

## MANAGEMENT STATEMENT

DP 285490

Sheet 22 of 36 sheets

- 38.2 This is a public authority by-law. The Neighbourhood Association may change it only by special resolution and with the written consent of Warringah Council.

### 39 Rules

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- 39.1 The Neighbourhood Association may make rules about the control, management, operation, use and enjoyment of Lyndhurst Estate.
- 39.2 The Neighbourhood Association may change or add to their rules at any time.
- 39.3 You must comply with rules.

### 40 How consents are given

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- 40.1 The Neighbourhood Association may make conditions if it gives you consent to do things under this management statement. You must comply with the conditions.
- 40.2 The Neighbourhood Association may revoke its consent if this is practicable.
- 40.3 The Neighbourhood Association may withhold its consent under this management statement in its absolute discretion.
- 40.4 A consent, notice or authorisation by the Neighbourhood Association under this management statement must be in writing.

### 41 What can happen if you do not comply with this management statement

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- 41.1 The Neighbourhood Association may do anything on your lot that you should have done under this management statement but which you have not done or have not done properly.
- 41.2 The Neighbourhood Association must give you a written notice specifying when it will need to enter your lot to do the work. You must:
- (a) give the Neighbourhood Association (or persons authorised by them) access to your lot according to the notice and at your cost; and
  - (b) pay the Neighbourhood Association its costs for doing the work.
- 41.3 The Neighbourhood Association may recover any money you owe it under this management statement as a debt.
- 41.4 The Neighbourhood Association's powers under this by-law are in addition to those they have under the Act.

MANAGEMENT STATEMENT

DP 285490

Sheet 23 of 36 sheets

**Part 4**  
**Lyndhurst Estate and Neighbourhood Property**

**42 Neighbourhood Property**

- 42.1 The Neighbourhood Association must control, manage and maintain Neighbourhood Property.
- 42.2 The Neighbourhood Association may make agreements with others for management, operational, maintenance and other services for Neighbourhood Property.

**43 Fuel management plan**

- 43.1 A fuel management plan is in schedule 1 of this management statement. The purpose of the fuel management plan is to help control bushfires, particularly in relation to the eastern area of Lyndhurst Estate.
- 43.2 You and the Neighbourhood Association must comply with the fuel management plan.
- 43.3 The Neighbourhood Association must have written consent from Warringah Council to change or cancel the fuel management plan.
- 43.4 This is a public authority by-law. The Neighbourhood Association cannot change or cancel it without the written consent of Warringah Council.

**44 The Private Accessway**

- 44.1 The accessway plan in this management statement shows the location of the Private Accessway.
- 44.2 The Neighbourhood Association must control, manage and maintain the Private Accessway.

**45 Using the Private Accessway and footpaths**

- 45.1 You and your visitors may use the Private Accessway.
- 45.2 When you are on a Private Accessway, footpath or pedestrian thoroughfare, you must not:
  - (a) ride a skateboard;
  - (b) use roller skates or roller blades; or
  - (c) play.

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MANAGEMENT STATEMENT

DP285490

Sheet 24 of 36 sheets

You must not ride a bicycle on a footpath or pedestrian thoroughfare.

45.3 You must not drive a motor vehicle on a Private Accessway:

- (a) at more than 15 kilometres per hour;
- (b) unless the vehicle is registered;
- (c) unless you have a current licence to drive your vehicle on a public road; or
- (d) if the vehicle is too noisy or gives off too much exhaust or fumes.

## 46 Who is responsible for fences?

46.1 You and the Neighbourhood Association must provide and pay for internal fencing according to the Dividing Fences Act 1991.

46.2 Unless it resolves to do so, the Neighbourhood Association does not have to provide or pay for internal fencing.

## 47 Services

### Private Services

47.1 The Neighbourhood Association will provide these Private Services:

- (a) electricity;
- (b) sewer; and
- (c) water.

The Neighbourhood Association must repair, maintain and replace Private Services and associated Service Lines.

47.2 The Neighbourhood Association and each owner acknowledge that:

- (a) water reticulation for domestic and firefighting purposes; and
- (b) sewer reticulation

are Private Services installed by the Developer. The Neighbourhood Association must repair, maintain and replace these Private Services at its cost.

The Neighbourhood Association may not change or cancel by-law 47.2 without the written consent of Sydney Water.



## MANAGEMENT STATEMENT

DP285490

Sheet 25 of 36 sheets

### Service Providers

- 47.3 Service Providers must maintain their Statutory Services and associated Service Lines.
- 47.4 Service Providers will send you accounts for all services you use (eg electricity, sewer and water).
- 47.5 You must:
- (a) allow Service Providers keep meters on your lot; and
  - (b) give Service Providers access to your lot to read meters.

### Location of services

- 47.6 The works plan in this management statement shows Private Services and Statutory Services.
- 47.7 Service Lines may not be installed in the position shown on the works plan for Lyndhurst Estate. If this happens, you must allow the Neighbourhood Association to register another works plan as an amendment to this management statement.

## 48 Water quality control and stormwater detention structures

- 48.1 The Neighbourhood Association must properly repair, maintain and, where necessary, replace water quality control and stormwater detention structures located on Neighbourhood Property.
- 48.2 The Neighbourhood Association must properly repair, maintain and, where necessary, replace the retaining wall and protective fencing surrounding the stormwater detention basin. In particular, the Neighbourhood Association must:
- (a) regularly inspect the retaining wall and protective fencing to ensure that they are stable and safe; and
  - (b) undertake immediate remedial work if they are not stable and safe.
- 48.3 The location of the stormwater detention basin is shown on the works as executed plan in this management statement.
- 48.4 This is a public authority by-law. The Neighbourhood Association may change it only by special resolution and with the written consent of Warringah Council.

## 49 Sewer pump station

- 49.1 The Neighbourhood Association must:
- (a) properly repair, maintain and, where necessary, replace the sewer pump station on Neighbourhood Property; and

## MANAGEMENT STATEMENT

DP 285490

Sheet 26 of 36 sheets

- (b) have appropriate procedures in place to deal with emergency situations concerning the sewer pump station and, in particular, with breakdowns of the sewer pump station.
- 49.2 The location of the sewer pump station is shown on the works as executed plan in this management statement.
- 49.3 This is a public authority by-law.
- 49.4 The Neighbourhood Association may change this by-law only by special resolution and with the written consent of Warringah Council and Sydney Water.

### 50 Garbage services provided by Warringah Council

- 50.1 Subject to the terms of this by-law, Warringah Council is entitled to:
  - (a) access over the Private Accessway at all times for the purposes of providing garbage and recycling services and vegetation and general clean up services ("the Services") to Lyndhurst Estate; and
  - (b) use vehicles on the Private Accessway when it provides the Services to Lyndhurst Estate.
- 50.2 Warringah Council must not:
  - (a) enter a lot in Lyndhurst Estate except to gain access to provide the Services from receptacles or deposits located on the lot; or
  - (b) drive vehicles on any part of Lyndhurst Estate other than on the Private Accessway.
- 50.3 The Neighbourhood Association releases, to the extent permitted by law and within its power, and indemnifies Warringah Council from claims, demands and liability which may arise in respect of:
  - (a) damage to property; or
  - (b) death of or injury to any person

on Lyndhurst Estate arising out of Warringah Council's exercise of its rights under this by-law. This release and indemnity does not extend to any loss, damage or injury caused by the negligence of Warringah Council or to the extent of the contribution, contributed to by the negligence of Warringah Council and where such release and or indemnity is to a contractor of the Council it does not extend to any loss or damage or injury caused by the negligence of such contractor or to the extent of the contribution, contributed to by the negligence of such contract.
- 50.4 In by-laws 50.1 to 50.3, a reference to Warringah Council includes its servants, agents and contractors.
- 50.5 This is a public authority by-law. The Neighbourhood Association may change it only by special resolution and with the written consent of Warringah Council.

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## MANAGEMENT STATEMENT

DP285490

Sheet 27 of 36 sheets

### Part 5 Dictionary

#### 51 Meaning of words

51.1 This clause explains words written Like This and other words that have special meanings. Words that this clause does not explain have the same meaning as they do in the Act or the Community Land Development Act 1989.

51.2 In this management statement:

**Act** is the Community Land Management Act 1989.

**architectural and landscape standards** are the architectural and landscape standards in part 1 of this management statement.

**Committee** is the executive committee of the Neighbourhood Association.

**Developer** is Australand Holdings Limited (ACN 008 443 696).

**Government Agency** is a governmental or semi governmental administrative, fiscal or judicial department or entity.

**Neighbourhood Association** is the neighbourhood association created on registration of the neighbourhood plan accompanying this management statement.

**Neighbourhood Property** is lot 1 in neighbourhood plan registered with this management statement.

**Lyndhurst Estate** is the neighbourhood scheme created on registration of the neighbourhood plan accompanying this management statement.

**occupier** is the occupier of a lot in Lyndhurst Estate.

**owner** is the proprietor of a lot in Lyndhurst Estate.

**person** includes an individual, a firm, a body corporate, an incorporated association or a Government Agency.

**Private Accessway** is a private accessway set apart under section 44 of the Community Land Development Act 1989.

**Private Service** is a service provided by the Neighbourhood Association.

**public authority** includes Warringah Council and other Service Providers.

## MANAGEMENT STATEMENT

DP285490

Sheet 28 of 36 sheets

**public authority by-law** is a by-law that a public authority requires the Neighbourhood Association to include in the management statement.

**restricted property by-law** is a by-law that restricts use of parts of Neighbourhood Property.

**rules** are rules made by the Neighbourhood Association about the control, management, operation, use and enjoyment of Lyndhurst Estate.

**Service** is:

- (a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;
- (b) the provision of sewerage and drainage;
- (c) transmission by telephone, radio, television satellite or other means;
- (d) security systems; and
- (e) any other facility, supply or transmission.

**Service Line** is a pipe, wire, cable, duct or pole by which Service Providers will provide Services.

**Service Provider** is a statutory or Government Agency that provides a Service.

**Statutory Service** is a Service provided by a Service Provider.

**you** is an owner, occupier, lessee or mortgagee in possession of a lot in Lyndhurst Estate.

51.3 A reference to:

- (a) a thing includes the whole or each part of it;
- (b) a document includes any variation or replacement of it;
- (c) a day means the period starting at midnight and ending 24 hours later;
- (d) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (e) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns.

51.4 The singular includes the plural and vice versa.

51.5 Headings do not affect the interpretation of this management statement.

MANAGEMENT STATEMENT

DP 285490

Sheet 29 of 36 sheets

- 51.6 The Neighbourhood Association may exercise a right, power or remedy at its discretion and separately or with another right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent the Neighbourhood Association from further exercising that or of any other right, power or remedy. Failure by the Neighbourhood Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.
- 51.7 The rights, powers and remedies in the management statement are in addition to those provided by law.

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MANAGEMENT STATEMENT

DP 285490

Sheet 30 of 36 sheets

**Schedule 1 Fuel management plan**

**RESIDENTIAL DEVELOPMENT  
LYNDHURST ESTATE, OATES PLACE, BELROSE**

**LOT 1 DP804702**

**FUEL MANAGEMENT PLAN**

**November 1997**

**1 INTRODUCTION**

The proposed residential development at Oates Place, Belrose involves the creation of 29 lots on the upper portion of the subject site. The site is bounded on its northern side by the partially formed Oates Place, to the west by a narrow Public Reserve (containing native vegetation) and Forest Way, to its south by an unmade road reserve and existing residential dwellings, and to its east by a transmission line easement. The lower (eastern) portion of the site supports sandstone woodland and scrubland communities, whilst the majority of the area proposed for development has already been cleared and disturbed in a previous partially completed development.

Of significance, the subject site and the adjacent Public Reserve support a population of a threatened plant, *Grevillea caleyi*. Portions of the subject site are to be transferred to Council and incorporated into the Public Reserve, which is located along the ridge-top between Forest Way and the existing disturbed portions of the site (which are proposed for the residential development). Fire and fuel management in the Public Reserve are the responsibility of Warringah Council, and a Fire & Fuel Management Plan will need to be developed by Council in consultation with the NSW National Parks & Wildlife Service (NP & WS). The bushland within the Public Reserve, which contains the population of *Grevillea caleyi*, will be separated from the proposed development by a chain wire fence, and, being small and isolated, does not pose a bushfire threat to the development.

There is essentially not vegetation on the northern side of the site, at least in the location of the proposed development, and on the southern side only a narrow fringe of trees and native vegetation remains along the unmade road reserve. No consideration with respect to fuel or fire management are relevant on the northern side of the site, but on the southern side a fuel management regime with respect to the understorey and shrub layer may be required.

The Fuel Management Plan for the subject site relates particularly to the land below the proposed development to the east). This area supports native vegetation (Gunninah 1997) which constitutes the principal element requiring management with respect to bushfires.

**2 FIRE PROTECTION ZONE**

As noted in the guidelines provided by the Department of Bushfire Services (*Planning for Bushfire Protection* 1991), the primary purpose of a Fire Protection Zone (FPZ) "is to ensure that a progressive reduction of fuel occurs between the bushfire hazard and any combustible structures within the development". The guidelines note that the FPZ if intended to:

DP 285490

Sheet 31 of 36 sheets

- "maximise the separation distance between high intensity fire and any structure, thereby reducing the radiation and direct flame contact;
- provide an area where embers can fall with minimal opportunity to create further fire outbreaks;
- provide a safe access to a structure for fire fighters by reducing the heat level from the main fire;
- provide a safe retreat for fire fighters; and
- provide a clear control line from which to begin back burning or hazard reduction operations".

The FPZ comprises two Fuel Management Zones:

- the Fuel Reduced Zone (FRZ), in which fuel available for a bushfire is controlled and limited (generally to approximately 8 tonnes per hectare). The FRZ is located adjacent to the hazard (ie adjacent to the bushland area);
- the Fuel Free Zone (FFZ), in which shrub and understorey vegetation and leaf litter are removed to provide an area through which fire generally cannot travel. The FFZ is located adjacent to the development.

The width of the FRZ and FFZ are determined in relation to the slope and aspect of lands adjoining vegetation areas. The Guidelines provide tables indicating the requirements for widths of FRZ's and FFZ's in relation to varying slopes and aspects, the combination of these two elements comprises the FPZ for the site.

### 2.1 Fuel Free Zone

The proposed development at Oates Place, Belrose includes a formed perimeter road (Lyndhurst Way) along the eastern (lower) boundary of development (Figure 1), abutting the vegetation on the site which is to be retained. The road and associated footpath and guttering are 10.5 metres wide, and extend from the northern boundary (at the end of Oates Place) southwards to Lot 9 (which abuts the southern boundary of the proposed development). There is no road proposed along the eastern boundary on Lot 9.

For most of the development, Lyndhurst Way provides a significant element of the FFZ, with a 6m, building setback at the front of Lots 2 to 8 providing the balance. For Lot 9, the 6m building setback also applies, with the remainder of the FFZ located largely within the Residential 2(e) zone to the east (Figure 1).

For approximately 50% of the proposed development, a stormwater detention basin is to be located immediately downslope of the perimeter road, to the east. The stormwater basin will extend from Lot 4 to Lot 7 (inclusive), and will also contribute to the FFZ. For these four allotments, therefore, the required FFZ of 20 metres will be provided by the perimeter road and stormwater basin.

### 2.2 Fuel Reduced Zone

As noted above, the requirements for the FRZ which apply to the proposed development at Oates Place, Belrose involve a 15 metre-wide FRZ downslope of the FFZ. The FRZ will be located below

## MANAGEMENT STATEMENT

DP 285490

Sheet 32 of 36 sheets

the perimeter road adjacent to Lots 2, 3 and 8, below the allotment boundary for Lot 9, and below the stormwater detention basin for Lots 4 to 7 inclusive (Figure 1).

Within the FRZ for the proposed development (of 15 metre width), it is recommended that total fuel loadings should not exceed 8 tonnes per hectare (Department of Bush Fire Services 1991). In eucalypt forests, fine fuels accumulate at up to 2 tonnes/ha/y for up to 8 years, after which the accumulation rate declines to up to 0.5t/ha/y. A eucalypt woodland which had not been disturbed by fire for 20 years would have a total fine fuel loading of up to 18t/ha (NP & WS 1980).

Fuel reduction within the FRZ can be carried out by:

- prescription burning on a regular basis;
- mechanical fuel reduction (by hand-cutting, mowing, trittering, grading or grazing);
- chemical fuel reduction. This method involves the use of herbicides, which is because of expense, as well as the potential for negative impacts on adjacent ecosystems.

An FRZ is also required along the unformed roadway reserve on the southern boundary of the subject site. This area supports moderate numbers of trees and understorey vegetation, and will require the maintenance of low levels of fuel so that any fires which may encroach from the east do not have a pathway along the southern boundary for the site. It should be noted, however, that there are several plants of *Grevillea caleyi* along this unformed road reserve, and some modification of fuel reduction activity may be required in the future to avoid adverse impacts upon this species. If additional specimens of *Grevillea caleyi* are located within the unformed road reserve, considerations should be given to their transplanting into the Public Reserve, and incorporation into the management protocols for this species. Alternatively, the unformed road reserves may need to be managed in a manner which is sympathetic to the ongoing conservation of this threatened plant.

### 3. FUEL MANAGEMENT PLAN

#### 3.1 Northern Boundary (Oates Place)

- No fuel management protocols are relevant (wide road carriageway, adjoining development lands).

#### 3.2 Western Boundary (Public Reserve)

- Fuel management and bushfire management are the responsibility of Warringah Council, in consultation with the NSW NP & WS;
- location of the population of *Grevillea caleyi*, which requires a specific fire and propagation management program (to be developed and implemented by Warringah Council and the NPWS);
- wire mesh fences between Public Reserve and residential area intended to minimise effects on reserve management.

#### 3.3 Southern Boundary (Unformed Road Reserve)

- Supports open woodland, but a driveway and residential development is located to the south;

MANAGEMENT STATEMENT

DP 285490

Sheet 33 of 36 sheets

- no requirement for an FFZ, as this narrow strip of woodland does not constitute a significant fire threat to residential development on the subject site;
- fuel reduction is proposed to consist of slashing, trittering and/or removal of excess material;
- subject to monitoring with respect to *Grevillea caleyi*. If additional specimens of *Grevillea caleyi* are located, the road reserve should either be managed in a manner which ensures the continued survival of this species at this locality, or the plants and propagules should be removed and transferred to the Public Reserve.

**3.4 Eastern Boundary of Development (woodland/shrubland)**

- The low woodland/shrubland on the eastern portion of the subject site will require some management to minimise the potential for bushfire to impact upon the residential development;
- on the basis of slope and aspect characteristics, the Fire Protection Zone for the eastern boundary of the proposed development will require a Fuel Fee Zone (FFZ) of 20 to 25 metres in width adjacent to development, and a Fuel Reduced Zone (FRZ) of 15 metres;
- the FFZ will be comprised of:
  - the perimeter road and footpath (10.5m wide) for Lots 2 to 8 inclusive;
  - natural rock outcrops downslope of the road, cleared of all understorey vegetation, to extend the FFZ downslope of the perimeter road;
  - building setback on Lots 2 to 9 inclusive, with the 'front yard' incorporating building lawns, driveways, low maintained gardens and/or paved areas;
  - incorporation of the stormwater detention basin downslope of the perimeter road, in front of Lots 4 to 7 inclusive, as part of the FFZ;
  - a fuel Reduction Zone (FRZ) of 15m in width, downslope of the FFZ;
- the FRZ will be characterised by:
  - slashed (by brush cutter) or hand-cut and removed shrub and understorey material, to maintain a fuel load of less than 2 tonnes per hectare;
  - retention of the Scribbly Gums present in the low open woodland in the FRZ, with removal of any rough-barked eucalypts;
  - avoidance of the use of any chemical herbicides for the maintenance of the FRZ;
  - annual monitoring by the bushfire officer of Warringah Council.

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DP 285490

Sheet 34 of 36 sheets

### Signatures, consents and approvals

DATED \_\_\_\_\_ day of \_\_\_\_\_ 199

THE COMMON SEAL of )  
AUSTRALAND HOLDINGS )  
LIMITED (ACN 008 443 696) is affixed )  
in accordance with its articles of )  
association in the presence of: )

Executed by  
AUSTRALAND HOLDINGS LIMITED  
ACN 008 443 696

By its Attorney... ERNEST PHILIP  
Under Power of Attorney Book 4104  
No. 572 in the presence of: *[Signature]*

*[Signature]*

Signature of authorised person

Signature of authorised person

Office held

Office held

Name of authorised person (block letters)

ERNEST PHILIP  
Name of authorised person (block letters)

### Certificate of Approval

Warringah Council certifies that:

- (a) it has approved of the development described in development application no. 1997/29 (endorsed on 10 June 1997 in consent no. 97/175); and
- (b) the terms and conditions of this management statement are consistent with that development as approved.


Date

17 / 4 / 98

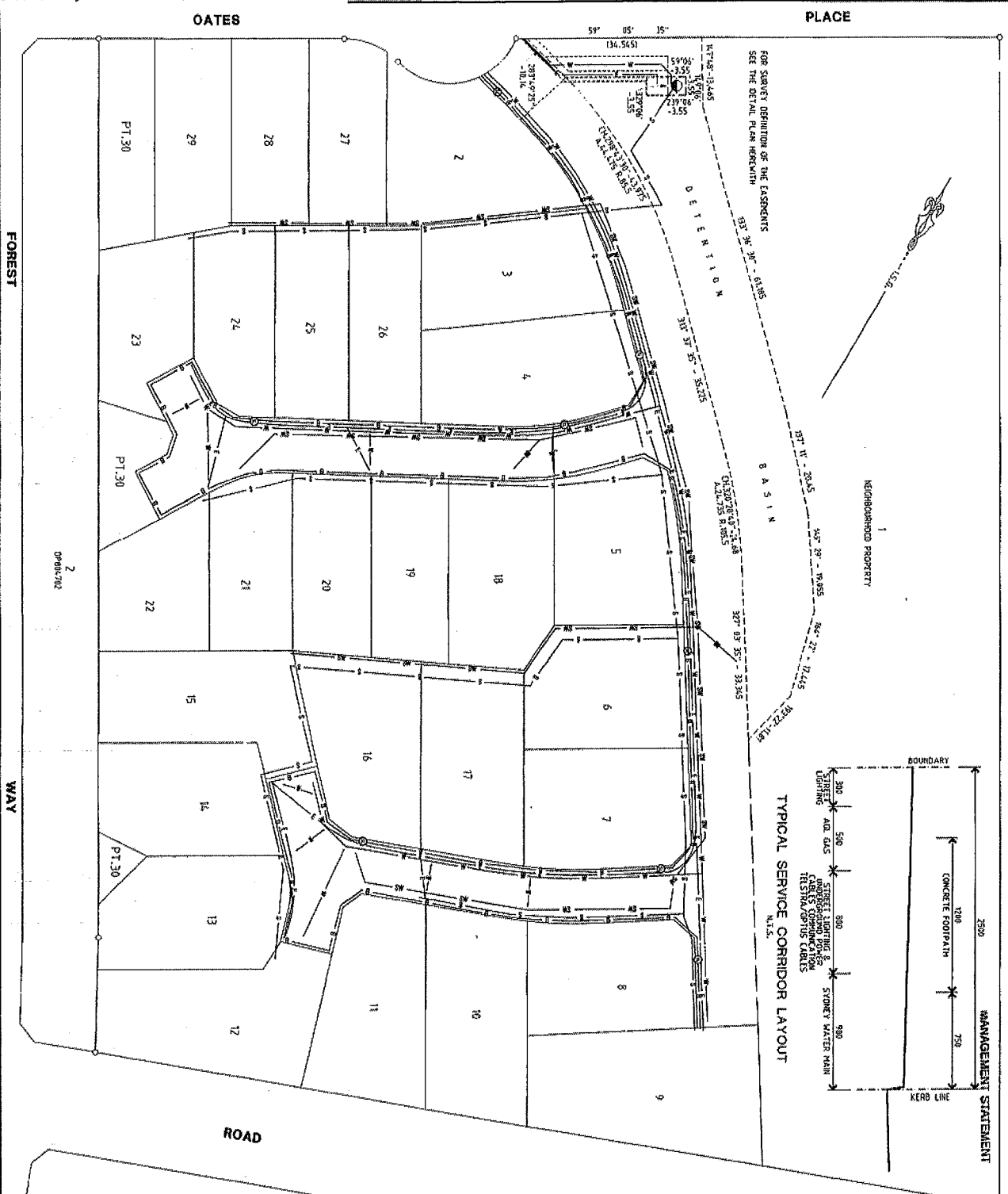
Signature on behalf  
of Warringah  
Council

*[Signature]*

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RECORDED  30.4.1998

PLAN FORM 5



ANTHONY PATERSON 211 028 010 07 Kinross SA41

FOREST

WAY

ROAD

FOR SURVEY DEFINITION OF THE EASEMENTS  
 SEE THE DETAIL PLAN HEREWITH

DETERMINATION

B A S I N

TYPICAL SERVICE CORRIDOR LAYOUT  
 N.S.W.

**NEIGHBOURHOOD PLAN**  
 D.P. No. 28 54-90  
 SITE 5/6 OF 6 LOTS

PLAN  
 OF SERVICE WORKS AS  
 EXECUTED FOR LYNDURST ESTATE  
 AT BELROSE

1. Donald Ross, Engineer  
 of 520 SUTHERLAND ST., BELROSE, N.S.W. 2155  
 certifies that this is a plan of the service works as described herein  
 and that the same are in accordance with the provisions of the  
 Municipalities Act, 1958, and the provisions of the Municipalities  
 Regulations, 1958.

WARRENHUGH COUNCIL  
 Approved Person

REGISTERED 30.4.1998.

- LEGEND**
- Sewerage
  - Electricity
  - Water
  - Stormwater
  - ⊙ Street Light
  - ⊙ Sewerage Pump Station Site

3  
 DP 08719



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 1 of 7 Sheets)

Plan: DP 285490

Subdivision of lot 1 in DP804702 covered by Council Clerk's Certificate No. 101 CA dated 22/4/1998

Full name and address of proprietor of the land:

**Australand Holdings Limited**  
 (ACN 008 443 696) of 242 Beecroft Road, Epping NSW 2121

**PART 1**

<b>1</b>	<b>Identity of easement firstly referred to in the abovementioned Plan:</b>	Easement to drain water 1 wide
	<b>Schedule of Lots, etc affected</b>	
	<b>Lot Burdened</b>	<b>Lot Benefited</b>
	2	27, 28 and 29
	27	28 and 29
	28	29
	6	15, 16 and 17
	17	15 and 16
	16	15

<b>2</b>	<b>Identity of easement secondly referred to in the abovementioned Plan:</b>	Right of carriageway 4 wide, 12 wide and variable
	<b>Schedule of Lots, etc affected</b>	
	<b>Lot Burdened</b>	<b>Authority Benefited</b>
	1	energyAustralia

<b>3</b>	<b>Identity of easement thirdly referred to in the abovementioned Plan:</b>	Easement for Electricity purposes 3.55 wide
	<b>Schedule of Lots, etc affected</b>	
	<b>Lot Burdened</b>	<b>Authority Benefited</b>
	1	energyAustralia

*[Handwritten signatures]*

WARRINGAH COUNCIL

*[Handwritten signature]*  
 Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE  
OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT  
TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 2 of 7 Sheets)

Plan: DP 285490

Subdivision of lot 1 in DP804702 covered by  
Council Clerk's Certificate No. 10109  
dated 22-4-1998

<b>4</b>	<b>Identity of easement fourthly referred to in the abovementioned Plan:</b>	Easement for Underground Mains 1.2 wide and 2 wide
<b>Schedule of Lots, etc affected</b>		
	<b>Lot Burdened</b>	<b>Authority Benefited</b>
	1	energyAustralia

<b>5</b>	<b>Identity of easement fifthly referred to in the abovementioned Plan:</b>	Right of access variable width
<b>Schedule of Lots, etc affected</b>		
	<b>Lot Burdened</b>	<b>Authority Benefited</b>
	1	Warringah Council

<b>6</b>	<b>Identity of covenant sixthly referred to in the abovementioned Plan:</b>	Positive Covenant
<b>Schedule of Lots, etc affected</b>		
	<b>Lot Burdened</b>	<b>Authority Benefited</b>
	1	Warringah Council

<b>7</b>	<b>Identity of covenant seventhly referred to in the abovementioned Plan:</b>	Positive Covenant
<b>Schedule of Lots, etc affected</b>		
	<b>Lot Burdened</b>	<b>Authority Benefited</b>
	1	Warringah Council

*[Handwritten signatures]*

WARRINGAH COUNCIL  
*[Signature]*  
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE  
OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT  
TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 3 of 7 Sheets)

Plan: DP 285490

Subdivision of lot 1 in DP804702 covered by  
Council Clerk's Certificate No. 10109  
dated 22 - 4 - 1998

**PART 2**

**3 Terms of easement for electricity purposes 3.55 wide thirdly referred to in the  
abovementioned plan**

- 3.1 energyAustralia shall have full right and liberty with or without tools, materials, plant and other apparatus and Vehicles for access to the said land for its officers, servants, workmen, agents and contractors at all times of the day and night.
- 3.2 energyAustralia may install, erect, construct, dismantle, repair, replace, renew and maintain upon the said land such plant, electricity conductors, wires, cables, transformers and other apparatus for the transmission or storage of electric current or purposes incidental thereto and carry out such construction work therein as to effectively establish a substation for the supply and/or distribution of electricity.
- 3.3 energyAustralia shall have the right to use the substation installation for the purpose of supplying other customers **PROVIDED HOWEVER** that in approving the connection of electrical loads to the substation energyAustralia shall give priority to electrical loads which are located within Lots 1 to 29 inclusive of the abovementioned plan.
- 3.4 energyAustralia shall have the right to take, remove and carry away from the said land all cables, fixtures, fittings, plant, machinery and other equipment laid, erected or brought by it on, under and about such land.
- 3.5 energyAustralia means energyAustralia and includes its agent, servants and workers and successors.

**4 Terms of easement for underground mains 1.2 and 2 wide fourthly referred to in the  
abovementioned plan**

- 4.1 **FULL RIGHT, LEAVE, LIBERTY AND LICENCE** for energyAustralia, its agents, servants and workmen to lay down, erect, construct and place, repair, renew, inspect, maintain and remove underground electric mains, cables and other apparatus for the transmission of electric current and for the purposes incidental thereto under the said land **AND ALSO** the free and uninterrupted passage of electricity and apparatus thereto appertaining under the said land and the said electric mains when constructed **TOGETHER WITH** power for energyAustralia, its servants, agents and workmen either with or without vehicles of all descriptions to enter into and upon the said land or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for cables and other apparatus in the said land or any part thereof.

*[Handwritten signatures]*

WARRINGAH COUNCIL  
*[Handwritten signature]*  
.....  
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE  
OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT  
TO SECTION 88B OF THE CONVEYANCING ACT 1919**

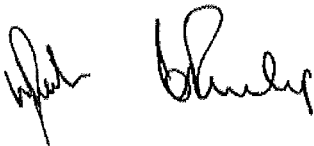
Lengths are in metres

(Sheet 4 of 7 Sheets)

Plan: DP 285490

Subdivision of lot 1 in DP804702 covered by  
Council Clerk's Certificate No. 10109  
dated 22-4-1998

- 4.2 **AND TOGETHER WITH** full right, leave, liberty and licence to cut and trim tree roots, branches or other growths and foliage which now or at any time hereafter may overhand or encroach on or are now growing or may grow in or on the said land.
- 4.3 **PROVIDED THAT** energyAustralia shall not permit or suffer any person other than its officers, servants, agents and workmen aforesaid or any other person authorised by them or any of them to enter in or upon the said land.
- 4.4 **AND PROVIDED FURTHER** that except where energyAustralia, its agents, servants and workmen in the course of exercising its rights hereunder removes, damages, breaks down or destroys any existing fence or fences on the said land energyAustralia shall not be under any obligation or in anywise be bound to erect, place or maintain any fence or fences on the boundaries or any other part or parts of the said land.
- 4.5 **AND** the Grantor doth hereby for itself and other owners from time to time of the said land covenant with energyAustralia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said cables and other apparatus or interfere with the free flow of electric current under the said land **AND** that if any such damage or injury be done or interference be made the Grantor will forthwith pay the cost to energyAustralia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.
- 4.6 **AND** for the consideration aforesaid energyAustralia doth hereby covenant with the Grantor, its successors and assigns that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use of abuse of electric current or cables and other apparatus for the transmission of electric current or of the rights hereby created by any person or persons employed by or acting or claiming under energyAustralia and that energyAustralia will at its own cost and charge pay for all damage and injury arising to the Grantor or to any person or persons in consequence of any breach or non-observance of the covenant.
- 4.7 **AND FURTHER** the Grantor doth hereby for itself and other owners from time to time of the said land covenant with energyAustralia that it will not without the consent of energyAustralia alter or permit to be altered the existing levels of the said land nor will it without the like consent erect or permit to be erected any structure on, above or below the said land.



**WARRINGAH COUNCIL**  
  
.....  
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE  
OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT  
TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 5 of 7 Sheets)

Plan: DP285490

Subdivision of lot 1 in DP804702 covered by  
Council Clerk's Certificate No. 10109  
dated 22-4-1998

4.8 **AND IT IS HEREBY AGREED** that a memorial or notification hereof shall be endorsed upon the Certificate of Title for the said land and the Registrar General is hereby required to endorse such memorial or notification accordingly.

**5 Terms of Right of Access variable width fifthly referred to in abovementioned plan.**

Full and free right for the body in whose favour this easement is created, and every person authorised by it, to go, pass and repass at all times and for the purposes of providing garbage recycling services and vegetation and general clean up services for all lots in the Plan with or without Vehicles over the land indicated herein as the servient tenement, subject to the condition that Vehicles used in exercising rights under this easement must only go, pass and repass over formed roads and such body and every person authorised by it shall not be responsible for any wear and tear to the formed roads and appurtenances occasioned by the provision of such services.

**6 Terms of Positive Covenant sixthly referred to in abovementioned plan.**

The Grantor covenants with Warringah Council pursuant to section 88E of the Conveyancing Act 1919 that the Grantor shall indemnify and keep indemnified Warringah Council from claims, demands and liability which may arise in respect of:

- (a) damage to property; or
- (b) death of or injury to any person

arising out of the provision of the Services and the exercise by Warringah Council of rights under the easement fifthly referred to in the Plan, except in respect of any loss, damage, death or injury caused by the negligence of Warringah Council or to the extent of the contribution, contributed to by the negligence of Warringah Council.

**7 Terms of Positive Covenant seventhly referred to in abovementioned plan**

The Grantor covenants with Warringah Council pursuant to section 88E of the Conveyancing Act 1919 that the Grantor shall indemnify and keep indemnified Authorised Users from claims, demands and liability which may arise in respect of:

- (a) damage to property; or
- (b) death of or injury to any person

arising out of the provision of the Services and the exercise by Authorised Users of rights under the easement fifthly referred to in the Plan, except in respect of any loss, damage, death or injury caused by the negligence of such Authorised Users or to the extent of the



**WARRINGAH COUNCIL**  
  
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE  
OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT  
TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 6 of 7 Sheets)

Plan: DP 285490

Subdivision of lot 1 in DP804702 covered by  
Council Clerk's Certificate No. 10109  
dated 22 - 4 - 1998

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contribution, contributed to by the negligence of Authorised Users and the Grantor shall  
whenever requested by the Council enter into a Deed of Indemnity with any contractor of  
the Council authorised under the easement fifthly referred to in the Plan indemnifying such  
contractor against damage to property, death or injury as aforesaid.

**8 Definitions**

In this instrument:

**"Authorised Users"** means officers, employees, contractors and agents of Warringah  
Council, persons authorised by Warringah Council under the easement fifthly referred to in  
the Plan.

**"Grantor"** means the registered proprietor from time to time of the lot burdened.

**"Vehicles"** means motor vehicles, trucks and similar vehicles.

The Authority having the right to release, vary or modify the easements secondly, thirdly  
and fourthly referred to shall be energyAustralia, its successors and assigns.

The Authority having the right to release, vary or modify the easements fifthly, sixthly and  
seventhly referred to shall be Warringah Council, its successors and assigns.

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WARRINGAH COUNCIL  
  
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE  
OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT  
TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 7 of 7 Sheets)

Plan: DP 285490

Subdivision of lot 1 in DP804702 covered by  
Council Clerk's Certificate No. 10109  
dated 22-4-1998

~~THE COMMON SEAL of  
AUSTRALAND HOLDINGS  
LIMITED~~ is affixed in the presence of: )  
)  
)  
)

.....  
Signature of authorised person

.....  
Position held

.....  
Name of authorised person

Executed by  
AUSTRALAND HOLDINGS LIMITED  
ACN 008 443 686

By its Attorney, ERNEST PHILIP  
Under Power of Attorney Book 4104  
No. 572 in the presence of: *John*

*Ernest Philip*  
.....  
Signature of authorised person

*General Manager*  
.....  
Position held

ERNEST PHILIP  
.....  
Name of authorised person

Approved by Warringah Council

*Neil Balot*  
.....  
Authorised officer

REGISTERED  30.4.1998.

RP55A

STAMP DUTY



Y941409

**POSITIVE COVENANT**

PURSUANT TO SECTION 88E(3), CONVEYANCING ACT, 1919

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

PC CA: 1 of 1  
 \$ 56. PC/1

DESCRIPTION OF LAND Note (a)

Tortious Title Reference	If part only, delete Whole and give details
1/790770	WHOLE

THE COUNCIL OF THE SHIRE OF WARRINGAH OF CIVIC CENTRE, DEE WY

Note (b)

a PRESCRIBED AUTHORITY within the meaning of Section 88E(1) of the Conveyancing Act, 1919, hereby imposes on the land above described the positive covenant which is set out overleaf, and applies to have such covenant recorded in the Register.

OFFICE USE ONLY

ONEV

Note (c)

The Registered Proprietor of the land above described is DAINFORD LIMITED

Note (d)

The mortgage/lessee/charge/covenant charges of the land above described is ESANDA FINANCE CORPORATION LIMITED

DATE 22.12.1989

EXECUTION Note (e)

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

Signed in my presence by an authorized officer of the Prescribed Authority THE COMMON SEAL OF THE COUNCIL OF THE SHIRE OF WARRINGAH was hereunto affixed this 22 day of December 1989 pursuant to an order made

Shire President

General Manager/Shire Clerk

under the authority of the General Manager/Shire Clerk of the Council. Signed in my presence by the registered proprietor of the land who is personally known to me THE COMMON SEAL OF DAINFORD LIMITED was hereunto affixed by the authority of the Board of Directors in the presence of:



Director

Secretary

Address and occupation of Witness

Notes (a) and (i)

Signed in my presence by the registered proprietor ESANDA FINANCE CORPORATION LIMITED who is personally known to me EXECUTED BY ESANDA FINANCE CORPORATION LIMITED by being signed sealed and delivered by its Attorney DIANNA JANE McAVOY ASSISTANT MANAGER securities (who certifies that he is the in the New South Wales Division of Esanda Finance Corporation Limited) pursuant to Power of Attorney registered No. 867, Book 364, in the presence of-

Address and occupation of Witness

TO BE COMPLETED BY LODGING PARTY

Notes (g) and (h)

LODGED BY		LOCATION OF DOCUMENTS	
WILSHIRE WEBB SOLICITORS 370 KENT STREET, SYDNEY D.X. 290 SYDNEY, PHONE: 29-3311 5200		CT / OTHER	Herewith.
Delivery Box Number			In L.T.C. with
Checked / Passed			Produced by 29X
Checked / Passed	REGISTERED 23 APR 1990	Secondary Directions	
Signed / Extra Fee		Delivery Directions	CT 29X

OFFICE USE ONLY

173

REGISTRATION

S.D.00

- (a) The Registered Proprietor shall cleanse repair and maintain all siltation stormwater and drainage structures to the satisfaction of the Prescribed Authority so that they shall remain effective at all times and without limiting the generality of the foregoing the Registered Proprietor shall remove all sillage silt and other materials collected in any surface water collection pit or pits at all reasonable times so as to keep such pit or pits effective and at such other times as the Prescribed Authority may in writing require.
- (b) The Registered Proprietor shall allow the Prescribed Authority its servants or agents with or without motor vehicles and at any reasonable time of the day and whenever the Prescribed Authority so desires to enter the land and view the condition of the land or any structure the subject of this covenant.
- (c) The Registered Proprietor shall indemnify and keep indemnified the Prescribed Authority against all claims demands actions suits cause and causes of action sums of money compensation interest damages costs charges and expenses which may at any time result or be caused directly or indirectly by the failure or inadequacy of any siltation, stormwater or drainage structure on the land and or the failure of the Registered Proprietor to cleanse, repair or maintain the same.
- (d) The Registered Proprietor shall make such improvements alterations or amplifications to any siltation stormwater or drainage structure on the land as the Prescribed Authority shall by notice in writing reasonably require.

Note III  
 Terms of Positive  
 Covenant

**INSTRUCTIONS FOR COMPLETION**

Typewriting and handwriting should be clear, legible and in permanent dark blue or dark blue non-copying ink.  
 Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the parties to the dealing in the left hand margin.  
 If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.  
 The following instructions relate to the side notes on the form.

- (a) Description of land
  - (i) TENURE TITLE REFERENCE - Insert the correct Folio Identifier or Volume and Page of the Certificate of Title for the land the subject of this Covenant, e.g. 156/SP12345 or Vol. 8514 Fol. 126.
  - (ii) PART/WHOLE - If part only of the land in the Folio of the Register is affected by the Covenant, delete the word "Whole" and insert "Part" and part interest, portion, &c.
- (b) Insert the full name and address of the Prescribed Authority.
- (c) Insert full name and postal address of the registered proprietor.
- (d) If the land is subject to a registered lease, mortgage, charge, etc., insert the full name and postal address of the lessee, mortgagee, chargee etc. If the land is NOT subject to a lease, mortgage, charge, etc., rule through this space.
- (e) Execution
  - GENERALLY (i) Should there be insufficient space for execution of this dealing use an annexure sheet.
  - (ii) The certificate of correctness under the Real Property Act, 1900 must be signed by the authorized officer who should execute the dealing in the presence of an adult witness, to whom he/she is personally known.
  - ATTORNEY (iii) If the dealing is executed by an attorney for the applicant pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of the attorney, e.g. "AD" by latter attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No.
  - AUTHORITY (iv) If the dealing is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the authority, judicial or other authority pursuant to which the dealing has been executed.
  - CORPORATION (v) If the dealing is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.
- (f) Insert reference to the mortgage, lease, charge, etc., e.g., mortgage No. W161111.
- (g) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.
- (h) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration.
- (i) Insert the full particulars of the positive covenant. Should there be insufficient space, use an annexure.

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS				
(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME		
SECOND SCHEDULE AND OTHER DIRECTIONS				
(D) FOLIO IDENTIFIER (OR NEGOTIATING & FOLIO IDENTIFIERS)	(E) DIRECTION	(F) NOTIFY TYPE	(G) DEALING NUMBER	(H) DETAILS

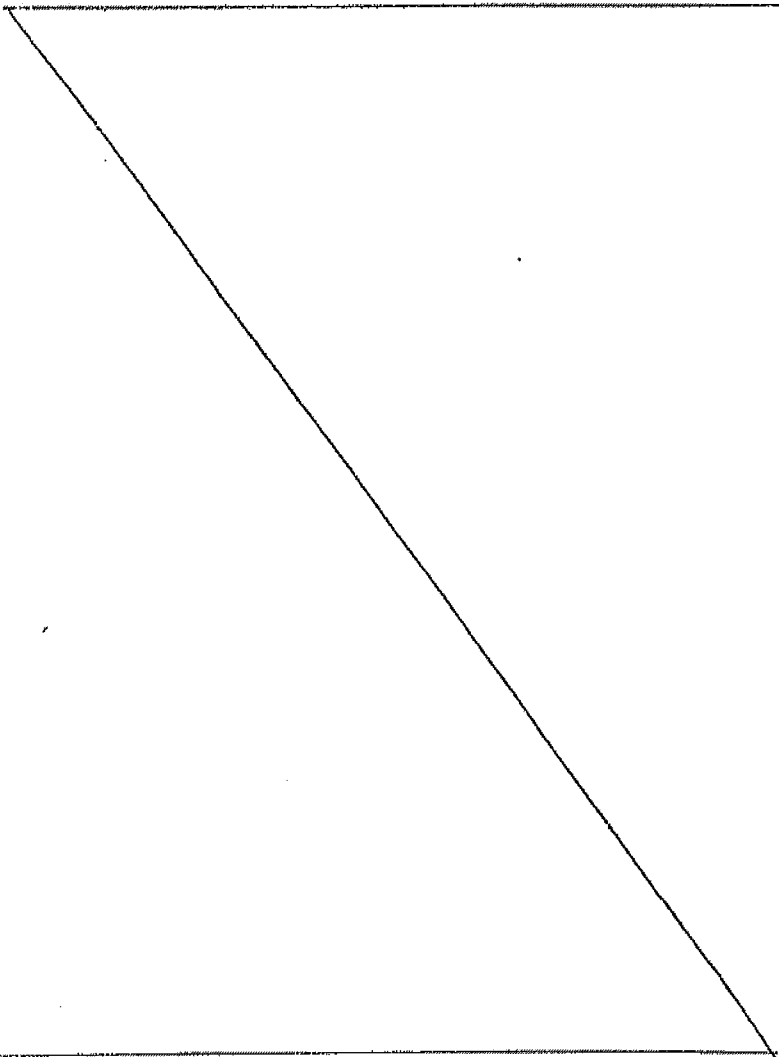
**B**

THIS IS THE ANNEXURE TO THE POSITIVE COVENANT BETWEEN THE COUNCIL  
OF THE SHIRE OF WARRINGAH AND DAINFORD LIMITED DATED THIS  
DAY OF 22. 12 1989

(e) Without the written consent of the Prescribed Authority the  
Registered Proprietor shall not:-

(i) Alter the level of the land.

(ii) Do anything on the land which impedes or interferes  
with the normal flow of stormwater or other water  
through the siltation stormwater or drainage structure  
constructed on the land or interfere with its proper  
operation.



*[Handwritten signature]*

*[Handwritten signature]*

## Northern Beaches Council Planning Certificate – Part 2&5

**Applicant:** InfoTrack  
GPO Box 4029  
SYDNEY NSW 2001

**Reference:** 6906  
**Date:** 26/05/2022  
**Certificate No.** ePLC2022/03650

**Address of Property:** 6 Ocean View Way BELROSE NSW 2085  
**Description of Property:** Lot 16 DP 285490

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### Planning Certificate – Part 2

The following certificate is issued under the provisions of Section 10.7(2) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149). The information applicable to the land is accurate as at the above date.

#### **1. Relevant planning instruments and Development Control Plans**

**1.1 The name of each environmental planning instrument that applies to the carrying out of development on the land:**

**1.1a) Local Environmental Plan**

Warringah Local Environmental Plan 2011

**1.1b) State Environmental Planning Policies and Regional Environmental Plans**

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Primary Production) 2021  
Chapters 1,2

State Environmental Planning Policy (Resources and Energy) 2021  
Chapters 1, 2

State Environmental Planning Policy (Resilience and Hazards) 2021  
Chapters 1, 3, 4

State Environmental Planning Policy (Industry and Employment) 2021  
Chapters 1, 3

State Environmental Planning Policy (Transport and Infrastructure) 2021  
Chapters 1, 2, 3

State Environmental Planning Policy (Biodiversity and Conservation) 2021  
Chapters 1, 2, 3, 4, 6, 7

State Environmental Planning Policy (Planning Systems) 2021  
Chapters 1, 2

State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021  
Chapters 1, 2

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

SEPP 65 – Design Quality of Residential Apartment Development

SEPP (Building Sustainability Index: BASIX)

State Environmental Planning Policy (Biodiversity and Conservation) 2021  
Chapters 9, 10

State Environmental Planning Policy Amendment (Frenchs Forest Precinct) 2021

## **1.2 Draft Environmental Planning Instruments**

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 subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

### **1.2 a) Draft State Environmental Planning Policies**

Draft State Environmental Planning Policy (Environment)

Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019

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

Draft Remediation of Land State Environmental Planning Policy (intended to replace State Environmental Planning Policy 55)

### **1.2 b) Draft Local Environmental Plans**

#### **Planning Proposal - Pittwater Road and Albert Street, Narrabeen**

**Applies to:** 1294 - 1300 Pittwater Road and 2 - 4 Albert Street, Narrabeen

**Outline:** Amends WLEP 2011 to:

- Amend Warringah LEP 2011 Height of Buildings Map from 8.5m to 12m at 1298 and 1300 Pittwater Rd and from 8.5 to 11m at 1294, 1296 Pittwater Road and 4 Albert St Narrabeen.
- Amend Schedule 1 to allow 'medical centre', 'commercial premises' and 'shop top housing' as additional permitted uses at 1298 and 1300 Pittwater Rd Narrabeen.
- To implement Council's adopted Affordable Housing Contributions Scheme and to amend Warringah DCP 2011 for the subject site. at 2 Albert Street and 1294 Pittwater Road Narrabeen

## **1.3 Development Control Plans**

The name of each development control plan that applies to the carrying out of development on the land:

## **2. Zoning and land use under relevant Local Environmental Plans**

For each environmental planning instrument or proposed instrument referred to in Clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

### **2.1 Zoning and land use under relevant Local Environmental Plans**

#### **2.1 (a), (b), (c) & (d)**

The following information identifies the purposes for which development may be carried out with or without development consent and the purposes for which the carrying out of development is prohibited, for all zones (however described) affecting the land to which the relevant Local Environmental Plan applies.

#### **EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011**

#### **Zone R2 Low Density Residential**

##### **1 Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that low density residential environments are characterised by landscaped settings that are in harmony with the natural environment of Warringah.

##### **2 Permitted without consent**

Home-based child care; Home occupations

##### **3 Permitted with consent**

Bed and breakfast accommodation; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Group homes; Health consulting rooms; Home businesses; Hospitals; Places of public worship; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Veterinary hospitals

##### **4 Prohibited**

Any development not specified in item 2 or 3

##### **Additional permitted uses**

Additional permitted uses, if any, for which development is permissible with development consent pursuant to Clause 2.5 and Schedule 1 of the relevant Local Environmental Plan:

Nil

#### **(e) Minimum land dimensions**

The *Warringah Local Environmental Plan 2011* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

**(f) Critical habitat**

The land does not include or comprise critical habitat.

**(g) Conservation areas**

The land is not in a heritage conservation area.

**(h) Item of environmental heritage**

The land does not contain an item of environmental heritage.

**2.2 Draft Local Environmental Plan - if any**

For any proposed changes to zoning and land use, see Part 1.2 b)

Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

**2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006**

The *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* does not apply to the land.

**3. Complying Development**

The extent to which the land is land on which complying development may or may not be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

**a) Housing Code**

Complying Development under the Housing Code may be carried out on all of the land.

**b) Rural Housing Code**

Complying Development under the Rural Housing Code may be carried out on all of the land.

**c) Low Rise Housing Diversity Code**

Complying Development under the Low Rise Housing Diversity Code may be carried out on all of the land.

**d) Greenfield Housing Code**

Complying Development under the Greenfield Housing Code may not be carried out on all of the land.

**e) Housing Alterations Code**

Complying Development under the Housing Alterations Code may be carried out on all of the land.

**f) General Development Code**

Complying Development under the General Development Code may be carried out on all of the land.

#### **g) Commercial and Industrial Alterations Code**

Complying Development under the Commercial and Industrial Alterations Code may be carried out on all of the land.

#### **h) Commercial and Industrial (New Buildings and Additions) Code**

Complying Development under the Commercial and Industrial (New Buildings and Additions) Code may be carried out on all of the land.

#### **i) Container Recycling Facilities Code**

Complying Development under the Container Recycling Facilities Code may be carried out on all of the land.

#### **j) Subdivisions Code**

Complying Development under the Subdivisions Code may be carried out on all of the land.

#### **k) Demolition Code**

Complying Development under the Demolition Code may be carried out on all of the land.

#### **l) Fire Safety Code**

Complying Development under the Fire Safety Code may be carried out on all of the land.

#### **m) Inland Code**

Complying Development under the Inland Code does not apply to the land.

**Note:** Pursuant to clause 3D.1 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the Inland Code only applies to 'inland local government areas'. Northern Beaches local government area is not defined as an 'inland local government area' by *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

### **4, 4A (Repealed)**

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

The owner of the land (or any previous owner) has not 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).

### **5. Mine Subsidence**

The land has not been proclaimed to be a mine Subsidence (Mine Subsidence) district within the meaning of section 15 of the *Mine Subsidence (Mine Subsidence) Compensation Act, 1961*.

## **6. Road widening and road realignment**

- (a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.
- (b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.
- (c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

## **7. Council and other public authority policies on hazard risk restriction**

- (a) Council has adopted a number of policies with regard to various hazards or risks which may restrict development on this land. The identified hazard or risk and the respective Council policies which affect the property, if any, are listed below (other than flooding – see 7A):

Nil

- (b) The following information applies to any policy as 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 a planning certificate issued by the Council. The identified hazard or risk and the respective Policy which affect the property, if any, are listed below:

### **Bush Fire Prone Land**

This land is identified on a Bush Fire Prone Land map certified by the Commissioner of the NSW Rural Fire Service as being bush fire prone land. The requirements of the NSW Rural Fire Service document Planning for Bush Fire Protection apply to this land. For further information please contact the Northern Beaches District NSW Rural Fire Service.

## **7A. Flood related development control Information**

- (1) The land is not within the flood planning area and subject to flood related development controls.
- (2) The land or part of the land is not between the flood planning area and the probable maximum flood and subject to flood related development controls.

- (3) In this clause—

**flood planning area** has the same meaning as in the Floodplain Development Manual.

**Floodplain Development Manual** means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

**probable maximum flood** has the same meaning as in the Floodplain Development Manual.

## **8. Land reserved for acquisition**

Environmental planning instrument referred to in Clause 1 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

## **9. Contribution plans**

The following applies to the land:

### **Northern Beaches Section 7.12 Contributions Plan 2019**

## **9A. Biodiversity certified land**

The land is not biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016* (includes land certified under Part 7AA of the repealed *Threatened Species Conservation Act 1995*).

## **10. Biodiversity Stewardship Sites**

The Council has not been notified by the Chief Executive of the Office of Environment and Heritage that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (includes land to which a biobanking agreement under Part 7A of the repealed *Threatened Species Conservation Act 1995* relates).

## **10A. Native vegetation clearing set asides**

Council has not been notified by Local Land Services of the existence of a set aside area under section 60ZC of the *Local Land Services Act 2013*.

## **11. Bush fire prone land**

### **Bush Fire Prone Land**

Some of the land is bush fire prone land.

## **12. Property vegetation plans**

The Council has not been notified that the land is land to which a vegetation plan under the *Native Vegetation Act 2003* applies.

## **13. Orders under Trees (Disputes Between Neighbours) Act 2006**

Council has not been notified of the existence of 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**

There is not 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.

## **15. Site compatibility certificates and conditions for seniors housing**

- (a) There is not a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.
- (b) No condition of consent applies to the property that limits the kind of people who may occupy the premises/ development. This refers only to consents granted after 11 October 2007 with conditions made in accordance with clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.

## **16. Site compatibility certificates for infrastructure, schools or TAFE establishments**

There is not a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land.

## **17. Site compatibility certificate and conditions for affordable rental housing**

- (a) There is not a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.
- (b) There are not terms of a kind referred to in clause 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021* that have been imposed as a condition of consent to a development application in respect of the land.

## **18. Paper subdivision information**

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

## **19. Site verification certificates**

There is no current site verification certificate, of which council is aware, in respect of the land according to Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

## **20. Loose-fill asbestos insulation**

The residential dwelling erected on this land has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

This clause applies to residential premises (within the meaning of Division 1A of part 8 of the Home Building Act 1989) that are listed in the register that is required to be maintained under that Division.

Contact NSW Fair Trading for more information.

## **21 Affected building notices and building product rectification orders**

- 1) There is not an affected building notice of which the council is aware that is in force in respect of the land.
- 2) There is not a building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- 3) There is not a notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this clause:

- **affected building notice** has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*.
- **building product rectification order** has the same meaning as in the *Building Products (Safety) Act 2017*.

## **Additional matters under the Contaminated Land Management Act 1997**

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:

- (a) the land to which the certificate relates is not significantly contaminated land within the meaning of that Act
- (b) the land to which the certificate relates is not subject to a management order within the meaning of that Act
- (c) the land to which the certificate relates is not the subject of an approved voluntary management proposal within the meaning of that Act
- (d) the land to which the certificate relates is not subject to an ongoing maintenance order within the meaning of that Act
- (e) the land to which the certificate relates is not the subject of a site audit statement

If contamination is identified above please contact the Environmental Protection Authority (EPA) for further information.

## **Planning Certificate – Part 5**

ePLC2022/03650

The following is information provided in good faith under the provisions of Section 10.7(5) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149) and lists relevant matters affecting the land of which Council is aware. The Council shall not incur any liability in respect of any such advice.

Persons relying on this certificate should read the environmental planning instruments referred to in this certificate.

## **Company Title Subdivision**

Clause 4.1 of the *Pittwater Local Environmental Plan 2014*, *Warringah Local Environmental Plan 2011* or *Manly Local Environmental Plan 2013* provides that land may not be subdivided except with the consent of the Council. This includes subdivision by way of company title schemes. Persons considering purchasing property in the Northern Beaches local government area the subject of a company title scheme are advised to check that the land has been subdivided with the consent of the Council.

## **District Planning**

Under the Greater Sydney Regional Plan – A Metropolis of Three Cities 2018, the Greater Sydney Commission sets a planning framework for a metropolis of three cities across Greater Sydney which reach across five Districts. Northern Beaches is located within the 'Eastern Harbour City' area and is in the North District which forms a large part of the Eastern Harbour City. The North District Plan sets out planning priorities and actions for the growth of the North District, including Northern Beaches. Northern Beaches Council's Local Strategic Planning Statement gives effect to the District Plan based on local characteristics and opportunities and Council's own priorities in the community. The Local Strategic Planning Statement came into effect on 26 March 2020.

## **Council Resolution To Amend Environmental Planning Instrument**

The following instrument or resolution of Council proposes to vary the provisions of an environmental planning instrument, other than as referred to in the Planning Certificate – Part 2:

### **Planning Proposal - rezone deferred land within the Oxford Falls Valley & Belrose North area**

**Applies to land:** Land within the B2 Oxford Falls Valley and C8 Belrose North localities of WLEP 2000 and land zoned E4 Environmental Living under WLEP 2011 at Cottage Point (Boundaries identified within the Planning Proposal)

**Outline:** Amends WLEP 2000 and WLEP 2011 to:

- Transfer the planning controls for land within the B2 Oxford Falls Valley and C8 Belrose North localities of WLEP 2000 into the best fit zones and land use controls under WLEP 2011
- Rezone the majority of the subject land to E3 Environmental Management under WLEP 2011
- Rezone smaller parcels of land to E4 Environmental Living, RU4 Primary Production Small Lots, SP2 Infrastructure, SP1 Special Activities, R5 Large Lot Residential and R2 Low Density Residential under WLEP 2011
- Include various parcels of land as having additional permitted uses under Schedule 1 of WLEP 2011

**Council resolution:** 24 February 2015

## **Additional Information Applying To The Land**

Additional information, if any, relating to the land the subject of this certificate:

The Draft Northern Beaches Section 7.12 Contributions Plan 2022 applies to the land.

## **General Information**

### **Threatened Species**

Many threatened species identified under the *Biodiversity Conservation Act 2016* (NSW) and Environment Protection and Biodiversity Conservation Act 1999 (Commonwealth) are found within the former Local Government Area of Warringah (now part of Northern Beaches). Council's Natural Environment unit can be contacted to determine whether any site specific information is available for this property. Records of threatened flora and fauna are also available from the NSW Office of Environment and Heritage's Atlas of NSW Wildlife database: <http://www.bionet.nsw.gov.au>

Potential threatened species could include:

(a) threatened species as described in the final determination of the scientific committee to list endangered and vulnerable species under Schedule 1 of the *Biodiversity Conservation Act 2016*, and/or

(b) one or more of the following threatened ecological communities as described in the final determination of the scientific committee to list the ecological communities under Schedule 2 of the *Biodiversity Conservation Act 2016*:

- Duffys Forest Ecological Community in the Sydney Basin Bioregion
- Swamp Sclerophyll Forest on Coastal Floodplain
- Coastal Saltmarsh of the Sydney Basin Bioregion
- Swamp Oak Floodplain Forest
- Bangalay Sand Forest of the Sydney Basin Bioregion
- Themeda grasslands on Seacliffs and Coastal Headlands
- Sydney Freshwater Wetlands in the Sydney Basin Bioregion
- Coastal Upland Swamp in the Sydney Basin Bioregion
- River-Flat Eucalypt Forest on Coastal Floodplains of the New South Wales North Coast, Sydney Basin and South East Corner Bioregions

#### **Bush fire**

Certain development may require further consideration under section 79BA or section 91 of the Environmental Planning and Assessment Act 1979, and section 100B of the Rural Fires Act, 1997 with respect to bush fire matters. Contact NSW Rural Fire Service.

#### **Aboriginal Heritage**

Many Aboriginal objects are found within the Local Government Area. It is prudent for the purchaser of land to make an enquiry with the Office of Environment and Heritage as to whether any known Aboriginal objects are located on the subject land or whether the land has been declared as an Aboriginal place under the *National Parks and Wildlife Act 1974* (NSW). The carrying out of works may be prevented on land which is likely to significantly affect an Aboriginal object or Aboriginal place. For information relating to Aboriginal sites and objects across NSW, contact: Aboriginal Heritage Information Management System (AHIMS) on (02) 9585 6345 or email [AHIMS@environment.nsw.gov.au](mailto:AHIMS@environment.nsw.gov.au). Alternatively visit <http://www.environment.nsw.gov.au/licences/AboriginalHeritageInformationManagementSystem.htm>.

#### **Coastal Erosion**

Information available to Council indicates coastal erosion may affect a greater number of properties and may present an increased risk to properties than that shown on published hazard maps of the Warringah coastline. Council's Natural Environment Unit can be contacted for further information.

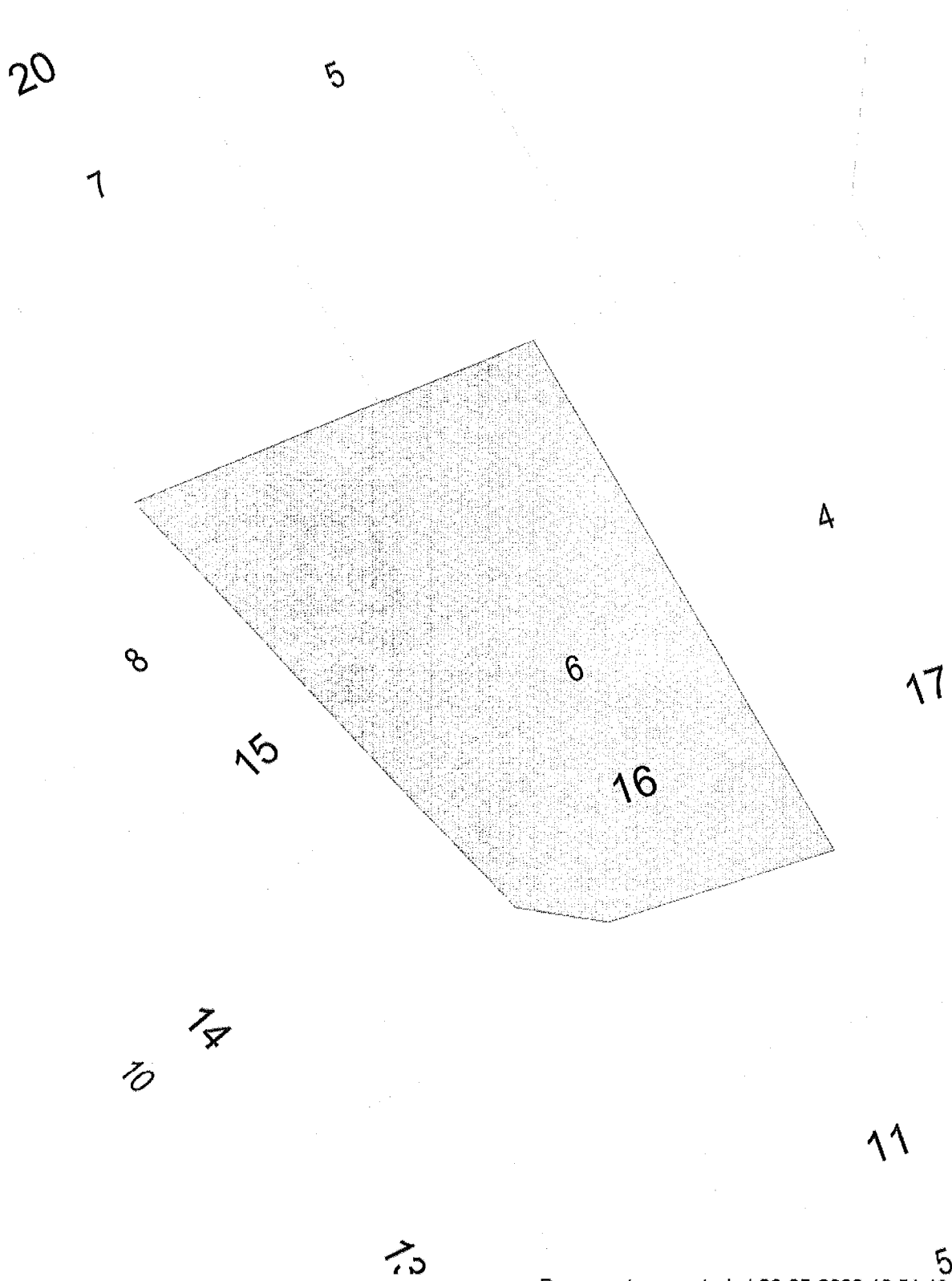


**Ray Brownlee PSM**  
Chief Executive Officer  
26/05/2022





**Service Location Print**  
Application Number: 8001685562



Document generated at 26-05-2022 12:51:13 PM

**Disclaimer**

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as Indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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## Pipe Types

<b>ABS</b>	Acrylonitrile Butadiene Styrene	<b>AC</b>	Asbestos Cement
<b>BRICK</b>	Brick	<b>CI</b>	Cast Iron
<b>CICL</b>	Cast Iron Cement Lined	<b>CONC</b>	Concrete
<b>COPPER</b>	Copper	<b>DI</b>	Ductile Iron
<b>DICL</b>	Ductile Iron Cement (mortar) Lined	<b>DIPL</b>	Ductile Iron Polymeric Lined
<b>EW</b>	Earthenware	<b>FIBG</b>	Fibreglass
<b>FL BAR</b>	Forged Locking Bar	<b>GI</b>	Galvanised Iron
<b>GRP</b>	Glass Reinforced Plastics	<b>HDPE</b>	High Density Polyethylene
<b>MS</b>	Mild Steel	<b>MSCL</b>	Mild Steel Cement Lined
<b>PE</b>	Polyethylene	<b>PC</b>	Polymer Concrete
<b>PP</b>	Polypropylene	<b>PVC</b>	Polyvinylchloride
<b>PVC - M</b>	Polyvinylchloride, Modified	<b>PVC - O</b>	Polyvinylchloride, Oriented
<b>PVC - U</b>	Polyvinylchloride, Unplasticised	<b>RC</b>	Reinforced Concrete
<b>RC-PL</b>	Reinforced Concrete Plastics Lined	<b>S</b>	Steel
<b>SCL</b>	Steel Cement (mortar) Lined	<b>SCL IBL</b>	Steel Cement Lined Internal Bitumen Lined
<b>SGW</b>	Salt Glazed Ware	<b>SPL</b>	Steel Polymeric Lined
<b>SS</b>	Stainless Steel	<b>STONE</b>	Stone
<b>VC</b>	Vitrified Clay	<b>WI</b>	Wrought Iron
<b>WS</b>	Woodstave		

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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