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Contract for the sale of land – 2005 edition

TERM	MEANING OF TERM		
Vendor's agent	**SKYLINE REAL ESTATE** 7/14 Frenchs Forest Road, Frenchs Forest NSW 2086	Phone Fax Ref	0416 207 215 Stuart Bath
Co-agent			
Vendor	**SYDNEY WATER CORPORATION** (ABN 49 776 225 038) 1 Smith Street, Parramatta NSW 2150		
Vendor's Solicitor	**TressCox Lawyers** Level 20, 135 King Street, Sydney NSW 2000 DX 123 Sydney	Phone Email Ref	(02) 9228 9263 marcus_andrews@tresscox.com.au CJC:MHA:099680
Completion date	31 January 2013		
Land (Address, plan details and title reference)	**2A ETHIE ROAD, BEACON HILL NSW 2100** **52/1175875**		(clause 15)
Improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ none ☒ other: vacant land		
Attached copies	☐ Documents in the List of Documents as marked or as numbered: ☒ Other documents: see Schedule of Documents		

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

Inclusions	☐ ~~blinds~~	☐ ~~curtains~~	☐ ~~insect screens~~	☐ ~~stove~~
	☐ ~~built-in wardrobes~~	☐ ~~dishwasher~~	☐ ~~light fittings~~	☐ ~~pool equipment~~
	☐ ~~clothes line~~	☐ ~~fixed floor coverings~~	☐ ~~range hood~~	☐ ~~TV antenna~~
	☐ ~~other:~~			

Exclusions

Purchaser

Purchaser's solicitor — Phone / Email / Ref

Price $

Deposit $ (10% of the price, unless otherwise stated)

Balance $

Contract date (if not stated, the date this contract was made)

Purchaser's Co-ownership ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

Deposit: invested/~~not invested~~

FOR EXECUTION SEE PAGE 2AA

NOTE: Subject to clause 13 the price INCLUDES GST (if any) payable by the vendor

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

List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)
- ☒ 7 section 149(5) information included in that certificate
- ☐ 8 sewerage connections diagram
- ☐ 9 sewer mains diagram
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 section 88G certificate (positive covenant)
- ☒ 12 survey report
- ☐ 13 section 317A certificate (certificate of compliance)
- ☐ 14 building certificate given under *legislation*
- ☐ 15 insurance certificate (Home Building Act 1989)
- ☐ 16 brochure or note (Home Building Act 1989)
- ☐ 17 section 24 certificate (Swimming Pools Act 1982)
- ☐ 18 lease (with every relevant memorandum or variation)
- ☐ 19 other document relevant to tenancies
- ☐ 20 old system document
- ☐ 21 Crown tenure card
- ☐ 22 Crown purchase statement of account
- ☐ ~~23 Statutory declaration regarding *vendor duty*~~

Strata or community title (clause 23 of the contract)

- ☐ 24 property certificate for strata common property
- ☐ 25 plan creating strata common property
- ☐ 26 strata by-laws not set out in *legislation*
- ☐ 27 strata development contract or statement
- ☐ 28 strata management statement
- ☐ 29 leasehold strata - lease of lot and common property
- ☐ 30 property certificate for neighbourhood property
- ☐ 31 plan creating neighbourhood property
- ☐ 32 neighbourhood development contract
- ☐ 33 neighbourhood management statement
- ☐ 34 property certificate for precinct property
- ☐ 35 plan creating precinct property
- ☐ 36 precinct development contract
- ☐ 37 precinct management statement
- ☐ 38 property certificate for community property
- ☐ 39 plan creating community property
- ☐ 40 community development contract
- ☐ 41 community management statement
- ☐ 42 document disclosing a change of by-laws
- ☐ 43 document disclosing a change in a development or management contract or statement
- ☐ 44 document disclosing a change in boundaries
- ☐ 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)

WARNINGS

1. 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.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. 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.
6. 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.
7. 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.
8. 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.

WARNING
SWIMMING POOLS

An owner of property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

WARNING
SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms (or in certain cases heat alarms) installed in the building or lot in accordance with regulations under the Environmental Planning and Assessment Act 1979. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract – in particular, if you are buying off the plan).

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. **This is the statement required by section 66X of the Conveyancing Act 1919 and applies to a contract for the sale of residential property.**

2. **The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, EXCEPT in the circumstances listed in paragraph 3.**

3. **There is NO COOLING OFF PERIOD:**
   - **(a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act; or**
   - **(b) if the property is sold by public auction; or**
   - **(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in; or**
   - **(d) if the contact is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.**

4. **A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.**

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Execution by vendor

EXECUTED by **SYDNEY WATER CORPORATION** (ABN 49 776 225 038) by its Attorneys

under Power of Attorney Book No. dated in the presence of:

_____ _____

_____ _____

Execution by purchaser

SIGNED by
in the presence of:

_____ _____
Signature of Witness Signature

_____
Name of Witness

EXECUTED for and on behalf of
(ABN) in accordance with
Section 127(1) of the *Corporations Act 2001*:

_____ _____
Signature of Director Signature of Director/Secretary

_____ _____
Name of Director Name of Director/Secretary

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The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

In this contract, these terms (in any form) mean -

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor*);
document of title	document relevant to the title or the passing of title;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and drawn on its own funds by - ● a *bank*; or ● a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; or if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
terminate	terminate this contract for breach;
vendor duty	vendor duty imposed under Chapter 4 of the Duties Act 1997;
within	in relation to a period, at any time before or during the period;
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road.

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2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
2.4 The purchaser can pay any of the deposit only by unconditionally giving cash (up to $2,000) or a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 and 3 do not apply.
2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, credit union or permanent building society, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Payment of vendor duty out of the deposit

3.1 This clause applies only if this contract says the deposit can be used to pay vendor duty.
3.2 If the amount held by the *depositholder* (disregarding the value of any bond or guarantee) exceeds the amount of *vendor duty*, the *parties* direct the *depositholder* to release the amount of *vendor duty* on the following terms -
3.2.1 the *depositholder* is to draw a *cheque* ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of *vendor duty;*
3.2.2 the *depositholder* is not to draw that *cheque* earlier than 14 days before the completion date; and
3.2.3 the receipt of a letter from the vendor's *solicitor* requesting the vendor duty cheque will be sufficient authority for the *depositholder* to draw and release that cheque.
3.3 The vendor's *solicitor* will use the vendor duty cheque for the sole purpose of payment of the *vendor duty* relating to this transaction.
3.4 If this contract is not completed in circumstances that there is, or may be, no liability for *vendor duty* -
3.4.1 if the vendor duty cheque has been forwarded to the vendor's *solicitor* but has not been used to pay *vendor duty,* that cheque must be returned immediately to the *depositholder* for cancellation;
3.4.2 if the vendor duty cheque has been used to pay *vendor duty* -
- the amount of *vendor duty* is repayable upon demand;
- the vendor must lodge an application for refund of *vendor duty;* and
- the vendor irrevocably authorises the Office of State Revenue to pay to the *depositholder* the refund of *vendor duty;*

3.4.3 each *party* must do whatever else is necessary to ensure that the *party* whose funds were used to pay *vendor duty* receives the refund; and
3.4.4 rights under this clause continue even if the contract has been *rescinded* or *terminated.*

4 Transfer

4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
4.5 If this sale is exempt from *vendor duty* -
4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within* 7 days after the contract date;
4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
4.5.3 if the vendor complies with clause 4.5.1 -
- the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
- on completion the vendor must pay to the purchaser $33.

5 Requisitions

If the purchaser is or becomes entitled to make a *requisition,* the purchaser can make it only by *serving* it -
5.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
5.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
5.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
6.3 However, this clause does not apply to the extent the purchaser knows the true position.

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7 Claims by purchaser

The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion -

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay -

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind;* and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service;* and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed -

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse.

8 Vendor's right to rescind

The vendor can *rescind* if -

8.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition;*

8.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service.*

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can -

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause-

9.2.1 for 12 months after the *termination;* or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either -

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover -

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;

10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally,* the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

11 Compliance with work orders

11.1 *Normally,* the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order.*

11.2 If the purchaser complies with a *work order,* and this contract is *rescinded* or *terminated,* the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant -

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for -

12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or

12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation,* even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

13.1 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act.*

13.2 *Normally,* if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment, pay an expense of another party or pay an amount payable by or to a third party (for example, under clauses 14 or 20.7) -

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the amount; but

13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding the *GST rate.*

13.4 If this contract says this sale is the supply of a going concern -

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the completion date, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows:

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally,* the vendor promises the margin scheme will not apply to the supply of the *property.*

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the parties agree that the margin scheme is to apply to the sale of the property.

13.7 If this contract says the sale is not a taxable supply -

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of -

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property,* the vendor must pay the purchaser on completion an amount of one-eleventh of the price if -

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent -

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally,* on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

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14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must adjust land tax for the year current at the *adjustment date* -

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year -

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so -

14.6.1 the amount is to be treated as if it were paid; and

14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Completion date

The *parties* must complete by the completion date and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

- **Vendor**

16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.

16.4 The legal title to the *property* does not pass before completion.

16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.

16.6 If the purchaser *serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

- **Purchaser**

16.7 On completion the purchaser must pay to the vendor, by cash (up to $2,000) or *settlement cheque*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to the purchaser under this contract).

16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

- **Place for completion**

16.11 *Normally*, the *parties* must complete at the completion address, which is -

16.11.1 if a special completion address is stated in this contract - that address; or

16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or

16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.

16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if -

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17.2.1 this contract says that the sale is subject to existing tenancies; and
17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
18.2 The purchaser must not before completion -
18.2.1 let or part with possession of any of the *property*;
18.2.2 make any change or structural alteration or addition to the *property*; or
18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
18.3 The purchaser must until completion -
18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor -
18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate mentioned in Schedule J of the Supreme Court Rules 1970.
18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right -
19.1.1 only by *serving* a notice before completion; and
19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* -
19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
20.2 Anything attached to this contract is part of this contract.
20.3 An area, bearing or dimension in this contract is only approximate.
20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
20.6 A document under or relating to this contract is -
20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
20.6.2 *served* if it is *served* by the *party* or the *party's solicitor;*
20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
20.6.5 *served* if it is sent by fax to the *party's solicitor*, unless it is not received;
20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay -
20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
20.8 Rights under clauses 11, 13, 14, and 17 continue after completion, whether or not other rights continue.
20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
20.11 A reference to any *legislation* includes a reference to any corresponding later *legislation*.
20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
20.14 The details and information provided in this contract (for example, on page 1) are, to the extent of each *party's* knowledge, true, and are part of this contract.
20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

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21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clause 2 (deposit).
21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract -
'change', in relation to a scheme, means -
- a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

'common property' includes association property for the scheme or any higher scheme;
'contribution' includes an amount payable under a by-law;
'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
'the *property*' includes any interest in common property for the scheme associated with the lot;
'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are normal expenses, due to fair wear and tear, disclosed in this contract or covered by moneys held in the sinking fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
23.5 The *parties* must adjust under clause 14.1 -
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract -
23.6.1 the vendor is liable for it if it was levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
23.6.3 the purchaser is liable for all other contributions levied after the *contract date*.
23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.
23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -
23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
23.8.3 a past or future change in the scheme or a higher scheme.
23.9 However, the purchaser can *rescind* if -
23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme -
- a proportional unit entitlement for the lot is not disclosed in this contract; or
- a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or

23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
23.12 Each *party* can sign and give the notice as agent for the other.
23.13 The vendor must *serve* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

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23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.

23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.

23.17 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

23.18 If a general meeting of the owners corporation is convened before completion -

23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.18.2 the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* -

24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and

24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion -

24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;

24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and

24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if -

- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
- a disclosure statement required by the Act was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Act.

24.4 If the *property* is subject to a tenancy on completion -

24.4.1 the vendor must allow or transfer -

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose;
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose; and

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser -

- a proper notice of the transfer addressed to the tenant;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given to the tenant under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

24.5 Rights under this clause continue after completion, whether or not other rights continue.

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25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) -
25.1.1 is under qualified, limited or old system title; or
25.1.2 on completion is to be under one of those titles.
25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document -
25.4.1 shows its date, general nature, names of parties and any registration number; and
25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
25.5 An abstract of title -
25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
25.5.3 *normally*, need not include a Crown grant; and
25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
25.6 In the case of land under old system title -
25.6.1 in this contract 'transfer' means conveyance;
25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
25.7 In the case of land under limited title but not under qualified title -
25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
25.8 The vendor must give a proper covenant to produce where relevant.
25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
27.4 If consent is refused, either *party* can *rescind*.
27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
27.6 If consent is not given or refused -
27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
27.9 The completion date becomes the later of the completion date and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

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28.3 If the plan is not registered *within* that time and in that manner -
28.3.1 the purchaser can *rescind*; and
28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2.
28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
28.6 Clauses 28.2 and 28.3 apply to a plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.
29.7 If the *parties* can lawfully complete without the event happening -
29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal;
29.7.3 the completion date becomes the later of the completion date and 21 days after the earliest of -
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision;
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening -
29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
29.8.3 the completion date becomes the later of the completion date and 21 days after either *party serves* notice of the event happening.
29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

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Additional clauses forming part of this contract

between: Sydney Water Corporation (*vendor*)

and: (*purchaser*)

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30 STANDARD FORM CONTRACT

30.1 Amendments to standard form contract

The following printed clauses are amended as follows:

30.1.1 **clause 1**: insert the following additional definition:

'restricted action means make any objection, requisition, claim for compensation or exercise any right to rescind or terminate this contract or seek to delay completion;';

30.1.2 **clause 1**: *settlement cheque*: delete the second bullet point;

30.1.3 **clause 2.9:**

(a) replace the words 'If each party tells.....to be invested' with 'If this contract says the deposit is to be invested'; and

(b) insert at the end of the clause 'if this contract is completed, and otherwise to the party entitled to the deposit';

30.1.4 **clause 4:** insert the following additional sub-clause:

'4.6 The purchaser cannot nominate an alternative transferee, assign or otherwise transfer the benefit of this contract without the prior written consent of the vendor.';

30.1.5 **clause 7.1.1:** replace '5%' with '1%';

30.1.6 **clause 7.2.4:** delete the words 'and the costs of the purchaser';

30.1.7 **clause 8.1:** delete the words 'on reasonable grounds';

30.1.8 **clause 8.2:** delete the words from 'that' to 'grounds' inclusive;

30.1.9 **clauses 10.1.8 and 10.1.9:** replace each occurrence of the word 'substance' with the word 'existence';

30.1.10 **clause 12:** insert the following:

'In this clause *certificate* does not include a building certificate under any legislation. The purchaser must not apply for a building certificate under any legislation without the prior written consent of the vendor.';

30.1.11 **clause 14.4.2:** delete the clause;

30.1.12 **clause 14.8:** delete the clause;

30.1.13 **clause 16:** insert the following additional sub-clause:

'16.3A Where the *property* includes personal property subject to a security interest:

(i) in this clause *personal property*, *secured party* and *security interest* have the same meanings as in the *Personal Property Securities Act 2009 (Cth)* (*PPS Act*);

(ii) to pass legal title free of that interest, it is sufficient for the vendor to provide on completion a release in the standard form of the secured party or in the form published by the Australian Bankers Association; and

(iii) no release is required where the personal property has a market value of not more than $5,000 (or such greater amount prescribed under regulations to the *PPS Act)* and it is to be used for personal, domestic or household purposes (except if it is described by a serial number in the Personal Property Securities Register).

The purchaser warrants that the inclusions are to be used for domestic purposes.';

30.1.14 **clause 16.5:** delete all words from 'plus' to the end of the sub-clause;

30.1.15 **clause 16.6:** replace 'If' with 'If at least 7 days before the completion date';

30.1.16 **clause 16.8:** delete the clause;

30.1.17 **clause 16.12:** delete all words from 'but' to the end of the sub-clause;

30.1.18 **clause 18.5.2:** replace 'Schedule J of the *Supreme Court Rules 1970*' with 'Rule 36.7 of the *Uniform Civil Procedure Rules 2005*';

30.1.19 **clause 19:** insert the following additional sub-clause:

'19.3 Despite clause 19.2.3, the purchaser's only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2010 (NSW)* is the remedy prescribed by that regulation.';

30.1.20 **clause 20.6.4:** insert the words 'provided however that such documents served by post will be deemed received by the other party 2 business days after the date the document is sent by post' at the end of the sub-clause;

30.1.21 **clause 20.6.5:** insert the words 'or by email' after the words 'by fax';

30.1.22 **clause 20.7.2:** insert the words 'and in the case of the vendor the actual cost' to the end of the sub-clause;

30.1.23 **clause 20:** insert the following additional sub-clause:

'20.16 In this contract, unless the context requires otherwise:

20.16.2 *in writing* includes any communication sent by letter, facsimile transmission or email; and

20.16.3 *including* and similar expressions are not words of limitation.';

30.1.24 **clause 23.5.1:** insert the words 'which includes special levies payable by instalments (where the adjustment period is the period of the instalments)' to the end of the sub-clause;

30.1.25 **clause 23.6:** sub-clauses 23.6.1 and 23.6.2 are replaced with the words 'and is not a special levy payable by instalments then the vendor is liable for it if it is payable prior to the contract date and otherwise it is payable by the purchaser';

30.1.26 **clause 23.9.3:** delete the words 'or before completion';

30.1.27 **clause 23.13:** delete the words 'at least 7 days';

30.1.28 **clause 23.14:** delete the clause;

30.1.29 **clause 23.18.2:** delete the clause; and

30.1.30 **clauses 28 and 29:** delete the clauses.

30.2 **Terms defined in printed form contract**

Unless the context requires otherwise, terms defined in clause 1 have the meanings given to them in clause 1 when used (in any form) in these additional clauses even though they are not italicised or capitalised in these additional clauses.

31 NOTICE TO COMPLETE

31.1 Issue of notice to complete

If a party is entitled to serve a notice to complete, then the party may:

31.1.1 at any time serve a notice requiring completion on a specified date (being not less than 14 days after the date of service of that notice); and

31.1.2 specify a time of day between 11am and 4pm as the time for completion.

31.2 Reasonable period

The parties agree that 14 days is a reasonable and proper period to specify in any notice to complete.

31.3 Preservation of rights

The party serving a notice to complete reserves the right to:

31.3.1 withdraw the notice; and

31.3.2 issue further notices to complete.

32 DELAY INTEREST

32.1 Payment of interest

If completion does not occur on or before the completion date, the purchaser must pay to the vendor on completion interest calculated daily and compounded on the last day of each calendar month:

32.1.1 at the rate of 10% per annum; and

32.1.2 on the balance of the purchase price payable under this contract,

in respect of the period commencing on the day following the completion date and ending on completion.

32.2 Delay by vendor

Clause 32.1 does not apply in respect of any period during which completion has been delayed solely due to the fault of the vendor.

32.3 Essential term

The purchaser may not require the vendor to complete this contract unless interest payable under this contract is paid to the vendor on completion. It is an essential term of this contract that the interest due is paid

on completion. Interest payable pursuant to this condition is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete on or before the completion date.

33 REAL ESTATE AGENT

The purchaser warrants to the vendor that it has not been introduced to the property through or by any agent other than the estate agent referred to on the front page of this contract (if any). The purchaser indemnifies the vendor against any claim for commission, charges, costs or expenses in relation to the sale of the property caused by a breach of this warranty.

34 PRESENT CONDITION

Subject to Section 52A of the *Conveyancing Act 1919 (NSW)* and the *Conveyancing (Sale of Land) Regulation 2010 (NSW)*, the purchaser acknowledges that it is purchasing the property as a result of its own inspections and inquiries and in the condition and state of repair as at the date of this contract and subject to any existing water, sewerage (except sewers belonging to a registered sewerage authority), drainage, gas, electricity, telephone and other installations (*Services*) and cannot take any restricted action in respect of:

34.1.1 the condition, state of repair, dilapidation or infestation (if any) of the property;

34.1.2 any latent or patent defect in the property;

34.1.3 any environmental hazard or contamination;

34.1.4 the nature, location, availability or non-availability of the Services or defects in the Services;

34.1.5 whether or not the property is subject to or has the benefit of any rights or easements in respect of the Services;

34.1.6 any underground or surface stormwater drain passing through or over the property or any manhole vent on the property;

34.1.7 any rainwater downpipe being connected to the sewer.

The vendor is not required to clean the property or remove existing rubbish, materials, debris or other items from the property prior to completion.

35 PURCHASER'S WARRANTIES

35.1 Purchaser's warranties

The purchaser represents and warrants that:

35.1.1 the purchaser has not relied on or been induced to enter into this contract by any representation or warranty, including those concerning the potential or present use or development of the property (made by the vendor, its agent or solicitor);

35.1.2 the purchaser has relied entirely on its own independent investigations and enquiries about the property in entering into this contract; and

35.1.3 the purchaser has obtained its own independent professional advice on the nature of the property and its permitted uses and the purchaser's rights and obligations under this contract.

35.2 **Acknowledgements**

The purchaser acknowledges that in entering into this contract the vendor has relied on the warranties given by the purchaser in this clause 35.

36 SERVICES

Attached to this contract are copies of the following:

1. Sydney Water Services Survey;
2. Telstra Services Survey;
3. Energy Australia letter dated 8 July 2009;
4. Jemena letter dated 14 October 2010; and
5. Survey Report prepared by Hard & Forester dated 27 September 2012,

(Services Surveys and Letters)

The vendor does not warrant the currency, accuracy or completeness of the Services Surveys and Letters. The purchaser cannot take any *restricted action* in respect of anything disclosed in the Services Surveys and Letters.

37 PUBLIC AUTHORITY STATUS

This contract or anything done or to be done under this contract:

37.1.1 is not to be taken as approval or consent by the vendor as a regulatory authority; and

37.1.2 does not in any way inhibit, deter or prejudice the vendor in the proper exercise of its functions, duties or powers,

pursuant to or under any legislation including the *Sydney Water Act* 1994.

38 ARBORICULTURAL ASSESSMENT REPORT

Attached to this contract is a copy of a Arboricultural Assessment (**Report**) prepared by Cardno Pty Ltd dated November 2007 for the property. The vendor does not warrant the currency, accuracy or completeness of the Report. The purchaser cannot take any *restricted action* in respect of anything disclosed in the Report.

39 WARRINGAH CHASE RESERVOIR

39.1 Acknowledgements

The purchaser acknowledges that:

39.1.1 the property is within close proximity of a water reservoir and depot known as Warringah Chase Reservoir (**Reservoir**);

39.1.2 the Reservoir operates 24 hours a day 7 days a week with associated noise, traffic and disturbance (**Reservoir Operation**); and

39.1.3 the operation of the Reservoir may vary in the future including intensification of the current uses, and additional uses as permitted under the relevant planning legislation (**Future Operations**).

39.2 No Objection

The purchaser promises that from the date of the contract until the sale of the property the purchaser will not:

39.2.1 make any objection or complaint regarding the Reservoir Operation to Sydney Water, the local council or any other public or regulatory authority;

39.2.2 make any objection or complaint regarding Future Operations to Sydney Water, the local council or any other public or regulatory authority;

39.2.3 lodge, support or encourage any objection to a development application or similar proposal for Future Operations; and

39.2.4 not make any public comment or objection regarding the Reservoir Operation or Future Operations without expressly stating that the purchaser was aware of the operation of the Reservoir, the Future Operations and their potential for noise, traffic and disturbance.

40 INSOLVENCY ETC OF PURCHASER

Should the purchaser (or any one of them if there be more than one purchaser) prior to completion:

40.1 resolve to enter into liquidation or provisional liquidation;

40.2 have a summons presented for its winding-up;

40.3 enter into any scheme of arrangement with its creditors under Part 5.1 of the *Corporations Act 2001 (Cth)*; or

40.4 have any liquidator, provisional liquidator, receiver, receiver and manager, controller or administrator appointed in respect of the purchaser or any of its assets,

then, without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included, the vendor may terminate this contract by serving a notice and the provisions of clause 9 will apply.

41 BOUNDARY FENCES

The purchaser agrees that:

(a) it will be reasonable to erect a fence on the boundary of the property and adjoining land owned by the vendor without contribution from the vendor; and

(b) it cannot make any claim against the vendor to contribute to the costs of any dividing fence or fencing work on the boundary of the property.

The vendor and the purchaser acknowledge that this clause is an agreement for the purpose of Section 26 of the *Dividing Fences Act 1991 (NSW)*.

42 GUARANTEE AND INDEMNITY

42.1 Definitions

In this clause 43 unless the contrary intention appears:

42.1.1 a reference to Guarantor is a reference to all of the persons named as Guarantor jointly and each of them severally;

42.1.2 an agreement, representation, warranty or indemnity on the part of the Guarantor binds the persons named as Guarantor jointly and each of them severally;

42.1.3 *Guarantor* means each director of the purchaser as at the date of this contract;

42.1.4 *Guaranteed Money* means all amounts which at any time for any reason or circumstance are payable, are owing but not currently payable, are contingently owing or remain unpaid (or which are reasonably foreseeable as likely, after that time, to fall within any of those categories), by the purchaser to the vendor in connection with this contract or any transaction contemplated by it, whether at law, in equity, under statute or otherwise; and

42.1.5 *Guaranteed Obligations* means all express or implied obligations of the purchaser to the vendor in connection with this contract or any transaction contemplated by it.

42.2 Consideration

The Guarantor gives this guarantee and indemnity in consideration of the vendor agreeing to enter into this contract. The Guarantor acknowledges valuable consideration received from the vendor for the Guarantor incurring obligations and giving rights under this guarantee and indemnity (including the agreement of the vendor to enter into this contract).

42.3 **Guarantee**

The Guarantor unconditionally and irrevocably guarantees to the vendor payment of the Guaranteed Money and the due and punctual performance by the purchaser of the Guaranteed Obligations.

42.4 **Guaranteed Money**

If the purchaser does not pay the Guaranteed Money on time and in accordance with the terms of this contract, then the Guarantor agrees to pay the Guaranteed Money to the vendor on demand from the vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.

42.5 **Guaranteed Obligations**

If the purchaser does not duly and punctually perform the Guaranteed Obligations in accordance with the terms of the document under which they are to be performed then the Guarantor agrees to perform the Guaranteed Obligations on demand from the vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.

42.6 **Indemnity**

As a separate undertaking, the Guarantor indemnifies the vendor against all liability or loss arising from, and any costs, charges or expenses incurred in connection with:

42.6.1 the Guaranteed Money not being recoverable from the Guarantor or from the purchaser; and

42.6.2 the Guaranteed Obligations not being duly and punctually performed because of any circumstance whatsoever.

42.7 **Continuing security**

This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all the Guaranteed Obligations. The Guarantor waives any right it has of first requiring the vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the purchaser or any other person before claiming from the Guarantor under this guarantee and indemnity.

42.8 **Guarantee and indemnity not affected**

The liabilities of the Guarantor under this guarantee and indemnity as a guarantor, indemnifier or principal debtor and the rights of the vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including one or more of the following:

42.8.1 the vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the purchaser;

42.8.2 acquiescence, delay, acts, omissions or mistakes on the part of the vendor; or

42.8.3 any variation or novation of a right of the vendor, or alteration of this contract or a document, in respect of the purchaser.

42.9 **Competing actions**

As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the Guaranteed Obligations or any of them remain unperformed, the Guarantor may not, without the consent of the vendor:

42.9.1 make a claim or enforce a right (including a mortgage, charge or other encumbrance) against the purchaser or its property; or

42.9.2 prove in competition with the vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the purchaser or the purchaser is otherwise unable to pay its debts when they fall due.

42.10 **Representation and warranty**

The Guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

42.11 **Binding deed**

This Deed binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

42.12 **Essential term**

This clause 43 is an essential term of this contract.

Execution by Guarantors

SIGNED by
in the presence of:

Signature of Witness

Name of Witness

Signature

SIGNED by
in the presence of:

Signature of Witness

Name of Witness

Signature

Schedule of Documents

1. Title Documents
2. Planning Certificate
3. Aboricultural Assessment Report
4. Sydney Water Services Survey
5. Telstra Services Survey
6. Energy Australia letter dated 8 July 2009
7. Jemena letter dated 14 October 2010
8. Survey Report dated 27 September 2012

SAI GLOBAL PROPERTY

Order number: 9996449
Your Reference: 099680
11/10/12 11:59

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 52/1175875

SEARCH DATE	TIME	EDITION NO	DATE
11/10/2012	11:59 AM	1	27/8/2012

LAND

LOT 52 IN DEPOSITED PLAN 1175875
AT BEACON HILL
LOCAL GOVERNMENT AREA WARRINGAH
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1175875

FIRST SCHEDULE

SYDNEY WATER CORPORATION LIMITED

SECOND SCHEDULE (1 NOTIFICATION)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 11/10/2012

* 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.
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SAI Global Property Division 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.

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 1 sheets

& SPATIAL INFORMATION

SURVEYING REGULATION 2006: CLAUSE 35(1)(B) & 61(2)

MARKS	MGA - COORDINATES EASTING	MGA - COORDINATES NORTHING	ZONE	CLASS	ORDER	METHOD
PM 2125	338 091.322	6 263 385.504	56	B	2	SCIMS
PM 33349	338 140.178	6 263 619.823	56	B	2	SCIMS
PM 44446	338 018.210	6 263 398.501	56	B	2	SCIMS

SOURCE: MGA CO-ORDINATES ADOPTED FROM SCIMS ON THE 10 NOV 2011
COMBINED SEA LEVEL & SCALE FACTOR = 0.999899

SCHEDULE OF REFERENCE MARKS

	Description	Reference		DP
A	RM GIBBOLT FD	300°29'	0.455	DP 249969
B	RM CS FD	140°52'	0.455	DP 249969

Number	Bearing	Distance
1	86°44'45"	11.93
2	253°18'45"	11.895
3	69°21'45"	10.045
4	334°43'30"	4.06
5		8.31(PO)
6	9°30'30"	10.185
7	253°10'40"	5.205
8	84°24"	9.08
9	228°38'45"	23.785
10	99°18'05"	9.475
11	100°02'35"	20.645

MILLS PLACE (20.115 WIDE)

ROAD

MARGARET STREET

STEPHEN STREET

PATRICK STREET

GOVERNMENT ROAD

ETHIE ROAD

WYARAMA STREET

54
3.477ha (BY DEDUCTION)

50
641m²

51
632.9m²

52
616.4m²

53
639.9m²

DP 789351

DP 26944

DP 28757

DP 1142979

DP 758069

DP 939105

DP 19657

DP 1000298

DP 226975

DP 249969

DP 84326

DP 752038

DP 2455481

RM DH&W FD 278°40' 5.12 (DP 1000298)

RM DH&W 278°17' 5.03

RM DH&W FD 278°58' 4.895 (ORIGIN UNKNOWN) RM DH&W 278°38' 6.785

RM GONE (DP 26944) DH&W FD 351°18' 0.115 TO CNR

RM GONE (DP 19657)

RM GONE (8235 2030)

RM GONE (DP 249969)

RM DH&W 19°21' 4.4

RM PM 44446 (FD)(EST) 7°47'40" 16.935

RM PM 2125 (FD)(EST) 351°48' 19.707

RM GIP FD 189°47' 0.455 (8235 2030)

280°04'15" 74.26 (SURVEY)
280°04'48" 74.266 (MGA GROUND)

98°50'10"

278°50'10"

289°37'15" 16.53

194°55'45" 164.19 (20.115 WIDE) (SURVEY) & (MGA GROUND)

114°46'38" 239.382

65°33'30" 39.9

169.59 (PO)

182.12 (BY DEDUCTION)

117.34 (PO)

33.145 (PO)

59.87 (PO)

65.505

30.505

29.99

28.99

28.175

27.485

21.15

20.115

20.12

98.55 (SURVEY) 98.53 (PO)

WIRE MESH FENCE

FENCE

CONCRETE BLOCK WALL

RENDERED BK WALL

BDY - CONC

PAL FCE

20.115 ADOPTED (DP 26944)

20.115 ADOPTED (8235 2030)

Surveyor: RYAN MATTHEW WILLS Date of Survey: 16/11/2011 Surveyor's Ref: 115521500_01	PLAN OF SUBDIVISION OF LOT 1 IN DP 635480	LGA: WARRINGAH Locality: BEACON HILL Subdivision No: 10806 Lengths are in metres. Reduction Ratio 1:800
Registered: 27.8.2012	DP1175875 P	

Req:R605926 /Doc:DP 1175875 P /Rev:28-Aug-2012 /Sts:SC.OK /Prt:11-Oct-2012 11:59 /Pgs:ALL /Seq:1 of 2
Ref: /Src:U

Req:R605926 /Doc:DP 1175875 P /Rev:28-Aug-2012 /Sts:SC.OK /Prt:11-Oct-201
Ref:150Sr/Pg:ALL /Seq:2 of 2

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheet(s)

Only

DP1175875 S

Office Use Only

Registered: 27.8.2012

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 1 IN DP 635480

LGA: WARRINGAH

Locality: BEACON HILL

Parish: MANLY COVE

County: CUMBERLAND

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land and positive covenants

Signed for SYDNEY WATER CORPORATION
by its Attorneys
MARK ROWLEY
ROBERT EDWARD SEYMOUR
who hereby state at the time of executing this instrument have no notice of the revocation of the Power of Attorney Registered No. 606 Book 4541 under the Authority of which this instrument has been executed.

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed subdivision set out herein
(insert 'subdivision' or 'new road')

.....
* Authorised Person/*~~General Manager/*Accredited Certifier~~

Consent Authority: WARRINGAH COUNCIL
Date of Endorsement: 2-5-2012
Accreditation no: N/A.
Subdivision Certificate no: 10806
File no: SD 9778

* Strike through inapplicable parts.

Survey Certificate

I, RYAN MATTHEW WILLS

of HARD & FORESTER CONSULTING SURVEYORS PTY LTD

23-25 FREDERICK STREET, ROCKDALE NSW 2216

a surveyor registered under the Surveying and Spatial Information Act 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation 2006 and was completed on: 16th November 2011

The survey relates to Lots 50, 51, 52, 53

Signature .....Dated: 02/12/2011
Surveyor registered under the Surveying and Spatial Information Act 2002

Datum Line: 'X' - 'Y'

Type: Urban/~~Rural~~

Plans used in the preparation of survey/~~compilation~~

DP 19657, DP 26944, DP 249969, DP 329862, DP 635480, DP 1000298, CP 8235-2030

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: 115521500_01

Warringah Council

Section 149 (2) Environmental Planning and Assessment Act, 1979 (As Amended)

Date Printed: 16 October 2012

Certificate Number: PLC2012/3847

Applicant Reference: 1000738:19913953

Receipt Number: 100175028

SAI Global Property Division Pty Ltd
DX 885
SYDNEY

Property Address: Mills Reserve 2A Ethie Road BEACON HILL NSW 2100

Legal Description: Lot 52 DP 1175875

Property ID: 332216

1. *Names of relevant planning instruments and DCPs.*

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

Warringah Local Environmental Plan 2011

See Attachment "A" for all other environmental planning instruments that apply to the carrying out of development on the land

1.2 *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 State Environmental Planning Policy (Competition) 2010

Collaroy Planning Proposal. Please contact Council's Strategic Planning unit with enquiries on 9942 2111

1.3 *The name of each development control plan that applies to the carrying out of development on the land.*

Warringah Development Control Plan

1.4 *In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.*

2. *Zoning and land use under relevant LEPs*

2.1 *Zoning and land use under Warringah Local Environmental Plan 2011*

(a) The Land is identified by Warringah Local Environmental Plan 2011 as being within the following zone:-

LEP - Land zoned R2 Low Density Residential

(b) The purposes for which Warringah Local Environmental Plan 2011 provides that development may be carried out within the zone without the need for development consent.

Refer to extract of Warringah Local Environmental Plan 2011 (attached)

(c) The purposes for which Warringah Local Environmental Plan 2011 provides that development may not be carried out within the zone except with development consent.

Refer to extract of Warringah Local Environmental Plan 2011 (attached)

(d) The purposes for which Warringah Local Environmental Plan 2011 provides that development is prohibited within the zone.

Refer to extract of Warringah Local Environmental Plan 2011 (attached)

(e) 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.

No

(f) Whether the land includes or comprises critical habitat.

Reference should be made to the registers of critical habitat kept by the National Parks and Wildlife Service under the Threatened Species Conservation Act 1995 and the Department of Fisheries under the Fisheries Management Act 1994.

(g) Whether the land is in a conservation area.

No

(h) Whether an item of environmental heritage is situated on the land

No

2.2 *Draft Local Environmental Plan – if any*

Nil

3. *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 clauses 1.17A (c) and (d) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

(a) May Complying Development under the General Housing Code be carried out on the land?

Yes

(b) May Complying Development under the Rural Housing Code be carried out on the land?

Yes

(c) May Complying Development under the Housing Alterations Code be carried out on the land?

Yes

(d) May Complying Development under the General Development Code be carried out on the land?

Yes

(e) May Complying Development under the General Commercial and Industrial Code be carried out on the land?

Yes

(f) May Complying Development under the Subdivision Code be carried out on the land?

Yes

(g) May Complying Development under the Demolition Code be carried out on the land?

Yes

4. *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. Council has not received any notification that the land is affected by the operation of Sections 38 or 39 of the Coastal Protection Act 1979.

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 if Council is satisfied that such an order has been fully complied with.

No

(2) (a) Whether 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).

No

(2) (b) if works have been so placed – whether Council is satisfied that the works have been removed and the land restored in accordance with that Act.

No

(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.

Not Applicable

4B. **Annual Charges for coastal protection services under Local Government Act 1993**

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).

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.

No

5. *Whether or not the land is proclaimed to be a mine subsidence district within the meaning of Section 15 of the Mines Subsidence Compensation Act 1961*

No

6. *Whether or not the land is affected by any road widening or road realignment under:-*

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

No

(b) any environmental planning instrument

No

(c) any resolution of Council.

No

7. *Whether or not the land is affected by a policy that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils, or any other risk (other than flooding):-*

(a) as adopted by Council

No

(b) 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.

Bushfire Prone Land

7A. *Flood related development controls information*

(a) 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

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

No

(c) 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. *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. *The name of each contributions plan applying to the land*

Warringah Section 94A Development Contributions Plan 2011 (adopted 28 June 2011 effective 1 July 2011). Please contact Council's Planning and Assessment Counter for more information.

9A *Is this land biodiversity certified land (within the meaning of Part 7AA of the Threatened Species Conservation Act 1995)?*

No

10. *Whether the land is land to which a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relates (but only if council has been notified of the existence of the agreement by the Director–General of the Department of Environment and Climate Change and Water)?*

No

11. *Bush Fire Prone Land*

Yes

12. *Is the land subject to a property vegetation plan made under the Native Vegetation Act 2003?*

No

13. *Whether an order has 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).*

No

14. *Is there 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?*

No

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

No
For what period is the certificate current?

not applicable

A copy of the site compatibility certificate may be obtained from the head office of the Department of Planning.

(b) Are there any terms of a kind referred to in clause 18(2) of the 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?

No

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

No
For what period is the certificate current?

not applicable

A copy of the site compatibility certificate may be obtained from the head office of the Department of Planning.

Warringah Council

Section 149 (2) Environmental Planning and Assessment Act, 1979 (As Amended)

17. *(a) Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land?*

No

For what period is the certificate current?

Not Applicable

A copy of the site compatibility certificate may be obtained from the head office of the Department of Planning.

(b) Are there any terms of a kind referred to in clause 17(1) or 37 (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?

No

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) that 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) that 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) that 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) that 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) that 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

Council records do not have sufficient information about the uses (including previous uses) of the land which is the subject of this Section 149 Certificate. To confirm that the land hasn't been used for a purpose which would be likely to have contaminated the land, parties should make their own enquiries as to whether the land may be contaminated.

Warringah Council

Section 149 (2) Environmental Planning and Assessment Act, 1979 (As Amended)

Disclaimer

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on the 1 July 1998. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Amendment) Regulation 1998, Environmental Planning and Assessment (Further Amendment) Regulation 1998 and Environmental Planning and Assessment (Savings and Transitional) Regulation 1998. The locality information in this certificate is based on the Lot and Deposited Plan referred to in this certificate. If the Lot and Deposited Plan is not the current description of the land then this certificate could attribute to incorrect locality. Persons relying on the certificate should satisfy themselves by reference to the Title Deed that the land to which this certificate relates is identical to the land to which they seek to know the locality.

for Rik Hart
GENERAL MANAGER
WARRINGAH COUNCIL

Warringah Council

Section 149 (2) Environmental Planning and Assessment Act, 1979 (As Amended)

ATTACHMENT 'A'
ATTACHMENT TO CERTIFICATE UNDER SECTION 149(2)
OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT

Clause 1.1 of the Section 149(2) Certificate

SYDNEY REGIONAL ENVIRONMENTAL PLAN (Sydney Harbour Catchment) 2005 – Gazetted: 28.09.2005
The plan aims to establish a balance between promoting a prosperous working harbour, maintaining a healthy and sustainable waterway environment and promoting recreational access to the foreshore and waterways. It establishes planning principles and controls for the catchment as a whole.

STATE ENVIRONMENTAL PLANNING POLICY NO. 30 – Intensive Agriculture – Gazetted 08.12.1989. Amended 20.08.1993, 24.02.1995, 11.06.1999 and 04.08.2000
The SEPP introduces consistency in the control of cattle feed lots and piggeries throughout the State by ensuring development consent is required for all cattle feed lots and specifying the information to accompany such applications and the range of matters the consent authority must consider before granting consent.

STATE ENVIRONMENTAL PLANNING POLICY NO.32 –Urban Consolidation (Redevelopment of Urban Land) – Gazetted 15.11.1991
States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy:

- Focuses on the redevelopment of urban land that is no longer required for the purposes it is currently zoned or used.
- Encourages local Councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy.

Councils will continue to be responsible for the majority of rezoning. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban development. Where a site is rezoned by an REP, the Minister will be the consent authority.

STATE ENVIRONMENTAL PLANNING POLICY NO.50 – Canal Estates – Gazetted 10.11.1997
Bans new canal estates from the date of gazettal, to ensure coastal and aquatic environments are not affected by these developments.

STATE ENVIRONMENTAL PLANNING POLICY NO. 55 – Remediation of Land - Gazetted 28.08.1998
Aims to promote the remediation of contaminated land for the purpose of reducing the risk of harm to human health or any other aspect of the environment. The policy applies to the whole state, to ensure that remediation is permissible development and is always carried out to a high standard. It specifies when consent is required for remediation and lists considerations that are relevant when rezoning land and determining development applications.

STATE ENVIRONMENTAL PLANNING POLICY NO. 62 – Sustainable Aquaculture -Gazetted: 01.10.2000.
The plan aims to encourage sustainable aquaculture throughout New South Wales by:

- Making aquaculture permissible under certain zones under the Standard Instrument,
- Setting minimum performance criteria for aquaculture development, and
- Establishing a graduated environmental assessment regime for aquaculture development.

STATE ENVIRONMENTAL PLANNING POLICY NO. 64 – ADVERTISING AND SIGNAGE - Gazetted 16.03.2001
Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors. Transport Corridor Outdoor Advertising and Signage Guidelines (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

STATE ENVIRONMENTAL PLANNING POLICY NO. 65 – Design Quality of Residential Flat Development - Gazetted 26.07.2002. Aims to improve the design quality of residential flat development in New South Wales.

STATE ENVIRONMENTAL PLANNING POLICY NO. 71 - Coastal Protection - Gazetted 01.11.2002 (and in force in Warringah from 18.11.2005) Aims to protect and manage the natural, cultural, recreational and economic attributes of the New South Wales coast. The policy identifies sensitive coastal locations and sets down additional planning criteria to be considered in these areas.

STATE ENVIRONMENTAL PLANNING POLICY (Housing for Seniors or People with a Disability) 2004 - Gazetted 31.03.2004; Repealed by SEPP (Seniors Living) Housing for Seniors or People with a Disability) 2004 and effective 12.10.07.

Aims to encourage the provision of housing (including residential care facilities) that will:

(a) Increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and
(b) Make efficient use of existing infrastructure and services, and
(c) Be of good design.

STATE ENVIRONMENTAL PLANNING POLICY (Building Sustainability Index: BASIX) 2004 - Gazetted 25.06.2004. The aim of the policy is to encourage sustainable residential development (*the BASIX scheme*), specifically to achieve a reduction in the consumption of water and reduction in energy use leading to less green house gas emissions.

STATE ENVIRONMENTAL PLANNING POLICY (Sydney Metropolitan Water Supply) 2004 - Gazetted 24.12.2004. The aims of the policy are to facilitate development for water supply infrastructure to enable deep water extraction from dams, and to facilitate investigation into the availability of groundwater to augment water supply to the Sydney metropolitan area (including the carrying out of exploratory drilling).

STATE ENVIRONMENTAL PLANNING POLICY (Temporary Structures and Places of Public Entertainment 2007 – Gazetted 28.09.2007, effective 26.10.07. Provides for the erection of temporary structures and the use of places of public entertainment while protecting public safety and local amenity. The SEPP supports the transfer of the regulation of places of public entertainment and temporary structures (such as tents, marquees and booths) from the Local Government Act 1993 to the Environmental Planning and Assessment Act 1979.

Aims to ensure the provision of safety measures for uses of temporary structures or POPE, to encourage the protection of the environment at these locations, and to specify circumstances under which these structures and uses can be considered exempt or complying development. Also aims to promote job creation and increase access for places of public entertainment.

STATE ENVIRONMENTAL PLANNING POLICY (MAJOR PROJECTS) 2005
Gazetted: 01.08.05. Formerly known as State Environmental Planning Policy (State Significant Development) 2005. Defines certain developments that are major projects under Part 3A of the Environmental Planning and Assessment Act 1979 and determined by the Minister for Planning. The SEPP also lists State significant sites. The policy repeals SEPP 34 and SEPP 38, as well as provisions in numerous other planning instruments, declarations and directions.

STATE ENVIRONMENTAL PLANNING POLICY (Sydney Region Growth Centres) 2006
Gazetted: 28.07.06. Abstract: Provides for the coordinated release of land for residential, employment and other urban development in the North West and South West growth centres of the Sydney Region (in conjunction with Environmental Planning and Assessment Regulation relating to precinct planning).

STATE ENVIRONMENTAL PLANNING POLICY (INFRASTRUCTURE) 2007
Gazetted: 21 December 2007; Commenced: 1 January 2008. Facilitates the delivery of public infrastructure and provision of services across the State by providing a consistent planning regime for this purpose; greater flexibility of location of infrastructure and provisions for development, redevelopment and disposal of surplus government owned land.

STATE ENVIRONMENTAL PLANNING POLICY (REPEAL OF CONCURRENCE AND REFERRAL PROVISIONS) 2008
Gazetted: 12.12.2008; Commencement: 15.12.2008. The SEPP aims to improve efficiency in the planning system by removing duplicative or unnecessary requirements in environmental planning instruments (EPIs) to consult with State agencies (government departments) on planning decisions.

STATE ENVIRONMENTAL PLANNING POLICY (EXEMPT AND COMPLYING DEVELOPMENT CODES) 2008
Gazetted: 12.12.2008 – Commenced 27.02.2009
Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009
Published: 31.07.2009; Commencement 31.07.2009. The policy aims to better encourage home owners, social housing providers and developers to invest and create new affordable rental housing to meet the needs of our growing population and existing residents.

Warringah Council

Section 149 (2) Environmental Planning and Assessment Act, 1979 (As Amended)

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

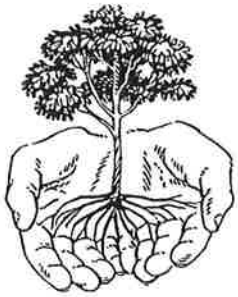
Home-based child care; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Child care centres; 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; Veterinary hospitals

4 Prohibited

Any development not specified in item 2 or 3



Proposed Subdivision

GOVERNMENT ROAD BEACON HILL

Arboricultural Assessment

Prepared for

Cardno Pty Ltd

November 2007

Prepared by

GARRY CLUBLEY
Arborist and Landscape Consultant
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in conjunction with

AUSTRALIAN TREE CONSULTANTS Pty Ltd
P.O. Box 276 Parramatta NSW 2124 • Tel: 1300 737 674

1.0 INTRODUCTION

1.1 The following report has been prepared for Cardno P/L to provide an assessment of the trees within and adjacent to the proposed subdivision site at the intersection of Government and Ethie Roads, Beacon Hill. The report reviews the current condition and viability of the trees and provides an assessment of the feasibility and suitability of the specimens for retention.

1.2 This report cannot at this stage provide any assessment of the potential impacts on trees in the context of future design proposals for the site.

1.3 Refer to the Tree Location Plan for the tree numbers referred to in the Tree Inventory and Assessment Schedule of this report.

2.0 SUMMARY RECOMMENDATIONS TABLE

2.1.1 The following summary lists trees that are recommended to be retained or removed. These include trees that are on the proposed development site or that are adjacent to and are within the specified distance from the site. In all, 79 trees were recorded for this tree survey. Of these, 46 were within the proposed development area and of these, 10 are recommended for removal in the short term regardless on the nature of the developments. Trees recorded for this survey within 6 metres of the site or street trees total 33. Generally, these trees would not be affected by development within the proposed lots. At this stage, it is not possible to determine which, if any, trees within the site may be adversely affected by excavation or construction, requiring removal.

Interpretation of this table should consider that a number of trees assessed as suitable for retention may have to be reviewed at a later stage. Therefore, recommendations made here to "retain" a tree should be considered as a guide only and the status or suitability of a specimen should be reassessed in the context of proposed development on each separate lot. Trees noted as "retain?" relate to some short lived species that are currently exhibiting could health but have poor longer term viability. Where a tree may be impacted upon by an aspect of development, more detailed arboricultural advice should be obtained as to the feasibility of retaining the tree. Tress in the following table shaded as: ▭ identify trees located within the proposed lots.

NO.	LOCATION	BOTANICAL NAME	COMMON NAME	REMOVE / RETAIN
1	Off site	*Lophostemon confertus*	Brush Box	Retain
2	Off site	*Lophostemon confertus*	Brush Box	Retain
3	Off site	*Lophostemon confertus*	Brush Box	Retain
4	Off site	*Acacia floribunda*	Sallow Wattle	Remove

NO.	LOCATION	BOTANICAL NAME	COMMON NAME	REMOVE / RETAIN
5	Off site	*Acacia floribunda*	Sallow Wattle	Remove
6	Off site	*Lophostemon confertus*	Brush Box	Retain
7	Off site	*Nerium oleander*	Oleander	Remove
8	Off site	*Nerium oleander*	Oleander	Remove
9	Off site	*Lophostemon confertus*	Brush Box	Retain
10	Off site	*Lophostemon confertus*	Brush Box	Retain
11	Off site	*Lophostemon confertus*	Brush Box	Retain
12	On site	*Eucalyptus nicholii*	Narrow Leafed Peppermint	Remove
13	On site	*Araucaria heterophylla*	Norfolk Island Pine	Retain
14	On site	*Pinus radiata*	Monterey Pine	Retain
15	On site	*Pinus radiata*	Monterey Pine	Retain
16	On site	*Chamaecyparis sp*	False Cypress	Remove
17	On site	*Cupressus sp.*	Cypress sp.	Remove
18	On site	*Eucalyptus nicholii*	Narrow Leafed Peppermint	Retain?
19	On site	*Eucalyptus nicholii*	Narrow Leafed Peppermint	Remove
20	On site	*Pinus radiata*	Monterey Pine	Remove

NO.	LOCATION	BOTANICAL NAME	COMMON NAME	REMOVE / RETAIN
21	On site	*Pinus radiata*	Pine Tree	Remove
22	On site	*Lophostemon confertus*	Brush Box	Retain?
23	On site	*Pinus radiata*	Monterey Pine	Remove
24	On site	*Pinus radiata*	Monterey Pine	Retain?
25	Off site	*Acacia floribunda*	Sallow Wattle	Remove
26	Off site	*Eucalyptus haemastoma*	Scribble Gum	Retain
27	Off site	*Eucalyptus haemastoma*	Scribble Gum	Retain
28	Off site	*Pinus radiate*	Monterey Pine	Retain?
29	Off site	*Pinus radiate*	Monterey Pine	Retain?
30	Off site	*Acacia sp*	Wattle	Remove
31	Off site	*Pinus radiata*	Monterey Pine	Retain
32	Off site	*Pinus radiata*	Monterey Pine	Remove?
33	Off site	*Eucalyptus saligna*	Sydney Blue Gum	Retain
34	On site	*Acacia floribunda*	Sallow Wattle	Retain?
35	Off site	*Eucalyptus haemastoma*	Scribble Gum	Retain
36	On site	*Eucalyptus gummifera*	Red Bloodwood	Retain

NO.	LOCATION	BOTANICAL NAME	COMMON NAME	REMOVE / RETAIN
37	Off site	*Pinus radiata*	Monterey Pine	Retain
38	Off site	*Melaleuca quinquenervia*	Broad Leaf Paper Bark	Retain
39	Off site	*Melaleuca quinquenervia*	Broad Leaf Paper Bark	Retain
40	Off site	*Pinus radiata*	Pine Tree	Retain
41	Off site	*Phoenix canariensis*	Canary Island Date Palm	Remove
42	Off site	*Eucalyptus gummifera*	Red Bloodwood	Retain
43	Off site	*Pinus radiata*	Monterey Pine	Retain
44	Off site	*Melaleuca quinquenervia*	Broad Leaf Paper Bark	Retain
45	Off site	*Melaleuca quinquenervia*	Broad Leaf Paper Bark	Retain
46	Off site	*Melaleuca quinquenervia*	Broad Leaf Paper Bark	Retain
47	Off site	*Melaleuca quinquenervia*	Broad Leaf Paper Bark	Retain?
48	Off site	*Melaleuca quinquenervia*	Broad Leaf Paper Bark	Retain?
49	Off site	*Melaleuca quinquenervia*	Broad Leaf Paper Bark	Remove
50	On site	*Eucalyptus gummifera*	Red Bloodwood	Remove
51	On site	*Eucalyptus gummifera*	Red Bloodwood	Retain?
52	On site	*Eucalyptus gummifera*	Red Bloodwood	Retain?

NO.	LOCATION	BOTANICAL NAME	COMMON NAME	REMOVE / RETAIN
53	On site	*Eucalyptus sideroxylon*	Red Iron Bark	Remove
54	On site	*Acacia melanoxylon*	Blackwood	Retain?
55	On site	*Eucalyptus leucoxylon*	Yellow Gum	Remove
56	On site	*Eucalyptus gummifera*	Red Bloodwood	Retain?
57	On site	*Angophora floribunda*	Rough Bark Apple	Retain?
58	On site	*Eucalyptus leucoxylon*	Yellow Gum	Remove
59	On site	*Melaleuca quinquenervia*	Broad Leaf Paper Bark	Remove
60	On site	*Melaleuca quinquenervia*	Broad Leaf Paper Bark	Remove
61	On site	*Melaleuca quinquenervia*	Broad Leaf Paper Bark	Remove
62	On site	*Pinus radiata*	Monterey Pine	Remove
63	On site	*Allocasuarina torulosa*	Forest Oak	Remove
64	On site	*Allocasuarina torulosa*	Forest Oak	Remove
65	On site	*Angophora floribunda*	Rough Bark Apple	Remove
66	On site	*Eucalyptus punctata*	Grey Gum	Remove
67	On site	*Eucalyptus gummifera*	Red Bloodwood	Remove
68	On site	*Eucalyptus gummifera*	Red Bloodwood	Remove

NO.	LOCATION	BOTANICAL NAME	COMMON NAME	REMOVE / RETAIN
69	On site	*Eucalyptus gummifera*	Red Bloodwood	Remove
70	On site	*Angophora floribunda*	Rough Bark Apple	Remove
71	On site	*Acacia melanoxylon*	Blackwood	Remove
72	On site	*Eucalyptus scoparia*	Wallangarra White Gum	Retain
73	On site	*Phoenix canariensis*	Canary Island Date Palm	Retain?
74	On site	*Eucalyptus sp*	Gum	Remove
75	On site	*Cedrus deodara*	Himalayan Cedar	Remove
76	On site	*Banksia integrifolia*	Coastal Banksia	Retain?
77	On site	*Pinus radiata*	Monterey Pine	Retain?
78	On site	*Pinus radiata*	Monterey Pine	Retain?
79	On site	*Acacia melanoxylon*	Blackwood	Retain?

2.1.2 Appropriate tree protection measures should be installed and maintained through all stages of demolition, bulk earthworks and construction. This report provides general guidelines for appropriate tree protection and management during construction, however a more detailed Tree Protection Plan should be developed when the various components of the demolition and construction processes are determined. The Tree Protection Plan should incorporate appropriate tree protection zones, access routes during demolition and construction, site compounds and materials storage.

2.1.3 The location of all trees to be retained and removed, together with their correct dimensions, should be included on all relevant plans, including all bulk earthworks, construction and services drawings.

3.0 FIELD SURVEYS

3.1 SITE ASSESSMENT

3.1.1 The trees on the site and on adjoining sites were assessed on 23/8/007.

3.1.2 The amended Contour and Detail Survey Plan prepared by AWS 19/4/94 (Catalogue No. WP 7086) was used as the basis for proposed lot locations provided in the Tree Location Plan contained in this report.

3.2 APPROACH

3.2.1 Tree assessment was carried out to satisfy the requirements of the Warringah Tree Preservation Order. Generally, trees were assessed on the basis of satisfying the size requirements:

i. A height exceeding 5 m or

ii. A trunk, bole or branch girth exceeding 0.5m or

iii. Which has a combined girth or each of two or more trunks or boles exceeding 0.5m

In some cases, some young regenerating species on the adjoining bank were found to have heights of 5 metres but with trunk diameters of only 75-50mm. These trees were not included in the tree survey due to the limited impact that would occur.

3.2.2 Tree locations and data were collected using the following equipment:

- Trimble GPS Pathfinder ProXH Unit
- Reflective Laser with Digital Compass.
- Trimble Ranger Data Logger
-

Following the completion of field work, GPS points were post processed to gain the sub 30cm accuracy by using GPS Pathfinder Office.

3.2.3 It should be noted that following this tree survey, a detailed land survey was undertaken and tree locations plotted. There appears to be some discrepancy between the locations plotted using corrected GPS and the latter land survey. The tree locations shown in Diagram 1 (page 26) have been adjusted to fit the locations plotted in the land survey. However, given the apparent discrepancy, it is recommended that for any trees to be retained, where they are in critical locations close to development, the exact locations of those trees should be reassessed.

3.3 SURVEY AREA

The tree survey involved assessment of trees within the proposed lot areas and trees outside of the lot boundaries to a distance of approximately 6 metres. The general area is indicated in Figure 1 below.



Figure 1: Approximate tree survey area.

3.4 HAZARD ASSESSMENT

Assessment of trees for this report was carried out by ground based visual inspection only. Where trees are to be retained, a more thorough hazard assessment may be required (including aerial inspection of decay and branch attachment or examination of cavities) to determine any other possible defects. Where appropriate, the Tree Assessment Survey Sheets indicate trees requiring more detailed assessment.

A hazard rating system was used to describe the hazard potential of individual specimens, ranging from 0 to 5. The main categories of this system are described by the following:

HAZARD CATEGORY (Colour code)	HAZARD RATING	DESCRIPTION	TIME FRAME
H0	Negligible	No detectable threat within the next 5 years.	No tree remedial work required within the next 5 years.
H1	Very Minor Hazard	The tree appears healthy, no apparent sign of disease or damage, or is not of a size, species or condition likely to pose a threat.	Remedial tree works required within 5 years.
H2	Minor Hazard	The tree appears healthy, but is of a type or condition to potentially develop minor branch drop of live or dead wood.	Remedial tree works required within 2 – 4 years

HAZARD CATEGORY (Colour code)	HAZARD RATING	DESCRIPTION	TIME FRAME
H3	Medium Hazard	Mature to aged tree in declining condition, and/or structure, and/or disease apparent, showing potential for branch drop.	Remedial tree works required within 12 - 24 months or as soon as possible.
H4	High Hazard	The tree shows signs of over weighted limbs, significant disease, root damage, removal of adjacent supporting tree, other significant defects present.	Remedial tree works required within 3 - 12 months or as soon as possible.
H5	Very High Hazard	Defects are very severe, dangerous trees because of structural defects including cavities, decay, included bark, wounds or poor form.	Remedial tree works required within 1 – 3 months or as soon as possible.

Note: The hazard categories listed above are applicable under normal weather conditions, which include strong winds and torrential rains, but exclude extreme localized events such as tornado-like squalls and storms which have the capacity to destroy many trees regardless of their age and condition.

3.5 RECURRENT ASSESSMENT

3.5.1 Tree assessment and recommendations are based on the condition of the trees at the time of inspection. As the retained trees continue to age and decline, further assessment, particularly from a hazard management perspective may be necessary.

3.5.2 It is recommended that a qualified Arborist should conduct a follow up assessment of the trees at least two years following completion of construction and redevelopment works, as part of a responsible tree management program and to fulfil risk management responsibilities on the part of the UNSW.

4.0 TREES AND SITE CONDITIONS

4.1 TREE SURVEY RESULTS

4.1.1 ***Trees Recorded on Site***: A total of 79 trees were assessed across the site. Of these, 46 were within the boundaries of the four proposed lots. Among the trees within the lots, only 5 trees where considered to make a significant contribution to the site. The remaining trees are considered to make a moderate to low contribution to the site.

4.1.2 ***Trees Recommended for Retention***: In total, 36 trees would be considered suitable for retention under existing conditions. However, in the context of the proposed development, only approximately 19 trees could be retained. 6 trees should be reassessment in the context of the development to determine what impacts construction may have on these trees and whether retention is feasible.

4.1.3 ***Trees Recommended for Removal***: 20 trees are located either within or close to the proposed building envelopes or proposed driveway entries. These trees will require

removal as part of the development, although most are relatively recent plantings, small and generally provide little contribution to the landscape. A further 7 trees are recommended to be removed due to poor vigour, poor viability due to species (e.g. wattles), or in several cases, the trees are self sown pines in locations that may cause problems in the future due to their locations. Another 3 trees could be removed as they are currently exhibiting reasonable health but have poor longer term viability.

4.1.4 ***Trees Recorded on Adjacent Areas***: A total of 33 trees were identified within areas outside of the proposed lots but falling within Warringah Council's requirement of being within 5 metres of the proposed development site. Generally, these trees would not be affected by development within the proposed lots.

4.2 SITE CONDITIONS

4.2.1 ***Site Soil Conditions***: Preliminary investigations and knowledge of the area indicate that the site soil is comprised of predominantly shallow, sandy clays with rock outcrops present in the northeastern corner of the proposed Lot 4. However, on this site, there has been a high level of disturbance and filling along the north western edges of the lots as a result of past construction of the reservoir.

5.0 GENERAL COMMENTS

5.1 In broad terms, there are few trees of a size or significance that should hinder development of the proposed four lots. The flat, open nature of most of the site, together with most trees of importance to the site being located along the margins, reduces the potential for development impacts on the trees.

5.2 The trees of principal significance within the site are the two large Monterey Pines adjacent to the Ethie Rd frontage (trees 14 & 15 within Lots 2 & 3). The mature Norfolk Is. Pine is located close to these pines and represents some significance in terms of its size and impact on the surrounding landscape.

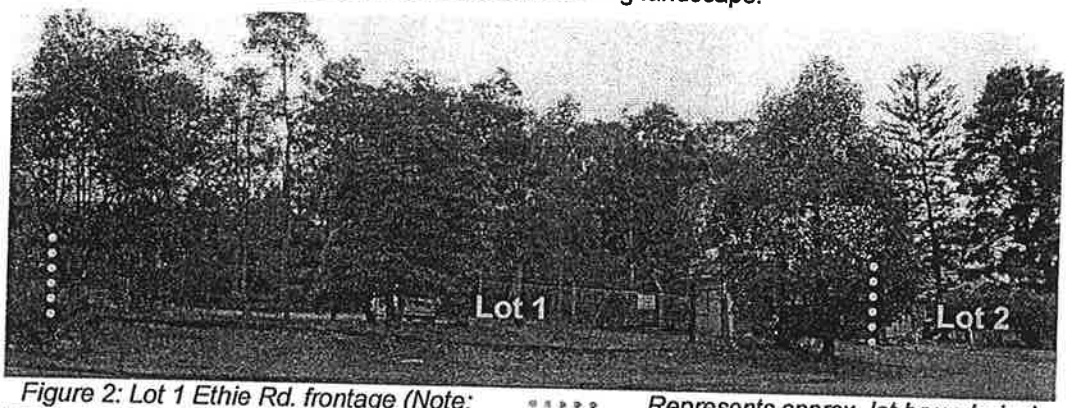


Figure 2: Lot 1 Ethie Rd. frontage (Note: ◦ ◦ ◦ ◦ ◦ Represents approx. lot boundaries)



Figure 3: Trees within Lot 1 comprise only small specimens planted within the last 15 years.

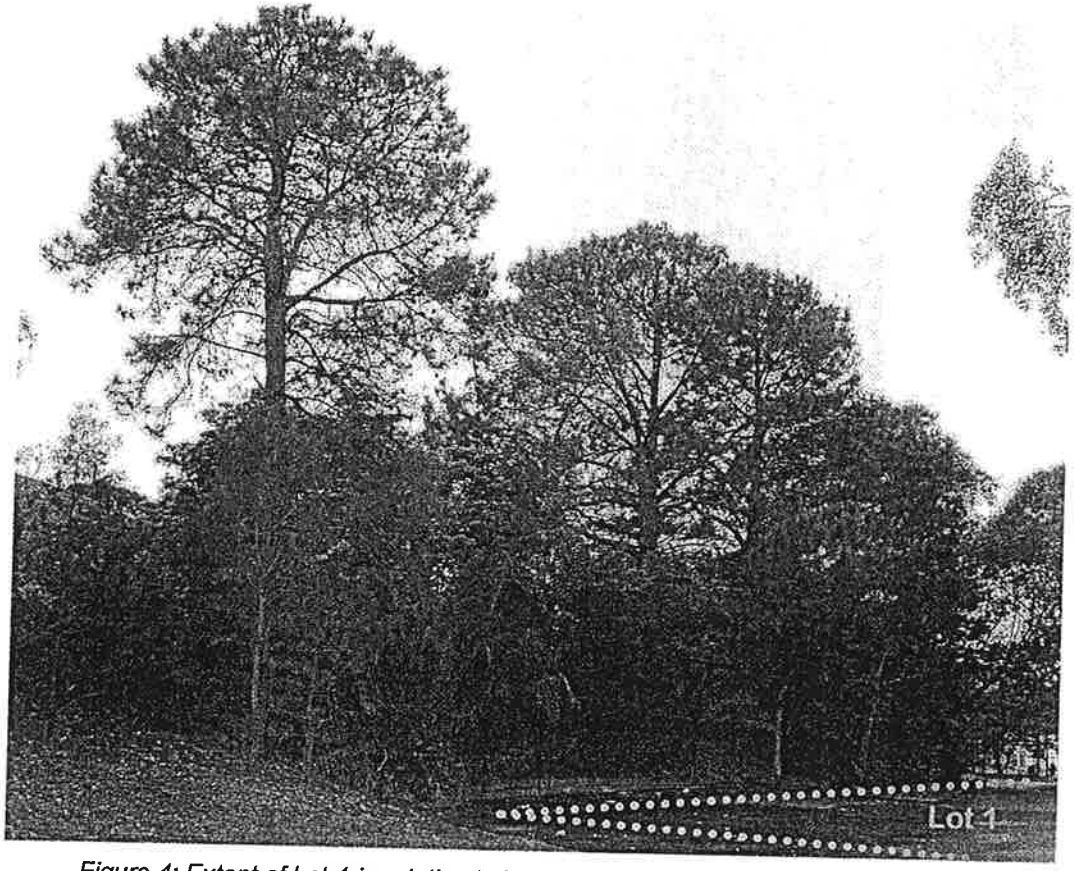


Figure 4: Extent of Lot 1 in relation to large specimen trees on the northern bank.

5.3 The proposed Lot 1 has the most trees located within the area that may be suitable for development. However, all of the trees located within the proposed Lot are towards the Ethie Rd frontage and are relatively recent plantings. As such, they are all small specimens and of low significance.

5.4 The proposed Lot 2 has two large mature eucalypts present (trees 12 & 72). Both are typically not long lived in Sydney and typically have some unsuitable characteristics. Only tree 12 is located within the proposed building envelop and would therefore require removal. The large Norfolk Is. Pine (tree 13) is also located within this Lot and may be a constraint, although appropriate building design should be able to accommodate it. One of the two large existing pines is located adjacent to the front boundary of Lot 2 and should not be a constraint to development, however the location of underground services from Ethie Rd should take this tree into consideration.

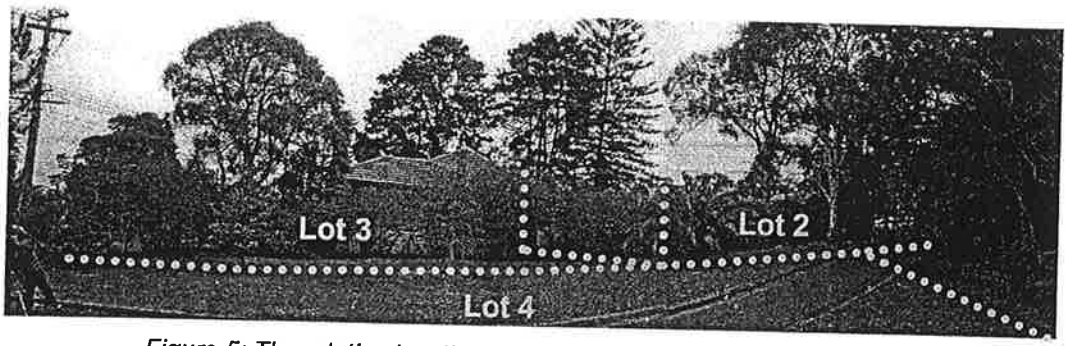


Figure 5: The relative locations of large specimen trees in Lots 2 & 3.

5.5 The proposed Lot 3 has a large mature pine and a eucalypt (trees 15 & 18) that may be a constraint, although appropriate building design may be able to accommodate them as both are located close to the street frontages. If tree 15 is retained, it will require protection to avoid destabilisation through root loss. The large pine located adjacent to the Ethie Rd boundary should be taken into consideration when determining the location of underground services from Ethie Rd.

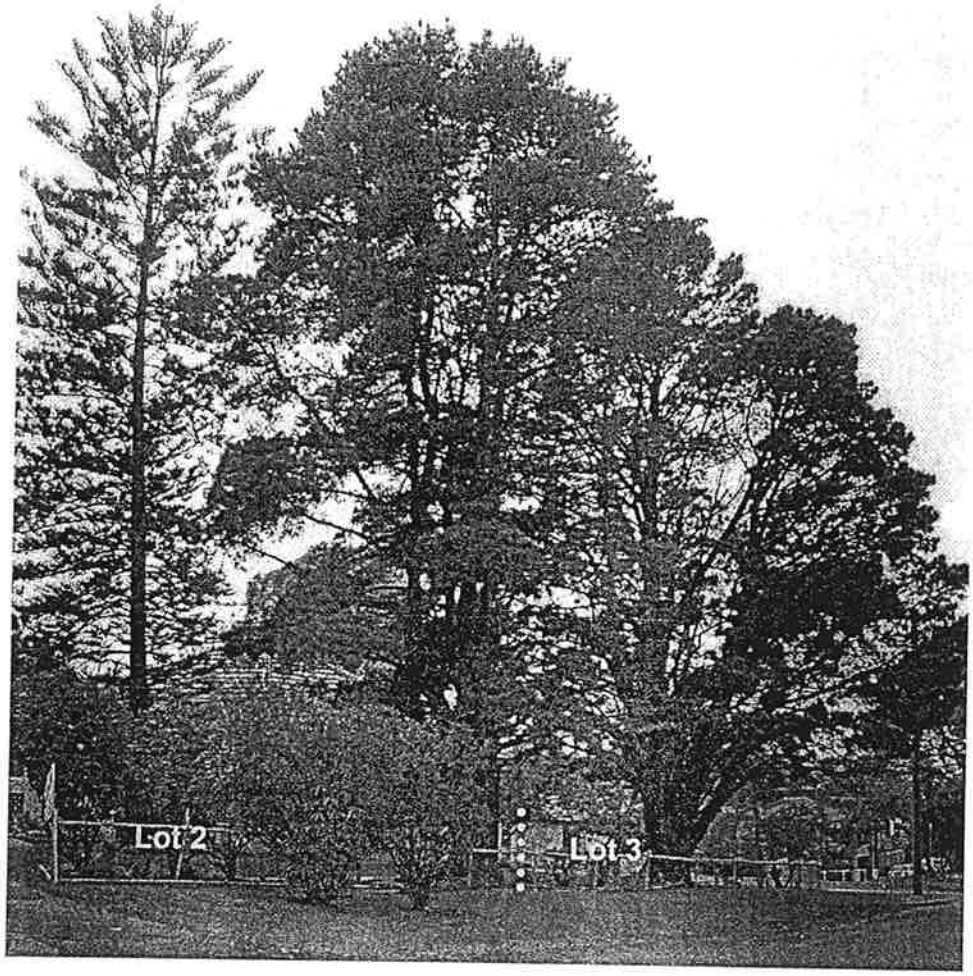


Figure 6: The two large pines in Lots 2 & 3 should be unaffected by development.

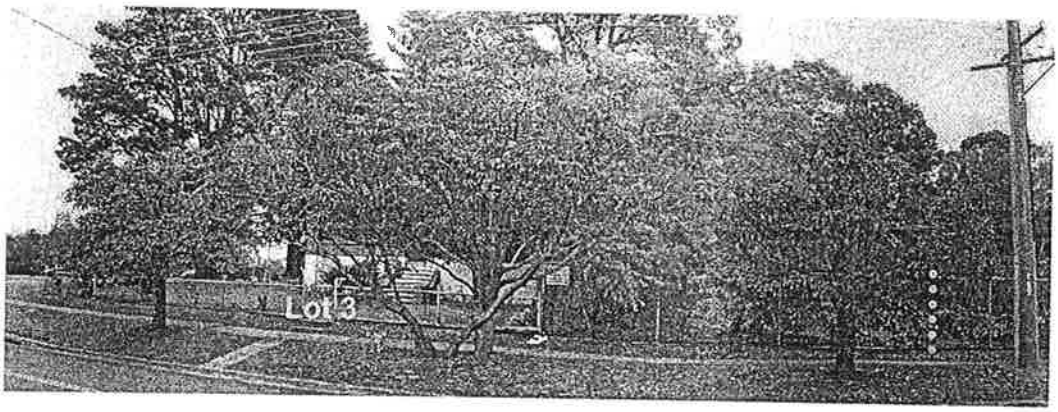


Figure 7: Lot 3 frontage on Government Rd.

5.6 The proposed Lot 4 has no trees of significance within the area likely to be developed. Several pines (possibly self-sown) are located along the Government Rd. frontage. The feasibility of retaining the small Brush Box (tree 22) should be assessed in the context of future building designs and the setback from Government Rd required by Warringah Council.

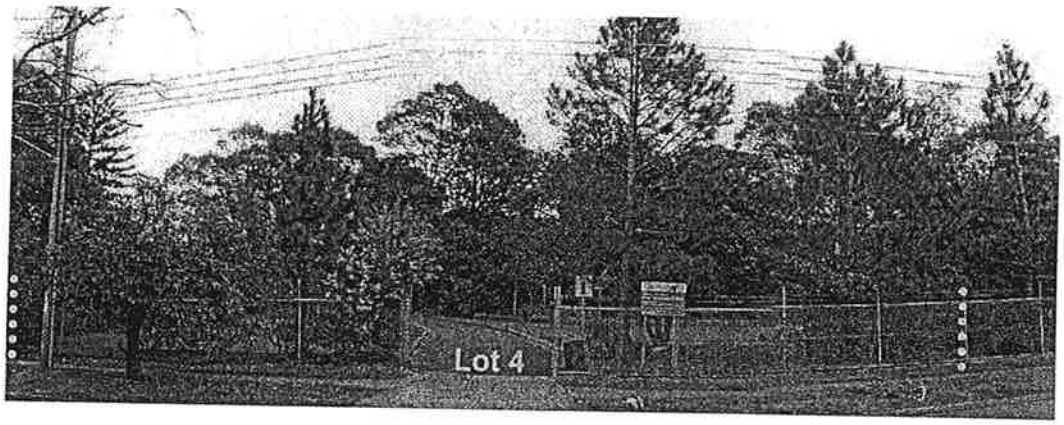


Figure 8: Lot 4 frontage on Government Rd.

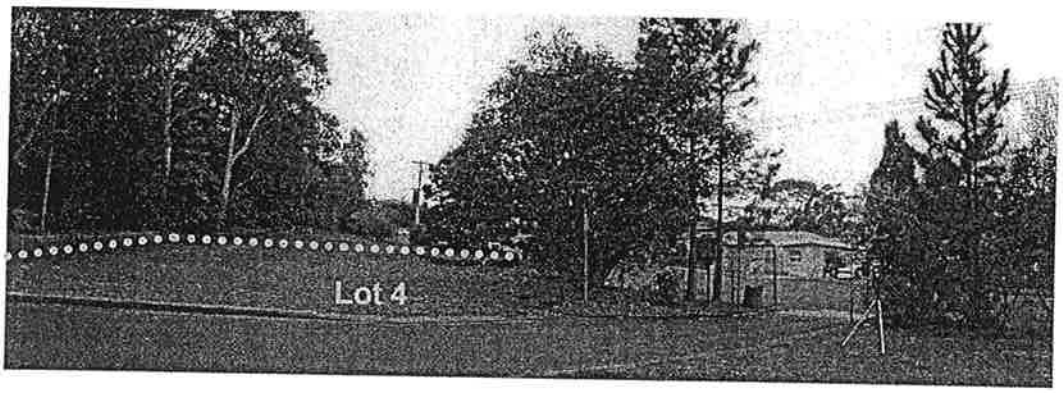


Figure 8: There are few trees of any importance within Lot 4.

5.7 The proposed locations of separate driveway entries or services to the lots generally indicate that there should be little or no impact on street trees. The exception to this is the Brush Box tree 11. Careful placement of the driveway should be carried out to avoid damage to this tree.

5.8 This report does not provide an assessment of the potential impacts of the proposed stormwater drainage system as the details of individual systems and OSD requirements will be provided for each individual lot at the time Development Applications are lodged.

At that stage, the impact on retained trees should be re-assessed in the context that OSD and drainage system designs may have on them.

6.0 TREE ASSESSMENT

6.1 EXPLANATION OF TERMS

6.1.1 The following Tree Assessment schedule categorises the trees by a number of *objective* measurements; height, spread and diameter at breast height (DBH), and *subjective* assessment criterion; structure, rank and potential construction impacts. The following explain the terms used in the tree assessment schedule.

Health - Refers to the overall health and vigour of the specimen. Assessment of tree condition has taken into consideration both known specimens of the same species and age, which are growing under favourable conditions in Sydney, and a comparison with other specimens within this site growing in the same conditions. Health takes into consideration factors including: shoot extension growth, foliage surface area, and leaf size as well as the presence and extent of pests and diseases.

Horticultural Viability - This is an estimation of the likely viable useful life that can be expected for each tree. It is based on the known lifespan of the species, its present age, its present condition and indicators of vigour, site conditions, stress factors present, and any obvious factors that may compromise the health of the tree (such as the structural stability of the crown, or pests and diseases).

Rating	Description
Good	This rating indicates that the tree is in good health under current conditions and that its health and/or age would suggest that it would have a useful horticultural life over the medium to longer term, depending on the characteristic life span for the species.
Fair	This rating may indicate that a tree has a reasonable useful life at least over the medium. If conditions remain unchanged, the anticipated life, given the age of the specimen or its recent history, is likely to be less than could be expected if a more favourable growing environment were provided. This rating also suggests that the specimen may require more regular assessment of tree health and safety and may require more regular tree surgery or other arboricultural input.
Poor	This rating indicates that the tree exhibits low vigour, is under stress, and is in decline. In some cases structural defects, pathogenic infestation or insect activity might also be present. In most instances, these trees would have a useful life span of less than ten years. Remedial work on these trees is not considered to be warranted, and in many cases, they should be removed entirely within the next few years. In some cases, the poor condition of these trees could constitute a potential hazard, and they have been recommended for removal.

Generally, trees rated "Fair to Good" are likely to have their useful life extended if tree surgery is carried out or cultural conditions are improved; such as pruning of hazardous limbs, removal of grass from within the dripline, installation of mulch, regular fertilising, watering during extended dry periods, and alleviation of soil compaction (particularly compaction due to vehicle parking or traffic).

On this site, the viability of trees rated as "Fair to Poor" is unlikely to change. Removal of young trees with a "Fair to Poor" rating is justified as even with more favourable growing conditions these trees will still have a reduced life expectancy.

Age Class - Based on available information, such as photographs, or assessment of the characteristics of the specimen, site conditions and experience with the species growing under similar conditions.

0-20 Young trees usually in their first years of growth (apart from short lived species)
21-50 Semi Mature to mature trees between 1/3 and 2/3 life expectancy
51-100 Mature to over mature tree, annual growth is almost negligible, coming to end of life, usually applies to veteran trees, although this will vary with the species.

SULE (Safe Useful Life Expectancy) - Warringah Council requires the preparation of a SULE assessment on all trees assessed. This is an estimate of the length of time that an individual tree can be retained with an acceptable level of risk based on the information available at the time of inspection. However, as SULE has been superseded by the originator of the system[1], the TreeAZ method has been adopted for this report.

TreeAZ is not static it is closely related to tree condition and the surrounding environment. Alterations in these variables may change the TreeAZ rating. Consequently the reliability of TreeAZ assessments will decrease as time passes from the initial assessment because of the potential for these variable increases (A full description of the TreeAZ rating can be found below).

TreeAZ Categories (Version 3.08)

Z **Trees not worthy of being a material constraint:** Not suitable for retention for more than 10 years

(Small, young or regularly pruned trees/hedges that could be replaced like for like)

Z1	Small or young	Trees that are unimportant because of their small size or young age and can be realistically replaced with similar trees. It could include coppiced hazel or other species. Elm that will succumb to Dutch Elm Disease.
Z2	Formal hedges and trees regularly pruned to restrict size	

(Trees that would be removed within 10 years because they are a high risk)

Z3	Dead, dying, diseased or declining	Unlikely to live more than 10 years or remedial tree works would have to be so severe that they seriously compromise the amenity and/or health of the tree and are not a practical option. This would include trees that become newly exposed because of adjacent trees being removed.
Z4	Severe damage/structural defects that cannot be properly addressed by remedial care including cavities, decay, included bark, wounds and excessively unbalanced	
Z5	Present or future instability because of poor anchorage or recently increased exposure	

(Trees that need severe pruning or removal within 10 years for good management reasons)

Z6	Severe damage/structural defects that can be temporarily addressed by remedial care including cavities, decay, included bark, wounds and excessively unbalanced	Trees with severe defects or instability that could be retained in the short term with substantial remedial care but not realistically retainable for more than 10 years, i.e. severely pruned trees with severe decay or a high risk of future decay.
Z7	Overgrown/unmanaged hedge that is beyond recovery by remedial pruning	Overgrown hedges that are in very poor condition and unsuitable for long term retention.
Z8	Causing damage to existing structures	Trunks damaging or close to walls. Roots that are already deforming

[1] TreeAZ was designed by Barrell Treecare (www.barrelltreecare.co.uk)

		surfacing. (The potential to deform surfacing is not normally a valid reason because it is so unpredictable.)
Z9	Causing unreasonable inconvenience to existing properties	Excessive shading or trees that are so overbearing that they will significantly interfere with the normal use of the property, i.e. excessive shading of a patio in a small garden. Excessive honeydew. Leaning over occupied buildings.
Z10	Adversely interfering with better trees	Directly rubbing causing damage. Indirectly shading and preventing the normal development of better trees.
Z11	Poor trees occupying space for potentially better new trees	Trees with no potential to improve and are taking up space where new trees could be growing. Inhibiting the development of an uneven age class structure.
Z12	Unacceptably expensive to retain	Topped trees with excessive decay. Trees close to buildings, roads and paths that are high maintenance. Only space to grow in one direction and will continually become severely unbalanced if not regularly pruned.

A **Trees worthy of being a material constraint:** Suitable for retention for more than 10 years (**Note:** This excludes small and young trees)

A1	No significant defects and could be retained without remedial care	Single or in groups with no major defects and obviously suitable for long term retention.
A2	Minor defects that could be addressed by limited remedial care or work to adjacent trees	Trees with minor defects that could recover from remedial works and be retainable into the long term, i.e. pollards with little decay. Tall but stable hedges. Rows of trees that may not be individually important but form a significant feature as a group. They must be potentially stable and not require excessive maintenance to keep them that way.
A3	Special significance for historical, commemorative or rarity reasons that would warrant extraordinary efforts to retain for more than 10 years	Special care should be taken in its normal context of meaning unusual or uncommon.
A4	Trees that may have legislative protection for ecological reasons (Advisory and will require specialist investigation)	This would include veteran trees and trees that provide some special habitat feature.

Note: Trees that are very good examples of category A can be noted as AA and trees that are the worst examples of category Z can be noted as ZZ summarised as follows:

AA Most suitable for retention
A Suitable for retention
Z Not particularly suitable for retention
ZZ Unsuitable for retention

Recommended Tree Protection Zone - The Tree Protection Zone (TPZ) indicated is the set-back distance recommended for safe long-term tree retention and is the closest distance development impacts should be allowed without further specific assessment and onsite arboricultural supervision. Calculation of TPZs are based on the current British Standard BS5837(2005) recommendations and describe the radius

measured from the centre of the tree. A similar total soil surface area (πr^2) may also be adequate if provided as a square or rectangle, rather than a circle.

Based on the British Standard 5837 (2005), the recommended setback can be reduced by one third on the one side closest to a proposed excavation/building if the other side is unaffected by development.

It may also be possible for specific works to be undertaken within the nominated TPZ distances without adverse affect if such works are designed and implemented after further consultation with the Project Arborist and possible detailed site assessment (including possible investigative excavation to determine soil conditions and root locations).

Some trees might also be safely retained in circumstances where TPZ distances are reduced on one side of the tree only but are extended on other sides to provide alternative or compensatory root areas. In such cases the extent of desired canopy pruning might also need to be further assessed.

Other works within TPZ areas may have a detrimental impact on the health or perceived amenity of retained trees but may be considered an acceptable alternative to immediate removal, particularly in circumstances where site layout allows for replacement landscape plantings.

Tree Surgery - This category identifies specimens requiring tree surgery or improved management. Where tree surgery is indicated, a more detailed assessment or explanation may be necessary. Tree work involving pruning does not include branch removal required for construction activity. Pruning in this category will be restricted to essential work required to maintain the health and safety of the trees.

Where work relates to the risk management of a specimen, tree surgery should be given greater priority than say, improving cultural conditions, particularly if the area around the tree is subject to greater pedestrian usage or the tree may impact a structure.

Only the readily apparent problems were recorded for each tree. Re-assessment of all trees should be carried out as part of the ongoing management of the tree population. Where trees are retained, further tree surgery should be carried out as individual trees or site conditions change over time.

Some of the recommendations for tree surgery are self explanatory. In the case of actions described as; "1" - deadwood, "2" - reshape crown, and "3" – wound repair, the extent of work required will need to be reassessed at the time when quotations from arborists are sought. Generally, the need for deadwood removal is only indicated where there are dead branches 0.25 mm or greater in diameter. The priority for this work tends to be low while the trees are in areas not used by the public. As the area around an individual specimen is developed further, the priority for tree surgery work to be carried out will be given higher priority. All pruning work should be in accordance with the Australian Standard for Pruning Amenity Trees AS 4373 – 1996.

On this site "4" - insect control, no trees where identified as having significant infestations of pests or diseases present, other than unidentified decay organisms in some trees.

Where the action is described as "5" - Improve cultural conditions, the basic work required will include; removal of weeds, fill and debris from within the drip zone, soil chemistry analysis, fertilising (in accordance with soil analysis recommendations), mulch. Additional cultural methods such as irrigation may also be necessary. Most of the trees on this site would benefit from this action however; only trees considered to

be of higher significance value and with apparent health problems were identified for this action.

A recommended action of "6" - Investigate cavities - refers to the need to further assess the extent of cavities observed in the tree and the role that this structural fault may affect the safety of the tree. An assessment of the hazard potential should be made in each case in the context of the level of use of the area around the tree and feasibility of moving potential targets (for example, relocating seats, car parking and paths).

"7" - Thin canopy or consider installation of cabling / bracing. This category of required work was applied to large and significant specimens to be retained but which may have had structural faults that may represent a potential hazard. Again, implementation of this technique will depend the feasibility of retaining an individual tree and the extent that the area around the tree is occupied by new structures and/or the rates of pedestrian occupancy.

Where the action is described as "8" – Line clearance – this generally describes a tree that requires pruning to provide regulatory authority clearances for power lines or other aerial cables. Under current legislation, only tree contractors approved by the relevant regulatory authority can undertake powerline clearance work. Line clearance can also describe a tree that, due to its location, will require recurrent pruning to provide clearance.

A recommended action of "9" – Remove climbers – indicates that climbing vines of one or more species are growing on either the trunk or branches of the tree. Removal is recommended to avoid the problems of girdling/ringbarking, suppression of photosynthesis by the tree crown or the risk of branch failure because of vines weighing down branches.

"10" – Root girdling. This describes the presence of a defect created where roots grow around the main stem of the tree and cut off or restrict the movement of water, plant nutrients and stored food reserves. Certain tree species are more prone to this problem than others are and trees can slowly weaken and die over a period of years or decades because of root girdling. The primary purpose of identifying root girdling is to determine whether the tree can maintain structural stability or maintain viability over the longer term. Severe root girdling may initially require further investigation by excavating around the root crown. For younger trees, pruning girdling roots may be an option. For larger specimens the impact of wounding resulting from pruning may outweigh the potential benefits.

No trees on this site were found to require tree surgery in the categories "3", "4" "5" "6" "7" "9" or "10" at this stage.

Where a definite recommendation of removal -"11" - is given, the trees are generally in poor health or exhibit significant structural instability or decay or the tree is an inappropriate species for this location or for the eventual use of the site.

"12" – No tree surgery required indicates trees that, at the time of inspection, had no significant defects that required action. However, where a tree is retained, as the specimen continues to age and decline, further assessment, particularly from a hazard management perspective, may be necessary. For many of the trees on the Middleton Rd site, no recommendation for remedial tree work was recommended as those trees fall within the footprint of the proposed development. Although a number of them may have had defects that would otherwise require tree surgery, in the event that development consent is granted, these trees would be removed as part of the development.

7.0 TREE INVENTORY AND ASSESSMENT SCHEDULE

7.1.1 The following Assessment Schedule provides comparative information on trees within the site using a series of brief descriptions and ratings. Detailed features of individual specimens and recommendations are provided in the "Notes" column.

7.1.2 Trees located outside of the site, but within five metres of the boundary of the proposed development or adjacent to the main roads, are also discussed in the Assessment Schedule.

Tree No.[2]	Botanical Name	Common Name	HEIGHT	SPREAD[3]	DBH[4] (mm)	Health	Hort. Viability	Age	Tree/AZ	Hazard Rating	Action	Tree Protection Zone[5]	Tree Surgery[6]	Notes	Northing	Easting
			H	S	D											
1.	*Lophostemon confertus*	Brush Box	5	6	380	Fair	F/G	21-50	A2	H2	Retain	4.6	12	Street tree. Small specimen repeatedly lopped for line clearance. Epicormic shoots present. Reasonable form.	6263439.427	338097.79
2.	*Lophostemon confertus*	Brush Box	5	6	380	Fair	F/G	21-50	A2	H2	Retain	4.6	12	Street tree. Small specimen repeatedly lopped for line clearance. Epicormic shoots present. Reasonable form.	6263431.837	338096.701
3.	*Lophostemon confertus*	Brush Box	5	7	400	Fair	F/G	21-50	A2	H2	Retain	4.8	12	Street tree. Small specimen repeatedly lopped for line clearance. Epicormic shoots present. Poor form.	6263424.448	338095.559
4.	*Acacia floribunda*	Sallow Wattle	4	4	200	Poor	F/G	0-20	Z3	H3	Remove	-	11	Poor specimen at base of Brush Box – possibly self-sown. Small specimen repeatedly lopped for line clearance. Epicormic shoots, borers and cracks/splits present. Reduced foliage cover. Approaching end of useful horticultural life	6263423.462	338094.47
5.	*Acacia floribunda*	Sallow Wattle	5	4	150 130	Dead	F/G	0-20	Z3	H4	Remove	-	11	Poor specimen at base of Brush Box – possibly self-sown. Small specimen repeatedly lopped for line clearance. Epicormic shoots, borers, deadwood and cracks/splits present. Reduced foliage cover. Approaching end of useful horticultural life	6263422.691	338094.725
6.	*Lophostemon confertus*	Brush Box	5	6	300	Fair	G	21-50	A2	H2	Retain	3.6	12	Street tree. Small specimen repeatedly lopped for line clearance. Epicormic shoots present. Some deadwood. Reasonable form.	6263415.573	338093.643
7.	*Nerium oleander*	Oleander	3	3	20 20	Fair	G	0-20	Z1	H0	Remove	-	12	Shrub on street frontage. Of low value.	6263406.645	338062.564
8.	*Nerium oleander*	Oleander	3	3	20 20	Fair	G	0-20	Z1	H0	Remove	-	12	Shrub on street frontage. Of low value.	6263407.085	338060.219
9.	*Lophostemon confertus*	Brush Box	10	8	640	Good	G	21-50	A1	H1	Retain	7.7	12	Street tree. Reasonable specimen with good form. Some deadwood.	6263408.425	338042.554
10.	*Lophostemon confertus*	Brush Box	9	5	200 170	Good	F	21-50	A1	H0	Retain	2.4	12	Street tree. Reasonable specimen with good form.	6263410.848	338029.785
11.	*Lophostemon confertus*	Brush Box	9	5	320	Fair	G	21-50	A1	H0	Retain	3.8	12	Street tree. Reasonable specimen with good form. Some deadwood. Previously lopped.	6263411.141	338021.851
12.	*Eucalyptus nicholii*	Narrow Leafed Peppermint	20	13	540	Fair/Good	G	21-50	A1	H1	Remove	6.5	1	Reasonable specimen with good form. Some deadwood present. Typically not long lived in Sydney. Potentially a further 20 to 30 years remaining. Tree located within proposed building envelope.	6263428.155	338059.347

[2] Tree numbers indicated in blue are trees located outside of the apparent area of the proposed lots and unaffected by the current proposed building envelopes.
[3] **Spread** – Where two measurements are shown, the first is north/south, and the second is east/west.
[4] **DBH** = Diameter at Breast Height. Measurement of trunk diameter measured at 1.4m above ground level. Where trunk form does not permit measurement at 1.4m, the nearest measurement above or below that height is recorded. For trees located on adjacent properties, an estimate of DBH may be provided.
[5] **Tree Protection Zone** - Recommended radius (metres from the tree centre) within which impacts to tree roots should be prevented. Bracketed radii represent closest distance on one side only.
[6] **Tree Surgery Categories** - 1-Deadwood. 2-Reshape crown. 3-Wound repair. 4-Insect control. 5-Improve cultural conditions. 6-Investigate cavities. 7-Thin canopy or consider installation of cabling / bracing. 8-Line clearance. 9-Remove climbers. 10-Root Girdling. 11-Remove. 12-No tree surgery required.

Tree No.[2]	Botanical Name	Common Name	HEIGHT	SPREAD[3]	DBH[4] (mm)	Health	Hort. Viability	Age	Tree/AZ	Hazard Rating	Action	Tree Protection Zone[5]	Tree Surgery[6]	Notes	Northing	Easting
			H	S	D											
13.	*Araucaria heterophylla*	Norfolk Island Pine	19	9	490	Fair	G	51-100	AA1	H0	Retain	5.9	11	Large mature specimen with good form and is dominant on the landscape. Potentially a further 50+ years remaining. Tree located within proposed building envelope. However, its size, form and importance to the site indicate that it should be retained.	6263415.06	338064.018
14.	*Pinus radiata*	Monterey Pine	19	12	1000	Fair	G	51-100	AA2	H2	Retain	12.0	1,2	Large mature specimen with good form ad dominant on the streetscape. Some deadwood and structural defects. Potentially a further 30-50 years remaining.	6263409.055	338067.216
15.	*Pinus radiata*	Monterey Pine	19	14	1350	Fair	F/G	51-100	AA2	H2	Retain	16.2	1,2	Large mature specimen with good form ad dominant on the streetscape. Some deadwood and structural defects. Potentially a further 30-50 years remaining.	6263407.624	338076.445
16.	*Chamaecyparis sp*	False Cypress	5	3	120 100	Poor	F	21-50	Z11	H1	Remove	-	11	Poor specimen – stunted growth. Tree located within proposed building envelope. Its small size and poor form indicate that it would be appropriate to remove this tree.	6263422.5	338085.549
17.	*Cupressus sp.*	Cypress sp.	7	5	100 100	Poor	F/G	21-50	Z11	H1	Remove	-	11	Poor specimen – growth and form suppressed by adjacent eucalypt. Tree located within proposed building envelope. Its small size and poor form indicate that it would be appropriate to remove this tree.	6263426.04	338085.616
18.	*Eucalyptus nicholii*	Narrow Leafed Peppermint	16	12	610	Fair	G	21-50	A2	H2	Retain?	7.3	12	Reasonable specimen with good form. Some deadwood present. Typically not long lived in Sydney. Potentially a further 20 to 30 years remaining. Tree located at edge of proposed building envelope. Its size and form indicates that it should be retained if feasible although root disturbance may characteristically destabilise this tree. Reassess in context of development impacts.	6263425.049	338089.249
19.	*Eucalyptus nicholii*	Narrow Leafed Peppermint	12	5	300	Poor	F/P	21-50	Z3	H2	Remove	-	11	Poor specimen – growth and form suppressed by adjacent eucalypt. Some deadwood and dieback present.	6263424.783	338091.565
20.	*Pinus radiata*	Monterey Pine	14	3	220	Fair	F/G	0-20	Z1	H0	Remove	-	11	Small specimen – possibly self sown. Of low significance. Longer term growth may have some undesirable consequences due to location.	6263451.277	338094.659
21.	*Pinus radiata*	Pine Tree	14	3	250	Fair	G	0-20	Z1	H0	Remove	-	11	Small specimen – possibly self sown. Of low significance. Longer term growth may have some undesirable consequences due to location.	6263451.584	338093.768
22.	*Lophostemon confertus*	Brush Box	9	8	250 250	Fair	F/G	21-50	A2	H1	Retain?	3.0	12	Small specimen – multi-trunked form ground level. Of low significance. Stunted growth although generally healthy appearance. Some deadwood present. Low significance. Tree located close to proposed building envelope. Its size and form indicates that it should be retained if feasible although suitability for retention should be reassessed in context of proposed works that may impact on the tree.	6263452.666	338090.691
23.	*Pinus radiata*	Monterey Pine	14	5	300	Fair	G	0-20	A1	H0	Remove	3.6	12	Reasonable, young specimen with good form. Unclear whether it is a self-sown or planted tree. Low significance. Longer term growth may have some undesirable consequences due to location. Tree located within proposed driveway crossing. Its small size and age make removal appropriate.	6263457.866	338094.887
24.	*Pinus radiata*	Monterey Pine	13	5	300	Fair	G	0-20	A1	H0	Retain?	3.6	12	Reasonable, young specimen with good form. Unclear whether it is a self-sown or planted tree. Low significance. Longer term growth may have some undesirable consequences due to location.	6263464.274	338096.324

Tree No.[2]	Botanical Name	Common Name	HEIGHT	SPREAD[3]	DBH[4] (mm)	Health	Hort. Viability	Age	Tree/AZ	Hazard Rating	Action	Tree Protection Zone[5]	Tree Surgery[6]	Notes	Northing	Easting
			H	S	D											
25.	*Acacia floribunda*	Sallow Wattle	10	6	200	Poor	G	0-20	Z3	H3	Remove	-	11	Small specimen – possibly self sown. Of low significance. Some deadwood, dieback and borers present. Typically short lived. Previous branch failures.	6263468.88	338082.013
26.	*Eucalyptus haemastoma*	Scribble Gum	14	7	280	Good	G	0-20	A1	H0	Retain	3.4	12	Reasonable specimen with good form.	6263467.436	338081.446
27.	*Eucalyptus haemastoma*	Scribble Gum	13	8	380	Good	G	0-20	A1	H0	Retain	4.6	12	Reasonable specimen with good form.	6263465.751	338080.742
28.	*Pinus radiata*	Monterey Pine	7	2	100	Fair	G	0-20	Z1	H0	Retain?	-	11	Small specimen – possibly self sown. Of low significance	6263462.596	338077.685
29.	*Pinus radiata*	Monterey Pine	8	2	120	Fair	G	0-20	Z1	H0	Retain?	-	11	Small specimen – possibly self sown. Of low significance	6263457.848	338075.664
30.	*Acacia sp*	Wattle	10	6	280	Poor	G	0-20	Z3	H3	Remove	-	11	Small specimen – possibly self sown. Of low significance. Some deadwood, dieback and borers present. Typically short lived.	6263455.012	338073.774
31.	*Pinus radiata*	Monterey Pine	9	4	180	Fair	G	0-20	A2	H0	Retain	2.2	12	Reasonable, young specimen with good form. Unclear whether it is a self-sown or planted tree.	6263450.767	338069.901
32.	*Pinus radiata*	Monterey Pine	17	12	520	Fair	F/P	21-50	Z6	H3	Remove?	-	11	Large specimen on bank. Tree has a deep bark inclusion between co-dominant trunks. The tree has some potential for large branch failure but its arrangement means it would only fall into surrounding vegetation if it failed.	6263447.758	338064.282
33.	*Eucalyptus saligna*	Sydney Blue Gum	19	14	500	Fair	F	21-50	A2	H2	Retain	6.0	12	Reasonable specimen with good form. Located on bank. Some deadwood and borer damage present.	6263443.419	338058.928
34.	*Acacia floribunda*	Sallow Wattle	12	8	300	Fair	G	0-20	A1	H0	Retain?	3.6	12	Small specimen – possibly self sown. Of low significance. Some deadwood, dieback and borers present. Typically short lived.	6263437.271	338047.012
35.	*Eucalyptus haemastoma*	Scribble Gum	16	14	520	Fair	G	21-50	A1	H0	Retain	6.2	12	Good specimen with good form. Located on bank. Some deadwood and borer damage present.	6263438.723	338044.604
36.	*Eucalyptus gummifera*	Red Bloodwood	10	3	120	Fair	F	0-20	A1	H0	Retain	1.4	12	Reasonable specimen with good form. Some deadwood and borer damage present. Growth slightly suppressed.	6263436.686	338044.108
37.	*Pinus radiata*	Monterey Pine	14	9	580	Fair	G	21-50	A2	H1	Retain	7.0	12	Reasonable specimen with good form. Located on bank. Some deadwood present.	6263437.701	338037.444
38.	*Melaleuca quinquenervia*	Broad Leaf Paper Bark	10	5	180	Good	G	0-20	A1	H0	Retain	2.2	12	Smaller specimen – slightly suppressed growth. Some included bark typical of species	6263433.785	338038.888
39.	*Melaleuca quinquenervia*	Broad Leaf Paper Bark	7	4	130	Good	G	0-20	A1	H0	Retain	1.6	12	Smaller specimen – slightly suppressed growth. Some included bark typical of species	6263436.307	338036.552

Tree No.[2]	Botanical Name	Common Name	HEIGHT	SPREAD[3]	DBH[4] (mm)	Health	Hort. Viability	Age	Tree/AZ	Hazard Rating	Action	Tree Protection Zone[5]	Tree Surgery[6]	Notes	Northing	Easting
			H	S	D											
40.	*Pinus radiata*	Pine Tree	18	20	630	Good	G	21-50	A2	H2	Retain	7.6	12	Reasonable specimen with good form. Located on bank. Some deadwood present.	6263437.123	338033.618
41.	*Phoenix canariensis*	Canary Island Date Palm	3	3	230	Poor	G	0-20	ZZ	H0	Remove	-	11	Small specimen adjacent to kerb – possibly self-sown. Pruned back for clearance from parked cars. Low significance.	6263435.511	338026.468
42.	*Eucalyptus gummifera*	Red Bloodwood	12	4	200	Fair	G	0-20	A1	H0	Retain	2.4	12	Smaller specimen – slightly suppressed growth.	6263435.109	338024.97
43.	*Pinus radiata*	Monterey Pine	17	14	500	Fair	G	21-50	A2	H1	Retain	6.0	12	Large specimen with good form. Located on bank. Some deadwood present.	6263433.978	338020.79
44.	*Melaleuca quinquenervia*	Broad Leaf Paper Bark	12	4	200 130	Good	G	0-20	A2	H1	Retain	2.4	12	Reasonable specimen. Some included bark typical of species Some deadwood	6263417.444	338016.445
45.	*Melaleuca quinquenervia*	Broad Leaf Paper Bark	14	3	180	Good	G	0-20	A2	H0	Retain	2.2	12	Reasonable specimen. Some included bark typical of species.	6263417.628	338018.55
46.	*Melaleuca quinquenervia*	Broad Leaf Paper Bark	14	3	190	Good	G	0-20	A1	H0	Retain	2.3	12	Reasonable specimen. Some included bark typical of species.	6263417.046	338019.926
47.	*Melaleuca quinquenervia*	Broad Leaf Paper Bark	11	3	160	Fair	G	0-20	A1	H0	Retain?	1.9	12	Smaller specimen – slightly suppressed growth. Some included bark typical of species. Tree located close to proposed driveway crossing. Its small size and age make removal acceptable. Reassess suitability for retention in context of proposed works that may impact on the tree.	6263416.774	338021.356
48.	*Melaleuca quinquenervia*	Broad Leaf Paper Bark	12	7	250 160	Fair	F/P	0-20	A1	H0	Retain?	3.0	12	Reasonable specimen. Some included bark typical of species. Tree located close to proposed driveway crossing. Its small size and age make removal acceptable. Reassess suitability for retention in context of proposed works that may impact on the tree.	6263418.432	338021.366
49.	*Melaleuca quinquenervia*	Broad Leaf Paper Bark	12	3	180	Fair	G	0-20	A1	H0	Remove	2.2	12	Reasonable specimen. Some included bark typical of species. Tree located within proposed driveway crossing. Its small size and age make removal appropriate.	6263417.403	338022.561
50.	*Eucalyptus gummifera*	Red Bloodwood	7	4	180 120	Fair	G	0-20	A2	H1	Remove	2.2	12	Small planted specimen. Of low significance. Some deadwood present. Tree located within proposed driveway crossing. Its small size and age make removal appropriate.	6263416.198	338025.356
51.	*Eucalyptus gummifera*	Red Bloodwood	12	5	200	Good	G	0-20	A1	H0	Retain?	2.4	12	Reasonable specimen with good form. Tree located close to proposed driveway crossing. Its small size and age make removal acceptable. Reassess suitability for retention in context of proposed works that may impact on the tree.	6263416.221	338026.84
52.	*Eucalyptus gummifera*	Red Bloodwood	8	3	120	Poor	G	0-20	Z3	H2	Retain?	-	11	Small planted specimen. Of low significance. Some deadwood, borers and mechanical damage present. Tree located close to proposed driveway crossing. Its small size and age make removal acceptable. Reassess suitability for retention in context of proposed works that may impact on the tree.	6263416.245	338028.353

Tree No.[2]	Botanical Name	Common Name	HEIGHT	SPREAD[3]	DBH[4] (mm)	Health	Hort. Viability	Age	Tree/AZ	Hazard Rating	Action	Tree Protection Zone[5]	Tree Surgery[6]	Notes	Northing	Easting
			H	S	D											
53.	*Eucalyptus sideroxylon*	Red Iron Bark	9	4	180	Fair	G	0-20	Z3	H2	Remove	-	11	Suppressed, stunted growth. Some minor deadwood and defoliation. Possible borer damage present.	6263415.747	338029.617
54.	*Acacia melanoxylon*	Blackwood	12	6	270	Fair	P	0-20	A2	H1	Retain?	3.2	12	Small planted specimen. Of low significance. Some deadwood, borers and root damage present. Typically short lived.	6263416.368	338032.175
55.	*Eucalyptus leucoxylon*	Yellow Gum	4	3	50	Poor	G	0-20	Z3	H1	Remove	-	11	Suppressed, stunted growth. Some minor deadwood. Possibly unsuitable for site conditions.	6263415.566	338033.718
56.	*Eucalyptus gummifera*	Red Bloodwood	7	2	80	Good	G	0-20	A1	H0	Retain?	1.0	12	Small planted specimen. Of low significance. Some deadwood present. Reassess suitability for retention in context of proposed works that may impact on the tree.	6263414.946	338035.28
57.	*Angophora floribunda*	Rough Bark Apple	10	6	290	Fair	G	21-50	A2	H2	Retain?	3.5	12	Small planted specimen. Of low significance. Some deadwood and borers present. Reassess suitability for retention in context of proposed works that may impact on the tree.	6263417.722	338035.423
58.	*Eucalyptus leucoxylon*	Yellow Gum	6	3	120	Fair	G	0-20	Z3	H2	Remove	-	11	Suppressed, stunted growth. Some minor deadwood. Possibly unsuitable for site conditions.	6263414.049	338040.917
59.	*Melaleuca quinquenervia*	Broad Leaf Paper Bark	12	4	260	Good	G	0-20	A1	H0	Remove	3.1	12	Small specimen. Some included bark typical of species. Tree located within proposed building envelope. Its small size and age make removal appropriate.	6263420.157	338044.229
60.	*Melaleuca quinquenervia*	Broad Leaf Paper Bark	13	4	200	Good	G	0-20	A1	H0	Remove	2.4	12	Small specimen. Some included bark typical of species. Tree located within proposed building envelope. Its small size and age make removal appropriate.	6263421.063	338042.778
61.	*Melaleuca quinquenervia*	Broad Leaf Paper Bark	11	4	190	Good	G	0-20	A1	H0	Remove	2.3	12	Small specimen. Some included bark typical of species. Tree located within proposed building envelope. Its small size and age make removal appropriate.	6263422.292	338043.243
62.	*Pinus radiata*	Monterey Pine	8	3	80	Fair/Good	G	0-20	Z1	H0	Remove	-	11	Small specimen – possibly self-sown. Of low significance. Longer term growth may have some undesirable consequences due to location. Tree located within proposed building envelope. Its small size and age make removal appropriate.	6263423.444	338041.083
63.	*Allocasuarina torulosa*	Forest Oak	4	3	60	Fair	G	0-20	A1	H0	Remove	0.7	12	Small planted specimen. Of low significance. Tree located within proposed building envelope. Its small size and age make removal appropriate.	6263423.98	338039.937
64.	*Allocasuarina torulosa*	Forest Oak	3	2	50	Fair	G	0-20	A1	H0	Remove	0.6	12	Small planted specimen. Of low significance. Tree located within proposed building envelope. Its small size and age make removal appropriate.	6263424.656	338041.991
65.	*Angophora floribunda*	Rough Bark Apple	15	7	300 300	Fair	G	21-50	A2	H2	Remove	3.6	12	Reasonable specimen with good form. Some deadwood, included bark and borers present. Tree located within proposed building envelope. Its small size and age make removal appropriate.	6263427.492	338045.232
66.	*Eucalyptus punctata*	Grey Gum	11	4	100	Fair	G	0-20	A2	H1	Remove	1.2	12	Small planted specimen. Of low significance. Some deadwood and borers present. Tree located within proposed building envelope. Its small size and age make removal appropriate.	6263429.224	338044.897
67.	*Eucalyptus gummifera*	Red Bloodwood	12	5	150 100	Fair	G	0-20	A1	H1	Remove	1.8	12	Small planted specimen. Of low significance. Tree located within proposed building envelope. Its small size and age make removal appropriate.	6263429.407	338045.825

Tree No.[4]	Botanical Name	Common Name	HEIGHT	SPREAD[3]	DBH[1] (mm)	Health	Hort. Viability	Age	Tree/AZ	Hazard Rating	Action	Tree Protection Zone[5]	Tree Surgery[6]	Notes	Northing	Easting
			H	S	D											
68.	*Eucalyptus gummifera*	Red Bloodwood	14	4	170	Good	G	0-20	A1	H0	Remove	2.0	12	Small planted specimen. Of low significance. Tree located within proposed building envelope. Its small size and age make removal appropriate.	6263428.33	338048.326
69.	*Eucalyptus gummifera*	Red Bloodwood	15	5	220100	Fair	F	0-20	A1	H0	Remove	2.6	12	Small planted specimen. Of low significance. Some deadwood and borers present. Tree located close to proposed building envelope. Its small size and age make removal appropriate.	6263428.254	338050.09
70.	*Angophora floribunda*	Rough Bark Apple	14	4	200	Fair	F	0-20	A1	H0	Remove	2.4	12	Small planted specimen. Of low significance. Tree located within proposed building envelope. Its small size and age make removal appropriate.	6263429.715	338048.772
71.	*Acacia melanoxylon*	Blackwood	16	9	330	Fair	P	21-50	A2	H1	Remove	4.0	12	Small planted specimen. Of low significance. Some deadwood present. Typically short lived. Tree located close to proposed building envelope. Its small size, age defects make removal appropriate.	6263430.456	338050.023
72.	*Eucalyptus scoparia*	Wallangarra White Gum	18	12	500	Fair	F	21-50	A2	H2	Retain	6.0	12	Reasonable specimen with good form. Typically not long lived in Sydney. Potentially a further 20 to 30 years remaining. Some deadwood present.	6263436.081	338060.36
73.	*Phoenix canariensis*	Canary Island Date Palm	4	6	600	Fair	G	0-20	A1	H0	Retain?	7.2	12	Small planted specimen. Of low significance	6263437.161	338068.783
74.	*Eucalyptus sp*	Gum	4	2	50	Good	G	0-20	A1	H0	Remove	0.6	12	Small planted specimen. Of low significance. Tree located close to proposed building envelope. Its small size and age make removal appropriate.	6263437.248	338078.717
75.	*Cedrus deodara*	Himalayan Cedar	4	3	100	Fair	G	0-20	A1	H0	Remove	1.2	12	Small planted specimen. Of low significance. Tree located close to proposed building envelope. Its small size and age make removal appropriate.	6263436.797	338086.311
76.	*Banksia integrifolia*	Coastal Banksia	3	3	50	Fair	G	0-20	A1	H0	Retain?	0.6	12	Small planted specimen. Of low significance	6263437.546	338092.421
77.	*Pinus radiata*	Monterey Pine	9	3	150	Good	G	0-20	A1	H0	Retain?	1.8	12	Small specimen – possibly self-sown. Of low significance. Longer term growth may have some undesirable consequences due to location.	6263442.561	338093.331
78.	*Pinus radiata*	Monterey Pine	7	3	100	Good	G	0-20	A1	H0	Retain?	1.2	12	Small specimen – possibly self-sown. Of low significance. Longer term growth may have some undesirable consequences due to location.	6263442.314	338093.619
79.	*Acacia melanoxylon*	Blackwood	4	4	100	Good	F/P	0-20	A1	H0	Retain?	1.2	12	Small planted specimen. Of low significance. Typically short lived.	6263444.892	338092.741

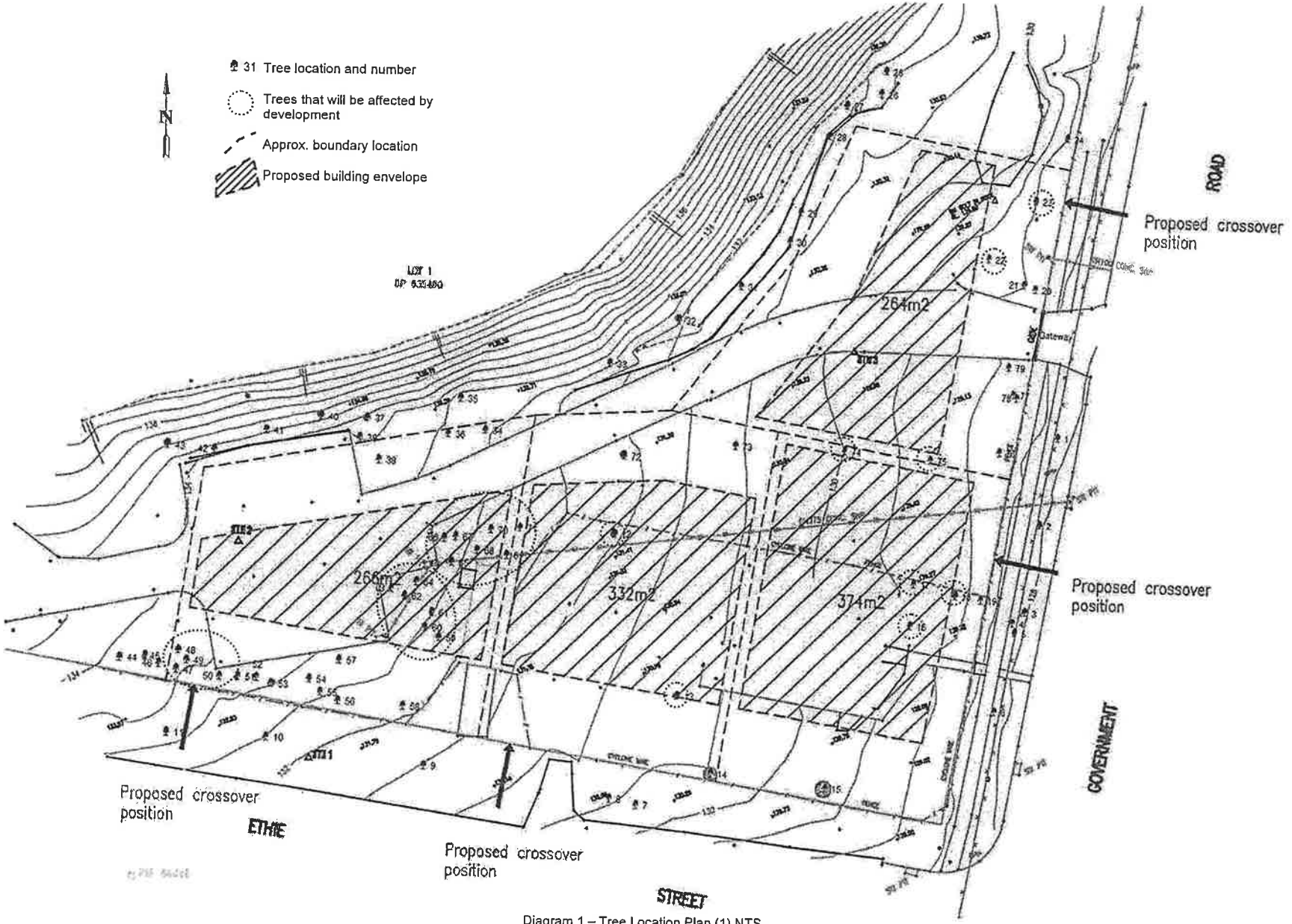


Diagram 1 – Tree Location Plan (1) NTS
(Source: Base Survey provided by Hassell. Survey Date 31/8/2007. Ref. No. PSP9799)

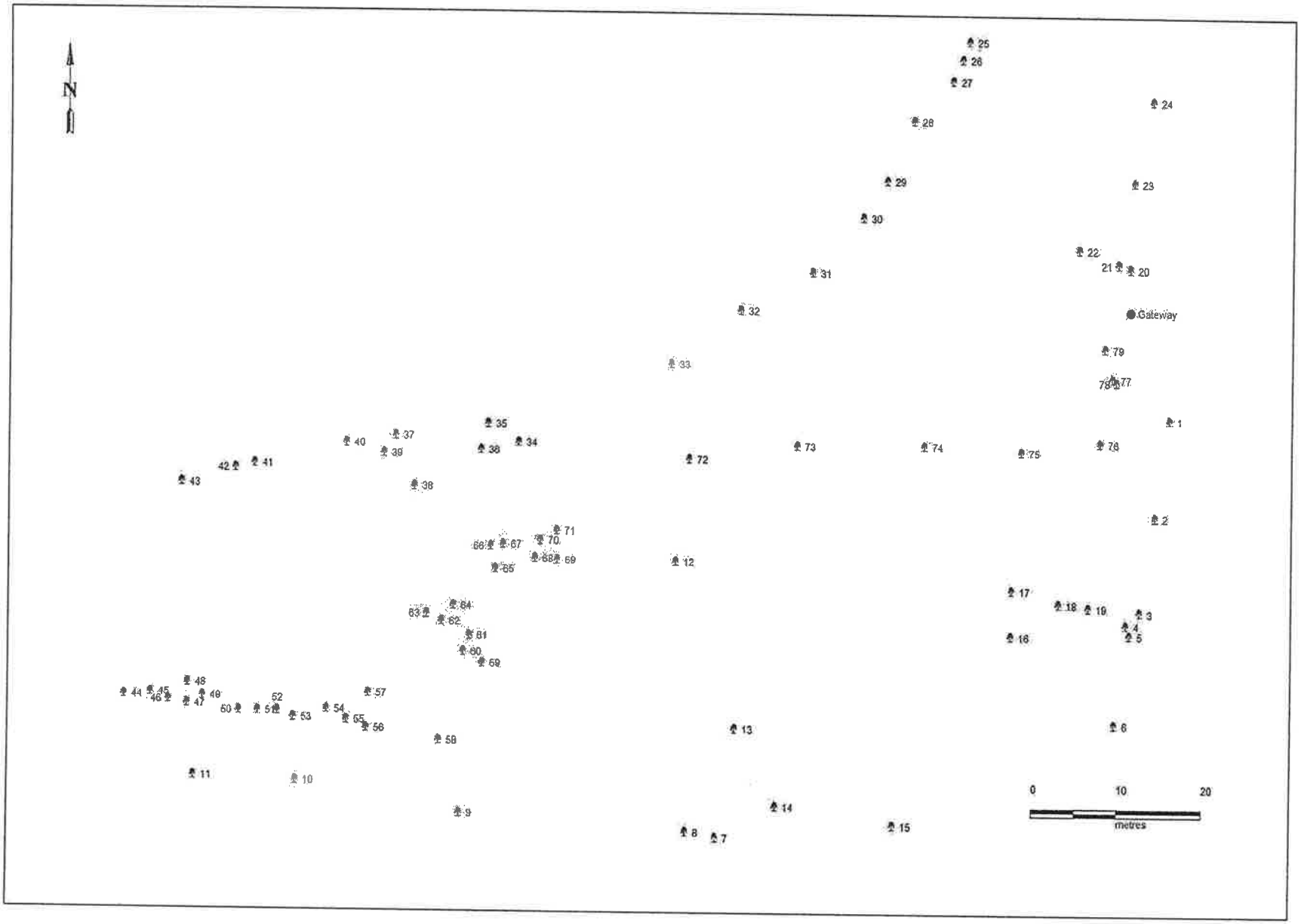


Diagram 2 – Tree Location Plan (2)
(Source: Australian Tree Consultants Pty Ltd 28/8/2006.- As plotted by GIS - Ref: Beacon Hill - ATC 07-97)

8.0 GENERAL RECOMMENDATIONS

8.1 Only general recommendations can be made for the management of these trees at this stage. It is proposed that tree protection measures will conform to current best practice.

8.2 In the event that changes are made to the proposed site development, individual specimens may require reassessment in the context of those changes.

8.3 For those trees identified to be retained, their actual locations should be accurately determined and protection measures installed prior to the development.

8.4 All pruning of trees to be retained should be carried out in accordance with AS4373. Included among such works is likely to be the need to raise the crown of at least one of the Moreton Bay figs on an adjacent property, in order to provide reasonable access to the site during construction and occupation of the site.

8.5 Protection of trees to be retained should be carried out in accordance with current best practice including: establishment of fenced tree protection zones prior to the commencement of site establishment, installation of mulch to protection zones around trees, supervision/monitoring of excavation close to trees, temporary irrigation to trees if required during extended dry periods.

9.0 OVERVIEW OF TREE MANAGEMENT PROCEDURES

The following sets out a summary of the main tree management measures that should be enacted to ensure adequate protection of the retained trees on this site. A detailed Tree Management Plan will be required once more detail is available regarding the nature of development on across the site.

9.1 SUMMARY

9.1.1 Witness & Hold Points - in order to monitor and manage activities near trees, a number of witness & hold points should be incorporated in the Contract Documentation. These should include:

- Protection enclosures installed and Tree Protection Zones established to trees to be retained prior to commencement of demolition works.
- Root pruning works to any trees, prior to backfilling.

9.2 DOCUMENTATION

9.2.1 The location of all Tree Protection Zones and Tree Protection Fencing should be identified on all construction drawings.

9.2.2 Preparation of a Tree Protection Plan addressing issues such as location of tree protection fencing, location of site facilities, location of materials storage and access for machinery across the site should be prepared as part of the Development Application for the site.

9.3 SITE MANAGEMENT

9.3.1 Implementation - All tree protective measures should be implemented before the commencement of demolition, excavation and building works.

9.3.2 Duration - Protect the trees and maintain the protective measures in place and in good order for the duration of the demolition, bulk earthworks and construction phases.

9.3.3 Tree Protection Zones - Establish Tree Protection Zones (TPZ) around all individual trees or groups of trees to be retained at the distances indicated on the Tree Protection Zone (see attached schedule) unless more specific recommendations are provided by the Project Arborist regarding appropriate setbacks.

9.3.4 Trees To Be Retained - these will be protected and managed within Tree Protection Zones enclosed by Tree Protection Fences (TPF) in accordance with industry best practise. This will include; a minimum 1800mm high galvanised chain wire fence with lockable gates to AS 1725 and clad with shade cloth to prevent wind blown debris. Fences to be located and installed to avoid damage to tree roots. TPF to be maintained during the all phases of work on site.

9.3.5 Enclosure Signs - Signage should be attached to each tree enclosure, defining limitations. Install tree protection signage to all sides of each tree enclosure.

9.3.6 Site Sheds – Generally locate site sheds outside of the dripzones of trees.

9.3.7 Harmful Materials - All materials will be stored outside of fenced TPZs. There will be no temporary storage or stockpiling of bulk materials and harmful materials within TPZ. Do not place spoil from excavations against tree trunks. Prevent wind-blown materials such as cement or other chemicals from harming trees and plants. Do not permit waste from washing of concreting tools or painter's waste to be disposed of anywhere within the TPZ or other disturbed areas to be incorporated into the final landscape works.

9.3.8 Excavation - Excavation for new works should avoid damage, disturbance or rocking the remaining root system. Roots should not be torn by backhoe or excavator buckets. Where roots greater than 50 mm diameter are encountered during excavation, roots shall be exposed by hand and cut by the Project Arborist. Roots will be cut cleanly using hand tools to avoid disturbance to surrounding roots. Wounds will not be treated with dressings or paint in accordance with current best practice.

9.3.9 Extent - Excavation for new work should extend no further than necessary for the construction.

9.3.10 Soil Moisture - Where roots are to be exposed for extended periods, soil within the rootzones of the trees will be assessed and adequate moisture levels maintained through temporary irrigation. Where required, a soil wetting agent such as Wettasoil will be applied conjunction with watering to ensure good moisture retention in the exposed soils.

9.3.11 Root Protection - Where excavation is to occur at the edge of the TPZ and is likely to exposes roots for extended periods, sheeting or a root curtain will be installed to prevent further damage or drying out of the roots. Sheeting shall extend the length of the cut face exposing roots. Adequate soil moisture levels will be maintained around the area of cut roots to promote adventitious root growth.

9.3.12 Backfilling - Backfill to trenches and around exposed roots will be with site soil or a loamy sand soil mix approved by the Superintendent.

9.3.13 Damage to Limbs and Bark - Damage from temporary powerlines, stays, guys and the like to trees will be avoid by ensuring these are not attached to trees.

9.3.14 Work Within Tree Protection Zones - Generally, excavation or construction equipment will not be permitted to operate from within the TPZs of trees to be retained. Where it is considered necessary to operate machinery within the TPZ, steel plates or timber planking will be installed within TPZ to avoid soil compaction and root damage.

Where operation of machinery with TPZs and close to tree trunks becomes necessary, trunk protection will be installed of affected trees, as shown below.

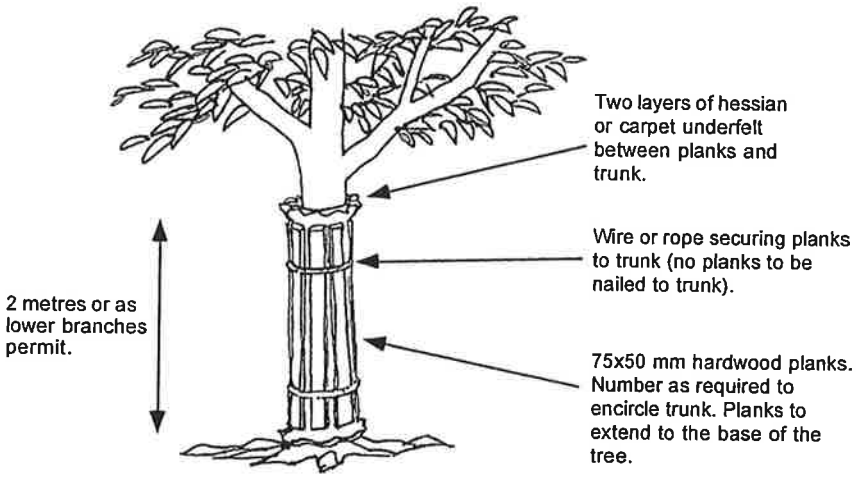


Diagram 1: Method of installing trunk protection.

9.3.15 TPF Removal - Temporary removal of tree protection enclosures during construction will only be permitted when work is required specifically within the enclosure, and only following written approval. The TPFs will be re-installed as soon as work is completed or if the area is to remain idle for more than 24 hours.

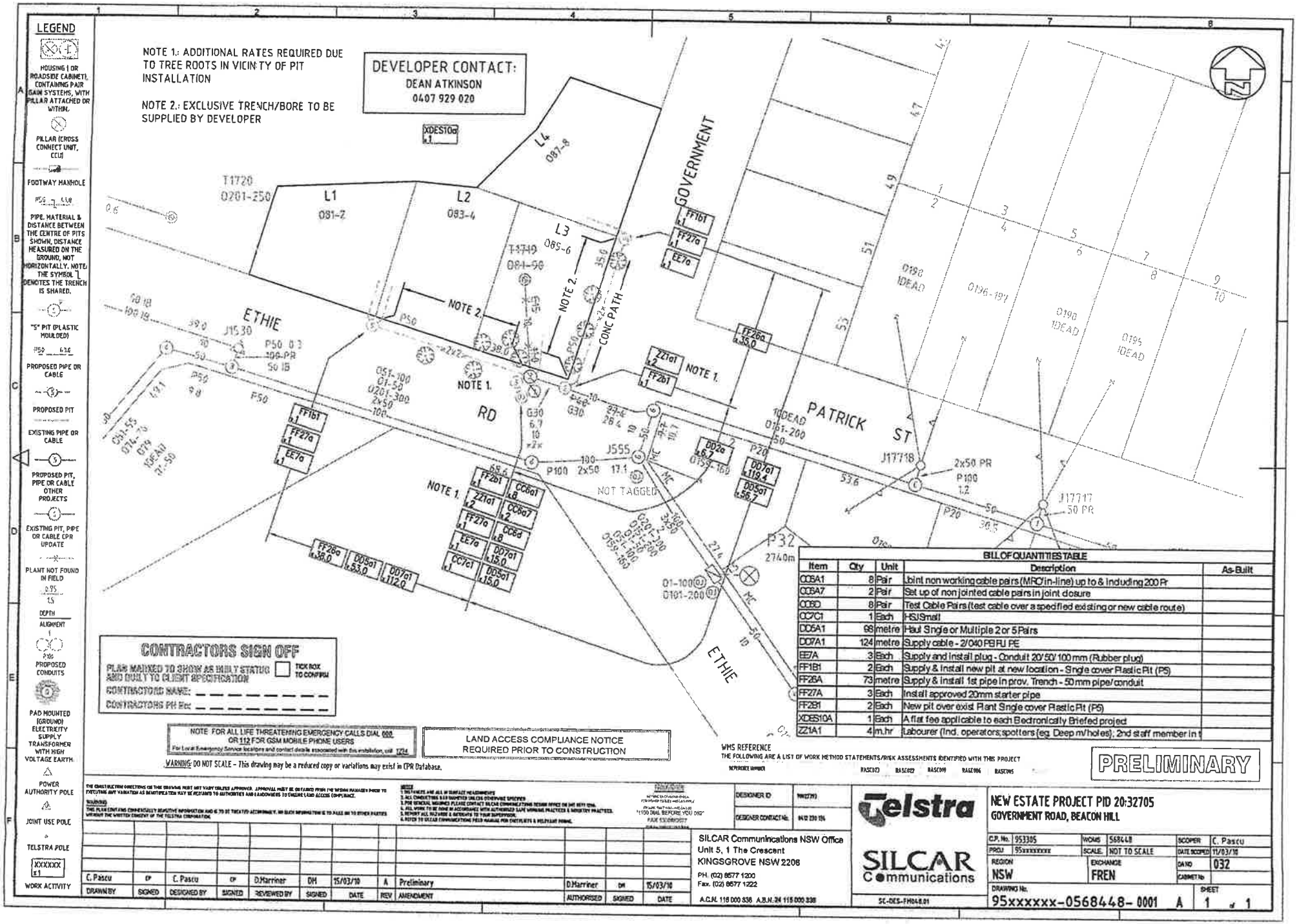
9.3.16 Machinery Damage to Limbs - Operators of backhoes, excavators or similar equipment are to avoid damage to tree limbs and trunks. Where alternative access is not readily available, branches will be tied back by the Project Arborist.

9.3.17 Trenches - Trenches for temporary or permanent underground utilities are to be located outside of the fenced off tree protection zones. In the event that underground services are to be located within a TPZ, the option of tunnelling or boring under trees will be investigated and implemented where feasible.

9.3.18 Compaction - Where compaction of the rootzone has occurred to an extent that will restrict root growth, assessed by penetrometer testing, soil decompaction techniques such as vertical mulching or hydraulic coring will be carried out.

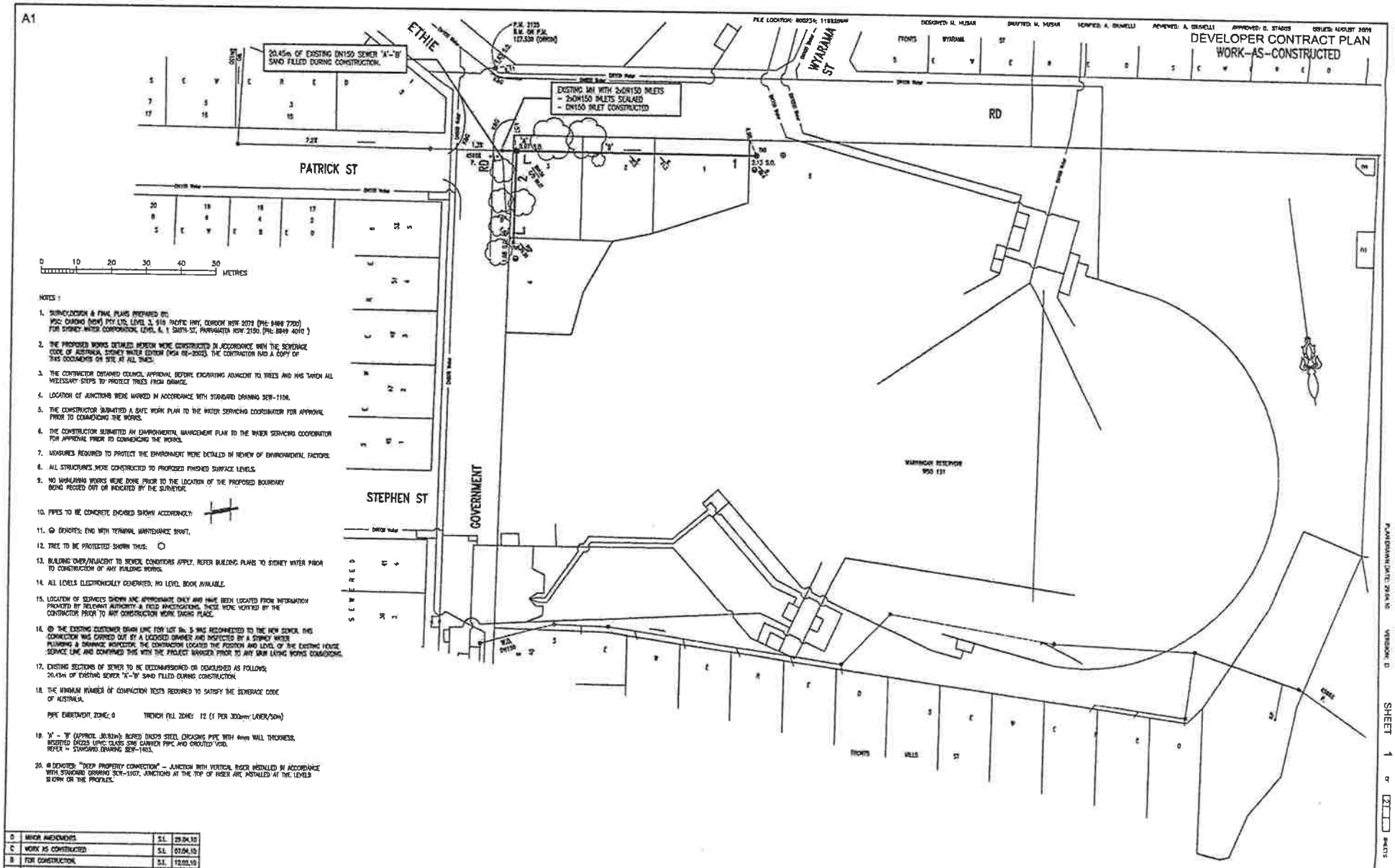
10.0 TREE SURGERY RECOMMENDATIONS

The attached tree assessment sheets identify some trees requiring remedial tree surgery. As a guide, the following information is included to provide a standard that should be required of the tree workers.


LEGEND
HOUSING (OR ROADSIDE CABINET), CONTAINING PAIR GAIN SYSTEMS, WITH PILLAR ATTACHED OR WITHIN.
PILLAR (CROSS CONNECT UNIT, CCU)
FOOTWAY MANHOLE
PIPE. MATERIAL & DISTANCE BETWEEN THE CENTRE OF PITS SHOWN, DISTANCE MEASURED ON THE GROUND, NOT HORIZONTALLY. NOTE: THE SYMBOL] DENOTES THE TRENCH IS SHARED.
"S" PIT (PLASTIC MOULDED)
PROPOSED PIPE OR CABLE
PROPOSED PIT
EXISTING PIPE OR CABLE
PROPOSED PIT, PIPE OR CABLE OTHER PROJECTS
EXISTING PIT, PIPE OR CABLE CPR UPDATE
PLANT NOT FOUND IN FIELD
DEPTH
ALIGNMENT
PROPOSED CONDUITS
PAD MOUNTED (GROUND) ELECTRICITY SUPPLY TRANSFORMER WITH HIGH VOLTAGE EARTH
POWER AUTHORITY POLE
JOINT USE POLE
TELSTRA POLE
WORK ACTIVITY
NOTE 1.: ADDITIONAL RATES REQUIRED DUE TO TREE ROOTS IN VICINITY OF PIT INSTALLATION
NOTE 2.: EXCLUSIVE TRENCH/BORE TO BE SUPPLIED BY DEVELOPER
DEVELOPER CONTACT:
DEAN ATKINSON
0407 929 020
GOVERNMENT
ETHIE
PATRICK ST
RD
CONC PATH
NOT TAGGED
L1
L2
L3
L4
NOTE 1.
NOTE 2.
CONTRACTORS SIGN OFF
PLAN MARKED TO SHOW AS BUILT STATUS AND BUILT TO CLIENT SPECIFICATION
TICK BOX TO CONFIRM
CONTRACTORS NAME:
CONTRACTORS PH No:
NOTE FOR ALL LIFE THREATENING EMERGENCY CALLS DIAL 000 OR 112 FOR GSM MOBILE PHONE USERS
For Local Emergency Service locations and contact details associated with this installation, call 1224
LAND ACCESS COMPLIANCE NOTICE
REQUIRED PRIOR TO CONSTRUCTION
WARNING: DO NOT SCALE – This drawing may be a reduced copy or variations may exist in CPR Database.
WMS REFERENCE
THE FOLLOWING ARE A LIST OF WORK METHOD STATEMENTS/RISK ASSESSMENTS IDENTIFIED WITH THIS PROJECT
REFERENCE NUMBER
RASC073
RASC022
RASC099
RASC096
RASC095
PRELIMINARY
BILL OF QUANTITIES TABLE
Item | Qty | Unit | Description | As-Built
CC6A1 | 8 | Pair | Joint non working cable pairs (MRO in-line) up to & including 200 Pr
CC6A7 | 2 | Pair | Set up of non jointed cable pairs in joint closure
CC6D | 8 | Pair | Test Cable Pairs (test cable over a specified existing or new cable route)
CC7C1 | 1 | Each | HSJ Small
DD5A1 | 98 | metre | Haul Single or Multiple 2 or 5 Pairs
DD7A1 | 124 | metre | Supply cable - 2/040 PEFU PE
EE7A | 3 | Each | Supply and install plug - Conduit 20' 50/100 mm (Rubber plug)
FF1B1 | 2 | Each | Supply & Install new pit at new location - Single cover Plastic Pit (P5)
FF26A | 73 | metre | Supply & install 1st pipe in prov. Trench - 50 mm pipe/conduit
FF27A | 3 | Each | Install approved 20mm starter pipe
FF2B1 | 2 | Each | New pit over exist Plant Single cover Plastic Pit (P5)
XDES10A | 1 | Each | A flat fee applicable to each Electronically Briefed project
ZZ1A1 | 4 | m.hr | Labourer (Ind. operators; spotters (eg. Deep m/holes), 2nd staff member in t
C. Pascu | CP | C. Pascu | CP | D.Marriner | DM | 15/03/10 | A | Preliminary
DRAWN BY | SIGNED | DESIGNED BY | SIGNED | REVIEWED BY | SIGNED | DATE | REV | AMENDMENT
D.Marriner | DM | 15/03/10
AUTHORISED | SIGNED | DATE
DESIGNER ID | DESIGNER CONTACT No.
SILCAR Communications NSW Office
Unit 5, 1 The Crescent
KINGSGROVE NSW 2208
PH. (02) 8577 1200
Fax. (02) 8577 1222
A.C.N. 115 000 336 A.B.N. 24 115 000 336
Telstra
SILCAR Communications
SC-DES-FH04.0.01
NEW ESTATE PROJECT PID 20:32705
GOVERNMENT ROAD, BEACON HILL
C.P. No. 953305 | WONS 568448 | SCOPER C. Pascu
PROJ 95xxxxxx | SCALE NOT TO SCALE | DATE SCOPED 11/03/10
REGION NSW | EXCHANGE FREN | DANO 032
CABINET No.
DRAWING No. 95xxxxxx-0568448- 0001 A
SHEET 1 of 1

A1

DEVELOPER CONTRACT PLAN
WORK-AS-CONSTRUCTED



NOTES :

1. SURVEY,DESIGN & FINAL PLANS PREPARED BY:
   WSC CIVIL (NSW) PTY LTD, LEVEL 3, 616 PACIFIC HWY, GORDON NSW 2072 (PH: 9498 2700)
   FOR SYDNEY WATER CORPORATION, LEVEL 6, 1 SMITH ST, PARRAMATTA NSW 2150. (PH: 8849 4010)
2. THE PROPOSED WORKS DETAILED HEREON WERE CONSTRUCTED IN ACCORDANCE WITH THE SEWERAGE CODE OF AUSTRALIA, SYDNEY WATER EDITION (WSA 02-2002). THE CONTRACTOR HAD A COPY OF THIS DOCUMENTS ON SITE AT ALL TIMES.
3. THE CONTRACTOR OBTAINED COUNCIL APPROVAL BEFORE EXCAVATING ADJACENT TO TREES AND HAS TAKEN ALL NECESSARY STEPS TO PROTECT TREES FROM DAMAGE.
4. LOCATION OF JUNCTIONS WERE MARKED IN ACCORDANCE WITH STANDARD DRAWING SEW-1106.
5. THE CONSTRUCTOR SUBMITTED A SAFE WORK PLAN TO THE WATER SERVICING COORDINATOR FOR APPROVAL PRIOR TO COMMENCING THE WORKS.
6. THE CONSTRUCTOR SUBMITTED AN ENVIRONMENTAL MANAGEMENT PLAN TO THE WATER SERVICING COORDINATOR FOR APPROVAL PRIOR TO COMMENCING THE WORKS.
7. MEASURES REQUIRED TO PROTECT THE ENVIRONMENT WERE DETAILED IN REVIEW OF ENVIRONMENTAL FACTORS.
8. ALL STRUCTURES WERE CONSTRUCTED TO PROPOSED FINISHED SURFACE LEVELS.
9. NO MARKS/PEGS WERE DONE PRIOR TO THE LOCATION OF THE PROPOSED BOUNDARY BEING PEGGED OUT OR INDICATED BY THE SURVEYOR.
10. PIPES TO BE CONCRETE ENCASED SHOWN ACCORDINGLY:
11. ⊛ DENOTES: END WITH TERMINAL MAINTENANCE SHAFT.
12. TREE TO BE PROTECTED SHOWN THUS: ○
13. BUILDING OVER/ADJACENT TO SEWER, CONDITIONS APPLY. REFER BUILDING PLANS TO SYDNEY WATER PRIOR TO CONSTRUCTION OF ANY BUILDING WORKS.
14. ALL LEVELS ELECTRONICALLY GENERATED; NO LEVEL BOOK AVAILABLE.
15. LOCATION OF SERVICES SHOWN ARE APPROXIMATE ONLY AND HAVE BEEN LOCATED FROM INFORMATION PROVIDED BY RELEVANT AUTHORITY & FIELD INVESTIGATIONS. THESE WERE VERIFIED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION WORK TAKING PLACE.
16. ⊛ THE EXISTING CUSTOMER DRAIN LINE FOR LOT No. 5 WAS RECONNECTED TO THE NEW SEWER. THIS CONNECTION WAS CARRIED OUT BY A LICENSED DRAINER AND INSPECTED BY A SYDNEY WATER PLUMBING & DRAINAGE INSPECTOR. THE CONTRACTOR LOCATED THE POSITION AND LEVEL OF THE EXISTING HOUSE SERVICE LINE AND CONFIRMED THIS WITH THE PROJECT MANAGER PRIOR TO ANY MAIN LAYING WORKS COMMENCING.
17. EXISTING SECTIONS OF SEWER TO BE DECOMMISSIONED OR DEMOLISHED AS FOLLOWS;
    20.45m OF EXISTING SEWER 'A'-'B' SAND FILLED DURING CONSTRUCTION.
18. THE MINIMUM NUMBER OF COMPACTION TESTS REQUIRED TO SATISFY THE SEWERAGE CODE OF AUSTRALIA.

    PIPE EMBEDMENT, ZONE: a TRENCH FILL ZONE: 12 (1 PER 300mm LAYER/50m)
19. 'A' - 'B' (APPROX. 20.82m): BORED DN375 STEEL CASING PIPE WITH 4mm WALL THICKNESS, INSERTED DN225 UPVC CLASS SN8 CORRUGATED PIPE AND GROUTED VOID.
    REFER TO STANDARD DRAWING SEW-1403.
20. ⊛ DENOTES: "DEEP PROPERTY CONNECTION" – JUNCTION WITH VERTICAL RISER INSTALLED IN ACCORDANCE WITH STANDARD DRAWING SEW-1107. JUNCTIONS AT THE TOP OF RISER ARE INSTALLED AT THE LEVELS SHOWN ON THE PROFILES.

No.	AMENDMENT DESCRIPTION	BY	DATE
D	MINOR AMENDMENTS	S.L	29.04.10
C	WORK AS CONSTRUCTED	S.L	07.04.10
B	FOR CONSTRUCTION	S.L	12.02.10
A	ISSUED FOR APPROVAL	M.M.	12.10.09

PLAN TO BE READ IN CONJUNCTION WITH CURRENT SYDNEY WATER STANDARDS
SYDNEY WATER CORPORATION

PRIOR TO COMMENCEMENT OF EXCAVATION FOR PROPOSED AND EXISTING SERVICES CONTACT :
DIAL BEFORE YOU DIG ... Ph. 1100
ELECTRICITY, SYDNEY ADVANCE ... Ph. 9693 3888
GAS ... JEMENA, GAS NORTH ... Ph. 1300 300 245
TELECOMMUNICATIONS ... TELSTRA ... Ph. 1800 174 413
SYDNEY WATER ... Ph. 9845 3888
09:00 AT LEAST 48 HOURS NOTICE.

UTILITIES

TYPE		DATE	REF.	TYPE	DATE	REF.
WATER	DN100 Water	04.08.09	16424213			
SEWER	1 ——— 3	04.08.09	16424213			

WORK AS CONSTRUCTED CERTIFICATION

DEVELOPER: SYDNEY WATER CORPORATION
WATER SERVICE CO-ORDINATOR: CARDNO (NSW) PTY LTD.
CONSTRUCTOR: DESIGN PTY LTD
COMPLETED: 05.04.2010 W.A.E.L PREPARED: 07.04.2010
DESIGNER: CARDNO (NSW) PTY LTD.
CERTIFY THAT THE WORKS ARE/HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE DRAWING AS CONSTRUCTED DRAWINGS.
DESIGNER/HEAD ... /9

PIPE SCHEDULE

PIPE No.	TYPE	DIAM.	TYPE JOINT	LENGTH	TYPE JOINT
150	U.P.V.C.	DN4	RUBBER RING	100.41	RUBBER RING

NO BOUNDARY TRAPS REQUIRED.

AUSTRALIAN HEIGHT DATUM
SCALES
PLAN 1:500, SECTION (HOR. 1:500, VERT. 1:100)
CROSS SECTIONS (HOR. , VERT.)

NO AMENDMENTS ARE TO BE MADE TO THIS PLAN WITHOUT REFERENCE TO SYDNEY WATER.

WSA SPECIFICATION ... May 02-07 (3.1 w.E.dition)
SHEET 1 OF 2 | File No. N/A

Sydney WATER — SYDNEY WATER CORPORATION

Case No. 116225WW

WARRINGAH SEWERAGE
BROOKVALE AREA 13
DRAINS TO
NARRABEEN SUBM. - N.S.O.O.S.

PLAN DRAWING DATE: 29.04.10 VERSION: D SHEET 1 OF 2 SHEETS

10.1 All pruning work should be in accordance with the Australian Standard for Pruning Amenity Trees AS 4373 - 1996 and as described below.

10.2 A minimum amount of foliage should be removed to achieve the required pruning objective.

10.3 All tree surgery work should be carried out by a qualified arborist. The following should serve as a guide for the standard of pruning work:

10.3.1 When removing a live branch, at all times cuts must be made just outside of the branch collar or at approximately the same angle where no collar exists. Do not damage the collar or branch bark ridge or leave a protruding stub (refer to Diagram 2 below).

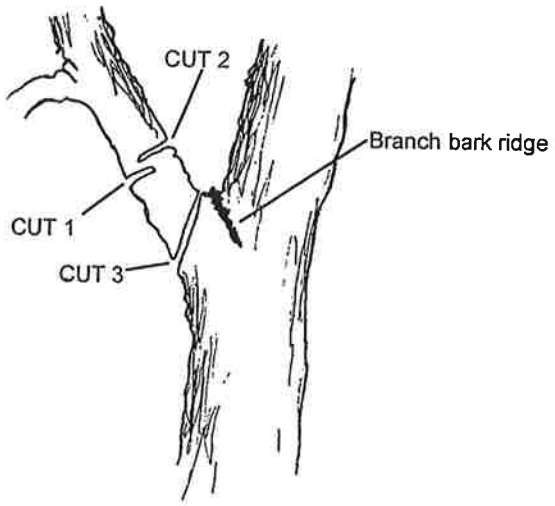


Diagram 2: Removal of branches will involve cutting the branch back to but just outside of the collar. For larger branches, the step cuts shown here will be followed to avoid tearing bark away from the collar.

10.3.2 Wounds to live tissue will be minimised. During deadwood removal, cuts will be made outside of the collar, consistent with "target pruning techniques", avoiding damage to the live cambium tissue.

10.3.3 Cuts close to the sites of existing decayed tissue will be avoided where possible to reduce the risk of spreading decay pathogens.

10.3.4 All pruning will be carried out without the use of climbing spurs or other tools that might injure the bark or conductive tissue of the trees.

10.3.5 Dressings or paints will not be applied to wounds in accordance with current industry best practise.

EnergyAustralia™ We're on it

DO&R Division
Operations North
Local Address
51-59 Bridge Road
Hornsby NSW 2077

Telephone: (02) 9981 9922
Facsimile: (02) 9981 9918

08/07/2009

Dean Atkinson
Cardno (NSW) Pty Ltd
Level 3, Cardno Building
910 Pacific Highway
Gordon NSW 2072

Dear Dean

Re: Notification of Satisfactory Arrangements for Lot1 DP 635480, 40-50 Government Rd Beacon Hill - Application for the provision of electricity.

I refer to your letter of 03/07/2009 reference **600234-LO-01 da** and wish to advise that satisfactory arrangements have been made with EnergyAustralia for the provision of overhead electricity supply from the existing low voltage network to lots 1-4 in the proposed subdivision.

Accordingly, no objection is raised to Warringah Councils release of the linen plan to allow dedication of the subdivision.

The issue of this Notification is subject to the establishment of all necessary easements pursuant to the provisions of Section 88B of the Conveyancing Act, 1919 as amended, and in the case of Community Land Development the lodgement of a suitable Management Statement and corresponding working plan in accordance with Section 36 of the Community Land Development Act, 1989. It is also subject to EnergyAustralia's Requirements for Electricity Supply to Developments as detailed in publication ES 10. In particular, it is noted that provision is made in the said Requirements for the payment of an additional cash contribution under conditions as set out in that document.

Yours Faithfully,

Peter Kramel

Peter Kramel
Engineering Officer - Planning and Supply Negotiations - Northern Beaches
DO&R – Operations North

Jemena Asset
Management Pty Ltd
ABN 53 086 013 461

100 Bennelong Rd
Sydney Olympic Park
NSW 2127
PO Box 6507
Silverwater NSW 2128
T +61 2 9397 9000
F +61 2 9397 9999
www.jemena.com.au

14 October 2010

Cardno Pty Ltd
Level 3. 910 Pacific Highway
Gordon NSW 2072

Our Ref: P35717 Government Rd Beacon Hill

Attention : Mr. Dean Atkinson

Dear Sir

Please be advised that the requirements of Jemena Asset Management Pty Ltd have been met in regards to the above mentioned Sub-Division. The internal reticulation of natural gas has been completed and approved in this stage.

Should you require any further information please feel free to contact me (02) 9397 9151.

Yours sincerely

Gary Bingley

Gary Bingley
Customer Initiated Programs Manager

Jemena Asset Management Pty Ltd
100 Benelong Parkway
Sydney Olympic Park NSW 2127

HARD & FORESTER
HARD & FORESTER

Level 1
23-25 Frederick Street
PO Box 175
Rockdale NSW 2216

t: 02 9597 9700
f: 02 9599 2146
e: survey@hardforester.com.au
w: www.hardforester.com.au

27th September 2012

Sydney Water Corporation Limited
Level 11
1 Smith Street
Parramatta, NSW, 2150

RE: Identification Survey of Lot 52 in DP1175875 at Beacon Hill

In accordance with your instructions, I have made a survey of the above property for identification purposes.

I have surveyed the land comprised in Certificate of Title Folio Identifier 52/1175875 being Lot 52 in Deposited Plan 1175875. The land is at Beacon Hill in the Local Government Area of Warringah Parish of Manly Cove and County of Cumberland and shown edged red in the accompanying sketch.

The subject land is vacant of any residences or buildings.

Title dimensions, together with further particulars sufficient for the purposes of identifying the subject land, are indicated in the sketch.

There are no covenants or easements noted on the Certificate of Title Folio Identifier.

Fencing is as shown in the sketch and apart from any irregularities in fencing and as shown or stated above, there are no apparent encroachments by or upon the land.

Should additions or further improvements be erected on the property after the date of this letter, the boundaries of the land should be marked.

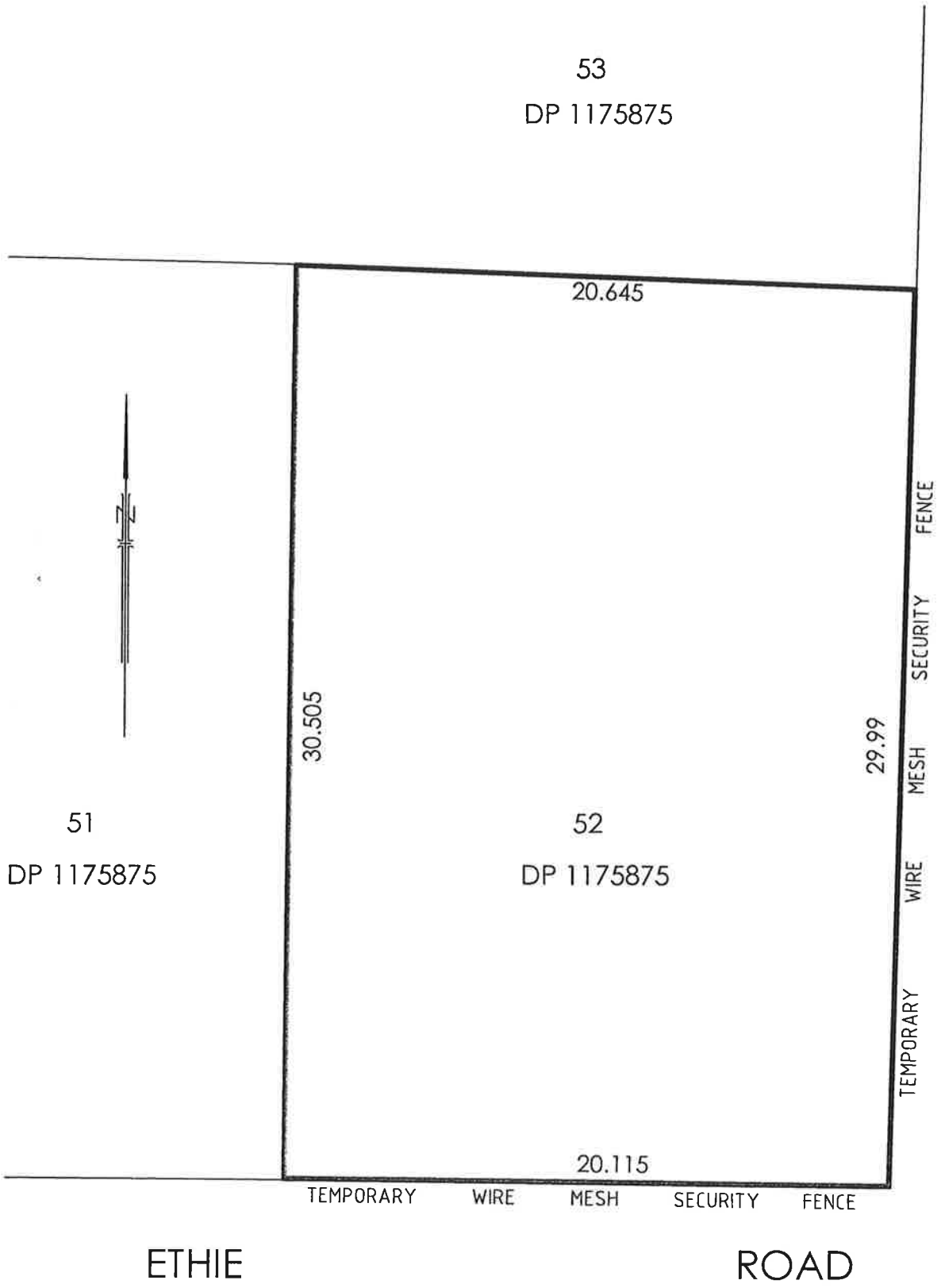
HARD & FORESTER PTY LTD

Matthew Cleary
Surveyor Registered under
the Surveying and Spatial
Information Act 2002

BSI ISO 9001 AS 4801 ISO 14001
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Peter W Cornish B. Surv M.I.S. (Aust)
Julian A Bosman A. I.S. (Aust)
ABN 67 003 541 348
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SKETCH



This Sketch is to be used for identification purposes only and in conjunction with the written report.

Date 27/9/2012

Our Ref. 115521_Ident_52

Page 2 of 2 Pages

Hard & Forester Pty Ltd ABN: 67 003 541 348

PER _____

Registered Surveyor