: none"> a. Has any residential building work been done on the land on or after 1st May, 1997 pursuant to a Contract entered into on or after that date? b. If so: <ul style="list-style-type: none"> I. Please provide a certified copy of the Contract (s7(a)); II. Please provide a certified copy of the Certificate of insurance (Part 6); III. Has there been any breach of statutory warranties (s18B)? If so, please provide full details. IV. Has the Vendor or any predecessor in title sought enforcement of any statutory warranty? If so, please provide full details.
25.	Does the Vendor consider himself entitled to remove any of the fittings and fixtures in and about the

	property including stoves, copper, light fittings, shades, globes, fly-proof doors or windows, clothes lines, TV antenna or similar fittings?
26.	<p>If the subject property includes a swimming pool:</p> <p>a. Was its construction commenced before or after 1 August 1992?</p> <p>b. Has the construction of the swimming pool been approved under the Local Government Act 1919? If so, please supply details of such approval.</p> <p>c. Are the access requirements specified in the Swimming Pools Act, 1992 and the Regulations under such Act complied with in respect of the swimming pool?</p> <p>d. Is any safety fence of the swimming pool (under the Swimming Pools Act, 1992 and Regulations) also (in whole or in part) a dividing fence of the property under the Dividing Fences Act 1991?</p> <p>e. Has the Vendor a certificate under Section 24(1) of the Swimming Pools Act, 1992 in respect of the swimming pool that he will and over on loan pending completion?</p>
27	<p>a. Was the property the subject of a registered Lease under Section 5A of the Landlord and Tenant (Amendment) Act, 1948 as at 1 January 1969?</p> <p>b. What are the nature and extent of the rights of the person(s) in possession of the subject property?</p> <p>c. If the Vendor asserts possession by the tenant then the following must be answered:</p> <p>I. Who is the tenant and what are the rental and the terms of the tenancy?</p> <p>II. If the premises comprise a residence or if a residence is the subject of a separate tenancy, has any "wealthy tenant" procedure been commenced against the tenant?</p> <p>III. Who resides with the name tenant in the subject premises (particulars of relationship and age are to be given if known).</p> <p>IV. Will the Vendor hand over his last Valuer General Valuation of the subject property?</p> <p>V. Any 17A agreement relevant to the tenancy should be handed over on completion.</p> <p>VI. Is the property affected by any order of or applicable to the Fair Rents Board? If so, give dates and details.</p> <p>VII. What was the rent payable on 1 January 1969?</p>
28.	Particulars of tenancies (including date of commencement) to be handed over and original handed over on settlement.
29.	Is the Vendor aware of any defects in any retaining walls.
30.	Has any order or any application for an order been made under the Trees (Disputes Between Neighbours) Act 2006 which requires work to be carried out in relation to any tree on the property?

Information Provided Through
LEAP Searching
Ph. 1800 738 532 Fax. 1800 738 533

Title Search

LEAP Searching
An Approved LPI NSW
Information Broker

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 17/1055166

SEARCH DATE	TIME	EDITION NO	DATE
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8/9/2011	11:40 AM	3	3/11/2006

LAND

LOT 17 IN DEPOSITED PLAN 1055166
AT ELERMORE VALE
LOCAL GOVERNMENT AREA LAKE MACQUARIE
PARISH OF KAHIBAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1055166

FIRST SCHEDULE

KRIGUS PTY LIMITED

(T AC715458)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A376745 COVENANT
- 3 A376745 LAND EXCLUDES MINERALS
- 4 DP1055166 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 AC715459 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

00030562

PRINTED ON 8/9/2011

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. Leap Searching an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B (2) of the Real Property Act 1900.

positive comments... variations on the line of road...

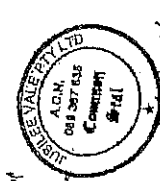
JOHN PLAN MACARIE PRICE by his Attorney William West Book 1288 No. 197.

Matthew
 JOHN PLAN MACARIE
 Director

John Macarie
 JOHN PLAN MACARIE
 Director

John Macarie
 JOHN PLAN MACARIE
 Director

John Macarie
 JOHN PLAN MACARIE
 Director



The Commissioner of Jubilee Valley Pty Ltd. 108 St. George's Road, North Brisbane, Queensland. In the presence of:

Denis Roberts
 DENIS ROBERTS
 DIRECTOR

Leo Paul Schall
 LEO PAUL SCHALL
 DIRECTOR

Crown Lands Office Approval

PLAN Approved: _____

Land Grant: _____

Power In: _____

Field Book: _____

Subdivision Certificate

I hereby declare the contents of this plan to be true and correct and that the same are in accordance with the provisions of the Subdivision Act 1988 and the provisions of the plan.

Witness my hand and seal this _____ day of _____ 2004.

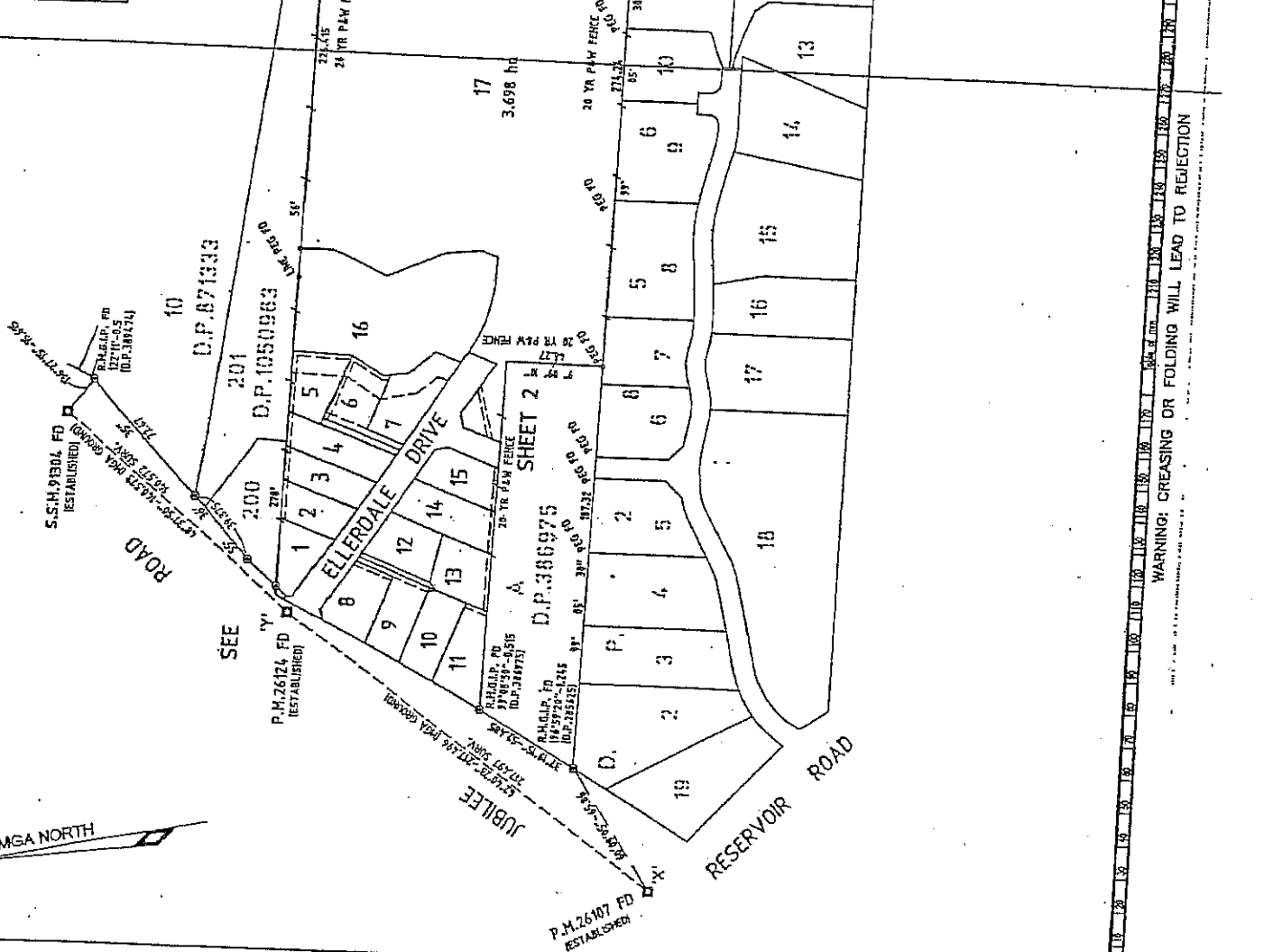
John Macarie
 JOHN PLAN MACARIE
 Director

Leo Paul Schall
 LEO PAUL SCHALL
 Director

THIS REFERENCE TO 034 CHECKLIST

DP1055166	Registered: 14-10-2004
Title System: TORRENS	Purpose: SUBDIVISION
Ref. Map: U5450-3#	Last Plan: DP 282887
PLAN OF SUBDIVISION OF LOT 1 D.P. 382587 AND PT 28 D.P. 6679	
Lengths are in metres. Reduction Ratio 1:1500	
L.C.A.: LAKE MACQUARIE CITY	
Locality: ELERHORE VALE	
Parish: KAHIBAH	
County: NORTHUMBERLAND	
This is sheet 1 of my plan in 2 sheets (Details if applicable)	
Survey Geometric Survey (Practical) Appendix 201	
1. MARK ANTIPODY BEID	
2. D.P. 1055166	
3. D.P. 382587	
4. D.P. 6679	
5. D.P. 282887	
6. D.P. 285675	
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100. D.P. 285675	

MARK	N.G.A. CO-ORDINATES	UNDER CLASS
PA.2107	374 785.743	0 308 145.230 U
PA.2108	374 813.131	0 308 305.106 U
PA.2109	374 840.519	0 308 460.082 U
PA.2110	374 867.907	0 308 615.058 U
PA.2111	374 895.295	0 308 770.034 U
PA.2112	374 922.683	0 308 925.010 U
PA.2113	374 950.071	0 309 080.086 U
PA.2114	374 977.459	0 309 235.062 U
PA.2115	375 004.847	0 309 390.038 U
PA.2116	375 032.235	0 309 545.014 U
PA.2117	375 059.623	0 309 700.090 U
PA.2118	375 087.011	0 309 855.066 U
PA.2119	375 114.399	0 310 010.042 U
PA.2120	375 141.787	0 310 165.018 U
PA.2121	375 169.175	0 310 320.094 U
PA.2122	375 196.563	0 310 475.070 U
PA.2123	375 223.951	0 310 630.046 U
PA.2124	375 251.339	0 310 785.022 U
PA.2125	375 278.727	0 310 940.098 U
PA.2126	375 306.115	0 311 095.074 U
PA.2127	375 333.503	0 311 250.050 U
PA.2128	375 360.891	0 311 405.026 U
PA.2129	375 388.279	0 311 560.002 U
PA.2130	375 415.667	0 311 715.078 U
PA.2131	375 443.055	0 311 870.054 U
PA.2132	375 470.443	0 312 025.030 U
PA.2133	375 497.831	0 312 180.006 U
PA.2134	375 525.219	0 312 335.082 U
PA.2135	375 552.607	0 312 490.058 U
PA.2136	375 580.095	0 312 645.034 U
PA.2137	375 607.483	0 312 800.010 U
PA.2138	375 634.871	0 312 955.086 U
PA.2139	375 662.259	0 313 110.062 U
PA.2140	375 689.647	0 313 265.038 U
PA.2141	375 717.035	0 313 420.014 U
PA.2142	375 744.423	0 313 575.090 U
PA.2143	375 771.811	0 313 730.066 U
PA.2144	375 799.199	0 313 885.042 U
PA.2145	375 826.587	0 314 040.018 U
PA.2146	375 853.975	0 314 195.094 U
PA.2147	375 881.363	0 314 350.070 U
PA.2148	375 908.751	0 314 505.046 U
PA.2149	375 936.139	0 314 660.022 U
PA.2150	375 963.527	0 314 815.098 U
PA.2151	375 990.915	0 314 970.074 U
PA.2152	376 018.303	0 315 125.050 U
PA.2153	376 045.691	0 315 280.026 U
PA.2154	376 073.079	0 315 435.002 U
PA.2155	376 100.467	0 315 590.078 U
PA.2156	376 127.855	0 315 745.054 U
PA.2157	376 155.243	0 315 900.030 U
PA.2158	376 182.631	0 316 055.006 U
PA.2159	376 210.019	0 316 210.082 U
PA.2160	376 237.407	0 316 365.058 U
PA.2161	376 264.795	0 316 520.034 U
PA.2162	376 292.183	0 316 675.010 U
PA.2163	376 319.571	0 316 830.086 U
PA.2164	376 346.959	0 316 985.062 U
PA.2165	376 374.347	0 317 140.038 U
PA.2166	376 401.735	0 317 295.014 U
PA.2167	376 429.123	0 317 450.090 U
PA.2168	376 456.511	0 317 605.066 U
PA.2169	376 483.899	0 317 760.042 U
PA.2170	376 511.287	0 317 915.018 U
PA.2171	376 538.675	0 318 070.094 U
PA.2172	376 566.063	0 318 225.070 U
PA.2173	376 593.451	0 318 380.046 U
PA.2174	376 620.839	0 318 535.022 U
PA.2175	376 648.227	0 318 690.098 U
PA.2176	376 675.615	0 318 845.074 U
PA.2177	376 703.003	0 319 000.050 U
PA.2178	376 730.391	0 319 155.026 U
PA.2179	376 757.779	0 319 310.002 U
PA.2180	376 785.167	0 319 465.078 U
PA.2181	376 812.555	0 319 620.054 U
PA.2182	376 839.943	0 319 775.030 U
PA.2183	376 867.331	0 319 930.006 U
PA.2184	376 894.719	0 320 085.082 U
PA.2185	376 922.107	0 320 240.058 U
PA.2186	376 949.495	0 320 395.034 U
PA.2187	376 976.883	0 320 550.010 U
PA.2188	377 004.271	0 320 705.086 U
PA.2189	377 031.659	0 320 860.062 U
PA.2190	377 059.047	0 321 015.038 U
PA.2191	377 086.435	0 321 170.014 U
PA.2192	377 113.823	0 321 325.090 U
PA.2193	377 141.211	0 321 480.066 U
PA.2194	377 168.599	0 321 635.042 U
PA.2195	377 195.987	0 321 790.018 U
PA.2196	377 223.375	0 321 945.094 U
PA.2197	377 250.763	0 322 100.070 U
PA.2198	377 278.151	0 322 255.046 U
PA.2199	377 305.539	0 322 410.022 U
PA.2200	377 332.927	0 322 565.098 U



RESERVATIONS to the Crown as contained in the original Grant or Grants and also
noted in the said Certificate of Title.

In witness whereof the Common Seal of the NEWCASTLE WALLSEND COAL
COMPANY was hereto affixed at Sydney the Fourth day of April
in the year of our Lord one thousand nine hundred and eighteen

The Common Seal of the NEWCASTLE
WALLSEND COAL COMPANY was
hereto affixed by order of the
Directors present at and forming a
Board of Directors of the said Company
in the presence of

Miss Taylor

Secretary.

Harvey
F. J. Smith
Thos. G. Lay
John J. Keragh
Mark Haw

Transferrors.

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the said

J. E. Payne

~~JOHN STUART POYNER~~
WHO IS PERSONALLY KNOWN TO ME

Transferor.

John St. Poyner
Solicitor
Newcastle

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at _____, the
day of _____, one thousand nine hundred and

the attesting witness to this instrument, and declared that he personally knew
the person signing the same, and whose signature thereto he has attested; and that the
name purporting to be such signature of the said

_____ is his own handwriting, and that he was of
sound mind, and freely and voluntarily signed the same.

A376745 Memorandum of Transfer of

3ac 3x36 per Lot 1
 3ac 3x10 per Lot 8
 3ac 1x55 per Lot 20 } on 9th Dec 1979

Shire of Lake Macquarie
 20 Kabubah, Northumberland

Reserving coal &c
 Subject to covenant

James H. Willand Coal Company
 Perthshire

John Edward Payne Transferree

Particulars entered in the Register Book, Vol. 2548
 Folio 64

at 9th day of May, 1918
 at 10 o'clock

At the Court Room
 J. Reliance Registrar General
 9 MAY 1918
 SYDNEY



	DATE	INITIALS
SENT TO SURVEY BRANCH	23/4/18	[initials]
RECEIVED FROM RECORDS	24/10/18	[initials]
DRAFT WRITTEN	26/4/18	[initials]
DRAFT EXAMINED	27/4/18	[initials]
DIAGRAM COMPLETE	11/5/18	[initials]
DIAGRAM SIGNED	14/5/18	[initials]
DEPT. RECORDED		
RECEIVED RECORDS BRANCH		
RECEIVED RECORDS BRANCH		
RETURNED FROM RECORDS		
CERTIFICATE FORWARDED		
DEPT. OF ENCLOSURES	27/1918	[initials]
DEP. REGISTRAR GENERAL		

M. B. Tol 12/5/18
 R. J. Tol 2/6/18

Lodged by
 (Name) J. W. WALKER
 (Address) SYDNEY
 Buss & Coker
 SOLICITORS
 SYDNEY

2845 18

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OF PROFITS OR PRENDRE INTENDEDE TO BE CREATED OR RELEASED AND OF RESTRICTION ON THE USE OF LAND OR POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCE ACT 1991.

Lengths are in Metres

(Sheet 1 of 12 Sheets)

DP1055166

Full name and address of Proprietor of the Land:

Plan of Subdivision of Lot 1 DP 382587 and PT 28 DP 8479 covered by Subdivision Certificate No. D 01-175.

Quality Civil Developments Pty Limited A.C.N 094 418 621 of Unit 3/71 Mitchell Road Cardiff NSW 2285

Jubilee Vale Pty Limited A.C.N 089 367 635 of 28 Hawkes Head Way, Lakelands NSW 2282

PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement profit a prendre, restriction or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of Carriageway 2.25 wide and Variable	9	10,13
	"	10	9,13
	"	13	9,10
2	Easement for Services 2.25 wide	9	10,13
	"	10	9,13
	"	13	9,10
3	Right of Carriageway 3.0 wide	6	5
	"	5	6
4	Easement for Services 3.0 wide	6	5
	"	5	6
5	Positive Covenant	5-7 incl.	Lake Macquarie City Council
6	Easement to Drain Water 2.0 wide	11,13,14,15,17	10
	"	13,14,15,17	11
	"	14,15,17	13
	"	15,17	14
	"	17	15
	"	8	9
	"	2,3,4,5,6	1

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OF PROFITS OR PRENDRE INTENDEDE TO BE CREATED OR RELEASED AND OF RESTRICTION ON THE USE OF LAND OR POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCE ACT 1991.

Lengths are in Metres

(Sheet 2 of 12 Sheets)

DP1055166

Plan of Subdivision of Lot 1 DP 382587 and PT 28 DP 8479 covered by Subdivision Certificate No. 001-175

Full name and address of Proprietor of the Land:

Quality Civil Developments Pty Limited A.C.N 094 418 621 of Unit 3/71 Mitchell Road Cardiff NSW 2285

Jubilee Vale Pty Limited A.C.N 089 367 635 of 28 Hawkes Head Way, Lakelands NSW 2282

	"	3,4,5,6	2
	"	4,5,6	3
	"	5,6	4
	"	6	5
	"	6	7
7	Restriction on Use of Land	8-10 incl.	Lake Macquarie City Council
8	Positive Covenant	5-7 incl.	Lake Macquarie City Council
9	Restriction on Use of Land	1-15 incl.	1-15 incl.
10	Restriction on Use of Land	1-4 incl.	Lake Macquarie City Council
11	Restriction on Use of Land	5	∅ Lot 21 DP 1042067

∅ LOTS 200 & 201 / DP 1050963.

PART 2 (TERMS)

TERMS OF EASEMENT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Terms set out in Part 1 of the Schedule 4A of the Act.

Any release variation or modification of this right of carriageway shall be made in all respects at the cost and expense of the persons or authority requesting the same.

TERMS OF EASEMENT SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Terms set out in Part 9 of the Schedule 4A of the Act.

Any release variation or modification of this easement shall be made in all respects at the cost and expense of the persons or authority requesting the same.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OF PROFITS OR PRENDRE INTENDEDE TO BE CREATED OR RELEASED AND OF RESTRICTION ON THE USE OF LAND OR POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCE ACT 1991.

Lengths are in Metres

(Sheet 3 of 12 Sheets)

DP1055166

Plan of Subdivision of Lot 1 DP 382587
and PT 28 DP 8479 covered by
Subdivision
Certificate No. D01-175

Full name and address of
Proprietor of the Land:

Quality Civil Developments Pty
Limited A.C.N 094 418 621 of Unit
3/71 Mitchell Road Cardiff NSW
2285

Jubilee Vale Pty Limited A.C.N 089
367 635 of 28 Hawkes Head Way,
Lakelands NSW 2282

TERMS OF RIGHT OF CARRIAGEWAY THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Terms set out in Part 1 of the Schedule 4A of the Act.

Any release variation or modification of this right of carriageway shall be made in all respects at the cost and expense of the persons or authority requesting the same.

TERMS OF EASEMENT FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Terms set out in Part 9 of the Schedule 4A of the Act.

Any release variation or modification of this easement shall be made in all respects at the cost and expense of the persons or authority requesting the same.

TERMS OF POSITIVE COVENANT FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

(a) The person or company who is the proprietor from time to time of any burdened lot must maintain a ten (10) metre wide "Fuel Free Zone" having the meaning within the document entitled "Planning for Bush Fire Protection" published by the Department of Bush Fire Services or elsewhere defined from time to time, along the eastern boundary of the burdened lot, and as a minimum:

(i) undergrowth and grass must be regularly slashed or mowed,

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OF PROFITS OR PRENDRE INTENDEDE TO BE CREATED OR RELEASED AND OF RESTRICTION ON THE USE OF LAND OR POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCE ACT 1991.

Lengths are in Metres

(Sheet 4 of 12 Sheets)

DP1055166

Plan of Subdivision of Lot 1 DP 382587
and PT 28 DP 8479 covered by
Subdivision
Certificate No. D01-175

Full name and address of
Proprietor of the Land:

Quality Civil Developments Pty
Limited A.C.N 094 418 621 of Unit
3/71 Mitchell Road Cardiff NSW
2285

Jubilee Vale Pty Limited A.C.N 089
367 635 of 28 Hawkes Head Way,
Lakelands NSW 2282

- (ii) material which is capable of being set alight by bushfire must not be allowed to accumulate and must be removed regularly, and
- (iii) no habitable building or other combustible structures shall be erected or allowed to remain erected.

TERMS OF EASEMENT SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Terms set out in Part 3 of Schedule 4A of the Act.

Any release variation or modification of this easement shall be made in all respects at the cost and expense of the persons or authority requesting the same.

TERMS OF RESTRICTIONS ON USE OF LAND SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

- (a) No vehicular access is permitted from Jubilee Road to any burdened Lot.

Any release variation or modification of this Restriction on Use of Land shall be made in all respects at the cost and expense of the persons or authority requesting the same.

TERMS OF POSITIVE COVENANT EIGHTLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

- (a) All buildings erected on any lot burdened and which will be permitted to remain erected on any lot burdened must be constructed in compliance with Australian Standard AS.3959-1999 (Construction of buildings in bushfire prone areas).

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OF PROFITS OR PRENDRE INTENDEDE TO BE CREATED OR RELEASED AND OF RESTRICTION ON THE USE OF LAND OR POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCE ACT 1991.

Lengths are in Metres

(Sheet 5 of 12 Sheets)

DP1055166

Plan of Subdivision of Lot 1 DP 382587
and PT 28 DP 8479 covered by
Subdivision
Certificate No. 001 - 175

Full name and address of
Proprietor of the Land:

Quality Civil Developments Pty
Limited A.C.N 094 418 621 of Unit
3/71 Mitchell Road Cardiff NSW
2285

Jubilee Vale Pty Limited A.C.N 089
367 635 of 28 Hawkes Head Way,
Lakelands NSW 2282

- (b) The Person or Company who is the Proprietor from time to time of any burdened lot must erect and maintain a one point eight (1.8) metre metal fence along the eastern boundary of the burdened lot.

TERMS OF RESTRICTIONS ON USE OF LAND NINETHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

- (a) For a period of three (3) years only following the date of registration of this instrument no building works or building shall be commenced, erected or be permitted to be commenced or remain erected on any lot burdened without the detailed plans, elevations and position having first been submitted to and approved of in writing by Quality Civil Developments Pty Limited and Jubilee Vale Pty Limited (herein called the "Developers") or qualified architect nominated the Developers who shall (at the expense of the Developers) promptly and without undue delay peruse and consider the said building plans, elevations and specifications in relation to the external appearance and position only of the proposed building and shall have an absolute discretion to refuse or give approval subject to conditions, without being obliged to furnish reasons for any such decision or conditions.
- (b) Not more than one main building shall be erected on any lot burdened and such main building shall only be used for single residential dwelling purposes PROVIDED ALWAYS HOWEVER that where the Lake Macquarie City Council "Granny Flat" Policy permits the erection of a "granny flat" on any lot burdened then such a "granny flat" may only be erected in addition to the main building on such lot strictly in accordance with the said Policy and that in such cases any and all references in this Instrument to "main building" shall be deemed to include and refer to any such permitted "granny flat".
- (c) No main building shall be erected or be permitted to remain erected on any lot burdened, having an overall floor area of less than one hundred and forty (140) square metres exclusive of car accommodation, external landings and patios.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OF PROFITS OR PRENDRE INTENDEDE
TO BE CREATED OR RELEASED AND OF RESTRICTION ON THE USE OF LAND OR POSITIVE
COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCE ACT
1991.

Lengths are in Metres

(Sheet 6 of 12 Sheets)

DP1055166

Full name and address of
Proprietor of the Land:

Plan of Subdivision of Lot 1 DP 382587
and PT 28 DP 8479 covered by
Subdivision
Certificate No. D01 - 175

Quality Civil Developments Pty
Limited A.C.N 094 418 621 of Unit
3/71 Mitchell Road Cardiff NSW
2285

Jubilee Vale Pty Limited A.C.N 039
367 635 of 28 Hawkes Head Way,
Lakelands NSW 2282

- (d) Unless an enclosed garage is included therewith no main building shall be erected or be permitted to remain erected on any lot burdened without a separate enclosed secure tool storage area having a floor area of not less than six (6) square metres and constructed of materials similar in nature and appearance to the main building on that lot and situated at the building end (as opposed to the street end) of any driveway erected upon that lot.
- (e) For a period of three (3) years following the date of registration of the Plan no metal or similar type of prefabricated "lawn locker" shall be erected or placed or be permitted to remain upon any lot burdened unless it complies with covenant (d) above or otherwise without the written approval of the Developers.
- (f) No building shall be erected or be permitted to remain erected on any lot burdened unless a permanent driveway no more than five point five (5.5) metres wide at the street alignment is constructed provided that only one driveway per lot is constructed and that the final surface of the driveway is finished with materials other than natural uncoloured concrete.
- (g) No building shall be erected or be permitted to remain erected on any lot burdened with a solar hot water service unless the storage tank is located within the building or externally at ground level on the rear elevation of the building.
- (h) No fence shall be erected or be permitted to remain erected on any lot burdened to divide it from any adjoining land owned by Quality Civil Developments Pty Limited or Jubilee Vale Pty Limited without the prior written consent of the Developers but such consent shall not be withheld if such fence is erected without expense to the Developers provided that this restriction shall remain in force only during such time as Quality Civil Developments Pty Limited or Jubilee Vale Pty Limited is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the said Plan whichever is the later.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OF PROFITS OR PRENDRE INTENDEDE
TO BE CREATED OR RELEASED AND OF RESTRICTION ON THE USE OF LAND OR POSITIVE
COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCE ACT
1991.

Lengths are in Metres

(Sheet 7 of 12 Sheets)

DP1055166

Plan of Subdivision of Lot 1 DP 382587
and PT 28 DP 8479 covered by
Subdivision
Certificate No. D01-175

Full name and address of
Proprietor of the Land:

Quality Civil Developments Pty
Limited A.C.N 094 418 621 of Unit
3/71 Mitchell Road Cardiff NSW
2285

Jubilee Vale Pty Limited A.C.N 089
367 635 of 28 Hawkes Head Way,
Lakelands NSW 2282

- (i) No fence on any lot burdened shall be erected or be permitted to remain erected on or within five (5) metres of the street alignment of the street to which the main building has an approved street access without a plan and specification of the proposed fence having first been submitted to and approved of in writing by the Developers who shall (at the Developer's expense) promptly consider the said fencing plans and specifications and shall refuse or give approval to same with or without such conditions as the Developers may in their discretion require having regard to the architectural design of any building erected or to be erected upon that lot.
- (j) No rear or side fence erected on any lot burdened shall be constructed more than one point eight (1.8) metres high.
- (k) No vehicles are to be parked on any lot burdened closer than five (5) metres to the street boundary and no vehicles in excess of a weight of two point five (2.5) tonne shall be allowed to remain permanently parked in the street or parked or garaged on any lot burdened.
- (l) No garage or carport shall be erected or be permitted to remain erected on any lot burdened unless each such garage or carport is constructed under the same roof as the main building erected on such lot burdened.
- (m) No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure. No lot shall be permitted to be, appear or remain in an excavated or quarried state. Without prejudice to other remedies, breach of this condition in respect of any lot burdened shall entitle the Developers to terminate any uncompleted agreement for its sale of such lot.
- (n) No fuel storage tanks (except for oil-heating purposes) shall be placed upon or permitted to remain on any lot burdened.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OF PROFITS OR PRENDRE INTENDEDE TO BE CREATED OR RELEASED AND OF RESTRICTION ON THE USE OF LAND OR POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCE ACT 1991.

Lengths are in Metres

(Sheet 8 of 12 Sheets)

DP1055166

Plan of Subdivision of Lot 1 DP 382587
and PT 28 DP 8479 covered by
Subdivision
Certificate No. D01-175

Full name and address of
Proprietor of the Land:

Quality Civil Developments Pty
Limited A.C.N 094 418 621 of Unit
3/71 Mitchell Road Cardiff NSW
2285

Jubilee Vale Pty Limited A.C.N 089
367 635 of 28 Hawkes Head Way,
Lakelands NSW 2282

- (o) No noxious noisesome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (p) No swimming pool shall be erected or be permitted to remain erected on any lot burdened situated between the main building erected on such lot and any street or road to which that lot has approved access.
- (q) No run off water from any building, impervious surface or other material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through any interallotment drainage system within the easement for drainage shown on the within Plan.

TERMS OF RESTRICTIONS ON USE OF LAND TENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

- (a) No two (2) storey building or dwelling shall be erected or be permitted to remain erected on any burdened lot, having on the second storey of any such building or dwelling, a living room, dining room, family room or external decking area on its northern side.
- (b) No two (2) storey building or dwelling shall be erected or be permitted to remain erected on any burdened lot being closer than three (3) metres from the rear of lots 1, 2 and 3.

TERMS OF RESTRICTION ON USE OF LAND ELEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

- (a) No two (2) storey building or dwelling shall be erected or be permitted to remain erected on any burdened lot, having, on the second storey of any such building or dwelling, a verandah facing the northern allotment boundary.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OF PROFITS OR PRENDRE INTENDEDE TO BE CREATED OR RELEASED AND OF RESTRICTION ON THE USE OF LAND OR POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCE ACT 1991.

Lengths are in Metres

(Sheet 9 of 12 Sheets)

DP1055166

Plan of Subdivision of Lot 1 DP 382587 and PT 28 DP 8479 covered by Subdivision Certificate No. D01 - 175

Full name and address of Proprietor of the Land:

Quality Civil Developments Pty Limited A.C.N 094 418 621 of Unit 3/71 Mitchell Road Cardiff NSW 2285

Jubilee Vale Pty Limited A.C.N 089 367 635 of 28 Hawkes Head Way, Lakelands NSW 2282

Name of Person or Authority empowered to release, vary or modify the Right of Carriageway Firstly referred to in the Plan

The Proprietor for the time being of the benefited lot

Name of Person or Authority empowered to release, vary or modify the Easement Secondly referred to in the Plan.

The Proprietor for the time being of the benefited lot

Name of Person or Authority empowered to release, vary or modify the Right of Carriageway Thirdly referred to in the Plan.

The Proprietor for the time being of the benefited lot

Name of Person or Authority empowered to release, vary or modify the Easement Fourthly referred to in the Plan.

The Proprietor for the time being of the benefited lot

Name of Person or Authority empowered to release, vary or modify the Positive Covenant on Use of Land Fifthly referred to in the Plan.

Lake Macquarie City Council

Name of Person or Authority empowered to release, vary or modify the Easement Sixthly referred to in the Plan

The Proprietor for the time being of the benefited lot

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OF PROFITS OR PRENDRE INTENDEDE TO BE CREATED OR RELEASED AND OF RESTRICTION ON THE USE OF LAND OR POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCE ACT 1991.

Lengths are in Metres

(Sheet 10 of 12 Sheets)

DP1055166

Plan of Subdivision of Lot 1 DP 382587 and PT 28 DP 8479 covered by Subdivision Certificate No. D01-175

Full name and address of Proprietor of the Land:

Quality Civil Developments Pty Limited A.C.N 094 418 621 of Unit 3/71 Mitchell Road Cardiff NSW 2285

Jubilee Vale Pty Limited A.C.N 089 367 635 of 28 Hawkes Head Way, Lakelands NSW 2282

Name of Person or Authority empowered to release, vary or modify the Restriction on Use of Land Seventhly referred to in the Plan.

Lake Macquarie City Council

Name of Person or Authority empowered to release, vary or modify the Positive Covenant Eighthly referred to in the Plan.

Lake Macquarie City Council

Name of Person or Authority empowered to release, vary or modify the Restriction on use of land Ninethly referred to in the Plan.

Quality Civil Developments Pty Limited and Jubilee Vale Pty Limited ("the Developers"), jointly, and it's successors but not its assigns for such period as either of the Developers are the registered proprietor of any land in the Plan or for a period of three (3) years from the date of registration of the Plan whichever is the later and when the Developers no longer have the right to release, vary or modify these restrictions the person have the right to so release, vary or modify these restrictions shall be Lake Macquarie City Council.

The Developers are committed to establishing the land in the Plan as part of a high quality prestige residential subdivision and to maintaining an asthetic and attractive appearance for all buildings and other improvements erected upon the land for the advantage of the proprietors of all lots having the benefit of the restrictions hereby created and for that purpose the Developers shall (at the expense of the applicant) expeditiously, diligently and with due regard and concern for the financial means of such applicant review each application to release vary or modify any restrictive covenant created hereby.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OF PROFITS OR PRENDRE INTENDEDE
TO BE CREATED OR RELEASED AND OF RESTRICTION ON THE USE OF LAND OR POSITIVE
COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCE ACT
1991.

Lengths are in Metres

(Sheet 11 of 12 Sheets)

DP1055166

Plan of Subdivision of Lot 1 DP 382587
and PT 28 DP 8479 covered by
Subdivision
Certificate No. D01-175

Full name and address of
Proprietor of the Land:

Quality Civil Developments Pty
Limited A.C.N 094 418 621 of Unit
3/71 Mitchell Road Cardiff NSW
2285

Jubilee Vale Pty Limited A.C.N 089
367 635 of 28 Hawkes Head Way,
Lakelands NSW 2282

Name of Person or Authority empowered to release, vary or modify the Restriction on
Use of Land Tenthly referred to in the Plan.

Lake Macquarie City Council

Name of Person or Authority empowered to release, vary or modify the Restriction on
Use of Land Eleventhly referred to in the Plan.

The registered proprietor(s) from time to time of the neighbouring land being ~~Lot 21 DP~~
1042067 LOTS 200 & 201 DP 1050963

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OF PROFITS OR PRENDRE INTENDEDE TO BE CREATED OR RELEASED AND OF RESTRICTION ON THE USE OF LAND OR POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCE ACT 1991.

Lengths are in Metres

(Sheet 12 of 12 Sheets)

DP1055166

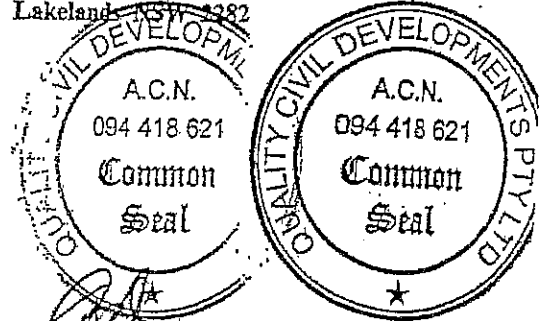
Plan of Subdivision of Lot 1 DP 382587 and PT 28 DP 8479 covered by Subdivision Certificate No. D01-175

Full name and address of Proprietor of the Land:

Quality Civil Developments Pty Limited A.C.N 094 418 621 of Unit 3/71 Mitchell Road Cardiff NSW 2285

Jubilee Vale Pty Limited A.C.N 089 367 635 of 28 Hawkes Head Way, Lakeland NSW 2282

THE COMMON SEAL of Quality Civil Developments Pty Limited A.C.N 094 418 621 is affixed in accordance with its Constitution in the presence of



[Signature]

Signature of authorised person

SIMON ATTILA WEST

Print name of authorised person

DIRECTOR

Office Held

Signature of authorised person

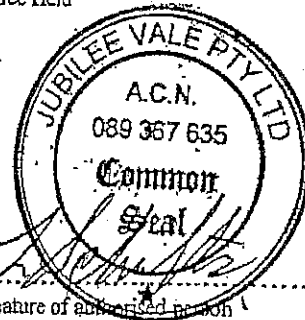
GAETAN AMORIO

Print name of authorised person

DIRECTOR

Office Held

THE COMMON SEAL of Jubilee Vale Pty Limited A.C.N 089 367 635 is affixed in accordance with its Constitution in the presence of



[Signature]

Signature of authorised person

DENIS ROBERTS

Print name of authorised person

DIRECTOR

Office Held

Signature of authorised person

LEOPOLD SCHULTZ

Print name of authorised person

DIRECTOR

Office Held

JOHN ALAN MACBRIDE PRICE by his Attorney WILLIAM WEST BOOK 4282 A0 97.

WITNESS.

[Signature]
CITY MAYOR
NEWCASTLE
NSW

Lake Macquarie City Council
Approved 88B Instrument for
SUBDIVISION CERTIFICATE
DC...01.1.175...
Authorised Person: *[Signature]*
Date: 16.1.09.1.03

063859

REGISTERED 14.10.2003



8 November 2012

EVANS & WISLANG
PO Box 93
KOTARA NSW 2289

Our Ref:75155
Your Ref:
KRIGUS:8484
ABN 81 065 027 868

**SECTION 149 PLANNING CERTIFICATE
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

Fee Paid: 53.00
Receipt No: 7133480
Receipt Date: 7 November 2012

DESCRIPTION OF LAND

Address: 20 Ellerdale Drive, GLENDALE NSW 2285
Lot Details: Lot 17 DP 1055166
Parish: Kahibah
County: Northumberland

For: BRIAN BELL
GENERAL MANAGER

ADVICE PROVIDED IN ACCORDANCE WITH SECTION 149(2)

1 Names of Relevant Planning Instruments and Development Control Plans

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.

Lake Macquarie Local Environmental Plan 2004

State Environmental Planning Policy - (Housing for Seniors or People with a Disability) 2004 (This SEPP applies to the land to the extent provided by Clause 4 of the SEPP)

State Environmental Planning Policy (Affordable Rental Housing) 2009

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Major Development) 2005

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (Temporary Structures) 2007

State Environmental Planning Policy No. 1 – Development Standards

State Environmental Planning Policy No. 4 – Development without Consent and Miscellaneous Exempt and Complying Development (except Clause 6-10)

State Environmental Planning Policy No. 6 – Number of Storeys in a Building

State Environmental Planning Policy No. 15 – Rural Landsharing Communities

State Environmental Planning Policy No. 19 – Bushland in Urban Areas

State Environmental Planning Policy No. 21 – Caravan Parks

State Environmental Planning Policy No. 32 – Urban Consolidation (Redevelopment of Urban Land)

State Environmental Planning Policy No. 33 – Hazardous and Offensive Development

State Environmental Planning Policy No. 36 – Manufactured Homes Estates (except as maybe excluded by Clause 6 of the SEPP)

State Environmental Planning Policy No. 44 – Koala Habitat Protection

State Environmental Planning Policy No. 50 – Canal Estate Development

State Environmental Planning Policy No. 55 – Remediation of Land

State Environmental Planning Policy No. 62 - Sustainable Aquaculture

State Environmental Planning Policy No. 64 – Advertising and Signage

State Environmental Planning Policy No. 65 – Design Quality of Residential Flat Development

- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Draft Lake Macquarie Local Environmental Plan 2012

- (3) The name of each development control plan that applies to the carrying out of development on the land.

Development Control Plan No. 1 – Principles of Development

Development Control Plan No. 2 – Complying Development

- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a Local Environmental Plan or a Draft environmental planning instrument.

2 Zoning and land use under relevant Local Environmental Plans

- (1) The following answers (a) to (h) relate to the instrument (see 1(1) above).

- (a) (i) The identity of the zone applying to the land.

2(1) Residential Zone
under Lake Macquarie Local Environmental Plan 2004

- (ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.

Exempt development as provided in Schedule 1

- (iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.

bed and breakfast accommodation; boarding houses; child care centres; community facilities; drainage; dual occupancies—attached; dual occupancies—detached; dwelling houses; dwelling houses—exhibition; earthworks; educational establishments; emergency services facilities; environmental facilities; general stores; group homes; home businesses; home industries; places of public worship; professional consulting rooms; roads; seniors housing; signs; small lot housing; sporting facilities; stormwater management facilities; telecommunications facilities; utility installations

- (iv) The purposes for which the Instrument provides that development is prohibited within the zone.
Any development not specified in item (ii) or (iii)

- (i) The identity of the zone applying to the land.
7(5) Environmental (Living) Zone
under Lake Macquarie Local Environmental Plan 2004

- (ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.
Exempt development as provided in Schedule 1

- (iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.
agriculture (other than intensive agriculture); bed and breakfast accommodation; drainage; dual occupancies—attached; dwelling houses; earthworks; eco-tourism facilities; educational establishments; emergency services facilities; environmental facilities; home businesses; home industries; roads; roadside stalls; signs; stormwater management facilities; telecommunications facilities; utility installations

- (iv) The purposes for which the Instrument provides that development is prohibited within the zone.
Any development not specified in item (ii) or (iii)

NOTE: The advice in sections (a) above relates only to restrictions that apply by virtue of the zones indicated. The Lake Macquarie LEP 2004 includes additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

- (b) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.
Specified in Attachment B - Schedule 2.

- (c) Whether the land includes or comprises critical habitat.
No

- (d) Whether the land is in a conservation area (however described).
Yes

- (e) Whether an item of environmental heritage (however described) is situated on the land.

See Attachment C - Schedules 4, 5 and 6

An item of environmental heritage, namely Aboriginal heritage, listed within the Aboriginal Heritage Information Management System, may affect the land. The applicant should contact the Department of Environment and Climate Change for more information.

- (2) The following answers relate to the Draft Instrument (see 1(2) above).

- (a) (i) The identity of the zone applying to the land.
E4 Environmental Living
under Draft Lake Macquarie Local Environmental Plan 2012
- (ii) The purposes for which the Draft Instrument provides that development may be carried out within the zone without the need for development consent.
Exempt development as provided in Schedule 2; Home occupations
- (iii) The purposes for which the Draft Instrument provides that development may not be carried out within the zone except with development consent.
Bed and breakfast accommodation; Building identification signs; Business identification signs; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Educational establishments; Emergency services facilities; Environmental facilities; Environmental protection works; Extensive agriculture; Farm buildings; Filming; Flood mitigation work; Home-based child care; Home businesses; Home industries; Horticulture; Information and education facilities; Recreation areas; Roads; Roadside stalls; Secondary dwellings (attached)
- (iv) The purposes for which the Draft Instrument provides that development is prohibited within the zone.
Industries; Service stations; Warehouse or distribution centres; and any other development not specified in item (ii) or (iii)
- (i) The identity of the zone applying to the land
R2 Low Density Residential
under Draft Lake Macquarie Local Environmental Plan 2012

- (ii) The purposes for which the Draft Instrument provides that development may be carried out within the zone without the need for development consent.
- Exempt development as provided in Schedule 2; Home-based child care; Home occupations
- (iii) The purposes for which the Draft Instrument provides that development may not be carried out within the zone except with development consent.
- Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Filming; Flood mitigation works; Group homes (except group homes (transitional)); Health consulting rooms; Home businesses; Home industries; Hostels; Neighbourhood shops; Places of public worship; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing
- (iv) The purposes for which the Draft Instrument provides that development is prohibited within the zone.
- Group homes (Transitional); and any other development not specified in item (ii) or (iii)

NOTE: The advice in section (a) above relates only to restrictions that apply by virtue of the zones indicated. The Draft instrument may include additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

- (b) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.
- Yes
- Minimum lot size of 450 sq m Minimum lot size of 2 ha
- (c) Whether the land includes or comprises critical habitat.
- No
- (d) Whether the land is in a conservation area (however described).
- Yes
- (e) Whether an item of environmental heritage (however described) is situated on the land.
- No

3 Complying development

Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clause 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

General Housing Code

Complying development under the General Housing Code MAY NOT be carried out on the land because the land is affected by specific land exemptions.

Note: If the land is only affected by the “heritage conservation area” exemption, then complying development under the General Housing Code MAY be carried out on the land if the development is a detached outbuilding or swimming pool.

The land is affected by the following specific land exemptions:

The land is subject to a property vegetation plan under the Native Vegetation Act 2003.

Housing Alterations Code

Complying development under the Housing Internal Alterations Code MAY be carried out on the land.

General Commercial and Industrial Code

Complying development under the General Commercial and Industrial Code MAY be carried out on the land.

Subdivisions Code

Complying development under the Subdivisions Code MAY be carried out on the land.

Rural Housing Code

Complying development under the Rural Housing Code MAY NOT be carried out on the land unless complying development is carried out on the part of the lot to which clause 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* does not apply.

Note: If the land is only affected by the “heritage conservation area” exemption, then complying development under the Rural Housing Code MAY be carried out on the land if the development is a detached outbuilding or swimming pool.

The land is affected by the following specific land exemptions:

The land is subject to a property vegetation plan under the Native Vegetation Act 2003.

General Development Code

Complying development under the General Development Code MAY be carried out on the land.

Demolition Code

Complying development under the Demolition Code MAY be carried out on the land.

4 Coastal Protection

Whether or not the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that the Council has been so notified by the Department of Public Works.

No

4A Information relating to beaches and coasts

- 1 Whether an order has been made under Part 4D of the Coastal Protection Act 1979 in relation to emergency coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.

Nil

- 2 (a) Whether the council has been notified under section 55X of the Coastal Protection Act 1979 that emergency coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land)

Nil

- (b) If works have been so placed — whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

Nil

- 3 such information (if any) as is required by the regulations under section 56B of the Coastal Protection Act 1979 to be included in the planning certificate and of which the council has been notified pursuant to those regulations.

Nil

4B Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

Whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Nil

NOTE: Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5 Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

The land is within a proclaimed Mine Subsidence District under the *Mine Subsidence Compensation Act 1961*. The approval of the Mines Subsidence Board is required for all subdivision and building, except for certain minor structures. Surface development controls are in place to prevent damage from old, current, or future mining. It is strongly recommended prospective purchasers consult with the Mine Subsidence Board regarding mine subsidence and any surface development guidelines. The Board can assist with information, mine subsidence, and advise whether existing structures comply with the requirements of the *Act*.

6 Road widening and road realignment

Whether the land is affected by any road widening or realignment under:

(a) Division 2 of Part 3 of the Roads Act 1993.

No

(b) any environmental planning instrument.

No

(c) any resolution of the Council.

No, other road widening proposals may affect this land and if so, will be noted on the SECTION 149(5) certificate.

7 Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

(i) adopted by the Council, or

(ii) adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council,

that restricts the development of the land because of the likelihood of:

- (a) land slip or subsidence

Yes

All land within the Lake Macquarie City Council area is divided into geotechnical zones, and section 2.1.9 Sloping Land and Soils, in DCP No.1, applies when development of land is proposed. If you require any further clarification on the policy and how it may affect any possible development applications contact the Council on 02 4921 0333.

- (b) bushfire

Yes

- (c) tidal inundation

No

- (d) acid sulfate soils

Yes if indicated on the Acid Sulfate Soils Planning Maps supplied by The Department of Land & Water Conservation marked Edition 2, dated December 1997, available at the Council.

- (e) any other risk (other than flooding).

Contaminated or potentially contaminated land

Section 2.1.13 Contaminated Land of Lake Macquarie DCP No. 1 applies to this land.

NOTE: The absence of a council policy restricting development of the land by reason of a particular natural hazard does not mean that the risk from that hazard is non-existent.

7A Flood related development controls information

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

No

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

- (3) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the *Standard Instrument (Local Environmental Plans) Order 2006*.

8 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

No

9 Contributions Plans

The name of each contributions plan applying to the land.

The Lake Macquarie Section 94 Contributions Plan No.1 - Citywide - Glendale Catchment (2004) as amended

10 Biobanking Agreements

This land is not subject to a Biobanking agreement entered under Part 7A of the Threatened Species Conservation Act 1995.

11 Bush Fire Prone Land

ALL of the land is bush fire prone land.

NOTE: The Lake Macquarie Bush Fire Prone Land Map can be inspected at Council's Administration Building during normal office hours or contact Council on 02 4921 0333.

12 Property Vegetation Plans

The land IS subject to a property vegetation plan under the Native Vegetation Act 2003.

NOTE: The advice provided in this section is based on notification by the Hunter Central Rivers Catchment Management Authority of the approval of a plan. Further information about property vegetation plans should be obtained from that Authority.

13 Orders under Trees (Disputes Between Neighbours) Act 2006

Has an order been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if the council has been notified of the order).

The land IS NOT subject to an order made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

14 Directions under Part 3A

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

Nil

15 Site compatibility certificates and conditions for seniors housing

- (a) Whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the land.

- (b) Any terms of a kind referred to in clause 18 (2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

Nil

16 Site compatibility certificates for infrastructure

Whether there is a valid site compatibility certificate (infrastructure), of which the council is aware, in respect of proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the land.

17 Site compatibility certificates and conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the land.

- (2) Any terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

Nil

NOTE: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate.

Matters arising under the Contaminated Land Management Act 1997 (s59 (2))

- (a) The land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
No
- (b) The land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,
No
- (c) The land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,
No
- (d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,
No
- (e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.
No

NOTE: Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of the Act if the council is provided with a copy of the exemption or authorisation by the Co-ordinator General under that Act.

Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009

Council has not been provided with an exemption or authorisation by the Co-ordinator General under the Act.

ATTACHMENTS:

- A Extract from Lake Macquarie Local Environmental Plan, 2004 – Schedule 1
- B Extract from Lake Macquarie Local Environmental Plan, 2004 – Schedule 2
- C Extract from Lake Macquarie Local Environmental Plan, 2004 – Schedules 4, 5 & 6
- D Split Zone map

ATTACHMENT A

Extract from Lake Macquarie Local Environmental Plan, 2004 as at 15 June 2011

Schedule 1 Exempt development (Clause 8)

Note 1. *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* specifies exempt development under that Policy.

The Policy has State-wide application. Schedule 1 contains additional exempt development not specified in that Policy.

Note 2. Exempt development may be carried out without the need for development consent under the Act. Such development is not exempt from any approval, licence, permit or authority that is required under any other Act and adjoining owners' property rights and the common law still apply.

1 What is exempt development?

- (1) Development is exempt development if:
 - (a) it is described in Column 1 of the Table to this Schedule, and
 - (b) it is carried out within a zone specified for the development in Column 2 of that Table, and
 - (c) it complies with the criteria specified for the development in Column 2 of that Table.
- (2) However, development is not exempt development if:
 - (a) it is prohibited by this plan, or
 - (b) it is not of minimal environmental impact, or
 - (c) it is carried out on land described in clause 2 of this Schedule, or
 - (d) it does not comply with any of the relevant general criteria for exempt development specified in clause 3 of this Schedule.
- (3) In measuring heights and maximum areas specified in the Table to this Schedule:
 - (a) height is measured from natural ground level, and
 - (b) a maximum area for a structure is the total of all areas occupied by the type of structure, unless otherwise stated.

2 Land on which there is no exempt development

- (1) Development is not exempt development if it is carried out on land that:
 - (a) is critical habitat (within the meaning of the *Threatened Species Conservation Act 1995*), or
 - (b) is, or is part of, a wilderness area (within the meaning of the *Wilderness Act 1987*), or
 - (c) is land below the 1 in 100 year flood level if it involves the erection or use of a structure with a habitable room, or land below the 1 in 20 year flood level if it involves the erection or use of a structure with rooms none of which is habitable, except where otherwise indicated in the Table to this Schedule, or
 - (d) is land to which *State Environmental Planning Policy No 14—Coastal Wetlands* applies, or

- (e) is land to which *State Environmental Planning Policy No 26—Littoral Rainforests* applies, or
- (f) is identified as an Aboriginal place or known Aboriginal relic on a register kept by the National Parks and Wildlife Service, or is dedicated or reserved under the *National Parks and Wildlife Act 1974*, or
- (g) (Repealed)
- (h) is land with a slope greater than 15 degrees, or
- (i) is identified as potential acid sulfate soil Class 1 or 2 on the Acid Sulfate Soil Planning Maps dated December 1997 and kept by the Council, except where the proposed development does not involve the movement of soils on the site, or
- (j) is identified as potential acid sulfate soil Class 3 on the Acid Sulfate Soil Planning Maps dated December 1997 and kept by the Council, where any proposed excavation involved in the development is greater than 500mm, or
- (k) is identified as potential acid sulfate soil Class 4 on the Acid Sulfate Soil Planning Maps dated December 1997 and kept by the Council, where any proposed excavation involved in the development is greater than 1.5 metres, or
- (l) is within a mine subsidence area, unless the proposed development has been formally approved, prior to commencement, by the relevant Mine Subsidence Board, or
- (m) is land on which a tree or native vegetation exists, where the proposed development involves clearing for which consent is required by clause 34, or
- (n) is the site of a heritage item or an item proposed by a draft environmental planning instrument to be a heritage item, or
- (o) is subject to an order under Division 2A of Part 6 of the *Environmental Planning and Assessment Act 1979* or Division 1 of Part 2 of Chapter 7 of the *Local Government Act 1993*, other than an order to demolish, that has not been complied with, or
- (p) is between a foreshore building line and the water body to which that line relates, or
- (q) is within 40 metres of a watercourse, river, stream, creek or lake—where excavation of the land (not including footings for minor structures) is proposed, or
- (r) is significantly contaminated land within the meaning of the *Contaminated Land Management Act 1997*.

3 Criteria that must be satisfied by all exempt development

- Development is exempt development only if it complies with all of the following general criteria relevant to the form of development:
- (a) all structures comply with the *Building Code of Australia*, including the standards identified in that code,
 - (b) all structures and activities comply with the Council's adopted building lines and setbacks, unless otherwise specified in the Table to this Schedule,
 - (c) the development complies with all relevant development control plans and policies approved by the Council,
 - (d) no existing condition of development consent or building approval affecting a site is contravened or compromised,
 - (e) no structure is built over a sewer main, easement or natural watercourse and adequate clearance is provided to all sewer junction shafts, surcharge gullies, hot water service overflow pipes, and waste outlet pipes unless prior written agreement has been obtained from the Council or the local water and sewerage authority or supplier, as the case may require,

Certificate No. 75155

- (f) the development does not require the installation or alteration of a sewage management facility,
- (g) all structures have clearance from power lines in accordance with the relevant electricity authority or supplier,
- (h) all structures are built with new materials or second-hand materials which retain the structural adequacy and integrity of the material when new,
- (i) all structures are built with materials which match the design and appearance of any existing buildings on the site of the proposed development or in the immediate vicinity,
- (j) no structure or activity obstructs vehicular or human access,
- (k) no structure is located within the curtilage of a swimming pool which compromises the effectiveness of the swimming pool safety barrier or fence,
- (l) all structures and activities comply with relevant legislation affecting their use and with statutory and other requirements of the Council and any other relevant public authorities.

Table

Column 1	Column 2
Erection (or installation) and use, or carrying out, of the following: Amusement devices (being a small amusement device as defined in the <i>Local Government (General) Regulation 2005</i>) (eg dodgem cars, giant slides, jumping castles, merry-go-rounds etc)	Circumstances where exempt Exempt only in Zones 3 (1), 3 (2), B4, 6 (1) and 6 (2). Must be installed and used for one day or weekend events only. Must be erected on level ground of sufficient bearing capacity to support the device. Must be registered under the <i>Occupational Health and Safety Regulation 2001</i> . Must be erected in accordance with all the conditions set out in its certificate of registration. Must have a current logbook within the meaning of the <i>Occupational Health and Safety Regulation 2001</i> . Must be subject to a contract of insurance or indemnity to an unlimited amount or no less than \$10,000,000 for each person who would be liable for damages for death or personal injury arising out of the operation or use of the device and any total or partial failure or collapse of the device against that liability. Must meet the operational requirements of the WorkCover Authority.
Amusement devices (eg pinball machines, virtual reality games etc)	Exempt only in Zones 3 (1), 3 (2), B4 and 6 (2). Must be located wholly within the subject premises.

Awnings over trade waste disposal points	Maximum 5 devices installed in total. Exempt only in Zones 4 (1), 4 (2) and 9. Maximum size 30m ² . Maximum height 2.7m. Must facilitate maintenance of the trade waste device and enable all weather use. Must be constructed of materials that match or complement the design and appearance of existing buildings. Must not be located within front building setback.
Charity bins or clothing and recycling bins	Exempt only in Zones 3 (1), 3 (2), B4, 4 (1), 4 (2) and 4 (3). Must not result in more than 3 bins in any one location. Must be located wholly on private property and not in a public place.
Demolition	Exempt in all Zones. Demolition only of development that would be exempt development under this plan if it were being constructed or installed. Council must have issued an order to demolish under Division 2A of Part 6 of the <i>Environmental Planning and Assessment Act 1979</i> or section 124 of the <i>Local Government Act 1993</i> . Demolition must be carried out in accordance with Australian Standard AS 2601—2001, <i>Demolition of structures</i> .
Earthworks (rural)	Exempt only in Zone 1 (1). Must not be for domestic purposes. Must constitute one or more of the following: (a) levelling of land to a maximum of 300mm, (b) maintenance of drainage works, (c) backfilling of dams with not more than 5 megalitres storage capacity, (d) desilting of dams, (e) maintenance of existing access roads within property boundaries.
Fuel tanks—used in conjunction with agricultural activities or home business for which consent has been granted	Exempt only in Zones 1 (1), 1 (2), 7 (2), 7 (3), 7 (5) and 9. Maximum size 5,000 litres. Must be located wholly within the boundaries of structures.

	<p>the property. Must be banded with capacity to contain at least 125% of the capacity of the fuel tank. Must be constructed of prefabricated metal, be free-standing and not rely on other structures for support. Must be operated and maintained in accordance with Australian Standard AS 1940—2004, <i>The storage and handling of flammable and combustible liquids</i>. Must not be erected within 30m of a creek or boundary to the street or within 5m of a side or rear boundary. Minimum setback 20m from adjoining dwellings. Exempt only in Zones 1 (1) and 1 (2). Must be ancillary to agricultural use and consisting of light construction (eg poles, wire and mesh).</p>	<p><i>Environmental Plans) Order 2006</i> is exempt development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i>.</p> <p>(c) must not cover mechanical ventilation inlet or outlet vents, and (d) over a public road, must be at least 600mm from kerb or roadway edge, and (e) must not be illuminated or use flashing lights or similar devices for illumination, and (f) must not be mounted on vehicles, trailers, or shipping containers that stand continuously for the purpose of advertising on either public or private land, and (g) on public land, must not be mounted on trees or telegraph poles, and (h) must be located so as not to cause or create a traffic hazard including obscuring views of vehicles, pedestrians, or potentially hazardous road features, and (i) must not emit excessive glare or cause excessive reflection, and (j) must not resemble traffic warning signs, and (k) if located on bush fire prone land, must be of non-combustible material.</p>
<p>Hail protection</p>	<p>Exempt in all Zones. Must not be for domestic purposes. Maximum height 600mm (including the height of any batters) above existing ground level. Must have adequate drainage lines behind it. Must not redirect the flow of surface water onto an adjoining property. Must cause surface water to be disposed of without causing a nuisance to adjoining owners. Timber walls must comply with the following Australian Standards: (a) AS 1720.2—2006, <i>Timber structures—Timber properties</i>, (b) AS 1720.4—2006, <i>Timber structures—Fire resistance for structural adequacy of timber members</i>.</p>	<p>Signs used for display of the following: (a) Business identification signs in residential areas (b) Business identification signs in commercial areas</p>
<p>Shade structures (bird nets and the like) Signs (see below for additional requirements for particular sign types) Note. The replacement of existing building identification signs and business identification signs (within the meaning of the standard instrument prescribed by the <i>Standard Instrument (Local</i></p>	<p>Exempt only in Zone 1 (1). Must be ancillary to agriculture. Exempt in all Zones (except where otherwise specified below for particular sign types). General criteria: (a) maximum area 2m² in Zone 4 (1), 4 (2) or 4 (3), except as otherwise specified elsewhere in this Table in relation to particular sign types, and (b) maximum area 1m² in all other Zones, except as otherwise specified elsewhere in this</p>	<p>Only exempt in Zones 2 (1) and 2 (2). Must satisfy general criteria above. Maximum area 1m². Must be located and erected on the site to which they relate. Maximum one sign per street frontage. If over a public road, must be erected at a height no less than 2.6m above ground level. Only exempt in Zones 3 (1) and 3 (2). Suspended under awning signs: (a) must satisfy general criteria above, and (b) must be securely fixed by metal supports, and (c) must not affect the structural integrity of the awning or building, and (d) must be located and erected on the site to which they relate, and (e) maximum one sign per street frontage, and (f) if over a public road, must be erected at a height no less than 2.6m above ground level, and (g) maximum area 2.5m². Vertical or horizontal projecting wall signs: (a) must satisfy general criteria above, and (b) must be securely fixed by metal supports, and</p>

<p>(c) must not affect the structural integrity of the awning or building, and must be located and erected on the site to which they relate, and</p> <p>(d) maximum one sign per street frontage, and if over a public road, must be erected at a height no less than 2.6m above ground level, and</p> <p>(e) maximum area 2.5m².</p> <p>Flush wall signs:</p> <p>(a) must satisfy general criteria above, and</p> <p>(b) must be securely fixed, and</p> <p>(c) must be located and erected on the site to which they relate, and</p> <p>(d) maximum one sign per street frontage, and</p> <p>(e) maximum area 2.5m².</p> <p>Top hamper signs:</p> <p>(a) must satisfy general criteria above, and</p> <p>(b) must be securely fixed, and</p> <p>(c) must be located and erected on the site to which they relate, and</p> <p>(d) maximum one sign per street frontage, and if over a public road, must be erected at a height no less than 2.6m above ground level, and</p> <p>(e) maximum area 2.5m².</p>	<p>(e) Real estate signs (advertising premises or land for sale or rent) in residential (urban living) areas</p> <p>(e1) Real estate signs (advertising premises or land for "open house" or "auction today") in all areas</p>	<p>they relate. Maximum 2 signs per street frontage.</p> <p>Only exempt in Zone 2 (2). Must satisfy general criteria above. Maximum area 4.5m². Must be freestanding or attached to an existing approved structure eg fence. Must be located and erected on the site to which they relate. Must not detract from the amenity of adjoining and adjacent land owners. Maximum 2 signs per street frontage.</p> <p>Exempt in all zones. Maximum area 1.2m². Must be erected only on the day the premises or land is open for open house or on the auction day. Must be removed immediately after the open house has finished or the auction has been completed. Maximum one sign at street frontage. Maximum of one sign at each of the nearest 2 intersections. Must not interfere with traffic visibility or pedestrian access. Must not be attached to balloons or similar items. Must not be illuminated or use flashing lights or similar devices for illumination.</p>
<p>(c) Business identification signs in industrial areas</p>	<p>(f) Real estate signs (advertising approved premises or land for sale or rent) in commercial, industrial, infrastructure and tourist areas</p>	<p>Only exempt in Zones 3 (1), 3 (2), 4 (1), 4 (2), 4 (3), 5 and 6 (2). Must satisfy general criteria above. Maximum area 10m². Must have structural certification. Must be located and erected on the site to which they relate. Maximum 2 signs per street frontage. Must not be displayed after 100% of the premises or land is sold or leased.</p>
<p>(d) Real estate signs (advertising premises or land for sale or rent) in rural, residential and environmental protection areas</p>	<p>(g) Directional real estate signs (advertising approved subdivisions) in rural, residential, commercial, industrial, infrastructure, tourist, natural resource and investigation areas</p>	<p>Only exempt in Zones 1 (1), 1 (2), 2 (1), 2 (2), 3 (1), 3 (2), 4 (1), 4 (2), 4 (3), 5, 6 (2), 9 and 10. Must satisfy general criteria above. In Zones 1 (1), 1 (2), 2 (1) and 2 (2), maximum area 4.5m². In Zones 3 (1), 3 (2), 4 (1), 4 (2), 4 (3), 5, 6 (2), 9 and 10, maximum area 6m². Two sign boards joined together (eg on a corner</p>

	<p>site) are treated as 2 separate signs. Must be freestanding or attached to an existing approved structure eg fence, dwelling house or garage.</p> <p>Must be located within a 3km radius of the approved subdivisions to which the signs relate. Maximum of 4 signs within the 3km radius. If the nearest major arterial road or freeway is located outside the 3km radius, 2 additional signs are permitted outside the 3km radius to allow directions to be provided to the premises or land. Must not be displayed after 100% of land is sold. Must relate to approved subdivisions as a whole, not to individual lots.</p>
<p>Silos</p>	<p>Only exempt in Zone 1 (1). Maximum capacity 120 tonnes. Maximum height 9m. Must be constructed of prefabricated metal. Must be freestanding and not rely on other structures for support. Must be erected in accordance with the manufacturer's specifications or an engineer's certification. Minimum setback to property boundary must be equivalent to height of silo plus 1m. Minimum front setback 30m.</p>
<p>Temporary structures—tents used for short term accommodation</p>	<p>Only exempt in Zones 1 (1), 1 (2), 2 (1), 2 (2), 6 (2), 7 (1), 7 (2), 7 (3), 7 (4), 7 (5) and 10. Must be erected on private land (excluding caravan parks, camping grounds and manufactured home estates the operation of which is governed by the <i>Local Government (Manufactured Home Estates, Caravan Parks, Camping Grounds and Moveable Dwellings) Regulation 2005</i>). Must be erected in accordance with the manufacturer's specifications and requirements. Must not be erected for a period exceeding 21 consecutive days. Stormwater runoff must not cause a nuisance to adjoining properties. Siting of tents must not create any noise nuisance arising from the use of the tent. Must be setback a minimum 1.5m from all boundaries.</p>

ATTACHMENT B

Extract from Lake Macquarie Local Environmental Plan, 2004 as at 1 June 2010

Schedule 2 Subdivision standards

Part 1 Preliminary

1 Definitions

(1) In this Schedule:

building area means the area of the site capable of supporting development. It does not include:
 (a) front, side and rear setbacks, or
 (b) the access handle of a battle-axe lot.

community association, community development lot, community parcel, community property and community scheme have the same meaning as they have in the Community Land Development Act 1989.

irregular lot means a lot that is not a standard lot.

neighbourhood scheme has the same meaning as it has in the Community Land Development Act 1989

standard lot means a rectangular lot (and includes a rectangular corner lot).

width means the distance of the perpendicular line between the side boundaries, as measured at the front building setback.

(2) In this Schedule, the minimum area specified for battle-axe lots excludes the battle-axe access handle.
 (3) The subdivision standards in this Schedule do not apply to strata subdivision.
 (4) A heading to a clause in this Schedule is taken to be part of this Schedule.

Part 2 Zone 1 (1) Rural (Production)

2 All types of subdivision

Minimum area—20ha.

Part 3 Zone 1 (2) Rural (Living)

3 Subdivisions not for purpose of community, precinct or neighbourhood scheme

Minimum area—1ha.

4 Subdivisions for purpose of community scheme

(1) Community parcel:
 minimum area—5ha.

(2) Community development lots:

(a) minimum area—1,000m²;

(b) maximum area—1,500m²;

(c) maximum density (excluding community property)—1.6 lots per ha, must be clustered together, or otherwise established, for the purpose of retaining a significant area of unbuilt open space to preserve the natural quality of the land and the rural character of the area. All remaining land must be community property under the control of the community association,

(e) must not have frontage to a public road unless it can be demonstrated that the subdivision is consistent with the existing subdivision pattern, and the subdivision will preserve the natural and scenic quality of the land.

Part 4 Zone 2 (1) Residential

Note. Also see, in particular, clauses 24, 27 and 28A.

5 Any type of subdivision of approved dual occupancy

Minimum area—250m².

6 Any type of subdivision of approved small lot housing

(1) Must create at least 3 small lot housing lots.

(2) Each lot must:

(a) be not less than 300m², but not more than 450m², in area.

(b) have direct frontage to a public road, or an access way established as part of a community scheme.

7 Subdivisions (other than of approved dual occupancy or approved small lot housing)

(1) Standard lot:

(a) standard corner lot:

(i) minimum area—600m²,

(ii) minimum width—18m,

(b) other standard lot:

(i) minimum area—450m²,

(ii) minimum width—14m.

(2) Irregular lot:

(a) battle-axe lot:

- (i) minimum area—600m²,
- (ii) must have a rectangular building area with a minimum area of 250m² and a minimum width of 12m,
- (iii) minimum width of battle-axe access handle servicing 1 battle-axe lot—4m, or 2 battle-axe lots—5m,
- (iv) maximum number of battle-axe lots sharing a single access handle—2,
- (b) irregular corner lot:
 - (i) minimum area—600m²,
 - (ii) minimum width—18m,
 - (c) other irregular lot:
 - (i) minimum area—450m²,
 - (ii) must have a rectangular building area with a minimum area of 250m² and a minimum width of 12m.

8 Subdivisions (other than of approved dual occupancy or approved small lot housing) that create 10 or more lots

At least 10%, but no more than 50%, of lots must be small lot housing lots.

Part 5 Zone 2 (2) Residential (Urban Living)

Note. Also see, in particular, clauses 24, 27 and 28A.

9 Any type of subdivision of approved small lot housing

- (1) Must create at least 4 small lot housing lots.
- (2) Each lot must:
 - (a) be not less than 200m², but not more than 450m², in area,
 - (b) have direct frontage to a public road, or an access way established as part of a community scheme.

10 Subdivisions (other than of approved small lot housing)

- (1) Standard lot:
 - (a) standard corner lot:
 - (i) minimum area—1,200m²,
 - (ii) must have a rectangular building area with a minimum area of 900m² and a minimum width of 25m,
 - (b) other standard lot:
 - (i) minimum area—900m²,
 - (ii) minimum width—25m.
- (2) Irregular lot:
 - (a) battle-axe lot:
 - (i) minimum area—1,500m²,
 - (ii) must have a rectangular building area with a minimum area of 900m² and a minimum width of 25m,
 - (iii) minimum width of battle-axe access handle servicing 1 battle-axe lot—8m,

- (iv) maximum number of battle-axe lots sharing a single access handle—2,
- (b) irregular corner lot:
 - (i) minimum area—1,200m²,
 - (ii) must have a rectangular building area with a minimum area of 900m² and a minimum width of 25m,
- (c) other irregular lot:
 - (i) minimum area—900m²,
 - (ii) must have a rectangular building area with a minimum area of 900m² and a minimum width of 25m.

Part 6 Zone 3 (1) Urban Centre (Core)

11 All types of subdivision

No numeric standards.

Part 7 Zone 3 (2) Urban Centre (Support)

12 All types of subdivision

No numeric standards.

Part 8 Zone 4 (1) Industrial (Core)

13 All types of subdivision

- (1) Standard lot:
 - (a) minimum area—4,000m²,
 - (b) minimum width—40m.
- (2) Irregular lot:
 - (a) battle-axe lot:
 - (i) minimum area—4,000m²,
 - (ii) minimum width—40m,
 - (iii) minimum width of battle-axe access handle—12m,
 - (iv) maximum number of battle-axe lots sharing a single access handle—2,
 - (b) other irregular lot:
 - (i) minimum area—4,000m²,
 - (ii) minimum width—40m.

Part 9 Zone 4 (2) Industrial (General)

14 All types of subdivision

- (1) Standard lot:
 - (a) minimum area—1,500m²,
 - (b) minimum width—25m.

- (2) Irregular lot:
(a) battle-axe lot:
(i) minimum area—1,500m²,
(ii) minimum width—25m,
(iii) minimum width of battle-axe access handle—9m,
(iv) maximum number of battle-axe lots sharing a single access handle—2,
(b) other irregular lot:
(i) minimum area—1,500m²,
(ii) minimum width—25m.

Part 10 Zone 4 (3) Industrial (Urban Services)

15 All types of subdivision

- (1) Standard lot:
(a) minimum area—1,500m²,
(b) minimum width—25m.
(2) Irregular lot:
(a) battle-axe lot:
(i) minimum area—1,500m²,
(ii) minimum width—25m,
(iii) minimum width of battle-axe access handle—9m,
(iv) maximum number of battle-axe lots sharing a single access handle—2,
(b) other irregular lot:
(i) minimum area—1,500m²,
(ii) minimum width—25m.

Part 11 Zone 5 Infrastructure

16 All types of subdivision

No numeric standards.

Part 12 Zone 6 (1) Open Space

17 All types of subdivision

No numeric standards.

Part 13 Zone 6 (2) Tourism and Recreation

18 All types of subdivision

No numeric standards.

Part 14 Zone 7 (1) Conservation (Primary)

19 All types of subdivision

- (1) Minimum area for land within South Wallarah Peninsula (being land east of the Pacific Highway and south of the land to Lake Macquarie Local Environmental Plan 2000 – North Wallarah Peninsula applies)—100ha.
(2) Minimum area for all other land within Zone 7 (1)—40ha.

Part 15 Zone 7 (2) Conservation (Secondary)

20 All types of subdivision

Minimum area—40ha.

Part 16 Zone 7 (3) Environmental (General)

21 Subdivisions not for purpose of community, precinct or neighbourhood scheme

- (1) Minimum area—40ha.
(2) Must have a square building area that has:
(a) minimum width—40m,
(b) minimum slope of less than 1 in 5.

22 Subdivisions for purpose of community scheme

- (1) Community parcel:
minimum area—40ha.
(2) Community development lots:
(a) minimum area—1,000m²,
(b) maximum area—2,500m²,
(c) maximum density (excluding community property)—1 lot per 10ha,
(d) must be clustered together, or otherwise established, for the purpose of retaining a significant area of unbuilt open space to preserve, maintain and enhance the natural and scenic quality of the land,
(e) all remaining land must be community property under the control of the community association,
(f) must not have frontage to a public road unless it can be demonstrated that the subdivision is consistent with the existing subdivision pattern, and the subdivision will preserve the natural and scenic quality of the land.

Part 17 Zone 7 (4) Environmental (Coastline)

23 All types of subdivision

No numeric standards.

Part 18 Zone 7 (5) Environmental (Living)

24 Subdivisions not for purpose of community, precinct or neighbourhood scheme

- (1) Minimum area—2ha.
- (2) Must have a square building area that has:
 - (a) minimum width—40m,
 - (b) minimum slope of less than 1 in 5.

25 Subdivisions for purpose of community scheme

- (1) Community parcel:
minimum area—10ha.
- (2) Community development lots:
 - (a) minimum area—600m²,
 - (b) maximum area—1,200m²,
 - (c) maximum density (excluding common property)—1 lot per ha, must be clustered together, or otherwise established, for the purpose of retaining a significant area of unbuilt open space to preserve, maintain and enhance the natural and scenic quality of the land,
 - (d) all remaining land must be community property under the control of the community association,
 - (e) must not have frontage to a public road unless it can be demonstrated that the subdivision is consistent with the existing subdivision pattern, and the subdivision will preserve the natural and scenic quality of the land.

Part 19 Zone 8 National Park

26 All types of subdivision

No numeric standards.

Part 20 Zone 9 Natural Resources

27 All types of subdivision

No numeric standards.

Part 21 Zone 10 Investigation

28 All types of subdivision

Subdivision prohibited.

24 Subdivision

- (1) Despite any other provision of this plan, subdivision of land, other than that identified in subclause (9), may be carried out only with development consent.
- (2) Land in any zone may be subdivided only if the consent authority is satisfied:
 - (a) that the resulting lots will conform to the requirements in Schedule 2 (Subdivision standards) applicable to subdivision in that zone, and
 - (b) the resulting lots can be developed in accordance with this plan.
- (3) To avoid doubt State Environmental Planning Policy No 1 – Development Standards applies to a requirement referred to in subclause (2) (a) in the same way as it applies to a development standard.
- (4) Consent must not be granted to a subdivision of land in Zone 2 (1) or 2 (2) for the purpose of small lot housing unless consent has been or is also given to the erection on the land of dwellings that will comprise small lot housing.
- (5) Consent must not be granted for a subdivision of land in Zone 2 (1) for the purpose of dual occupancy-attached or dual occupancy-detached unless consent has been or is also granted for the erection on the land of dwellings comprising that form of dual occupancy.
- (6) (Repeated)
- (7) The subdivision of land in Zone 2 (1) or 2 (2) for small lot housing is prohibited if it would result in the creation of any battle-axe lots.
- (8) The subdivision of land in Zone 10 is prohibited.
- (9) Consent is not required for a subdivision for the purpose only of any one or more of the following:
 - (a) widening a public road,
 - (b) a minor realignment of boundaries that does not create:
 - (i) additional lots or the opportunity for additional dwellings, or
 - (ii) lots that are smaller than the minimum size provided for by this plan in relation to the land concerned,
 - (c) a consolidation of lots that does not create additional lots or the opportunity for additional dwellings,
 - (d) rectifying an encroachment on a lot,
 - (e) creating a public reserve,
 - (f) excising from a lot land that is, or is intended to be, used for public purposes, including drainage purposes, rural fire brigade or other emergency service purposes or public toilets.

27 Dwelling houses, small lot housing and dual occupancies in Zone 1(2), 2(1), 2(2) or 7(5)

- (1) This clause applies to land in Zone 1 (2), 2 (1), 2 (2) or 7 (5).
- (2) In this clause:
 - dwelling lot** means a lot that:
 - (a) was a lawfully created lot at the commencement of this plan, or
 - (b) is a lot lawfully created after that commencement under a development consent granted before or after that commencement, or
 - (c) complies with such of the requirements set out in Schedule 2 (Subdivision standards) as apply to the land comprising the lot.
- (3) A dwelling must not be erected or created on land to which this clause applies, except in accordance with this clause.
- (4) Consent may be granted for the erection or creation of:
 - (a) a dwelling house on a dwelling lot in Zone 2 (2), or
 - (b) a dwelling house or dual occupancy-attached on a dwelling lot in Zone 1 (2) or 7 (5), or
 - (c) a dwelling house, dual occupancy-attached or dual occupancy-detached on a dwelling lot in Zone 2 (1).
- (5) Consent must not be granted for the erection or creation of a dwelling house, dual occupancy-attached or dual occupancy-detached on a dwelling lot if its erection or creation would mean:
 - (a) if the lot is in Zone 1 (2), 2 (1), 2 (2) or 7 (5)—that there is more than one dwelling house on the dwelling lot (counting any dwelling house already on the lot), or
 - (b) if the lot is in Zone 1 (2), 2 (1) or 7 (5)—that there are more than two dwellings on the dwelling lot (counting any dwelling already on the lot).
- (6) Consent must not be granted for the erection or creation of a dual occupancy-attached or dual occupancy-detached on a neighbourhood lot in Zone 1 (2) or 7 (5).
- (7) Consent must not be granted for the erection or creation of a dual occupancy-attached or dual occupancy-detached on a battle-axe lot in Zone 2 (1).
- (8) Consent must not be granted for the erection or creation of small lot housing in Zone 2 (1) or 2 (2):
 - (a) on a battle-axe lot, or
 - (b) on a lot less than 1,000 square metres in area.
- (9) Consent must not be granted to the erection or creation in Zone 2 (1) of:
 - (a) a dual occupancy-attached on a lot less than 500 square metres in area, or
 - (b) a dual occupancy-detached on a lot less than 600 square metres in area.

28A Residential flat buildings and multiple dwelling housing in Zone 2(2)

- (1) Consent must not be granted to the erection or creation of a residential flat building on:
 - (a) an irregular or standard corner allotment in Zone 2 (2) unless the allotment has a minimum area of 1,500 square metres and a minimum width of 30 metres, or
 - (b) a battle-axe allotment in Zone 2 (2) unless the allotment has a minimum area of 2,000 square metres and the battle-axe access handle has a minimum width of 8 metres, or
 - (c) any other irregular allotment or standard allotment in Zone 2 (2) unless the allotment has a minimum area of 1,200 square metres and a minimum width of 30 metres.
- (2) Consent must not be granted to the erection or creation of multiple dwelling housing on:
 - (a) a corner allotment in Zone 2 (2) unless the allotment has a minimum area of 1,200 square metres and a minimum width of 30 metres, or
 - (b) a battle-axe allotment in Zone 2 (2) unless the allotment has a minimum area of 1,500 square metres and the battle-axe access handle has a minimum width of 8 metres, or
 - (c) any other allotment in Zone 2 (2) unless the allotment has a minimum area of 900 square metres and a minimum width of 25 metres.
- (3) In this clause:
 - width** means the distance of the perpendicular line between the side boundaries, as measured at the front building setback.

Attachment C

Extract from Lake Macquarie Local Environmental Plan, 2004 as at 27 August 2012

Schedule 4 Heritage items other than of indigenous origins and including potential archaeological sites

(Clause 51 and Dictionary)

Part 1 Heritage items other than of indigenous origins

In this Schedule, for the purpose of listing property descriptions, the symbol **S** means identified as of State significance, **R** means identified as of regional significance, **L** means identified as of local significance, **PO** means Permissive Occupancy, **MS** means miscellaneous, **MD** means Maitland and **SP** means strata plan.

Item No **Significance** **Item** **Address** **Property description**

Argenton

AG-01	L	Newcastle Mines Rescue Station	533 Lake Rd	Lot 2, DP 599235
AG-02	L	Former Cockle Creek Railway Bridge	2 (over) Cockle Creek (also see RT-09)	
AG-03	L	Cockle Creek Railway Bridge	3 (over) Cockle Creek (also see RT-03)	
AG-05	L	Church Hall and Anglican Church	477 Lake Rd 475 Lake Rd	Lot 1, DP 125686 Lot 2, DP 125686
AG-06	L	Speers Point Tram Route	Frederick St (also see RT-02)	

Awaba

AW-03	L	Former Awaba Union Church	20 Gosford St	Lot 1, Section 8, DP 758041
AW-05	L	Gatekeeper's Cottage	154 Wilton Road	Lot 1, DP 817297

Barnsley

BY-02	L	Johnston Family Cemetery	14A Taylor Ave	Lot 100, DP 630296
BY-03	L	Former Barnsley Public School	91 Appletree Rd	Lot 2, DP 1001812

Belmont

BM-01	L	House "Yarragee"	23 Bellevue Rd	Lot 1, DP 881605
BM-04	L	Captain Bain's House	15 George St	Lot 2, DP 13715
BM-05	L	House "The Bennis"	45 Walter St	Lot D, DP 402085
BM-08	L	Former Ferry Wharf	55 Brooks Pde	Belmont Wharf

Belmont North

BN-01	L	Former John Darling Colliery	14 John Darling Ave 65 John Fisher Rd 85 John Fisher Rd 75 John Fisher Rd	Lot 100, DP 1136505 Lot 1, DP 814551 Lot 2, DP 814551 Lot 3, DP 814551
BN-04	L	Former Staff Houses, Colliery Row	3 Maranatha Cl 7 Maranatha Cl 9 Maranatha Cl 21 Maranatha Cl	Lot 12, DP 848941 Lot 14, DP 848941 Lot 15, DP 848941 Lot 120, DP 853391

Belmont South

BS-02	L	Tank traps	Cold Tea Creek, 690A Pacific Hwy	Lot 7024, DP 1057186
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Blackalls Park

BK-02	L	Railway Bridges	2 (over) Mudd Creek and 2 (over) Stony Creek (also see RT-11)	
BK-03	L	Railway Station	26 South Pde (also see RT-11)	

Boolaroo

BR-01	L	Group of 4 Cottages	8 Creek Reserve Rd 10 Creek Reserve Rd 12 Creek Reserve Rd 14 Creek Reserve Rd	Lot 11, DP 616785 Lot 1, DP 301687 Lot 3, DP 8704 Lot 4, DP 8704
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BR-02	L	Former Boolaroo Post Office	91 Main Rd	Lot 2, DP 809177	Cardiff South	Former Colliery Tramway	14a Almora Cl 180 Macquarie Rd 235 Macquarie Rd (also see RT-15)	Lot 38, DP 827464 Lot 17, DP 727746 Lot 673, DP 805546
BR-04	L	Former Motor Garage	19 Main Rd	Lot 1, DP 125272	CS-01	L		
BR-05	L	Commercial Hotel	2 Main Rd	Lot 1, Section A, DP 3494, Lot 2, Section A, DP 3494	Catherine Hill Bay			
BR-06	L	House "Alida"	Lakeview Rd	Lot 4, Section M, DP 3494	CH-03	L	Police Station and Lock Up	Lot 1, Section F, DP 163, Lot 3, Section F, DP 163, Lot 5, Section F, DP 163
BR-16	L	Former Laboratory building on the former Pasmenco site	Part of 13A Main Rd	Part of Lot 2, DP 1127713	CH-04	L	Wallerah Hotel	Lot 1, Section D, DP 163
Booragul					CH-05	L	Cottages	Lot 71, DP 222717 Lot 72, DP 222717
BU-01	L	Colliery Relics	155 Old Main Rd	Lot 33, DP 858667	CH-06	L	Cottages	Lot 78, DP 222717 Lot 79, DP 222717
BU-02	L	House "Awaba Park"	18 Marmong St 2b First St	Lot 120, DP 855520 Lot 33, DP 1133743	CH-07	L	Cottage	Lot 80, DP 222717
BU-03	L	Quigley Grave	24 Park Pde	Pt Lot 468, DP 774186	CH-08	L	Cottages	Lot 84, DP 222717 Lot 85, DP 222717 Lot 86, DP 222717 Lot 87, DP 222717
Cams Wharf					CH-10	L	Cottage	Lot 54, DP 222717
CW-01	L	Lord of the Manor Cams Cottage	13 Cams Wharf Rd	Lot 2, DP 616354	CH-12	L	Cottage	Lot 58, DP 222717
Cardiff					CH-14	L	Coal Loader Jetty	Lot 104, DP 1129872
CF-01	L	Row of 4 Shops with Cottages	275 Main Rd 279 Main Rd	Lot 21, DP 544989 Lot 22, DP 544989	CH-17	L	House and 4 Norfolk Pines	Lot 22, DP 593154
CF-02	L	Brick Shops	281 Main Rd	Lot 4, DP 10789	CH-19	L	Anglican Church	Lot 21, DP 593154
CF-04	L	Former Doctor's Surgery	8 Michael St	Lot 2, DP 214463	CH-21	L	Group of cottages	Lot 14, DP 222943 Lot 15, DP 222943 Lot 16, DP 222943 Lot 17, DP 222943 Lot 18, DP 222943 Lot 19, DP 222943
CF-05	L	House	6 Michael St	Lot 1, DP 214463				Lot 41, DP 222943
CF-08	L	Cardiff Masonic Hall	4 Margaret St	Lot 12, Section B, DP 8186				Lot 42, DP 222943 Lot 43, DP 222943 Lot 44, DP 222943
CF-09	L	House	309 Main Rd	Pt Lot 34, DP 755233				Lot 45, DP 222943
CF-15	L	St Kevin's Cottage	230 Main Rd	Lot 1, DP 1015805				Lot 47, DP 222943
CF-16	L	St Kevin's Church	226 Main Rd	Lot 3, Section A, DP 4143				Lot 48, DP 222943
CF-17	L	Former Miner's Cottage	251 Main Rd	Lot 1, DP 303203				Lot 48, DP 222943

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CH-22	L	Hall	58 Flowers Dr	Lot 49, DP 222943	CB-18	L	Bethel Hall	50 Central Rd	Lot 18, DP 129134
CH-24	L	House	1 Northwood Rd	Lot 1, DP 407474	CB-21	L	College Hall	50 Central Rd	Lot 18, DP 129134
CH-27	L	House	26 Flowers Dr	Lot 1, DP 1107593	CB-22	L	Science Hall	50 Central Rd	Lot 18, DP 129134
CH-32	L	Cemetery	38 Flowers Dr (off Colliery Rd)	Lot 223, DP 1102989	CB-23	L	House "The Laurels"	50 Central Rd	Lot 18, DP 129134
CH-34	S	Former WWII RAAF Radar Station 208	8 Northwood Rd	Lot 7079, DP 1029250	CB-24	L	Auditorium	50 Central Rd	Lot 9, Section 7, DP 3533
Charlestown			145 Mine Camp Rd	Lot 16, DP 755266 Lot 3, DP 1016670	CB-26	L	Sanitarium Health Foods Factory	70 Central Rd 70 Central Rd	Lots 6, 7 and 8, Section 1, DP 3533 Lot 1, DP 938761
CT-01	L	Miners' Cottages	300 Charlestown Rd	Lot 2, DP 33470 Lot 4, DP 33470	CB-27	L	Sanitarium Dairy Farm	15 Central Rd	Lots 18 to 23, Section 3, DP 3533
CT-03	L	Cottage	304 Charlestown Rd	Lot 5, DP 33470 Lot 6, DP 33470	CB-28	L	House "Three Bells"	597 Freemans Dr	Lot 201, DP 1059478
CT-04	L	Brick Cottage	306 Charlestown Rd		CB-29	L	Cottage	661 Freemans Dr	Lot A, DP 416525
Coal Point			308 Charlestown Rd		CB-31	L	House "Sunnyside"	27 Avondale Rd	Lot 2, DP 204207
CP-01	L	Threlkeld's Mine	32 Smith St	Lot 1, DP 213865	Dora Creek				
Cooranbong			36 Smith St	SP 43904	DC-02	L	House	16 Dora St	Lot 11, DP 533825
CB-01	L	Grave "Frost's Rest"	54 Mannings Rd	Lot 1, DP 919600	DC-03	L	Holmes Store	3 Watt St	Lot 38, DP 528601
CB-02	L	Catholic Church and Cemetery	6 Martinsville Rd	Lot 1, DP 197852	DC-04	L	Former St Paul's Anglican Church	26 Coonumbung Rd	Lot 101, DP 840020
CB-03	L	Former Post Office	41 Martinsville Rd	Lot 120, DP 755223	Dudley				
CB-06	L	House	9 Kings Rd	Lot 3, DP 549007	DL-01	L	Cast Iron Reservoir	147 Ocean St	Lot 1, 446723
CB-07	L	House	85 Kings Rd	Lot 1, DP 798409	DL-02	L	Dudley Monument	Corner of Redhead Rd and Ocean St	Lot 189, DP 755233
CB-08	L	North Coonumbung Cemetery	200 Martinsville Rd	Lot 7300, DP 1145113 Lot 1, DP 1095988	DL-03	L	Two Miner's Cottages	125 and 127 Ocean St	Lot 3, Section D, DP 2657 and Lot 11, DP 1150274
CB-09	L	Suspension Footbridge	Off Victory St—Crosses Dora Creek		DL-04	L	Dudley Public School	124 Ocean St	Lot 145, DP 755233
CB-17	L	Water Tower	15 Central Rd	Lot 20, DP 3534	DL-06	L	Pensioners Hall	98 Ocean St	Lot 1, DP 931771
					DL-07	L	Ocean View Hotel	85 Ocean St	Lot 20, Section A, DP 2304
					DL-08	L	Royal Crown Hotel	94 Ocean St	Lot 18, Section B, DP 2304

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DL-09	L	Former Miner's Cottage	31 Thomas St	Lot 9, Section D, DP 2657	HV-06		Brick House	54 Appletree Rd	4479
DL-10	L	Former Miner's Cottage	29 Thomas St	Lot 11, Section D, DP 2657	HV-07	L	House	20 William St	Lot 22, DP 740832 Lot 14, Section E, DP 5432
Edgeworth									
EW-07	L	School Teacher's Residence	7 Minimi Rd	Lot 106, DP 755262	HV-08	L	Former Police Station	20 Charlotte St	Lot 15, Section E, DP 5432
Eraring									
ER-01	L	Eraring Power Station	268 Rocky Point Rd, Eraring	Lot 11, DP 1050120 Lot 10, DP 1050120	HV-09	L	Post Office Store	18 George St	Lot 1, Section L, DP 3442
			294 Rocky Point Rd, Eraring	Lot 50, DP 840671	HV-11	L	Holmesville Hotel	21 George St	Lot 20, Section M, DP 3442
			115 Construction Rd, Myuna Bay	Lot 21, DP 840668	HV-20	L	House	32 Seaham St	Lot 42, Section B, DP 4479
			215 Construction Rd, Myuna Bay	Lot 51, DP 840671	HV-24	L	Railway Station	Killingworth Rd (also see RT-09)	
			235 Construction Rd, Myuna Bay		HV-25	L	Former Uniting Church	29 Helens St	Lot 16, Section N, DP 3442
			260 Construction Rd, Myuna Bay		Kahibah				
Fassifern									
FF-01	L	Fassifern Railway Cottage	Wallsend Rd	Lot 1, DP 854050	KH-01	S	Glenrock Railway and Mine Entrance and early coal mining sites	Glenrock State Recreation Area	Lot 1, DP 523208 and Lot 21, DP 575387
FF-02	L	Toronto Railway Overbridge	(over) Fassifern Rd (also see RT-11)		Killingworth				
FF-03	L	Fassifern Railway Station	29 Fassifern Rd		KW-02	L	Eicom Newcastle Substation	101 Killingworth Rd	Lot 1, DP 619513 Lot 2, DP 619513
Freemans Waterhole									
FW-01	L	Headframe Former Mining Museum	890A Freemans Dr	Lot 80, DP 610602	KW-03	L	Former Killingworth Hotel	39 Killingworth Rd	Lot 13, Section E, DP 4339
Glendale									
GD-01	L	Cardiff Railway Workshops	460 Main Rd	Lot 100, DP 1100258	KW-05	L	Soldier's Memorial	26 The Broadway	Lot 1, Section D, DP 4339
Holmesville									
HV-04	L	Brick House	47 Appletree Rd	Lot 3, Section B, DP	Kotara South		South Waratah Colliery	31 Kirkdale Dr (also see RT-06)	Lot 132, DP 243393
					KS-01	L	Little Pelican cottages and site		Lot 7036, DP 1030788
					Marks Point				

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MK-01	L	House	15 Haddon Cr	Lot 1, DP 124241					Psychiatry		
Martinsville											
MV-01	L	Public School	495 Martinsville Rd	Lot 157, DP 823773	MS-23	S	Morisset Hospital Ward 12	69a Fishing Point Rd, Bonnells Bay		Lot 1 DP 880557	
MV-02	L	House	32 Wilkinson Rd	Lot 1, DP 741192	MS-24	L	Morisset Hospital Residence No 3	69a Fishing Point Rd, Bonnells Bay		Lot 1 DP 880557	
MV-03	L	"Woodside"	Owens Rd		MS-25	S	Morisset Hospital Maximum Security Division	69a Fishing Point Rd, Bonnells Bay		Lot 1 DP 880557	
MV-04	L	Dora Creek Bridge			MS-26	L	Morisset Hospital Cottage Row Residence Nos 16, 17, 18, 19, 20 and 21	69a Fishing Point Rd, Bonnells Bay		Lot 1 DP 880557	
MV-08	L	Farm House "Wonga Hill"	324 Owens Rd	Lot 63, DP 661760							
	L	Former Union Church	447 Martinsville Rd	Lot A, DP 4329	MS-29	S	Morisset Hospital Water Supply Dam—Poumaalong Creek	69a Fishing Point Rd, Bonnells Bay		Lot 1 DP 880557	
Morisset											
MS-01	L	Stationmaster's House	58 Dora St	Pt Lot 1, DP 1002965							
MS-02	L	Community Hall	77 Dora St	Lot 2, DP 590896	Nords Wharf						
MS-04	L	Mullard Chambers building	71 Dora St	Lot 1, DP 215590	NW-01	L	Former Guesthouse "Kurrawilla"	127 Marine Pde		Lot 4 to 9, DP 23483	
MS-08	L	Morisset High School	33 Bridge St	Lot 3, Section 40, DP 758707	NW-02	L	"Nords Wharf"	43c Nords Wharf Rd		PO 1970/126	
MS-10	L	Tree—Morisset's Campsite	147 Macquarie St	Lot 7045, DP 93593	Pelican						
MS-12	S	Morisset Hospital Wards 5 and 6	84 Bridge Street, Morisset	Lot 1, DP 880557							
MS-13	S	Morisset Hospital Ward 9, Clinical Dept	84 Bridge Street, Morisset	Lot 1, DP 880557	PF-01	L	Cabbage Trees	5 Soldiers Rd		Lot 135, DP 1151226	
Railways and tramways											
MS-14	S	Morisset Hospital Ward 10	84 Bridge Street, Morisset	Lot 1, DP 880557	RT-01	L	West Wallsend Steam Tram Line	West Wallsend to Newcastle via Wallsend, Holmesville, Estelville, Edgeworth and Glendale			
MS-15	S	Morisset Hospital The Chapel	84 Bridge Street, Morisset	Lot 1, DP 880557							
MS-16	S	Morisset Hospital Recreation Hall	84 Bridge Street, Morisset	Lot 1, DP 880557							
MS-17	S	Morisset Hospital The Main Store	69a Fishing Point Rd, Bonnells Bay	Lot 1 DP 880557	RT-02	L	Speers Point Steam Tram Line	Newcastle to Speers Point via West Wallsend			
MS-19	S	Morisset Hospital Residence No 1	69a Fishing Point Rd, Bonnells Bay	Lot 1 DP 880557	RT-03	L	Great Northern Railway	Line passes through Lake Macquarie from			
MS-20	S	Morisset Hospital Ward 17, General	69a Fishing Point Rd, Bonnells Bay	Lot 1 DP 880557							

RT-04	L	Belmont Railway	Garden Suburb to Wyee	RT-15	L	Loop	Station
			Adamstown to Belmont, the New Redhead Estate and Coal Company Railway	Rathmines		Cardiff South Colliery Tramway	Macquarie Rd, Cardiff South
RT-05	L	Branch Lines from the Belmont Railway	Burwood No 3 Colliery, Whitebridge, Dudley Colliery, Colliery, Redhead, John Darling Colliery, Belmont North, Belmont Colliery Sidings, Belmont	RM-00	S	Rathmines Park (former RAAF Seaplane Base)	Area bounded by Lake Macquarie, The Circuit, Rosemary Row and Overhill Rd Lots 37-49, Pt Lot 50 and Pt Lot 51, DP 11537 Lot 4, DP 704472 Lot 1, DP 226530 Lot 1, DP 226531 Lot 1, DP 226532 Lot 1, DP 226533 Lot 1, DP 226534 Lot 7, DP 516152 Lot 60, DP 584602 Lots 62-64, DP 596913 Lots 648 and 654, DP 806611
RT-06	L	Raspberry Gully Line Railway	Opposite Dalpura Lane to the Main Northern Railway Line, near Adamstown along Styx Creek	RM-01	L	Catalina Memorial Nursing Home	171 Dorrington Rd Lot 2, DP 226531
RT-09	L	Seaham, West Wallsend, Fairfey and Killingworth Railway	Cockle Creek to Seaham No 1 Colliery at Seahampton with branches to Fairfey and Killingworth	RM-02	L	Community Hall	1 Overhill Rd Lot 64, DP 596913
				RM-03	L	Catamaran Club	1 Overhill Rd Lot 64, DP 596913
				RM-04	L	Christadelphian School	2 Stilling St Lot 5, DP 226534
				RM-05	L	Flying Boat Ramps	1 Overhill Rd Lot 64, DP 596913
				RM-06	L	Rathmines Bowling Club	1 Stilling St Lot 4, DP 226533
RT-10	L	Rhondda Colliery Railway	From West Wallsend railway on the northside of Stockton Borehole Colliery to the Rhondda Colliery south of Rhondda Rd, Teralba	RM-07	L	Catalina War Memorial	1 Overhill Rd Lot 64, DP 596913
				RM-08	L	Rathmines Holiday Camp	3 Stilling St Lot 1, DP 226530
				RM-09	L	Brick Store	1 Overhill Rd Lot 64, DP 596913
				RM-10	L	Boat Slip	1 Overhill Rd Lot 64, DP 596913
RT-11	L	Fassifern to Toronto Branch Railway Line	Fassifern Railway Station to Toronto Railway Station and then Toronto Wharf	RM-12A	L	Emergency Radio Bunkers	115 Wangi Rd Lot 466, DP 1138964
				Redhead			
RT-14	L	Wyee Coal Conveyor Railway	North of Wyee to Vales Point Power	RH-01	L	Lambton Colliery	1 Geraldton Dr Lot 68, DP 878840

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RH-03	L	Under-Manager's House	17 Geraldton Dr	Lot 7, DP 878840		Swansea	German Mortar)	
RH-04	L	"The Gables"	87 Redhead Rd	Lot 4, DP 737493		SS-02	The Swansea Hotel	Lot 12, DP 1101804
RH-07	L	Mine Manager's House	21 Elsdon St	Lot 100, DP 609787				
RH-08	L	Shark Tower	2A Beach Rd	Lot 1412, DP 755233				
Speers Point								
SP-03	L	House	10 Council St	Lot 1, DP 518527		SD-02	Coast Guard Station	Lot 548, DP 39981
SP-04	L	House	8 Council St	Lot 1, DP 521920		SD-03	Reid's Mistake, Head and Channel	Pt Reserve 88033
SP-08	L	House	18 Alley St	Lot 11, DP 525378				
SP-09	L	House	37 Alley St	Lot 1, DP 587774				
SP-10	L	Cottage	64 Speers St	Lot 1, DP 348879				
SP-11	L	House	66 Speers St	Lot 3, DP 562487		TA-03	Shop	Lot 1, DP 999965
SP-12	L	House	41 Albert St	Lot 1, DP 962726		TA-08	House "Moria"	Lot 17, DP 816302
SP-13	L	House	74 Speers St	Pt Lot 1, DP 956798		TA-09	Teralba Public School	Lot 2, DP 795123
SP-14	L	House	214 The Esplanade	Lot 1, DP 108865		TA-10	Great Northern Hotel	Lot 7, Section A, DP 447469
SP-16	L	House "The Knoll"	374 The Esplanade	Lot 3, DP 786053		TA-11	House "AS"	Lot 261, DP 554269
SP-17	L	House	332 The Esplanade	Lot 4, DP 350608		TA-12	Station Master's Cottage	Lot 3, DP 831957
SP-19	L	House	302 The Esplanade	Lot 32, DP 564214		TA-13	Teralba Cemetery	Lot 31, DP 858667
SP-23	L	House	282 The Esplanade	Lot 145, DP 558308		TA-16	Gartlee Mine	Lot 102, DP 1131669
SP-25	L	Former Lake Macquarie Council Chambers	143 Main Rd	Lot 13, DP 810700		TA-17	Rhondda Colliery	Lot 101, DP 1073163 Lot 76, DP 756262
SP-26	L	House	141 Main Rd	Lot 1, DP 368588		TA-18	Former Co-operative Store	Lot 18, DP 1158353
SP-29	L	Speers Point Garage	155 Main Rd	Lot 12, Section A, DP 4063		TA-25	St Hilda's Church	Lot 4, DP 1128610
SP-30	L	House "Shangri-la"	157 Main Rd	Lot 11, Section A, DP 4063				
SP-31	L	House	159 Main Rd	Lot 10, Section A, DP 4063		TT-01	House "Manuka"	Lot 461, DP 589541
SP-34	L	Lakeview Street Theatre	81 Lakeview St	Lot 14, Section B, DP 4063		TT-06	House "The Moorings"	Lot 1, DP 1108227
SP-36	L	Shelter Shed	15 Park Rd	Lot 1, DP 998238		TT-08	Toronto Cemetery	Lots 7044 to 7046, DP 1052029 and Lot 7058, DP 1052031
SP-37	L	Minenwerfer (or	15 Park Rd	Lot 1, DP 998238		TT-09	Toronto Hotel	Lot 201, DP 549239

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TT-11	L	Former Railway Station	16 Victory Row	Lot 220, DP 1021925	WB-02	L	First Orange Orchard	The slope with north eastern aspect falling from crest of hill at corner Beryl and Mills Sts down to creek and tramway	(WB-03)
TT-12	L	Frith's Store	66-74 The Boulevarde	Lot 1, DP 1154114					
TT-15	L	Building Restaurant	24 Victory Pde	Lot 1, DP 301366					
TT-16	L	Royal Motor Yacht Club Annexe	8 Arnott Ave	Lot 12 to 15, DP 456286	WB-03	L	Mine Pithead and Coal Tramway to Lake	Follows creek from below Barbara St, to Lake between Howard and James Sts	
TT-17	L	Building Restaurant	6 Arnott Ave	Lot X, DP 406274, Pt Lot 424, DP 823708, Lot 1, DP 917503					
TT-18	L	Boatman's Cottage Lakefront	4 Arnott Ave	Lot 1, DP 950464					
TT-19	L	Boathouse and Winches Lakefront	4 Arnott Ave	Lot 1, DP 950464 PO 65/60	WB-04A	L	Cottage	17 Daydawn Ave	Lot 10, DP 651218
TT-20	L	House	4 Arnott Ave	Lot 1, DP 950464	West Wallsend				
TT-21	L	House "Burnbrae"	32 Renwick St	Lot 1, DP 122786	WW-01	L	West Wallsend Football Club Ground	3 Laidley St, Johnson Park	Lot 1, DP 421411
TT-22	L	Station Master's Cottage	98 Brighton Ave	Lot 1, DP 125979	WW-02	L	West Wallsend (No 1) Colliery	off Wilson St	Pt Lot 106, DP 1000408
TT-23	L	House "McGeachie's"	109 Brighton Ave	Lot 2, DP 515029	WW-05	L	Cottage	12 Carrington St	Lot 6, Section Z, DP 3809
TT-29	L	Convent of Mercy House	26 Renwick St	Lot 2122, DP 1116609	WW-06	L	Cottage	15 Carrington St	Lot 15, Section D, DP 2252
TT-30	L	House	23 Renwick St	Lot 2, DP 350492					
TT-38	L	Cottage	6 Renwick St	Lot 21, Section 7, DP 4236	WW-08	L	House "Earston Cottage"	20 Carrington St	Lot A, DP 370073
TT-42	L	House	16 Hunter St	Lot 111, DP 596414	WW-10	L	Former Shop and Doctors surgery	47 Carrington St	Lot 16, Section C, DP 2252
TT-43	L	Winn's House	19 Hunter St	Lot 100, DP 717511	WW-11	L	House	47 Carrington St	Lot 16, Section C, DP 2252
Wangi Wangi									
WG-01	S	Wangi Power Station	80 Donnelly Rd	Lot 101, DP 880089	WW-12	L	Former Shop and House	52 Carrington St	Lot 2, Section G, DP 2252
WG-04	L	House "Dobell House"	47 Dobell Dr	Lot 13, DP 8840	WW-13	L	Post Office and Residence	54 Carrington St	Lot 1, Section G, DP 2252
WG-06A	L	Gun emplacements	24 Reserve Rd	Lot 526, DP 662836	WW-14	L	Catholic Church and Convent	5 Hyndes St	Lot 15, Section G, DP 2255, Lot 16, Section G, DP 2252, Lot 1, DP 500232, Lot 2, DP 500232
Warners Bay									
WB-01	L	House "Ali's Palace"	6 Fairfax Rd	Lot 2, DP 20222, Lot 34, DP 20222, Pt Lot 1, DP 20222	WW-15	L	Soldiers' Memorial and Park	49 Carrington St	Lot 1, DP 301342

Certificate No. 75155

WW-16	L	Workers' Club	51 Carrington St	Lot 11, DP 863266	WW-47	L	Mt Sugarloaf No 1 Colliery	755262
WW-18	L	Clyde Inn Hotel	57 Carrington St	Lot 12, Section B, DP 2252	WW-50	L	West Wallsend Cemetery	Lot 7, DP 813135
WW-19	L	House	59 Carrington St	Lot A, DP 382915	WW-52	L	West Wallsend Cemetery	Lots 980 and 981, DP 589701
WW-23	L	Former School of Arts	65 Carrington St	Lot 21, DP 875161			30a George Booth Dr, Estelville	Lot 1, DP 923587
WW-26	L	West Wallsend Co-Op	76a Carrington St 6 Withers St 8 Withers St	Lot 7, Section E, DP 2252 Lot 8, Section E, DP 2252 Lot 9, Section E, DP 2252	WW-58	L	Anglican Church	Lot 81, DP 1143907
WW-31	L	West Wallsend Public School	49a Wallace St	Lot 5, Section J, DP 2252, Lot 6, Section J, DP 2252, Lot 7, Section J, DP 2252, Lot 8, Section J, DP 2252, Lot 9, Section J, DP 2252, Lot 10, Section J, DP 2252, Lot 11, Section J, DP 2252, Lot 12, Section J, DP 2252, Lot 1, DP 415746, Lot 1, DP 103681, Lot 1, DP 203314, Lot 1, DP 418805	Whitebridge			
WW-32	L	Miners' Memorial	49a Wallace St	Lot 8, Section J, DP 2252	WH-01	L	Whitebridge Cemetery	Lots 1697, 1698 and 1731, DP 755233
WW-33	L	Presbyterian Church	48a Wallace St	Lot 1, Section O, DP 2253	WH-02	L	House	Lot 7, DP 800730
WW-35	L	Baptist Church	49 Wallace St	Lot 15, Section K, DP 2252	WH-08	L	Railway Cutting and Bridge	Old Dudley Rd (also see RT-04)
WW-38	L	Former Northumberland Hotel	1 Hyndes St	Lot 11, DP 565278	WH-09	L	Captain Bulls Garden	Lot 10, DP 220823
WW-39	L	Cottage	53 Wilson St	Lot B, DP 315094	Wyee			
WW-40	L	Cottage	8 Laidley St	Lot B, DP 319636	WY-02	L	Wyee Channel	Extending north, from the Wyee Dam, passing under Summerhayes Rd
WW-41	L	Museum Hotel	70 Wilson St	Lot 21, DP 700424				
WW-46	L	Mt Sugarloaf and the Sugarloaf Range	Mt Sugarloaf Rd	Lot 1, DP 231108, Lot 2, DP 231108, Lot 21, DP 223395, Lot 1, DP 207238, Lot 1, DP 338999, Lot 121, DP				

Certificate No. 75155

Part 2 Potential archaeological sites other than of indigenous origins

Item No	Significance	Item	Address	Property description
1		Wharf	Middle Camp Beach, Catherine Hill Bay	
2		Wallarah East Pit	Flowers Dr, Catherine Hill Bay	
3		Newstan Colliery	Fassifern Rd, Fassifern	
4		Lambton Colliery Redhead	Crown Land Redhead	Lot 2050, DP 823153
5		Arnos Bros, Quarry	Teralba	
6		North Burwood Colliery	Burwood Rd, Whitebridge	
7	L	Former mine site	180 Ross St, Green Point Reserve	Lot 2, DP 845516
AW-08	L	Railway Station cottage	34 Brisbane St, Awaba	
BN-01	L	Former John Darling Colliery—potential archaeological site	John Fisher Rd, Siloam Dr, John Fallins Cl, John Darling Ave	Lots 2-8, DP 1038830 Lots 1-5, 7-9, 12-14 and 16 and 17, 19-20, 22 and 23-25, DP 270530 Lots 201-207, 209-221, 223, 225 and 226, DP 1136649 Lots 1 and 2, DP 1153652 Lots 301-330, DP 1148102 Lots 501-505, DP 1156100 Lots 1 and 2, DP 1159382

Schedule 5 Natural heritage items

(Dictionary)

Part 1 Items relating to fossils

Item No	Significance Item	Address	Property description
Blackalls Park			
BK-01 L	Fossil Tree Sections	Venetia Ave	Lot 6, DP 12604
BK-04 L	Fossil Tree Reserve	40 Aldon Cr	Reserve 38237

Swansea Heads

NI L	Numerous fossil tree stumps preserved in situ—remains of fossil forest	Off Lambton Pde	Adjacent to Reserve 88033 and DP 39981
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Tingira Heights

TH-01 S L	Nature Reserve and being permiian fossil insect horizon	Burton Rd	Lot 180, DP 755233 and area from Belmont to Warners Bay depicted on Map prepared by OLEM Knight, titled <i>Permian Fossil Horizon Belmont—Warners Bay 1949</i> (Records of the Australian Museum 1950)
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Part 2 Landmark of Aboriginal and European heritage significance supporting tree groups and individual trees

Item No	Significance Item	Address	Property description
LM-01 L		Puibah Island	

Schedule 6 Places or potential places of Aboriginal heritage significance

(Clause 50 and Dictionary)

Part 1 Places of Aboriginal heritage significance

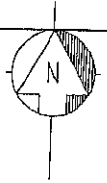
Item No	Significance Item	Address	Property description
	Various		All property identified as an Aboriginal site in that Register
	All sites identified in the last edition of the National Parks and Wildlife Service's Aboriginal Sites Register available at the office of the Council		

Part 2 Potential places of Aboriginal heritage significance

Item No	Significance Item	Address	Property description
	Various		All properties identified as an Aboriginal site, locality or landscape as held in the records of Lake Macquarie City Council
	All sites, localities and landscapes identified in the <i>Lake Macquarie Aboriginal Heritage Study Report</i> available at the office of the Council		



HUNTER WATER CORPORATION
A.B.N. 46 228 513 446



SEWER MAIN AVAILABILITY DIAGRAM

Enquiries: 1300 657 657

APPLICANT NAME: TURNBULL HILL PARTNERS

SOLICITORS REF:

APPLICANT ADDRESS: DX12607, CHARLESTOWN

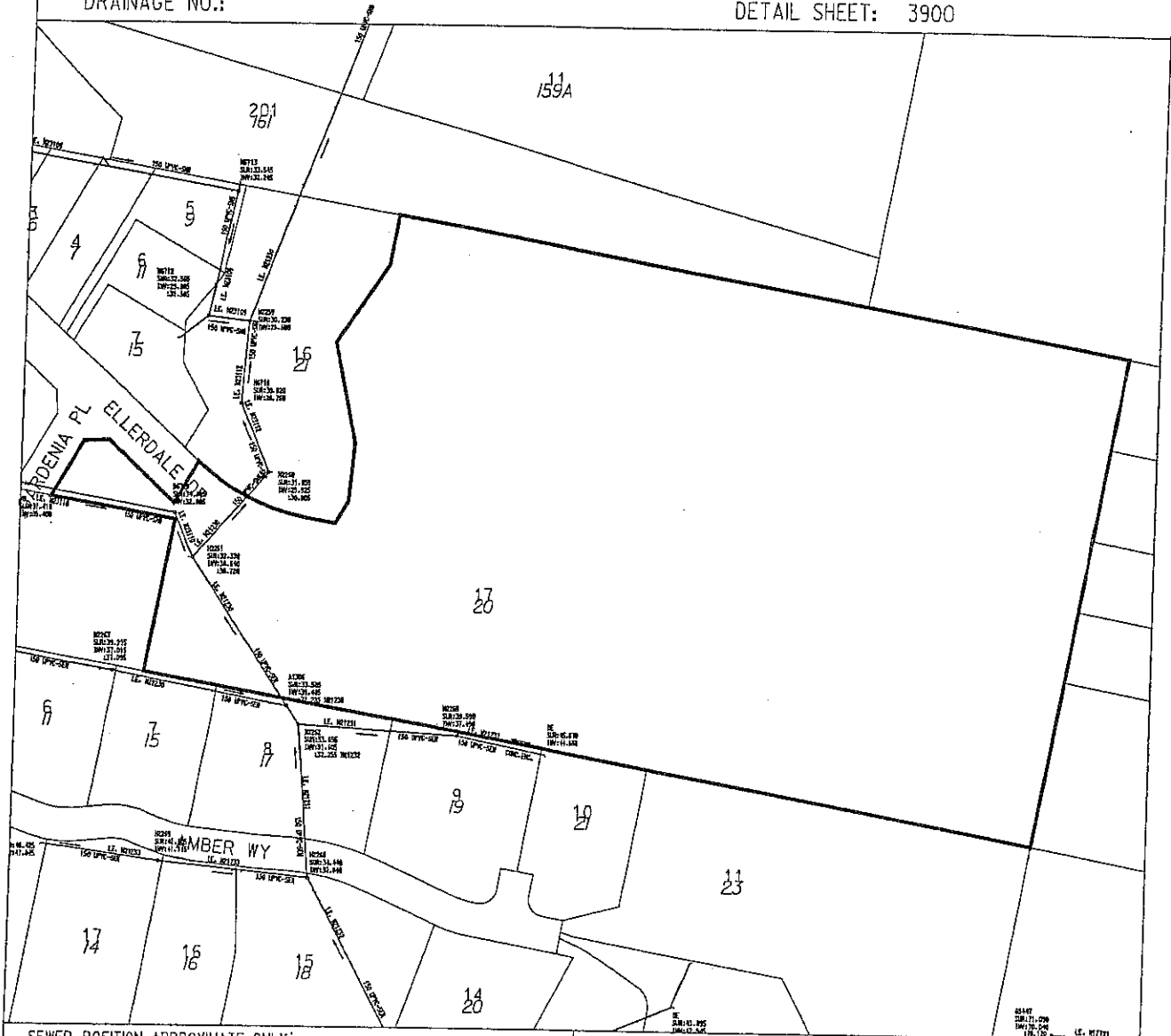
CUSTOMER NO.: 214809

LOT/SECTION/DP: I7//I055166

CUSTOMER ADDRESS: 20 ELLERDALE DR, GLENDALE

DRAINAGE NO.:

DETAIL SHEET: 3900



SEWER POSITION APPROXIMATE ONLY:
SUBJECT PROPERTY BOLDED.
ALL MEASUREMENTS ARE METRIC.

IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF A COMMERCIAL DEVELOPMENT (RETAIL, MEDIUM DENSITY, RESIDENTIAL, ETC) IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 657 657

IMPORTANT:
IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE INTENDING OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION.

ANY INFORMATION SHOWN ON THIS PLAN MAY NOT BE UP TO DATE AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.

Date:
19-JAN-2004

Scale:
1:2000

(C) CADASTRAL/CONTOUR DATA
LAND INFORMATION CENTRE

(C) SEWER/WATER UTILITY DATA
HUNTER WATER CORPORATION

6 December 2007

Monteath & Powys Pty Ltd
PO Box 726
NEWCASTLE NSW 2300

Development Application Notice Of Determination

Issued under the Environmental Planning and Assessment Act 1979
Sections 80, 80A & 81 (1)(a)

Development Consent No: DA/214/2007
Property Address: Lot 17 DP 1055166
20 Ellerdale Drive, GLENDALE NSW 2285
Description of Development: Residential Subdivision creating eight lots and Public Road
Determination: Approved
Determination Date: 6 December 2007
Consent to operate from: 6 December 2007
Consent to lapse on: 6 December 2010

Conditions of Consent

(Approved subject to the conditions specified in this notice and in accordance with the stamped approved plans.)

Reason for the Imposition of Conditions

The reason for the imposition of the following conditions is to ensure, to Council's satisfaction, the objects of the Environmental Planning and Assessment Act 1979 (as amended) are achieved:

- (a) To encourage:
 - (i) The proper management, development and conservation of natural and artificial resources, including agricultural land, natural areas, forest, minerals, water, cities, towns, and villages for the purpose of promoting the social and economic welfare of the community and a better environment,
 - (ii) The promotion and co-ordination of the orderly and economic use of development of land,

-
- (iii) The protection, provision, and co-ordination of communication and utility services,
 - (iv) The provision of land for public purposes,
 - (v) The provision and co-ordination of community services and facilities, and
 - (vi) The protection of the environment, including the protection and conservation of native animals and plants including threatened species, populations, and ecological communities and their habitats, and
 - (vii) Ecologically Sustainable Development, and
 - (viii) The provision and maintenance of affordable housing,
- (b) To promote the sharing of the responsibility for environmental planning between the different levels of government in the State, and
 - (c) To provide increased opportunity for public involvement and participation in environmental planning and assessment.

1. The Approved Development And Compliance With Conditions

Compliance with Conditions

The approval comprises the application, the plans, and the documents set out in the paragraph below and the conditions of consent. The proposed development may only proceed in accordance with these documents.

The development shall be carried out in accordance with the conditions of consent and the following documents (as may be varied by the conditions of consent):-

- A. Statement of Environmental Effects by Monteath & Powys Pty Ltd.
- B. Lot Layout by Monteath & Powys Pty Ltd.
- C. Stormwater Management Plan by Monteath & Powys.
- D. Slope Stability Assessment by Coffey Geosciences Pty Ltd.
- E. Bushfire Threat Assessment by Australian Bushfire Protection Planners Pty.
- F. Flora and Fauna Assessment by Ecotone Ecological Consultants Pty Ltd.
- ~~G. Landscaping Plan by Moir Landscape Architecture.~~

It is the responsibility of the Applicant to meet all expenses incurred in undertaking the development including expenses incurred in complying with conditions imposed by this consent.

It is the Applicant's responsibility to provide all Compliance Certificates, documentation and other evidence to verify that the conditions and requirements imposed by this consent have been complied with.

2. Environmental Management

Erosion and Sediment Control Plan

The Applicant shall submit for approval, with the Construction Certificate, an Erosion and Sediment Control Plan for the development in accordance with Council's Development Control Plan No. 1 and Landcom's – Managing Urban Stormwater documents (2004).

Sediment and Erosion Control works shall be carried out in accordance with the approved Plan and no work shall commence until the erosion and sediment control works specified in the Plan are in place and their placement has been approved by the Principal Certifying Authority.

Erosion Control Sign

The Applicant shall supply and erect Council's standard Erosion Control Sign as detailed in Standard Drawing No. 3403/1. The sign shall be erected in a prominent location near the entrance to the development prior to the commencement of earthworks.

Dedication of Lots as Public Reserve

The Applicant shall dedicate Lot 8 to Council as drainage reserve at no cost to Council. The dedication shall take place at the time of registration of the Final Plan.

The Applicant shall clear all rubbish, noxious plants, weeds, exotic plants and hazardous trees from the area to be dedicated as public reserve and undertake landscaping works to the satisfaction of Council prior to the dedication of the lot/s.

Preservation of Trees and Vegetation

Trees and other vegetation may only be removed from the site of road, drainage, bushfire mitigation and regrading works as approved in the Construction Certificate. An application shall be made to Council in accordance with Clause 34 of Council's LMLEP 2004 for the removal of any other trees.

All reasonable measures shall be undertaken to protect all other vegetation on the site and on adjoining lands from damage during construction. Such measures shall include but not be limited to:-

- * clearly marking trees to remain
- * avoiding compaction of ground around trees to remain
- * clearly delineating the area of disturbance, and keeping all vehicles, construction materials and refuse within that area
- * limiting the number of access points.

The area marked as vegetation retention on lot 7 shall be protected during construction by the installation of a temporary fence to delineate the protection zone. A restriction

as to user shall be placed on the title of lot 7 to the effect that no development shall be permitted in the area denoted as "vegetation to be retained" on the approved plan.

Salvage of Trees and Shrubs

Trees and shrubs which are felled shall be salvaged for re-use, either in log form, or as a woodchip mulch for erosion control and/or site rehabilitation. Non-salvageable material such as roots and stumps shall be disposed of in an approved manner.

Grassing

The Applicant shall grass areas of the site disturbed by works so as to prevent erosion. All disturbed areas shall be revegetated as soon as practical, and no later than the times specified in Landcom's – Managing Urban Stormwater documents (2004).

Kikuyu grass shall not be used in areas adjoining native bushland or in drainage lines or channels.

Landscaping Works

The Applicant shall undertake landscaping works in accordance with the plans prepared by Moir Landscape Architects.

No planting shall take place prior to the approval of the final landscaping plan by a **Construction Certificate**.

Correspondence shall be provided from a recognised Landscaping professional, that indicates that the landscaping works have been completed in accordance with the approved plan, prior to the issue of a **Subdivision Certificate**. All landscaping works shall be maintained for a period of twelve months.

The Applicant shall lodge a cash bond or Bank Guarantee with the Council for the sum as outlined in the Tree Replacement condition of this consent. The monies will be released 12 months after planting when Council is satisfied that the landscaping has established.

Tree Replacement

In accordance with Council's Policy on tree preservation the Applicant shall replace trees lost as a result of subdivision works. The Applicant shall plant and maintain for a period of twelve months 40 trees within the subdivision or at alternative location approved by Council. A landscaping plan prepared in accordance with the requirements of Council's Landscape Guidelines Development Control Plan No. 31 shall be prepared for this tree replacement.

No planting shall take place prior to the approval of this plan by the Principal Certifying Authority. All trees shall be of a minimum 25 litre pot size.

The Applicant shall lodge a bank guarantee with Council for the sum of **\$4000.00**. Council will require the Bank to make payment to Council of the amount equivalent to

\$100.00 per tree for each tree planted which has not survived twelve (12) months from the time of planting.

Gross Pollutant Trap

The Applicant shall design and construct a permanent Gross Pollutant Trap and Trash Rack. The design shall be in accordance with Gross Pollutant Traps Design Guidelines prepared by Willing and Partners 1989 (copies are available from Council) and Council standard drawing No. 3213-1. Alternate designs that satisfy the requirements of DCP 1 (Volume 2 - Engineering Guidelines Part 3) shall also be considered.

Satisfactory plans and calculations for such Gross Pollutant Trap and Trash Rack shall be submitted prior to the issue of a Construction Certificate.

The applicant shall include a "Maintenance Plan" with the Construction Certificate documentation, in accordance with Council's "Stormwater Treatment Framework & Stormwater Quality Improvement Device Guidelines".

Maintenance access in the form of a 3 metre wide concrete driveway shall be constructed in the proposed pathway, extending to the gross pollutant trap.

Noise Control

All possible steps shall be taken to silence construction equipment and the operating noise level of plant and equipment shall not give rise to "offensive noise" as defined by the Protection of the Environment Operations Act 1997.

The operating noise level of machinery, plant and equipment during construction site operations shall comply with Chapter 171 of the NSW EPA's Noise Control Manual.

Construction operations shall be confined between the hours of 7.00am to 6.00pm Monday to Friday and 8.00am to 1.00pm Saturday. If construction operations are inaudible within occupied residential properties then the work period may be extended on Saturdays to 7.00am to 1.00pm. No construction work shall take place on Sundays or Public Holidays.

Should it be necessary to use mechanical rock breakers or conduct blasting then these operations shall be confined between the hours of 9.00am and 3.30pm Monday to Friday (excluding any Public Holiday).

Noise Level Restrictions

- (i) Construction period of 4 weeks and under:-

The L10 level measured over a period of not less than 15 minutes when the construction site is in operation must not exceed the background level by more than 20dB(A).

- (ii) Construction period greater than 4 weeks:-

The L10 level measured over a period of not less than 15 minutes when the construction site is in operation must not exceed the background level by more than 10dB(A).

DIPNR Part 3A Permit

The Applicant shall comply with the approval granted by the Department of Infrastructure, Planning and Natural Resources for this development. A copy of the Department's approval is attached to this consent.

3. Provision Of Utility Services

Service of Public Utilities

The Applicant shall service all lots in the subdivision with water, sewer, underground electricity and underground telephone facilities to the requirements of and by arrangements with the relevant supply authorities and company. The applicant shall liaise with AGL in relation to the future reticulation of gas in the subdivision.

A letter of compliance from each service authority and service company shall be submitted to Council prior to the issue of a **Subdivision Certificate**.

Note: Applications for two (2) lot or dual occupancy subdivisions will not require 'letters of compliance' to be submitted to Council from Telstra or Energy Australia.

Installation of Service Pipes

The Applicant shall ensure that all public utility service pipes, mains and conduits are laid and/or installed in all new roads and existing roads, where work is required in existing roads, as part of the construction and drainage works associated with the Subdivision.

The Applicant shall also install conduits to cater for the installation of natural gas services to each proposed lot in conjunction with road and drainage works.

A letter of compliance from each service authority and service company shall be submitted to Council prior to the issue of a **Subdivision Certificate**.

Utilities Layout

The Applicant shall submit to the Principal Certifying Authority a utilities layout plan showing the location of mains, associated installations and service conduits prior to the issue of a **Subdivision Certificate**.

4. Roads And Drainage Construction Works

Roadways and Drainage Works Standards

The Applicant shall arrange for all relevant works to be designed and constructed in accordance with the following publications (as amended or updated), as applicable:-

- a) Australian Rainfall and Runoff, 1987.

-
- b) AUSTRROADS Guide To Traffic Engineering Practice.
 - c) DCP 1 (Volumes 1 and 2) and supporting guidelines.
 - d) Roads and Traffic Authority Road Design Guide.
 - e) Roads and Traffic Authority Interim Guide To Signs and Markings.
 - f) Managing Urban Stormwater documents (2004).by Landcom.
 - g) The Constructed Wetlands Manual - Department of Land and Water Conservation, 1998.
 - h) Subdivision Code

Where any inconsistency exists between these documents the Applicant shall verify in writing with Council, the relevant standard to be adopted.

Details Required Prior to Commencement

Construction works in accordance with this development consent shall not commence until:-

- (a) detailed engineering plans and specifications (including a Design Certification Report and Checklists in accordance with the Lake Macquarie City Council Engineering Guidelines) relating to the work have been endorsed with a **Construction Certificate** by :-
 - (i) Council, or
 - (ii) an accredited certifier registered under the Institution of Engineers Australia accreditation scheme, and

An Application For A Construction Certificate Can Only Be Made To Lake Macquarie City Council For All Works On Existing Public Roads (In Accordance With Council's Authority Under The Roads Act).

- (b) the person having the benefit of the development consent:-
 - (i) has appointed a Principal Certifying Authority, and
 - (ii) has notified the consent authority and the Council (if the Council is not the consent authority) of the appointment, and
- (c) the person having the benefit of the development consent has given at least two (2) days notice to Council of the intention to commence works.

5. Stormwater Management

Show Lots Clear of 100 Year Flood Level

The Applicant shall show by calculations and plans that all lots are clear of the 1:100 year flood level. This condition shall also apply to lots which would be affected by

substantial overland flow, which may necessitate the carrying out of works to ensure properly drained and flood free conditions.

The Applicant shall supply the above calculations and plans showing the limit of the 1:100 year flood prior to the issue of a **Construction Certificate**.

Note: Lots that are not 500mm clear of the 1:100 year flood level will be subject to floor height control.

Interallotment Drainage (Engineering Plans)

The Applicant, when preparing Engineering plans for the development, shall identify any lots that do not drain directly to Council's stormwater drainage systems. For these lots the Applicant shall arrange for the provision of interallotment drainage pipelines and associated easements 2 metres wide favouring the allotments served. All stormwater shall be disposed of to either an existing formed Council drainage system or a natural watercourse. Where applicable, the Applicant shall obtain for lodgement with Council written authority from affected owners agreeing to the discharge of stormwater across their properties prior to the issue of a **Construction Certificate**.

The Applicant shall subsequently create easement(s) for drainage over those properties, prior to, or at the time of registration of the Final Plan of Subdivision. Council is to be a party empowered to release, vary or modify the easement.

Any existing dwellings shall be connected to the interallotment drainage system to the satisfaction of the PCA.

Stormwater Standards

The Applicant shall arrange for the design and construction of stormwater drainage works in accordance with the requirements of the publications and standards identified in this consent.

No works shall commence on site prior to the issue of a **Construction Certificate** and all works shall be completed prior to the issue of a **Subdivision Certificate**.

6. Roadways, Accessways And Footways

Dedication of Roads

The Applicant shall arrange, at the time of registration of the Final Plan of Subdivision, for the dedication of the proposed new roads to the public at no cost to Council.

All public roads that are to be dedicated shall be fully constructed in accordance with the standards identified in this consent.

Construction of Kerb and Gutter and Associated Works

The Applicant shall construct in the extension of Paddock Close kerb and gutter and associated road pavement, road shoulders and footpaving including drainage and

adjustment to existing constructions in accordance with the provisions of the publications and standards identified in this consent

No works shall commence on site prior to the issue of a **Construction Certificate**.

Battleaxe - Residential (passing)

The Applicant shall construct the access corridor to lot 7, with a 25mm thick hot-mix bitumen sealed gravel pavement (minimum 150mm gravel thickness), or a concrete drive (minimum 125mm thickness reinforced with F72 mesh), 4 metres wide (passing laneways {5.5 metres wide by 15 metres total length} to be provided every 50 metres with conduits under the widening for services), for full length from kerb and gutter, or constructed road carriageway, and the remaining sections of the corridor shall be top dressed with 50mm of topsoil and grass sodded; all the work to be adequately drained and completed, with any necessary retaining walls.

Where the development site falls to the street (front) a drainage line shall be constructed from the existing kerb and gutter (or table drain) to the top end of the battle axe drive to facilitate drainage connection for a dwelling on the battle axe lot. A drainage pit shall be constructed at this top end. The drainage line shall be 150 mm diam for the full length of the driveway. At the front boundary (and within the lot) a pit shall be constructed and twin 90 mm diam pipes laid from the pit to the kerb/table drain.

All works are to be in accordance with Council's DCP 1, Engineering Guidelines and the Department of Housing Construction Specification. Separate application shall be made to Council's Customer and Technical Services Section, in writing, for footpath levels to construct the driveway across the footpath.

Pavement Standards

Residential road pavements shall be designed in accordance with "A Guide To The Design Of New Pavements For Light Traffic" - AUSTRROADS 1998. Main and Industrial road pavements are to be designed in accordance with "Pavement Design, A Guide to the Structural Design of Road Pavements" - AUSTRROADS 1992. Designs for road pavements shall be submitted to and approved by the Council or a Private Certifier prior to road pavements being constructed. Where work is to be undertaken within a classified Main Road the pavement design shall also be submitted to the Roads and Traffic Authority for it's approval prior to the commencement of works.

Traffic Control Standards

For the duration of work being carried out as part of this development, the Applicant shall ensure that traffic control is undertaken in accordance with the requirements of Australian Standards AS 1742 - Manual Uniform Traffic Control Services - Parts 1, 2 and 3.

Notification to Neighbours

Written notification shall be given by the Applicant to landowners and residents who live adjacent to the proposed development or who may be affected by the proposed works. The notification should include the expected date of commencement of works and a brief description of the works.

Haulage Routes

The Applicant shall submit to Council, in writing, details of the proposed haulage routes to be used during construction works. These details must be submitted a minimum of seven days before the commencement of haulage operations. No haulage operations shall take place prior to the approval of the routes by Council. The haulage routes shall not be varied without the approval of Council.

The Applicant shall maintain and restore the haulage route roads, as near as possible, to their original condition.

Fix Damage Caused by Construction Work

The Applicant shall make good any damage or injury caused to a public road or associated structures including drains and kerb and gutter, caused as a consequence of the works.

Notice of Commencement of Works

Construction works shall not commence until a meeting between the contractor and a representative of the Principal Certifying Authority (PCA) has taken place on site.

The PCA may require up to seven days notice in writing prior to such meeting taking place.

The notice shall also include the names of the contractor undertaking construction and the developer's supervising officer.

Works as Executed Plan

An electronic copy of the Works as Executed Plans, certified by the Consulting Civil Engineer supervising the works or the Registered Surveyor in charge and certified by the Principal Certifying Authority, shall be supplied to the Council. Where applicable a Registered Surveyor's Certificate certifying that all pipes have been laid within the easements shown on the Final Plan of Subdivision shall also be submitted. The Works as Executed Plan shall, in addition to construction details, show limits and depths of filling, locations of service conduits and street names.

Note that a works as executed plan plotted on film will only be accepted where the original engineering design was hand drawn and not drafted using CAD software.

Street Lighting

The Applicant shall provide street lighting for the development to the satisfaction of Energy Australia and in accordance with the road classification. The road classification shall be determined by Council and Energy Australia.

The street lighting provided shall include any necessary upgrading of the lighting of the intersection of any new roads with existing roads.

Survey Control Marks Interference

The Applicant shall submit a statement from a Registered Surveyor verifying that the works did not interfere with any survey control marks OR the Applicant shall submit verification that the Survey Control Branch of the Department of Lands has been advised of any marks which will be destroyed and an undertaking that the requirements of the Survey Control Branch will be complied with.

7. Bushfire Protection Measures

Bushfire Safety Authority from RFS

The Applicant shall comply with the requirements of the Bushfire Safety Authority from Rural Fire Service attached to these conditions of consent, subject to the deletion of paragraph 2 in the RFS letter dated 18 April 2007.

Compliance Bushfire Threat

Bushfire Mitigation measures shall comply with the recommendations of the report entitled "Bushfire Protection Assessment" dated February 2007 and prepared by Australian Bushfire Protection Planners Pty Ltd, subject to the following amendments:

- A public positive covenant shall be placed on the title to lots 1 to 5 and lot 7 to the effect that the registered proprietor shall maintain asset protection zones to the required fuel loading standard as defined in the Bushfire Assessment Report.
- A restriction as to user shall be placed on the titles to lots 1 to 7 inclusive to the effect that no dwelling shall be erected on each lot unless it is of **Level 1 Standard**, as described in Australian Standard 3959-1999 "Construction of Buildings in Bushfire-Prone Areas". In addition to the construction standards specified in AS 3959-1999 the following shall apply to future dwellings on proposed lots 4, 5 and 7.
 - A. *The garage doors shall be fitted with fire rated weather seals to prevent entry of embers and sparks.*
 - B. *Roof skylights/vents (if installed) shall be fitted with fire rated Georgian Wired Glass (not thermo plastic materials).*
 - C. *No combustible materials shall be stored within two metres of the external walls of the building.*
 - D. *The roof of the dwelling shall be fitted with a gutter protection system that minimizes the accumulation of combustible material within the roof gutters and on the roof valleys. Such a protective device shall have a flammability Index of less than 5 as determined by the test procedures of Australian Standard AS 1530.2.*
 - E. *The future dwelling on proposed lot 3 shall have a 10000 litre static water supply provided complete with a 65mm outlet, ball valve and Stortz coupling. The tank*

should be constructed from concrete or steel and be located in a position to which vehicular access (RFS Category 1 Tanker) can be gained to within 4 metres of the tank. A 30 metre long x 19mm ID fire hose, complete with hose reel, shall be installed on the north-eastern corner of the building. A diesel powered firefighter pump shall be installed to provide supplementary supply to the hose reel in the event that the reticulated water supply fails.

- The private access to proposed lot 7 shall be constructed to provide a trafficable width of 4 metres with an additional 1 metre clearance on both sides of the constructed access. A hardstand turning head suitable for a category 1 Rural Fire Service Tanker shall be provided within lot 7 so that emergency vehicles can exit the lot in a forward direction.

8. Land Stability And Earthworks

Compliance - Geotechnical Report

The Applicant shall comply with the recommendations of the Geotechnical Report No. N7550/1-AC prepared by Coffey Geosciences Pty Ltd dated 7 June 2000. Any works proposed to be undertaken in relation to the application shall embody all the relevant recommendations of the Geotechnical Consultants. All engineering plans shall be endorsed by and carry the original signatures of the Geotechnical Consultants (ie not photocopies) prior to the issue of a **Construction Certificate**.

Site Classification of Lots

The Application shall arrange for a suitably experienced Geotechnical Consultant to determine the site classification of each proposed lot in accordance with AS 2870-1996. The site classifications shall be provided to Council prior to the issue of the Subdivision Certificate.

9. Existing Improvements And Proposed Use

Amendment of Layout in Red

The Applicant shall comply with the amendment/s of the layout as shown in RED on the plan attached to provide for a 6 metre wide access handle with a 4 metre wide constructed driveway to proposed lot 7.

10. Submission For Subdivision Certificate

There are requirements which must be satisfied before the Principal Certifying Authority may issue the Subdivision Certificate pursuant to Section 109J of the Environmental Planning & Assessment Act 1979 in respect of a subdivision.

Final Plan Submission

The Applicant shall submit an application for a **Subdivision Certificate** accompanied by the Final Plan of Subdivision, ten (10) copies, an A3 copy if filling of any lot has taken place and the location of all buildings and/or other permanent improvements indicated on one (1) full-size print. When all conditions of the Development Consent relating to this subdivision have been satisfactorily complied with the **Subdivision Certificate** will be issued.

88B Instrument

The Applicant shall provide an instrument under Section 88B of the Conveyancing Act setting out terms of easements and/or restrictions as to user as may be required by conditions of this consent. Council is to be a party empowered to release, vary or modify those (and only those) easements and/or restrictions required by conditions of this development consent.

Compliance Certificate for Works

The Applicant shall obtain and submit a **Compliance Certificate/s** to certify that all construction works and associated development have been constructed in accordance with this Development Consent, the **Construction Certificate** and all other standards specified in this consent.

Section 50 Certificate

Prior to the issue of a Subdivision Certificate, a certificate of compliance under **Section 50 of the Hunter Water Act 1991** for this development shall be submitted to the Principal Certifying Authority.

Advice: Council does not forward notification of the subdivision approval to the Hunter Water Corporation. It is the Applicants responsibility to make all pertinent arrangements with the Hunter Water Corporation.

Mines Subsidence Board Concurrence

The Applicant shall comply with the approval granted by the Mines Subsidence Board for this development. A copy of the Board's approval is attached to this consent.

Energy Australia Requirements

The Applicant shall ascertain and comply with the requirements of Energy Australia.

Application Fees for Required Certificates

The Applicant shall obtain any certificates as required to satisfy the conditions of this Consent.

For Council to process applications for these certificates the following fees would be payable:

Construction Certificate	\$ 1105.00	(inc GST) plus Archival fee
Compliance Certificate	\$ 1670.00	(inc GST) plus Archival fee
Subdivision Certificate	\$ 315.00	(inc GST) plus Archival fee

Applications for these certificates should be lodged on the approved application form and accompanied by the appropriate fee.

Please note that the above application fees do not include any administration / archival fees that may be levied at the time of lodgement of an application.

Where the development includes construction works valued at \$25,000.00 or more, the applicant must pay the Long Service Levy, as detailed in the Building and Construction Industry Long Service Payments Scheme. The Levy must be paid prior to the issue of the Construction Certificate. The Levy may be paid directly to the Long Service Payments Corporation or to Council as agent for the Corporation. The Levy rate is 0.35% of the cost of building and construction works.

The above application fees are subject to change without notice and confirmation should be obtained from Council prior to the lodgement of any application.

11. Contribution To Provision Of Services (Sec. 94)

- (a) In accordance with the provisions of Section 94 of the Environmental Planning and Assessment Act 1979 and the Lake Macquarie Section 94 Contributions Plan No. 1 – City Wide (2004) as amended, the monetary contributions in the attached Contributions Schedule shall be paid to Council for the purposes identified in that Schedule.
- (b) From the date this determination is made until payment, the amounts of the contributions payable under the preceding clause will be indexed and adjusted at the close of business on:
 - 14 August,
 - 14 November,
 - 14 February, and
 - 14 May

in each year in accordance with the Consumer Price Index published by the Australian Bureau of Statistics and the provisions of the Lake Macquarie Section 94 Contributions Plan No. 1 – City Wide (2004).

The first date for indexation and adjustment shall be date above which is closest to but follows the date on which the Notice of Determination becomes effective.

- (c) The contributions payable will be the amounts last indexed and adjusted in accordance with Clause (b) above. However, if no amount has been indexed and adjusted because the first date for indexation and adjustment has not arrived, the contributions payable shall be those in clause (a) above.
- (d) The contributions shall be paid to Council as follows:
- Development applications involving subdivision – prior to the release of the Subdivision Certificate.
 - Development applications involving building work – prior to the release of the first Construction Certificate.
 - Development applications involving both subdivision and building work – prior to the release of the Subdivision Certificate or first Construction Certificate, whichever occurs first.
 - Development applications where no Construction Certificate or Subdivision Certificate is required – prior to the release of the development consent or prior to issue of the first Certificate of Occupancy, whichever occurs first.

Consumer Price Index details are available from Council's Community Planning Department and the Australian Bureau of Statistics.

A copy of the Lake Macquarie Section 94 Contributions Plan No. 1 – City Wide (2004) is available for inspection at the Council's Administrative Building during Council's ordinary office hours.

Right of Appeal

If you are dissatisfied with this decision (including a determination on a review under Section 82A), Section 97 of the Environmental Planning and Assessment Act 1979 gives you the right to appeal to the Land and Environment Court within 12 months:

- (a) after the date on which you receive this notice, or
- (b) The date on which that application is taken to have been determined

The Environmental Planning & Assessment Act 1979, does not give a right of appeal to an objector who is dissatisfied with the determination of the Council to grant consent to a development application, unless the application is for designated development (including designated development that is integrated development) either unconditionally or subject to

conditions, the objector may, within twenty eight (28) days after the date on which the notice of the determination was given in accordance with the regulations, and in accordance with rules of court, appeal to the Court.

Right of Review

Section 82A of the Environmental Planning and Assessment Act 1979 provides that the applicant may request the Council to review the determination. The request must be made in writing (or on the review application form) within twelve (12) months after the date as specified in this notice of determination, together with payment of the appropriate fee. (See **note below**).

Note: A request to review the determination of a development application pursuant to Section 82A of the Environmental Planning and Assessment Act 1979 can only be undertaken where the consent authority is Council, other than:

- (a) A determination to issue or refuse to issue a complying development certificate, or
- (b) A determination in respect of designated development, or
- (c) A determination in respect of integrated development, or
- (d) A determination made by the Council under Section 116E in respect of an application by the Crown.

Greg Fitzpatrick
Senior Development Engineer
Development Assessment And Compliance

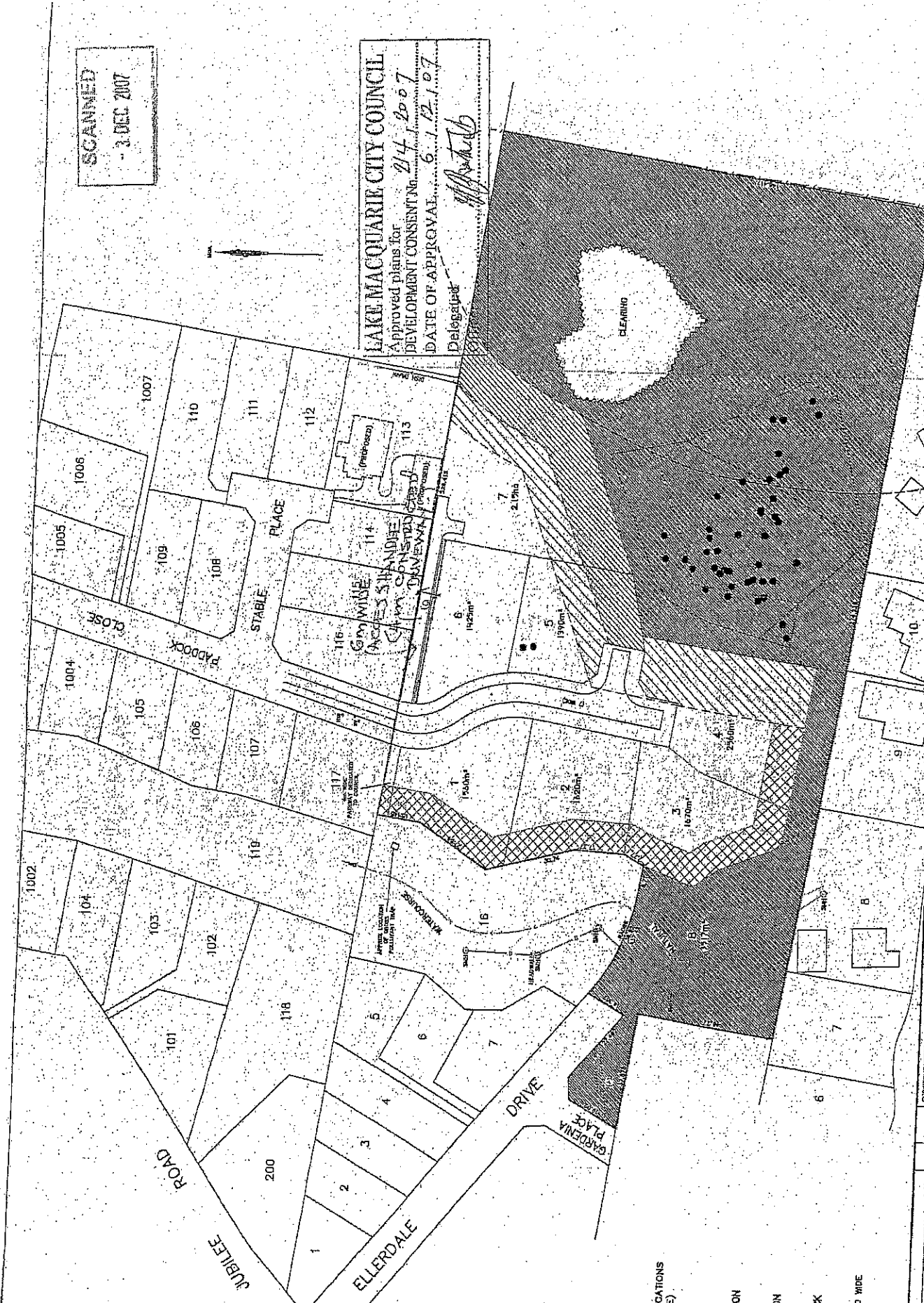
CONTRIBUTION FEE SCHEDULE

DESCRIPTION	FEE AMOUNT
CITYWIDE - OSA - LAND	\$51,218.20
CITYWIDE - RF - CAPITAL FEE	\$32,484.05
CITYWIDE - CF - NORTH LAKE - CAPITAL FEE	\$12,865.00
CITYWIDE - CF - NORTH LAKE - LAND FEE	\$4,462.35
CITYWIDE MANAGEMENT FEE	\$973.05

TOTAL \$102,002.65

SCANNED
- 3 DEC 2007

LAKE MACQUARIE CITY COUNCIL
Approved plans for
DEVELOPMENT CONSENT No. 214/2007
DATE OF APPROVAL 6.12.07
Delegated *[Signature]*



- ZONE 7(8) BOUNDARY
- TETRAHECA CLUMP LOCATIONS
2002 SURVEY (EGCOTNE)
- VEGETATION TO BE RETAINED
- ▨ OUTER ASSET PROTECTION ZONE (APZ)
- ▩ INNER ASSET PROTECTION ZONE (APZ)
- ▧ PRECAUTIONARY SETBACK 10 MIDE
- (A) - EASEMENT TO DRAIN WATER 2.0 MIDE

REV	DESCRIPTION	DATE	BY	CHK
1	FINAL PLAN OF SUBDIVISION OF LOTS 17 08 106 166 ELLERDALE DRIVE, GLENDALE			

Client	KRIGUS Pty Ltd
Project No.	08/13K-040
Ref No.	06/153
Date	15/12/07
Scale	A1
Author	AM
Checker	AM
Designer	AM
Drawn	AM
Checked	AM
Approved	AM
DO NOT SCALE	A1

M Monteath & Powys
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PLANNING
ENGINEERING
PROJECT MANAGEMENT

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