



Business Papers 2024

MID-WESTERN REGIONAL COUNCIL

SEPARATELY ATTACHED ATTACHMENTS

*A prosperous and progressive
community we proudly call home*



ATTACHMENTS

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MID-WESTERN REGIONAL COUNCIL
PO Box 156, MUDGEE NSW 2850
86 Market Street, Mudgee | 109 Herbert Street, Gulgong | 77 Louee Street, Rylstone
T 1300 765 002 or 02 6378 2850 | F 02 6378 2815
E council@midwestern.nsw.gov.au

Statement of Environmental Effects

Pro-forma for minor development

ABOUT THIS FORM

This statement must be completed by the applicant and/or their representative to comply with the requirement of Section 4.15 of the *Environmental Planning and Assessment Act, 1979*. The completed statement must accompany the Development Application and accompanying plans.

Each of the following categories must be completed for all forms of development, building works or activity requiring development consent. The level of detail required will depend upon the nature and scale of the proposed development. Should you be uncertain of any aspect, you should contact Council's Planning and Development Group for advice.

1. PROPERTY DETAILS

Lot Number Lot 3	Section no. Property No: 8207	DP / SP DP 737071
Unit / Street number 14	Street name Perry Street,	
Suburb / Locality MUDGEE		Postcode 2850

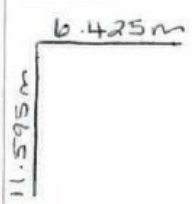
2. DESCRIPTION OF THE PROPOSAL

What is the proposed development?

Erection of a Boundary Fence.

Describe your proposal in detail. (Include details such as whether the development will use whole or part of the building(s) or land(s), whether new buildings are proposed, the physical features of the proposed building(s), the nature of the building(s) [eg office, retail industrial etc], materials and colour scheme, signage, disabled access and facilities, seating capacity, tree or vegetation removal).

Boundary Fence will be an 'L' design approximately 11.595m x 6.425m. The 11.595m side has already been constructed as originally instructed by council when told the project was an exempt development. Construction is of hardwood timber palings with iron posts. Its height is 1.8 metres. There is no tree or vegetation removal. Shrubs may be planted along side the fence. The fence is not touching Lovejoy House which is classed as heritage, but goes alongside the veranda of the coffee shop building adjoining Lovejoy House. The coffee shop building was only built 30-35 years ago, and hence is not heritage, although it compliments the Lovejoy House building. It has different bricks, brick size, mortar, windows and no corbells. See site Plan Maps 1+2



see pictures 1, 2, 3, 4, 5, 6.

STATEMENT OF ENVIRONMENTAL EFFECTS | MID-WESTERN REGIONAL COUNCIL

3. DESCRIPTION OF THE SITE

What is the area of the site?

727m²

Describe the site (elaborate on the information provided on the site analysis plan. Include information such as the physical features of the site, for example slope and vegetation, existing services).

The site comprises 'Lovejoy House' occupying Steve Flynn Solicitors and 14, Lovejoy Village which comprises 6 offices and 1 unit. The site is flat with verandas around the buildings, a footpath leading to the verandas and the rest is lawn/gardens.

Describe the use of lands adjoining the site. Will the proposal impact on adjoining property? (Consider issues such as noise, privacy, overland flow of stormwater and other amenity impacts).

The proposal of erecting a boundary fence is to eliminate NOISE and TRESPASSING, coming from the coffee shop patrons onto our site; with the scattering of pushbikes and children riding trikes on our lawn and footpath – this makes it hard for clients to attend appointments with the various tenants occupying my rental offices. A lot of these clients are elderly and need to be able to walk along the footpath without hindrance of bikes or being run into by trikes. This is a case of occupational health and safety with elderly people placed in a situation of tripping and breaking a hip. The fence will also lower the noise level coming from the coffee shop.

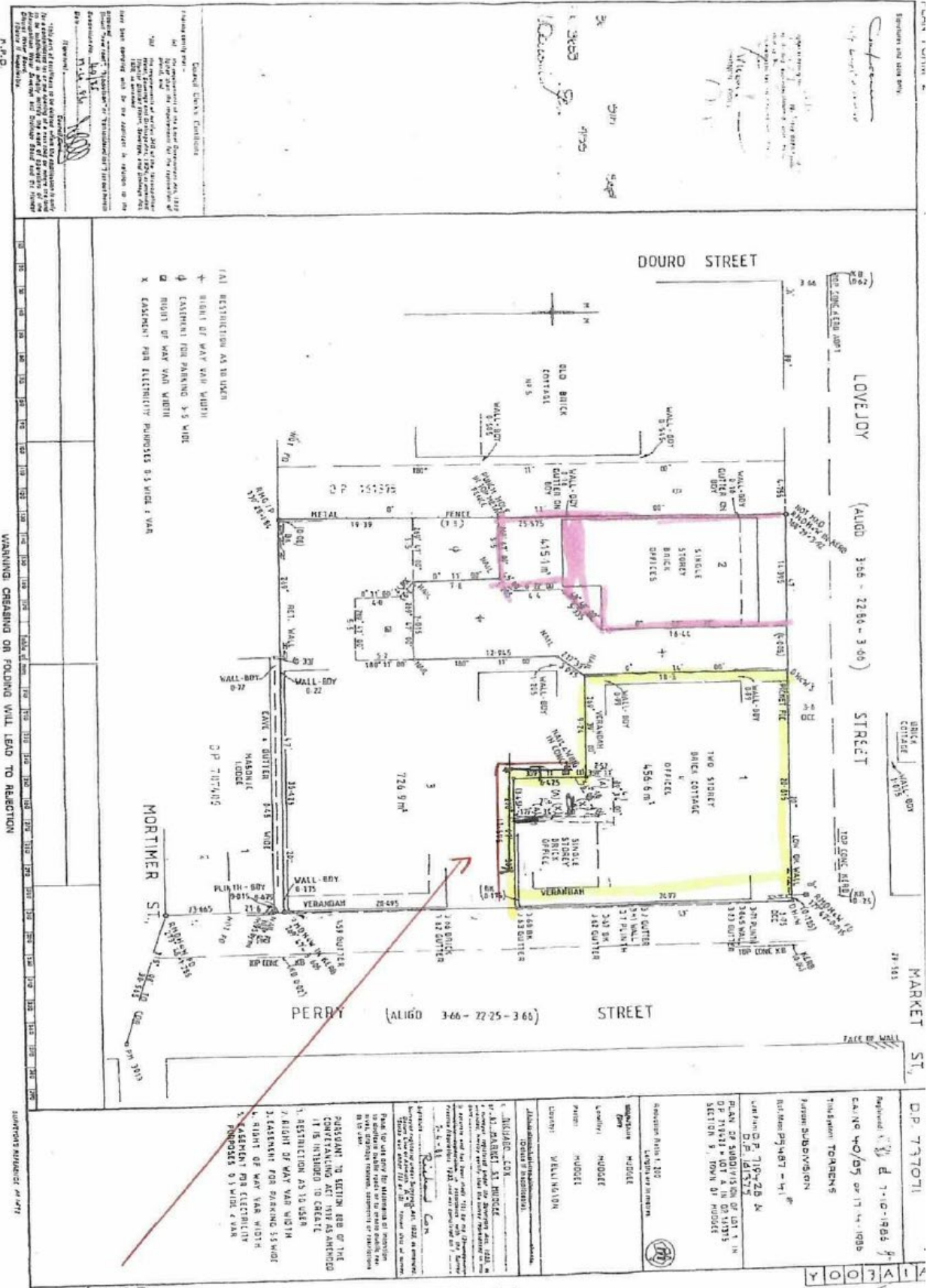
4. PRESENT AND PREVIOUS USES

What is the present use of the site and when did this use commence? Did this use receive development consent?

Coffee shop – 4 years operating

The erection of the fence will keep the elements of wind/rain off the coffee patrons – very beneficial

List the previous uses of the site.



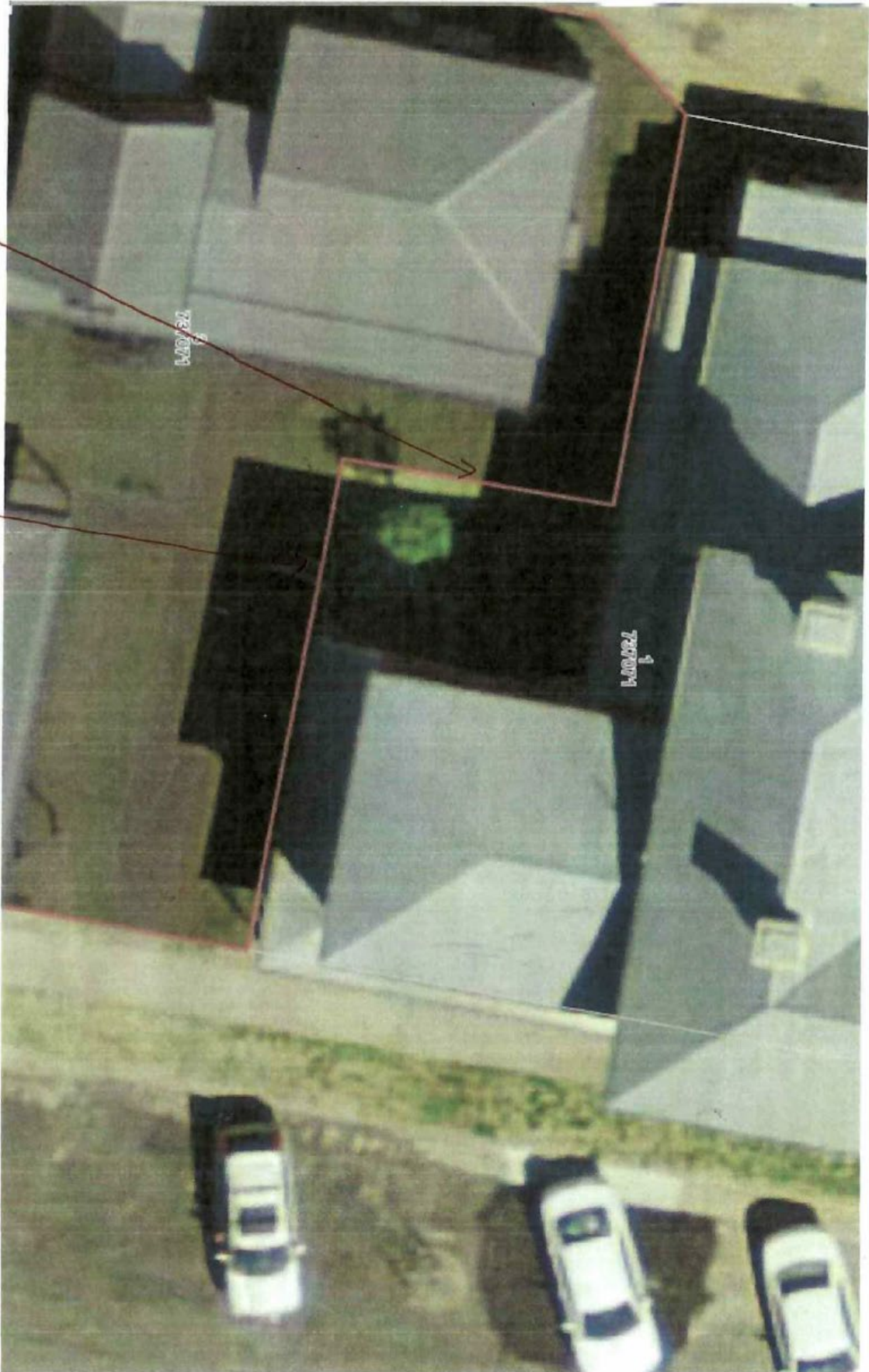
6.425m
 ← already erected.
 W565-11

ERECTION OF BOUNDARY FENCE FOR MR + MRS STEWART LOVEJOY VILLAGE 14 PERRY ST.

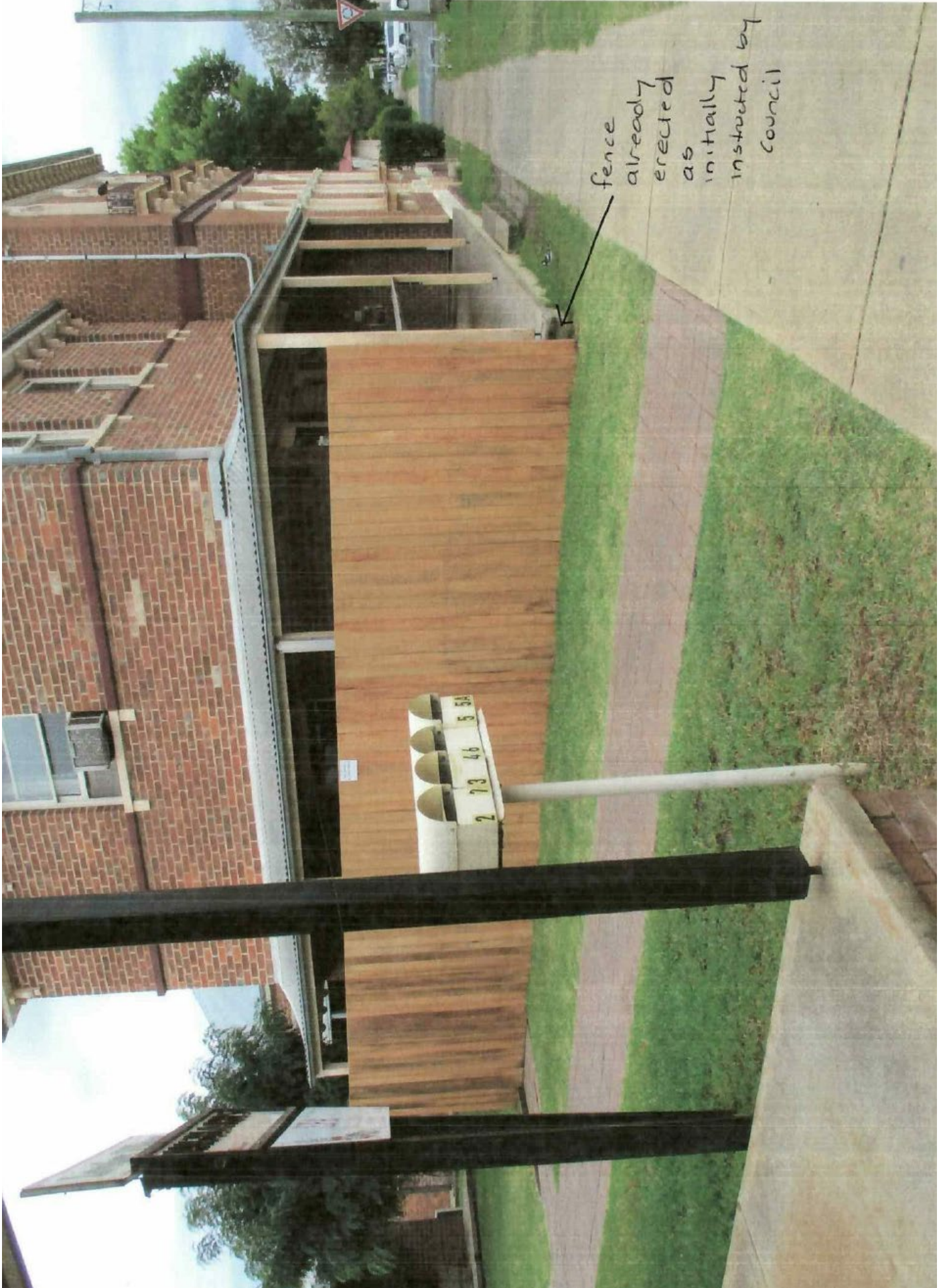
This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

7th October, 1988

BOUNDARY
FENCE



ERECTION OF BOUNDARY FENCE
FOR MR + MRS STEWART - LOVEJOY VILLAGE



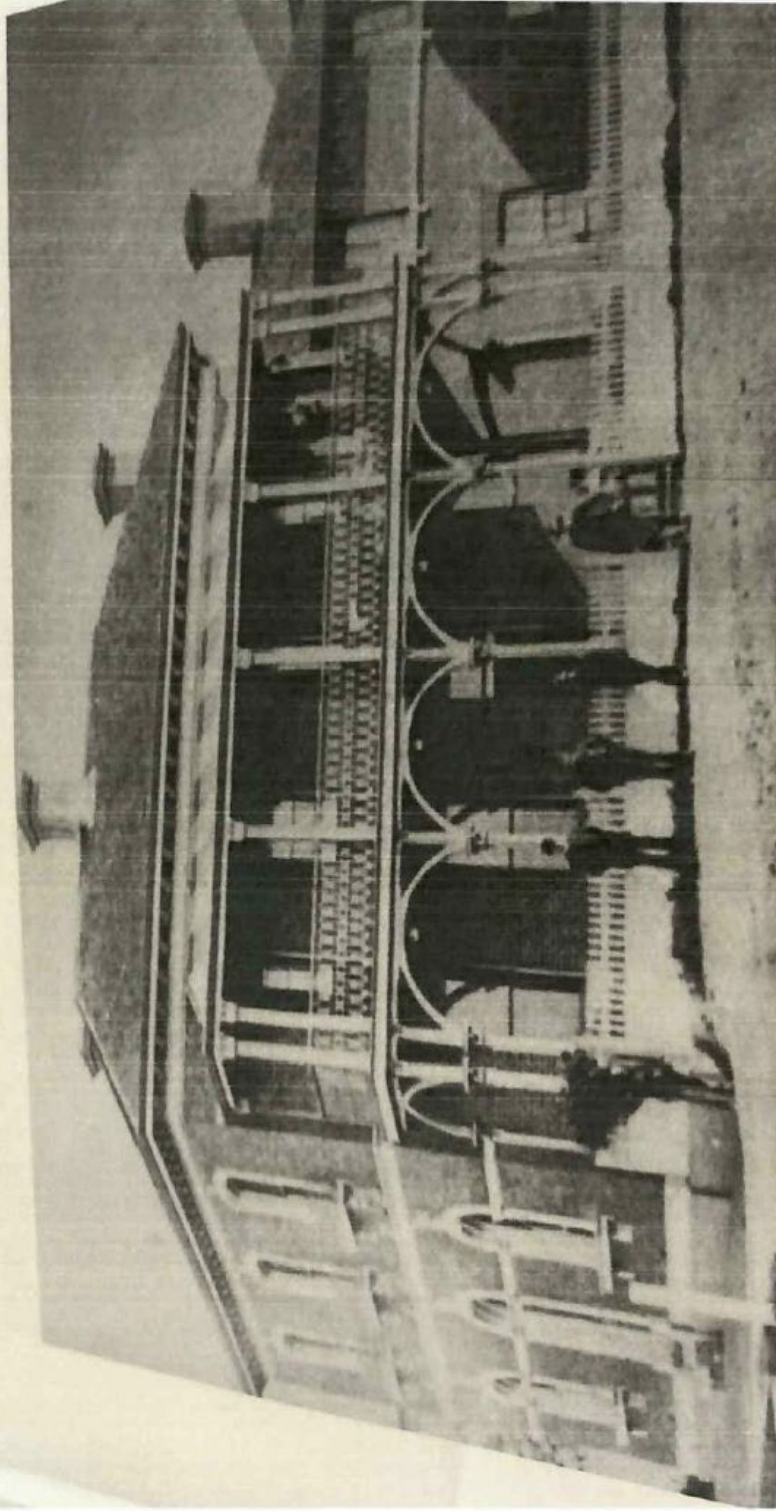
Picture 2



2



Rural Bank in Market Street. 1967. Previously Bank of New South Wales.
Now Hannaford, Cox, Connellan and McFarland Solicitors

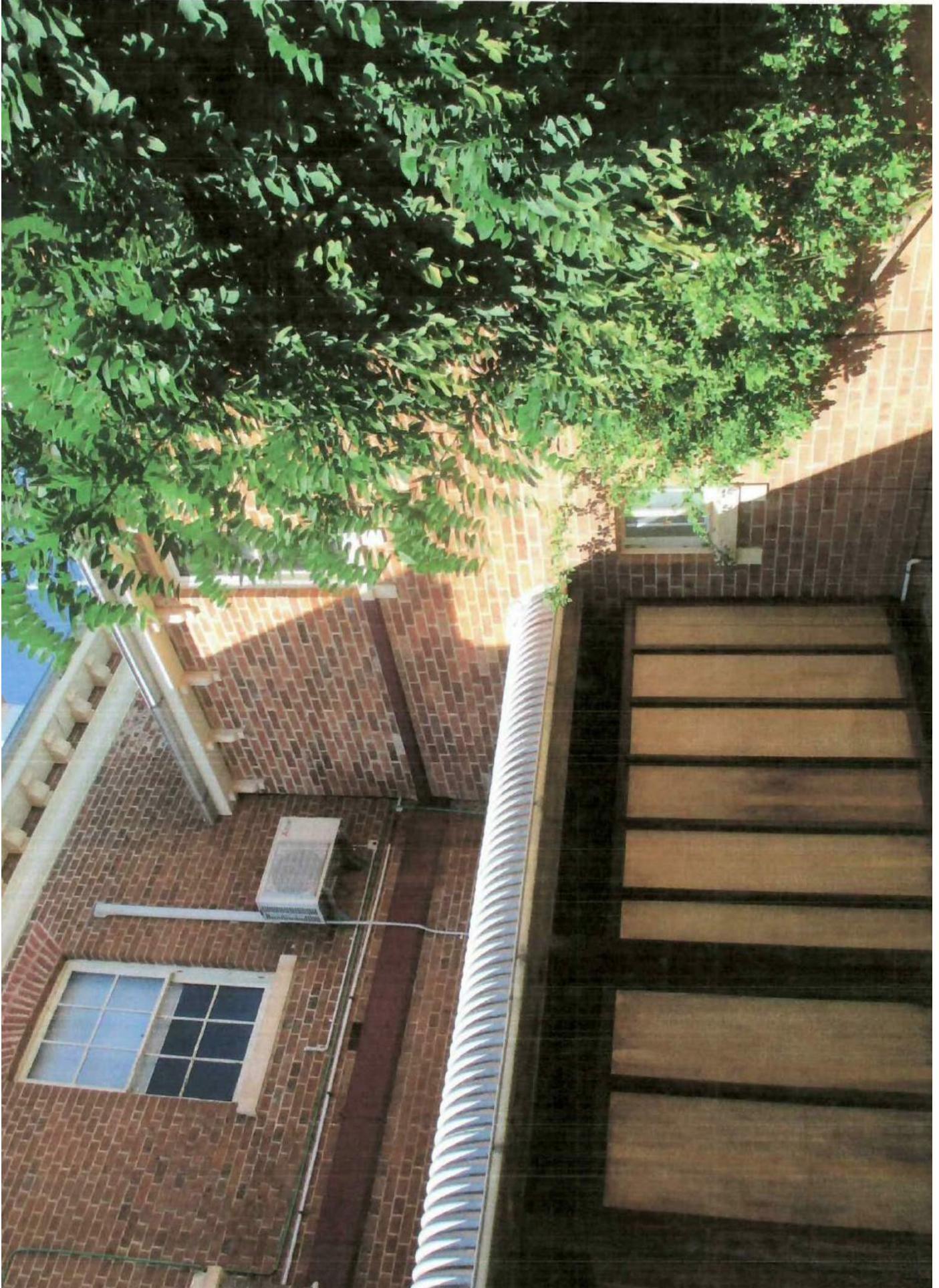


↑ Australian Joint Stock Bank. Corner of Perry & Lovejoy Streets, c.1870'
Built 1866. Now Flynn's Solicitors

no coffee shop
here. originally -
only a recent
addition



6.
Back
of
caff,
sine



STATEMENT OF ENVIRONMENTAL EFFECTS | MID-WESTERN REGIONAL COUNCIL

Have any potentially contaminating activities been undertaken on the property? (Apart from obvious activities such as petrol bowsers and industries, there may be less obvious sources of contamination such as asbestos disposal, old sheep dips and sawmills).

No

Yes – please identify:

If yes, you will need to provide the relevant documentation as outlined in Council's Development Control Plan (DCP).

5. ENVIRONMENTAL CONSTRAINTS

Has the proposed development been designed to respond to the following environmental constraints, where applicable? (Indicate yes, no, or not applicable to each of the following).

	YES	NO	NOT APPLICABLE
Flooding	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Bushfire (if yes, is a bushfire report included in your application?) <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Groundwater vulnerability	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sensitive biodiversity	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Saline soils	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Threatened species or habitat	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Minimise vegetation removal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If yes to any of the above, indicate how the proposed development responds to the constraints

No removal of trees/vegetation necessary.

6. UTILITIES AND SERVICES

Provide details of the existing and proposed method of **stormwater** disposal.

N/A

Provide details of proposed **electricity** supply.

N/A

Provide details of proposed **water** supply.

N/A

STATEMENT OF ENVIRONMENTAL EFFECTS | MID-WESTERN REGIONAL COUNCIL

Provide details of proposed bushfire firefighting water supply, where relevant.

N/A

Provide details of proposed sewage management.

N/A

7. OPERATIONAL AND MANAGEMENT DETAILS (E.G. HOME BUSINESS)

NOTE: This section is not applicable to the construction of a dwelling-house, additions and alterations to a dwelling-house or structures ancillary to a dwelling-house.

Describe in detail the proposed business activity.

[Empty box for describing business activity]

Total number of staff	Max no. of staff on duty at any one time	Max no. of clients / customers expected in a day	Max no. of clients / customers expected at any one time
[Empty box]	[Empty box]	[Empty box]	[Empty box]

Hours and days of operation

[Empty box]	AM	to	[Empty box]	PM	Monday to Friday
[Empty box]	AM	to	[Empty box]	PM	Saturday
[Empty box]	AM	to	[Empty box]	PM	Sunday
[Empty box]	AM	to	[Empty box]	PM	Extended hours on: [Empty box]

What are the existing and proposed fire safety measures for the building?

[Empty box for fire safety measures]

STATEMENT OF ENVIRONMENTAL EFFECTS | MID-WESTERN REGIONAL COUNCIL

8. MID-WESTERN REGIONAL LOCAL ENVIRONMENTAL PLAN 2012 (MWRLEP)

What is the land zoned?

E2 commercial centre

What is the proposal for (as defined by MWRLEP)? (There are parent definitions and child definitions in MWRLEP – please use the child definition)

Erection of a timber, hardwood paling boundary fence.

Is this use permissible within the zone??

Yes

No – are you relying on existing use rights?

Yes

No – the development is prohibited in the zone and cannot be approved by Council

Expand on how your proposal meets the objectives of the zone.

Materials in construction of the fence being hardwood timber palings meet the requirements of heritage fencing. Timber paling fences are timeless and known as heritage or traditional fences. Therefore it conserves the environmental heritage of MWRLEP (1a) See Picture 7.

Does the proposal comply with all the relevant requirements of the MWRLEP? (Please list and address all relevant clauses to your development from the LEP – add extra pages if necessary)

Having read 5.10 Heritage Conservation of MWRLEP, we feel that the timber paling fence meets all the relevant heritage requirements.

1. There is not a heritage building being erected, or changed so objectives 1b,c,d don't apply
2. Erecting a boundary fence in materials such as timber hardwood palings is in accordance with historic/heritage buildings (1a.) See Picture 7
3. Fence suggestions have been:
 - a) Wrought iron construction which is way too expensive and wouldn't combat noise
 - b) Masonry construction- very expensive, only allowed 1.2m high and wouldn't counteract the noise of the coffee patrons and music
 - c) Grow a Hedge which would take far too long to grow, would be a dumping ground for coffee cups and litter, needs to be constantly pruned and manicured by both parties, Flynn's and Stewarts which is time consuming and costly.
 - d) A picket fence which again does not combat noise and is open to vandals to break the pickets off the top of it
 - e) This leaves a timeless, heritage paling fence as the best option
4. The fence is a side boundary fence and not at the front of the Heritage building so does not affect/block its beauty and appearance or view from the front of the building or from the street.
5. No vegetation or trees are going to be removed to erect the fence
6. Shrubs may be placed along side the fence to enhance its beauty

Side and Rear Fences

Unless there is other historic evidence, a timber paling fence is typical for side and rear boundaries of historic dwellings and buildings.

The timber can be oiled or left to weather to silver grey. Landscaping and hedging can be used to soften fence lines.

Sheet metal panel fences are not appropriate in the setting of a heritage item and are not likely to be supported.



A heritage or traditional fence is a fence that incorporates materials and stylistic elements from previous periods. The terms often refer to styles of fencing that are 'timeless,' which means they will never go out of fashion because they have been in the design vernacular for years.

STATEMENT OF ENVIRONMENTAL EFFECTS | MID-WESTERN REGIONAL COUNCIL

9. MID-WESTERN REGIONAL DEVELOPMENT CONTROL PLAN 2013 (DCP)

Mid-Western Regional DCP 2013 is structured into sections that are relevant to specific development.

- Part 1 – Introduction
- Part 2 – Fast Track Development Applications
- Part 3 – Discretionary Development Standards
- Part 4 – Specific Types of Development
- Part 5 – Development Standards
- Part 6 – Development in Rural Areas
- Part 7 – Subdivision
- Part 8 – Site Specific Controls
- Appendix A – Flood schedules
- Appendix B1 – MWRC Auspec Stormwater Drainage Design
- Appendix B2 – Stormwater to Stormwater
- Appendix C – Carleon Development Control Plan
- Appendix D – Implementing a Subdivision Consent

NOTE

Mid-Western Regional Community Participation Plan 2019 may require the development to be neighbour notified and/or advertised.

Please list and address the relevant clauses to your development based on the zone of your land (add extra pages if necessary).

STATEMENT OF ENVIRONMENTAL EFFECTS | MID-WESTERN REGIONAL COUNCIL

Where the proposed development does not comply with a relevant "deemed to satisfy" standard in the DCP, please provide justification for the variation to the standard. (Refer to Section 1.7 of the DCP).

AMENDMENT FOR RON AND ELLEN STEWART DA 0262/2024

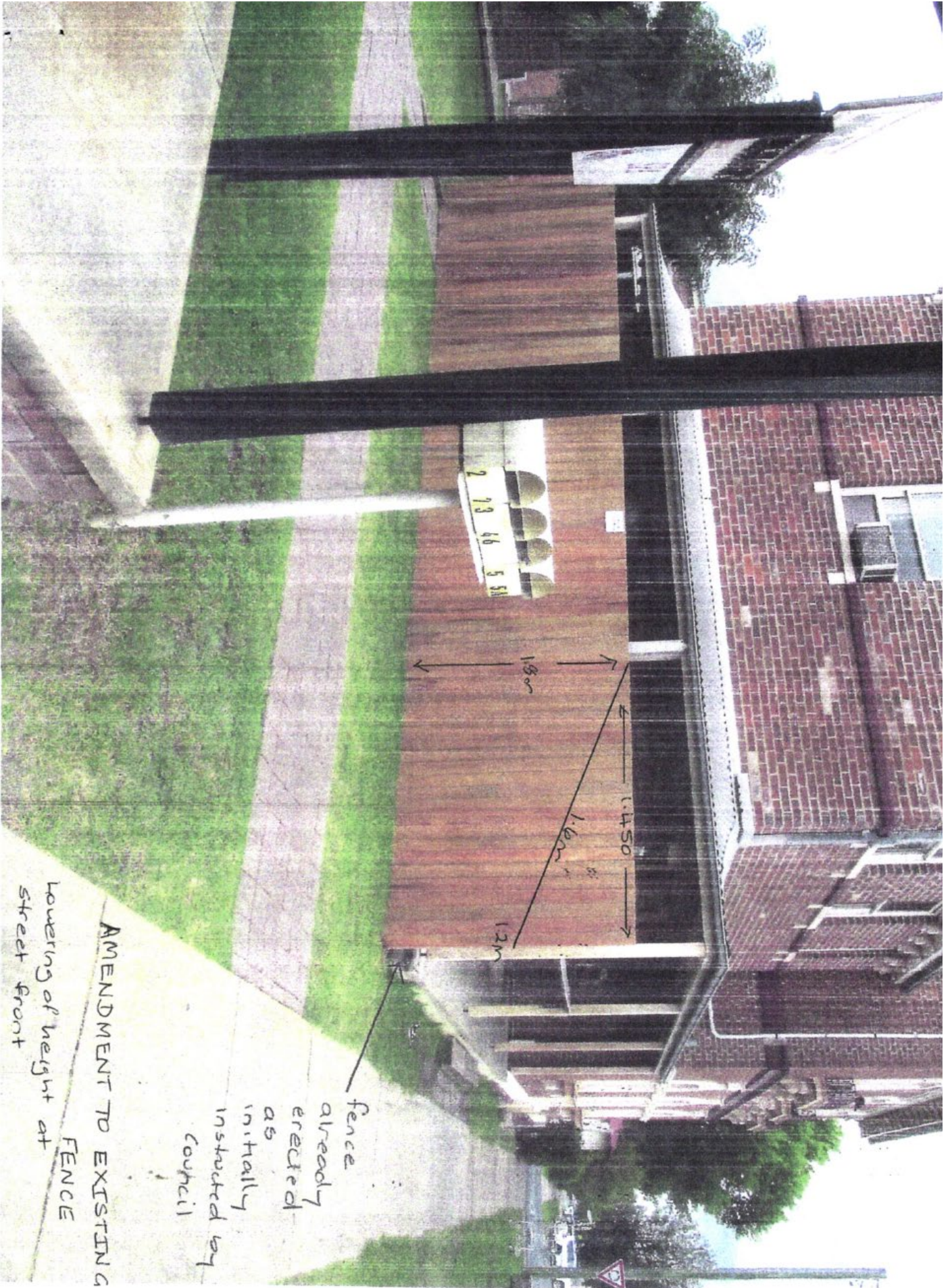


Amendment to Existing Paling Fence at Lovejoy Village

The fence will be tapered from the start of the brick building known as the Coffee Shop to the front of the street- a distance of 1.45metres. The fence height of 1.8metres will be tapered to 1.2metres over this distance. (See Picture)

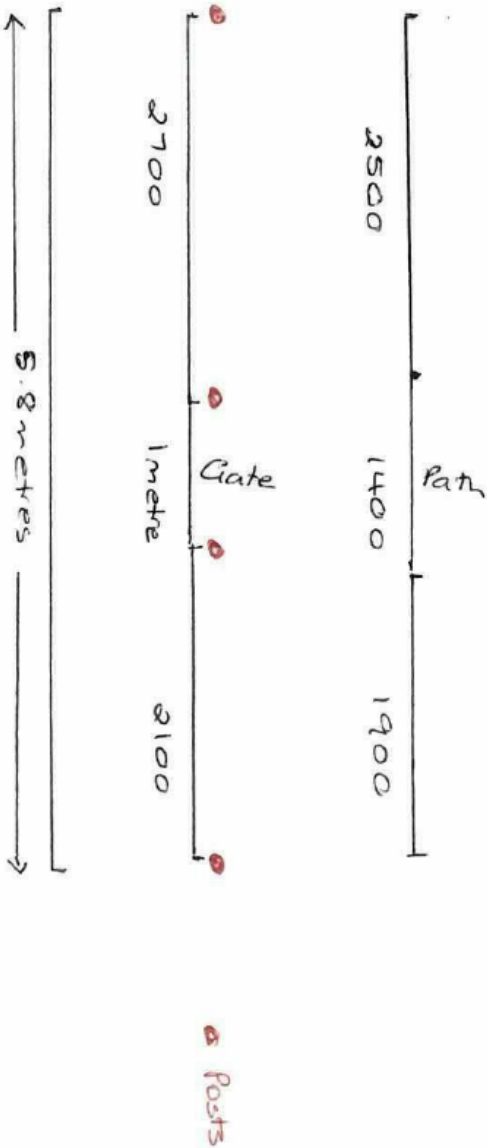
The coffee shop building is not heritage, being an addition approximately 35 years ago. It does not have the same bricks or mortar, has different windows and corbels in comparison to Lovejoy House .By lowering the standard of an addition and not constructing the same as the original Heritage building it is often referred to as bastardisation.





Lovejoy Village, 14 Perry Street, Mudgee 2850
E.J. Stewart + K.W. Stewart

Addition of Front Picket Fence

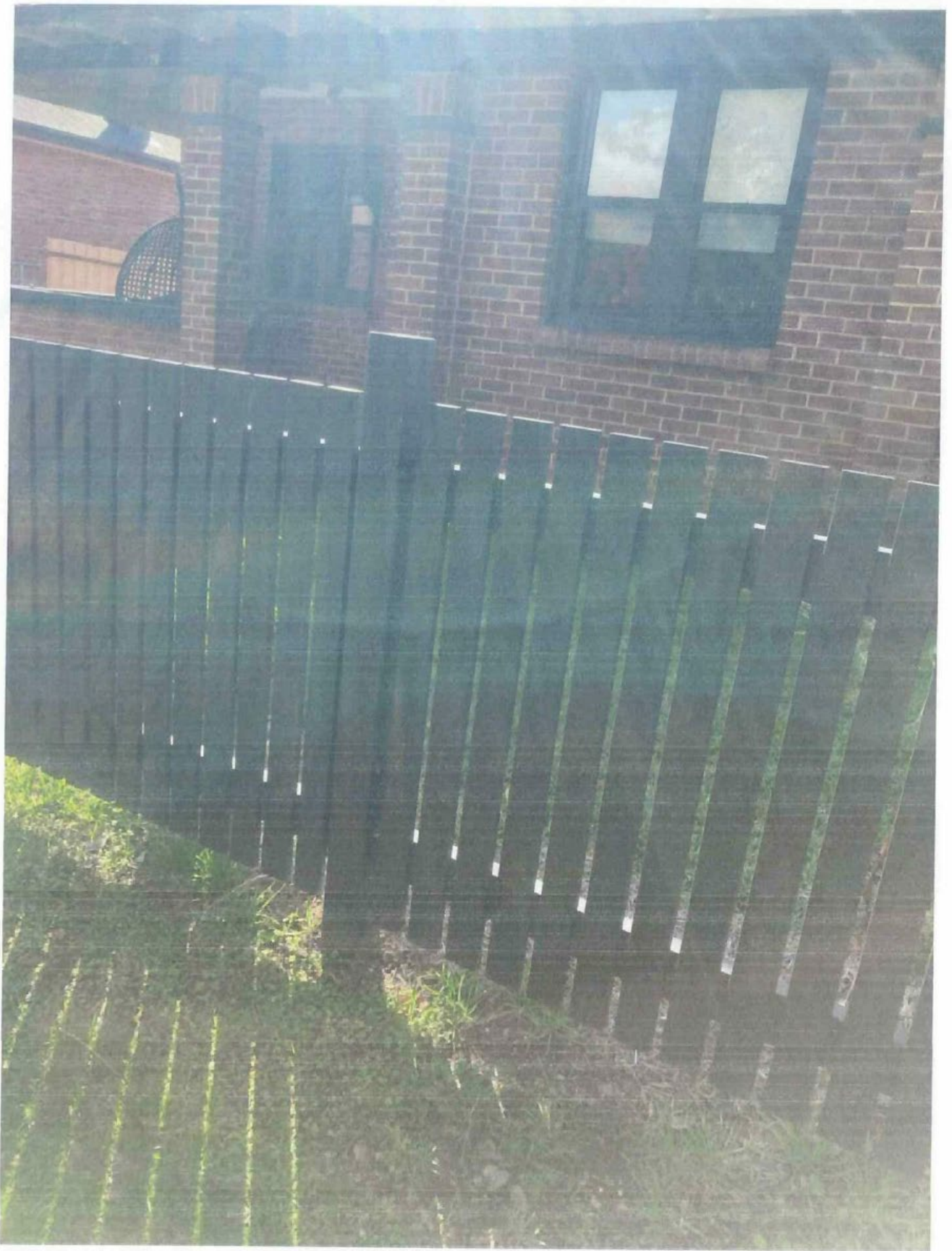


Construction: Aluminium Picket Fence

Colour - Black to match verandah posts.

Palings straight across at the top as in picture

Palings 90cm in height



Sent from my iPhone

Picket paling fence similar to this picture
for D.A 0262/2024

AMENDMENT 2 DA 000262/2024

For Mrs Ellen Stewart and the late Ron Stewart of Lovejoy Village, 14 Perry Street, Mudgee.

Fence to be added to the end of the original paling fence for 7 metres to complete the boundary (see Picture 3)

Front Fence- timber

Painted black

Posts 1.2m high- to be level with the side paling fence where it is cut down to 1.2 metres at the front

Palings 1.1 metres high

Gate 1.1 metres high

Picture 3



SPALF INVESTMENTS PTY LIMITED

15 April 2024

By e-mail: [REDACTED]
& council@midwestern.nsw.gov.au

The General Manager
Mid-Western Regional Council
86 Market Street
MUDGEE NSW 2850

Dear Sir / Madam

**RE: DEVELOPMENT APPLICATION DA0262/2024 – PROPOSED BOUNDARY
FENCE @ LOVEJOY VILLAGE 14 PERRY STREET MUDGEE NSW 2850
LOT 3 DP737071**

Thank you for your notification in relation to this Development Application.

We are the registered proprietors of "Lovejoy House", 1 Lovejoy Street, Mudgee.

We have reviewed the Application and associated Statement of Environmental Effects and would like to confirm our objection.

Could we thank you for your communication and candour since taking over the handling of the matter.

Current Position

The unauthorised structure was erected over a month ago and remains unauthorised, illegal and non-compliant. We advise we were not consulted by the Applicants prior to the erection of the fence.

Council's Position

We understand Council does not propose to enforce the removal of the unauthorised structure pending the Development Application being determined.

We do not agree with that position and believe Council should have used its powers to make a general Order pursuant to Schedule 5 of the Environmental Planning and Assessment Act pending the Development Application.

Our Position

We object to the current structure and have liaised with Council's Heritage Advisor and Barbara Hickson Heritage Architect. Both do not support the retention of the structure and we **enclose** three page Report from Barbara Hickson Heritage Advisor, which we note we had previously forwarded to you.

We have refrained from commencing proceedings in the Land and Environment Court on the belief that this matter would be resolved expediently and with common sense.

We appreciate your candour that “current Application processing times are excessive” and in the event that the matter drags on we may have to review our position.

The unauthorised structure remains as a result of a Council error and inaction, along with the Applicants’ aggressive anti-community behaviour. We believe it is disappointing and inappropriate in equal measures that we are placed in this position.

We advise in relation to the Statement of Environmental Effects (SOEE) as follows:

Heritage Consideration

We don’t propose to make detailed comment in relation to the heritage factors applicable. These are covered in the Report of Barbara Hickson and we anticipate in the Report of your Heritage Advisor.

The incompatibility of the structure is obvious.

The comment at page 6 at point 4 that “4. *The fence is a side boundary fence and not at the front of the Heritage building so it does not affect/block its beauty and appearance or view from the front of the building or the from the street*” is just pure fiction. When approaching “Lovejoy House” from the south the fence dominates the street scape. Almost universally people have commented on how appalling the fence looks.

We believe the Applicants have paid scant regard to Heritage considerations, bearing in mind the Heritage Conservation area should be the main focus. There was no consultation with Council’s Heritage Advisor and there is no Heritage Report or Statement of Heritage Effect attached to the Application.

Noise Attenuation

The issue of noise attenuation seems to be relied upon as the justification for what is essentially a petty act of neighbourhood bastardry. The issue of noise is not relevant to the authorisation of the structure and it is apparent from the Statement of Environment Effects (see page 6.3) that the Applicants have chosen the cheapest fence possible with no attempt at noise attenuation but rather an attempt to spite the proprietor and patrons of the coffee shop.

We would also point out that our community provides processes and remedies for those who feel they are impacted by excessive noise. These remedies do not extend to the erection of an inappropriate unauthorised structure impacting on the amenity of adjoining businesses.

We make the following further comments in relation to the supposed noise that emanates from the coffee shop:

1. A practical example of how the issue of noise is not relevant to the structure is if the use of the coffee shop were to change to say a gallery, studio or office. Why should the amenity and character of the building be diminished by the structure in these circumstances.
2. We understand no formal complaint has been made in relation to the noise and that on two occasions that informal requests have been made they have been complied with.

3. The coffee shop only trades to 12:30pm and it is an approved business ideally sited in a business zone. It serves as a meeting place for many members of the public and their conversations, laughter and interactions are precisely what you would expect from such a business and form part of normal community living.
4. We do not understand how any adjoining tenant of normal civility could have an issue with the coffee shop as we run a legal practice from the adjoining building and have closer contact to the shop and experience no problems in conferring with clients or to our business.
5. Reference is also made to “the scattering of push bikes and children riding trikes on our lawn and footpath”. It should be noted that the cyclists who frequent the coffee shop do so between 9:10am and 9:30am each Wednesday and at various times on Saturday morning. The businesses in Lovejoy Village are not usually open on a Saturday morning and to suggest that the presence of pushbikes for 20 minutes in an overall week is a basis for erecting the proposed fence is simply ridiculous. We have taken steps to provide bike racks on our own land to address this issue and assist the cyclists who have had extremely valuable bikes knocked to the ground by the Applicant. We should point out for completeness that we have never witnessed children riding tricycles in the Lovejoy Village yard and believe this claim is mischievous at best.
6. The references to Occupational Health and Safety and the fence being convenient for coffee shop patrons are so absurd as to not require a response.
7. The status quo of the Village and surrounding buildings has existed for over 40 years in a cooperative and beneficial manner. We see no need for a structure of any sort to change this situation and to detract from the street scape.

Conclusion

The Application appears as a belated attempt to backtrack and try and justify an unauthorised structure built without notification or approval and in an aggressive and anti-community manner.

The Application reads as a subjective rant containing no objective evidence and no attempt to analyse and address the critical heritage issues.

We would request that Council uphold the provisions of MWRC LEP 2012 specifically Clause 5.10 and refuse the Application.

We thank you for your consideration and hope the approval process will result in the unauthorised structure being removed sooner rather than later.

Yours faithfully



STEPHEN FLYNN
Director

ANNE FLYNN
Secretary

Lovejoy House

1/14 Perry Street; 1 Lovejoy Street Lot 1 DP 737071

A high timber fence has been installed on the property beside Lovejoy house. This building is a listed heritage item known as Lovejoy House. Its listing is as follows:

Suburb	Item name	Address	Property description	Local or state	Item no.in MWRC LEP2012
Mudgee	Offices Lovejoy house	1 Lovejoy Street	Lots 1 DP 737071	Local	I111

The item, a timber fence, should be removed because in its present form it is impacting the the views to and from the listed item and the streetscape of Perry Street, which falls within the Mudgee Heritage Conservation Area.

The Statement of Significance for Lovejoy House reads:

A fine early Flemish bond brick Victorian building with imposing frontage, this two storied building is set close to the boundaries on a corner lot and has a generous arcaded verandah on the northern side. It was completed in 1866 for the Australian Joint Stock Bank.

Excellent detailing includes four panelled solid timber access doors with fanlights over. Carved rectangular verandah posts and cast-iron balustrade. The east side in contrast has no verandah but a symmetrical façade with strong moulded rendered banding to openings, arched windows and small upper balconies.

The architect was William Edward Kemp of Sydney, (who also designed St. John's Anglican church), and the builder was Silas Winter of Mudgee.

It contributes well to the streetscape addressing the corner of Perry and Lovejoy Streets.

The Statement of significance for the Mudgee Heritage Conservation Area reads:

The settlement of Mudgee located along the banks of the Cudgegong River demonstrates principal characteristic of early government town layout in NSW. Designated land uses include the Anglican and Catholic churches in key central positions, with reserved land for law and order, education, and recreation, following government practice of the day.

Initial settlement occurred in 1822 with many pioneer families still represented in the town today.

The Heritage Conservation Area of Mudgee closely follows the 1884 parish map of the town and retains many key heritage buildings, especially in the central business area of Church and Market Streets. Historically significant buildings on corners including the Post Office, the

Anglican and Catholic churches, hotels, and banks help frame the central shopping area. Many commercial and civic buildings of similar late Victorian style and scale such as the former Town Hall, banks and hotels form the core of the Conservation Area, creating an aesthetically significant NSW country town. Remnants of early road works, stone kerbs and gutters, are extant and contribute to the setting.

Two excellent parks – Robertson Park and Lawson Park having been set aside in the initial surveys of the town, provide partial boundaries to the commercial core. The town setting is also framed by the back drop of the hills, reminding residents of the original meaning of Mudgee: the ‘nest in the hills’.

Mudgee also has a good stock of houses beyond the central business area. A special category are those buildings designed by Mudgee architect Harold Hardwick.’

It appears that the new fence boundary is having a strong detrimental visual impact on the heritage significance of the adjacent heritage item, Lovejoy House, and the streetscape of Perry Street.

The conservation of heritage in Mudgee is guided by the MWRC LEP 2012.

The conservation of heritage in Mudgee is guided by the MWRC LEP 2012. Relevant clauses are:
5.10 Heritage Conservation

(1) Objectives The objectives of this clause are as follows—

- (a) to conserve the environmental heritage of Mid-Western Regional,
- (b) to conserve the heritage significance of heritage items and heritage conservation areas, including associated fabric, settings and views,**

(2) Requirement for consent Development consent is required for any of the following—

- (a) demolishing or moving any of the following or **altering the exterior of any of the following (including, in the case of a building, making changes to its detail, fabric, finish or appearance)—**
 - (i) **a heritage item,**
 - (ii) an Aboriginal object,
 - (iii) a building, work, relic or tree within a heritage conservation area,**
- (b) altering a heritage item that is a building by making structural changes to its interior or by making changes to anything inside the item that is specified in Schedule 5 in relation to the item,

(4) Effect of proposed development on heritage significance.

The consent authority must, before granting consent under this clause in respect of a heritage item or heritage conservation area, consider the effect of the proposed development on the heritage significance of the item or area concerned. This subclause applies regardless of

whether a heritage management document is prepared under subclause (5) or a heritage conservation management plan is submitted under subclause (6).

(5) Heritage assessment

The consent authority may, before granting consent to any development—

- (a) on land on which a heritage item is located, or
- (b) on land that is within a heritage conservation area, or
- (c) on land that is within the vicinity of land referred to in paragraph (a) or (b),

require a heritage management document to be prepared that assesses the extent to which the carrying out of the proposed development would affect the heritage significance of the heritage item or heritage conservation area concerned.

Barbara Hickson

Flynns
SOLICITORS

Solicitors:

Tom Flynn, B.A. B.Comm. LL.B. (UNE)
Simon Flynn, LL.B. B.Bus (UNE)
Stephen Flynn, B.Comm. LL.B. (UNSW)
Helen Pegg, B.E. (UNSW) LL.B. (UNE)

Licensed Conveyancer:

Emma Best, AdvDipPL, JP

Paralegal:

Tracey Coffee, AdvDipPL, JP

ABN 36 978 896 824

Our Ref: SPF:ELB:20240199
Your Ref:

Lovejoy House
Cnr Perry & Lovejoy Streets
MUDGEE NSW 2850

PO Box 1014, Mudgee

Also at
Cnr Herbert & Mayne Streets
GULGONG NSW 2852
by appointment only

Telephone: (02) 6372 6500
Facsimile: (02) 6372 2883

Email: admin@flynnsolicitors.com.au
Website: www.flynnsolicitors.com.au

28 May 2024

By e-mail: [REDACTED]
& council@midwestern.nsw.gov.au

The General Manager
Mid-Western Regional Council
86 Market Street
MUDGEE NSW 2850

Dear Sir / Madam

**RE: 14 PERRY STREET, MUDGEE NSW 2850
ERECTION OF UNAUTHORISED STRUCTURE**

Thank you for your e-mail of Monday 27 May 2024 at 1:49pm.

We would object to the proposed amendment by way of front picket fence.

The amendment does not address the concerns outlined in our letter of 15 April 2024.

We believe the proposed further picket fence being of cheap aluminium design only further detracts from the heritage nature of the area and is not consistent with the heritage conservation objects outlined in MWRC LEP 2012.

Thank you for your consideration.

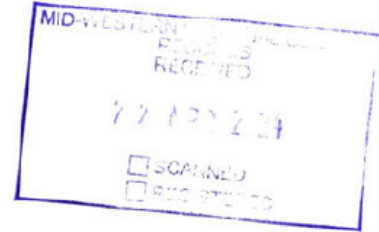
Yours faithfully
FLYNNS SOLICITORS

[REDACTED]
STEPHEN FLYNN

19 April 2024

By e-mail: [REDACTED]
& council@midwestern.nsw.gov.au

The General Manager
Mid-Western Regional Council
86 Market Street
MUDGEE NSW 2850



Dear Sir / Madam

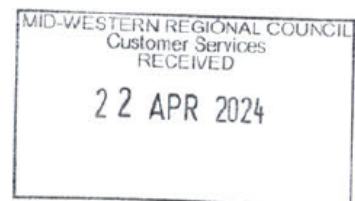
RE: DEVELOPMENT APPLICATION DA0262/2024 – PROPOSED BOUNDARY FENCE @ LOVEJOY VILLAGE 14 PERRY STREET MUDGEE NSW 2850 LOT 3 DP737071

Please find attached signatures to petition which have been collected from customers over the last few days.

The petitioners would ask Council to take into account their objections when considering this Application.

Regards [REDACTED]

Tony Steedman
Proprietor Mud Caff



Petition to Mid West Regional Council

We the undersigned object to the fence that has been erected between 14 and 16 Perry Street Mudgee on the grounds that it is not in keeping with the heritage look and aesthetic of the surrounding buildings and existing infrastructure.

Date	Name	Address
16/4/24	G. VAN RENSSEN	
16.4.24	M. Flack	
16.5.24	R. BAGNALL	
16.4.24	L. Taylor	
16.4.24	T. Mansfield	
16.4.24	S. SALVATO	
16.4.24	K. CUFF	
16.4.24	S. DELARUE	
16.4.24	H. Bryant	
14/4/24	R. MURRAY	
16/4/24	B. Murray	
16/4/24	T. Traverso	
16/4/24	J. Hunt	
16/4/24	B. KYLIND	
16.4.24	J. Bremer	
16.4.24	_____	
16/4/24	E. Reid	
16/4/24	S. Lillis	
16/4/24	M. Croule	
16/4/24	S. Galloway	
16/4/24	Chris Dickie	
16/4/24	J. Taylor	
16/4/24	L. Stewart	
16/4/24	A. Bryde	
16/4/24	J. Janson	
16/4/24	S. Dwyer	
16/4/24	D. Angus	
16/4/24	R. Callanper	
16/4/24	R. Kelly	
16/4/24	D. Heley	

Petition to Mid West Regional Council

We the undersigned object to the fence that has been erected between 14 and 16 Perry Street Mudgee on the grounds that it is not in keeping with the heritage look and aesthetic of the surrounding buildings and existing infrastructure.

Date	Name	Address	Contact	Signature
16/4/24	T. Magland			
16.4.24	P. Wilkes			
16.4.24	W Doyle			
16/4/24	B. FAYAN			
16/4/24	D. Laidock			
16/4/24	O. Kennedy			
16.4.24	S. LITCH			
16-4-24	J. BAILEY-ARREST			
16.4.24	J. Young			
16.04.24	N. MEYER-GUEANES			
16.04.24	T. Condon			
16/4/24	M. Condon			
16.4.24	K. O'Brien			
16-4-24	A. Kearins			
16.4.24	R. Kearins			
16.4.24	N. Bungate			
16-4-24	B. Kurtz			
16.4.24	M. Bouvhe			
16.4.24	P. PIGGS			
16.4.24	T. GORDON			
16.4.24	L. May			
16.4.24	S. Schulzky			
16.4.24	Y. GIBBILLE			
16.4.24	A. Clare			
16/4/24	C. Hauville			
16/4/24	J. Horton			
16/4/24	W. Horton			
16/4/24	B. Condon			
16/4/24	S. Sutcliffe			
	G. TIOSEN			

Petition to Mid West Regional Council

We the undersigned object to the fence that has been erected between 14 and 16 Perry Street Mudgee on the grounds that it is not in keeping with the heritage look and aesthetic of the surrounding buildings and existing infrastructure.

Date	Name	Address	Contact	Signature
16/4/24	Eden Wall			
16.4.24	Wozley			
16.4.24	Amey Be			
16.4.24	A. Stonehouse			
16/4/24	M. Emeny			
16.4.24	G. ROHANNA			
16.4.24	K. VAUGHAN			
16.4.24	S. COOLEY			
16.4.24	B. Douglas			
16.4.24	J. Manners			
16.4.24	D. Hemingway			
16.4.24	C. Smith			
16/4/24	E. Scales			
16.4.24	S. Yeates			
16.4.24	R. Gard			
16.4.24	T. GRANTLEY			
16.4.24	A. CACAPPE			
16.4.24	L. Evanoff			
16.4.24	S. Burnbridge			
16.4.24	C. Bruton			
16.4.24	C. Gussger			
16.4.24	M. McDonald			
16.4.24	C. Emery			
16.4.24	C. Peters			
16.4.24	E. Bourne			
16.4.24	J.M. Bourne			
16.4.24	R. Worden			
16.4.24	W. Worden			
16/4/24	M. J. POWER			
16/4/24	JO POWER			

Petition to Mid West Regional Council

We the undersigned object to the fence that has been erected between 14 and 16 Perry Street Mudgee on the grounds that it is not in keeping with the heritage look and aesthetic of the surrounding buildings and existing infrastructure.

Date	Name	Address	Contact	Signature
16/4	N. Evanoff			
16/4	M. Felvus			
16/4	B. Drysdale			
16/4	C. Beddingham			
16/4	R. Christie			
16/4	W. DRYSDALE			
16/4	A. TURNER			
16/4	E. TURNER			
16/4	K. McKITTRICK			
16/4	S. McKITTRICK			
16/4	B. Horton			
16/4	P. TRENT			
16/4	F. TRENT			
16/4	S. CAPPER			
16/4	C. DEAN			
16/4	H. McLean			
16/4	J. Bolton			
16/4	S. Taylor			
16/4	K. SCARRO			
16/4	C. ANDERSON			
16/4	A. Norton			
16/4	L. Robertson			
16/4	M. Skinner			
16/4	H. Edensor			
16/9	K. BAILLIE			
16/4	M. THOMPSON			
16/4	B. THOMPSON			
16/4	L. Kovacic			
16/4	Emily			
16/4	Anthony			

Petition to Mid West Regional Council

We the undersigned object to the fence that has been erected between 14 and 16 Perry Street Mudgee on the grounds that it is not in keeping with the heritage look and aesthetic of the surrounding buildings and existing infrastructure.

Date	Name	Address	Contact	Signature
16/4/24	Tim White			
16-4-24	RICHARD DELA MARRE			
16.4.24	Strenna Lett			
16/4/24	Jesus Rosado			
16/4/24	Jayne Durcan			
17/4/24	Trudy Delar			
17/4/24	Chris Pates			
17/4/24	Mark Court			
17/4/24	Josuel Chochi			
17/4/24	Daniel Humphrey			
17/4/24	Beth motor			
17/4/24	Daniel Ovan			
17/4/24	Croft Bennett			
17/4/24	Matthew Clarke			
17/4/24	Neil Lyons			
17.4				
"	P. SEZANKA			
17-4	M. JENHARTA			
17.4	P. OLSEN			
17.4	S. GARLAND			
17.4.24	P. BLACKWELL			
17.4.24	R. Aldridge			
17.4.24	N. Wilson			
17.4.24	D. Wilson			
17/4/24	K. Condon			
17-4-24	K. Dale			
✓	K. Dale			
✓	S. Clifford			
17.4.24	M. Burns			
18.4.24	K. Monneris			

Petition to Mid West Regional Council

We the undersigned object to the fence that has been erected between 14 and 16 Perry Street Mudgee on the grounds that it is not in keeping with the heritage look and aesthetic of the surrounding buildings and existing infrastructure.

Date	Name	Address	Contact	Signature
16/4/24	E Van Reason			
16/4/24	Maddy Cook			
"	" BRENNAN			
17/4/24	Jane Latta			
	KELLY ARSA			
	MOLLY LATTA			
	IZZIE LATTA			
17/4/24	RACHEL WAISEL			
17/4/24	Rhys Kelly			
17/4/24	DARCY WAISEL			
17/4/24	Parker Kelly			
17/4/24	Candice O'Keefe			
17/4/24	Mark Newman			
17/4/24	Amanda Smith			
17/4/24	Neal Harris			
17/4/24	Annie Flynn			
17/4/24	Ingrid Ridge			
17/4/24	JASON			
17/4/24	VENESSA RICHARDSON			
17/4/24	J. EVANOFF			
17/4/24	R. Phylor			
17/4/24	S. Cadd			
17/4/24	C. Duncan			
17.4.24	TIVERS			
17.4.24	J. IVERS			
17.4.24	Simon Flynn			
17.4.24	Madeleine Silly			
17.4.24	ESHA FRIBORG			
17/4/24	L. Selep			
18/4/24	J. Wormald			

Petition to Mid West Regional Council

We the undersigned object to the fence that has been erected between 14 and 16 Perry Street Mudgee on the grounds that it is not in keeping with the heritage look and aesthetic of the surrounding buildings and existing infrastructure.

Date	Name	Address	Contact	Signature
14/4	Kelly Corbidge			
18/4	Thomas Sheasman			
18/4	James O'Connell			
18/4	Mick May			
18/4	Aaron Nolan			
18/4	Damon Job			
18/4	Adam Davis			
18/4	Cathy Atkins			
18/4	Emma KYLE			
18/4	Ruth Gobbit			
18/4	Bill T			
18/4	JAKE BRUCE			
18/4	Ed Turner			
18/4	Steve Jack			
18/4	Jenny B...			
"	Tim Jensen			
18/4	BROOK SHANIDER			
18/4	Marie Prasa			
18/4	Tony Severin			
18.4.24	TRANS BLEWETT			
18.4.24	CHRIS McRAE			
18.4.24	Greg Chignell			
18.4.24	Liz Wilke			
18.4.24	Anthony Bo			
19/4/24	PAH O'ROURKE			
19/4/24	SARAH ADROSE			
19.4.24	Crystal Cronin			
19/4/24	Amy Gallagher			
19/4/24	Alex Gallagher			
19/4/24	JOEL BURKE			

Petition to Mid West Regional Council

We the undersigned object to the fence that has been erected between 14 and 16 Perry Street Mudgee on the grounds that it is not in keeping with the heritage look and aesthetic of the surrounding buildings and existing infrastructure.

Date	Name	Address	Contact	Signature
19/4	Fi Turner			
	John Lydell			
	Fi Lydell			
	Sally			
	Chanda			
	Janice			
19/4	Louise			
	Madell			
19/4	Jan Carter			
19/4	Judy Collier			
19/4	Barry Platt			
19/4	Brittany Thom			
19/4	LRAIG SOMER			
19/4	Ed Rava			
19/4	D GEANTLEY			
19/4	Emily Croake			
19/4	C. WATTS			
19/4	M. Wilks			
19/4	DWAYNE - L			
19/4	Joe Evanoff			
20/4	Jason Rhin			
20/4	DAVID NISSEN			
20/4	David Cox			
20/4	Troy Keightley			
20/4	Ushi Rowlands			
20/4	Keira Parnyman			
20/4	Leanne Parnyman			
20/4	TIM O'BRIEN			
20/4/24	MELISSA MCGILL			
20/4/24	EMILY SCHWAB			

Petition to Mid West Regional Council

We the undersigned object to the fence that has been erected between 14 and 16 Perry Street Mudgee on the grounds that it is not in keeping with the heritage look and aesthetic of the surrounding buildings and existing infrastructure.

Date	Name	Address	Contact	Signature
20.4.24	Shannon Farr			
20.4.24	Clinton Mayne			
20.4.24	Dustin Wilkes			
20.4.24	Paul Wreas			
20/4/24	George B P			
20/04/24	David Solent			
20/4/24	David Brown			
20/4/24	DAVID PAVEN			
20/4/24	Jan Nobels			
20.4.24	Suzie White			
20.4.24	Deanne Sully			
22.4.24	Chris Schmidt			
22.4.24	Louise Schmidt			
22.4.24	Sam Price			
22.4.24	Liam Foster			
22.4.24	G. VANDERHOEK			
22.4.24	David Janceaux			
22.4.24	Musa Kobrka			
22.4.24	Jess M Year			
20.4.24	M. WHITAN			
22.4.24	Jamie Farr			
22.4.24	A. NEWTON			
22.4.24	S. APUNGO			
"	James O'Neill			
"	Gwendolyn			
22.4.24	N. Karskens			
"	A. Lober			
"	J. Karska			
"	D. Vance			
22/4/24	THANWINE			

20/4/24

Kim Orth

From: Lesley Tink [REDACTED]
Sent: Saturday, 20 April 2024 3:26 PM
To: Council
Subject: DA0262/2024 - Fence

19 April 2024

Development Application:

DA0262/2024 – Fence

The General Manager

Mid-Western Regional Council

I would like to speak in favor of Ellen Stewarts right to erect Privacy Screening on her land at the back of Steve Flynn’s building in Lovejoy Street.

1 Council informed her on two occasions that she did not require a DA.

2 Steve was informed a number of times that there were problems with his tenants using her land.

Loud music from the Coffee Shop, clients moving furniture and eating or drinking on her lawn area and storing push bikes there, causes

unsafe access to her tenants and their clients entering their workplaces or flats. The signage that has been put up on Steve’s verandah posts

recently is offensive. He may not have done this but was very aware of it. (photo is attached).

3 Steve informed Ellen he was not going to pay for the screen or its construction which she agreed to.

Approximately 35 years ago Flynn's building was extended, and a verandah added, which brings the back of the building up against the boundary and the

fence was taken down. Council would have had to approve this renovation which is surprising.

After researching many buildings in the town Ellen felt timber would be the most appropriate and suitable for both buildings.

The screening is there to help reduce the noise from the coffee shop and to make his clients aware that it is illegal to bring furniture, eat, drink and

store bikes on land that is not available for Steve Flynn's tenants use.

Access to Lovejoy Village should not be made unsafe by these people, some who have on occasion deliberately damaged structures on Ellen's land.

Ellen intends growing Jasmine or Roses on the structure, capping the top of the timber and sloping the timber height lower toward Perry Street.

I think eventually it will look lovely and be fit for purpose as a privacy screen.

Lesley Tink

████████████████████



Sent from my iPad

SPALF INVESTMENTS PTY LIMITED

30 July 2024

By e-mail: council@midwestern.nsw.gov.au

The General Manager
Mid-Western Regional Council
86 Market Street
MUDGEES NSW 2850

Dear Sir

**RE: 14 PERRY STREET, MUDGEES NSW 2850
ERECTION OF UNAUTHORISED STRUCTURE**

We refer to previous correspondence and the writer's telephone discussions with Kim Orth on Tuesday 16 July 2024 and Lindsay Dunstan on 17 July 2024. We thank you for your time however rather than assuage our concerns, the information supplied has increased our dissatisfaction with Council's progress and handling of this matter.

The matter came about originally as a result of incorrect advice supplied to the Applicant by Council's Town Planning staff and we are concerned that Council's approach is to enable the Applicant rather than deal with the matter on its merit in accordance with normal procedure.

We voiced our initial concern in our correspondence of 14 March 2024 that no one within Council was prepared to take ownership of this matter and unfortunately current events indicate that observation was prescient.

We summarise below some areas of our dissatisfaction:

Applicant Amendments

We are now up to the fourth amendment and set of plans submitted by the Applicant. We note the current amendments are entirely separate from the initial Application and contain no supporting documentation.

In our conversation with Lindsay Dunstan on 17 July 2024, the writer enquired as to how many amendments the Applicant would be allowed.

His response was to the effect of *"we will continue to allow amendments whilst ever the Applicant is **working with Council**"* (my emphasis).

We are unsure as to what "working with Council" means or what supposedly Council and the Applicant are working towards.

Regardless, we believe Council is misdirecting itself in adopting this approach for the following reasons:

1. The approach totally disregards the effect on other parties who have lost amenity and who are inconvenienced by the Applicant's action.
2. Council's approach prevents an expedient resolution of the matter.

Failure to Issue Order

In our letter of 15 April 2024, we observed as follows:

"Council's Position

We understand Council does not propose to enforce the removal of the unauthorised structure pending the Development Application being determined.

We do not agree with that position and believe Council should have used its powers to make a general Order pursuant to Schedule 5 of the Environmental Planning and Assessment Act pending the Development Application."

We indicated at the time that we did not agree with Council's position and we remain of that view.

We are unfortunately left with the belief that the only reason Council has not properly exercised its statutory functions is the fact that there was an initial error made by Council Planning staff.

This should have been a matter between Council and the Applicant and resolved without the need to involve affected parties such as ourselves.

We would ask rhetorically how long Council is prepared to acquiesce and allow an unauthorised and illegal structure to remain noting that the six month anniversary of the fence is rapidly approaching.

We do not accept that Council is using its statutory powers in a way that is consistent with an even handed and balanced approach to these matters, or as it is required as the Consent Authority.

Heritage Considerations

We note that the Applicant has submitted no evidence of the heritage considerations of their Application. The Applicants have not been asked to submit a Heritage Assessment contrary to normal Council procedure and requirements.

We draw your attention to the provisions of Clause 5.10 of the Mid-Western Regional Council LEP 2012 and note these were fully set out in the report of Barbara Hickson Heritage Advisor attached to our letter of 15 April 2024.

When we pointed this out to Lindsay Dunstan in our recent telephone call he advised "*not all Applicants are able to afford a Heritage Architect*".

We have given this comment considered reflection and are concerned that Council again has misdirected itself on two levels:

1. Council would not appear to have given appropriate consideration to Clause 5.10(4) and 5.10(5) of the MWRC LEP 2012.

We note specifically the use of the word “**must**” in sub-clause 4 and the use of the “**may**” in sub-clause 5.

2. The Applicants are the registered owners of a multi-million dollar office/professional village on which the unauthorised structure stands. They own that property unencumbered.

We note when we wrote to Council on 15 April 2024 expressing our objection we had arranged for a site assessment to be undertaken by Council’s Heritage Advisor and we supplied a Report from Heritage Architect Barbara Hickson.

We understand a petition with a large number of signatures was arranged by adjoining businesses and submitted to Council. There was clearly at that time (22 April 2024) sufficient information for Council to determine the Application if it chose. Rather than the Application progressing in a timely fashion, it has regressed to the point where at the date of writing Council is calling for further objections to the fourth amended set of plans to be lodged by 31 July 2024.

This delay further enables the Applicant and acts to the detriment of adjoining owners and businesses who are impacted by the structure.

We believe any review of the progress of this matter would find that there has been preferential treatment to the Applicant with affected parties being denied procedural fairness of a quick and timely resolution.

Public Interest

We were advised on 16 July 2024, some three months after the time for objections to the initial Application closed, that Council had “decided that this Application will be reported to a full Council meeting”.

Without wishing to be facetious we are not sure how it could be explained to an average Martian that an unauthorised fence was of such public importance that it needed to be referred to a full Council meeting rather than being dealt with by staff.

Once again we are convinced this would not have been the case if the initial error of Council advice had not been made.

We were advised by Kim Orth on 16 July 2024 it was hoped this matter would be before Council in their August meeting.

We are still not certain as to where the “finishing line” is as Council have indicated they are prepared to allow further amendments and if this occurs there will be further delay.

The writer indicated to Lindsay Dunstan, “*the Applicants are playing Council off a bluff*” and it was disappointing that Council were bending to “squeaky wheel” tactics rather than dealing with the matter in a timely manner on the evidence submitted.

Notwithstanding Council’s failure to issue a Works Order, we have indicated in discussions and correspondence with Council that we have been prepared to allow the process to play out.

We have reached the point where we are not prepared to continue with that stance.

Current Position

We have advised the Applicant that we require a resolution of the matter within seven days, failing which we will be commencing legal proceedings.

We have had previous discussions with the Applicant's Agent and family and have indicated a practical resolution would be the construction of a hedge along the boundaries with the cost to be borne equally between the parties.

We have spoken informally with Council staff about this position and believe it is genuinely supported.

Disappointingly we have had no response from the Applicant.

Accordingly our position is that unless the matter is resolved in accordance with the offer we have submitted to the Applicants within seven days, we propose to commence proceedings against both the Applicants and Mid-Western Regional Council in the Land and Environment Court without further notice.

We would be proposing to rely upon the contents of this letter on any future question of costs.

Yours faithfully

A large black rectangular redaction box covering the signature area of the letter.

STEPHEN FLYNN
Director

ANNE FLYNN
Secretary

SPALF INVESTMENTS PTY LIMITED

30 July 2024

By e-mail: council@midwestern.nsw.gov.au

The General Manager
Mid-Western Regional Council
86 Market Street
MUDGEE NSW 2850

Dear Kim

**RE: 14 PERRY STREET, MUDGEE NSW 2850
ERECTION OF UNAUTHORISED STRUCTURE**

We refer to your letters of 17 July 2024 and 29 July 2024.

We note the photograph depicting "Fence 3" was not contained in either of your letter of 17 July 2024 or the Council website.

We note the proposal is apparently for a paling fence being 1.8 metres high along the eastern and southern boundaries as depicted and labelled "Fence 3".

We object to this proposal on all the grounds previously outlined in our correspondence.

We understand the amended proposal has not been accompanied by any further documentation or heritage assessment.

We note you will be forwarding the recommendation from your Heritage Advisor and we look forward to receipt of that recommendation.

We would also appreciate if you could forward your recommendation to be submitted to Council for their next meeting as soon as possible.

We will be arranging for further Heritage Architect Report to be supplied once it is established and confirmed that the Applicants will not be lodging any further amended Applications.

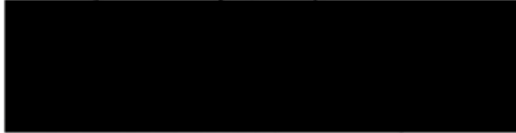
We would note in passing that this fourth Application seems to make a mockery of your stated position of allowing amendments whilst ever the Applicant was "working with Council".

We note the Report of Barbara Hickson previously supplied to you stated in relation to the original timber fence "the item, a timber fence, should be removed because in its present form it is impacting the views to and from the listed item and the street scape of Perry Street which falls within the Mudgee Heritage Conservation Area". We note we have made the point that the proposed development "effects the views to and from the listed item" and we would renew our invitation for Council staff to attend our property and observe this impact.

We are concerned that once again Council is misdirecting itself in failing to consider this overriding issue.

Matters which have come to our notice from the Applicants' lobbying of Councillors are concerning as to their irrelevance. Suggestions that an 8 foot fence is needed to provide privacy and anonymity for a Doctor's patients are simply errant nonsense and hopefully do not feature in further discussions and considerations.

Yours faithfully



STEPHEN FLYNN
Director



*Looking After
our Community*

PLANNING PROPOSAL
AMENDMENT
10 -12 BURRUNDULLA
AVE, MUDGEE

MID-WESTERN REGIONAL COUNCIL
STRATEGIC PLANNING



STRATEGIC PLANNING |
PLANNING PROPOSAL AMENDMENT
10 -12 BURRUNDULLA AVE, MUDGEE

Version	Date	Notes
V001	April 2024	PP reported to Council – April 2024

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Overview

Introduction

The Planning Proposal seeks to amend Mid-Western Regional Local Environmental Plan 2012 (MWRLEP 2012) to rezone part of 10 - 12 Burrundulla Avenue, Mudgee (Lot 122 DP1074283) from RE2 Private Recreation to R3 Medium Density Residential. The Planning Proposal explains the intent of, and justification for, the proposed amendments to MWRLEP 2012.

The Planning Proposal is to implement the following changes to the MWRLEP 2012:

- Amend the Land Zoning Map (LZN_006G) from RE2 Private Recreation to R3 Medium Density Residential.
- Amend the Height of Buildings (HOB_6G) from no control to 8.5m.
- Amend the Lot Size Map (LSZ_06G) from no control to 600m².

The proposal has both strategic and site-specific merit.

The proposal has been prepared in accordance with Section 3.32 and 3.33 of the *Environmental Planning and Assessment Act 1979* (the Act) and the relevant Department of Planning and Environment (Department), *Local Environmental Plan Making Guideline*, August 2023.

Background

MWRLEP 2012 came into effect on 10 August 2012. MWRLEP 2012 is the consolidation of the previous planning controls into one local environmental plan. It is also a translation of those controls into the NSW Government's Standard Instrument Principal Local Environmental Plan.

The majority of the site is zoned RE2 Private Recreation, with the access handle to George Street zoned R3 Medium Density Residential. Figure 1 below details the existing zoning.

The site was formerly a bowling club.



Figure 1: Existing zoning (subject site edged green (Source: Mecone Mosaic)

Part 1 – Objectives or Intended Outcome

Objectives

The objective of the Planning Proposal is to rezone part of the former bowling club from RE2 Private Recreation to R3 Medium Density Residential, to provide additional residential dwellings in the form of multi-dwelling housing to meet the rising demand for housing in the area and offer a diverse and more affordable housing form.

Intended Outcomes

The intended outcomes of the Planning Proposal are to:

- Permit infill multi-dwelling housing close to Mudgee CBD,
- Utilise existing social facilities and infrastructure,
- rezone part of the site from RE2 Private Recreation to R3 Medium Density Residential, and
- amend the relevant Mid-Western Regional Local Environmental Plan 2012 mapping to reflect surrounding development, including: zoning; height of building and minimum lot size.

Land to which the Planning Proposal applies

The land to which the planning proposal applies (subject site) is highlighted light blue and detailed in Figure 1 below. Figure 2 provides an aerial photograph of the site and its surrounds.

The subject site is 16648m² or 1.67ha and is bound by Burrundulla Avenue to the east, residential land zoned R3 – Medium Density Residential to the north and south and an access handle leading on to George Street to the west.

Access to the site is gained from both George Street to the west and Burrundulla Avenue in the east.

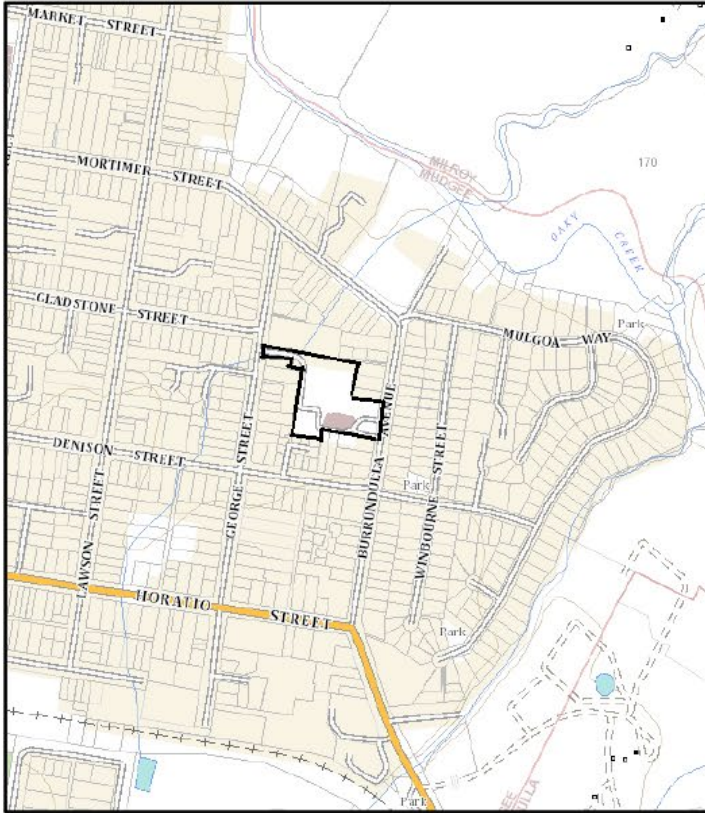


Figure 1: Planning Proposal subject area – outlined in black (Source: adapted from the NSW Planning Portal)



Figure 2: Aerial photograph of subject site (Source: adapted from Six Maps)

STRATEGIC PLANNING |
PLANNING PROPOSAL AMENDMENT
10 -12 BURRUNDULLA AVE, MUDGEE

A Council development application for 49 dwellings on the subject site has been lodged for assessment and is on public exhibition. The plans utilise an access handle from George Street and another access point off Burrundulla Avenue.

The site plan is detailed over.

STRATEGIC PLANNING |
PLANNING PROPOSAL AMENDMENT
10-12 BURRUNDULLA AVE, MUDGEE



STRATEGIC PLANNING |
PLANNING PROPOSAL AMENDMENT
10 -12 BURRUNDULLA AVE, MUDGEE

Site context and setting

The subject site immediately adjoins land zoned R3 Medium Density Residential. The surrounding development is a mix of one and two storey residential development, with single dwelling houses on single lots interspersed with multi dwelling development.

Immediately to the east, on the western side of Burrundulla Ave, is land zoned R2 Low Density Residential, characterised by one and two storey development and predominately single dwelling development.

Part 2 – Explanation of Provisions

The subject site (Lot 122 DP 1074283) has the following planning controls:

- Land zoning: part R3 Medium Density Residential and part RE2 Private Recreation.
- Height of building: part 8.5m and part no maximum height.
- Minimum lots size: part 600m² and part no minimum lot size.

The planning proposal seeks to amend Mid-Western Regional Local Environmental Plan 2012 by:

- Rezoning part of the subject land from RE2 Private Recreation to R3 Medium Density Residential.
- Amending the Height of Buildings map to make the maximum height of building 8.5m over the entire subject site.
- Amending the Minimum Lot Size map to make the minimum lot size 600m² over the entire subject site.

The development controls for the subject site will mirror the controls of the adjoining land.

The Planning Proposal is a map only amendment. No amendments to the written provisions are proposed.

Figure 3 and Figure 4 below demonstrate the existing and proposed zonings maps (adapted from Mecone Mosaic base mapping).

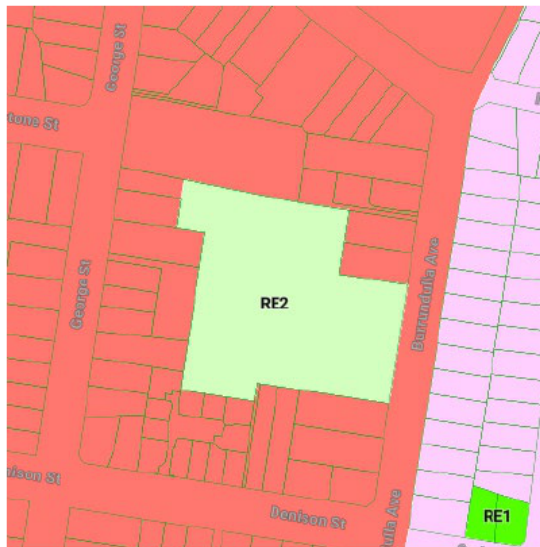


Figure 3: Existing – Land Zoning Map

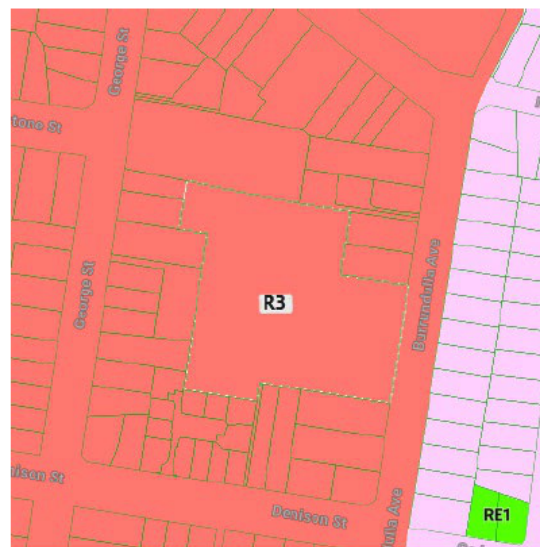


Figure 4: Proposed – Land Zoning Map

Figure 5 and Figure 6 demonstrate the existing and proposed height of building maps (adapted from Mecone Mosaic base mapping).

STRATEGIC PLANNING |
PLANNING PROPOSAL AMENDMENT
10 -12 BURRUNDULLA AVE, MUDGEE



Figure 5: Existing – Height of Building Map



Figure 6: Proposed - Height of Building Map

Figure 7 and Figure 8 demonstrates the existing and proposed lot size maps (adapted from Mecone Mosaic base mapping).



Figure 7: Existing - Minimum Lot Size



Figure 8: Proposed - Minimum Lot Size

Part 3 – Justification

Section A - Need for the Planning Proposal

Q1: Is the planning proposal the result of an endorsed LSPS, strategic study or report?

The Planning Proposal is supported by Council's endorsed Local Strategic Planning Statement (LSPS) and the Mudgee and Gulgong Urban Release Strategy (2023 Updates).

Our Place 2040 – Mid-Western Regional LSPS supports the planning proposal through Planning Priority 2.

Planning Priority 2 Make available diverse, sustainable, adaptable and affordable housing options through effective land use planning.

The planning proposal supports this priority by contributing to housing diversity which in turn, will attract new residents to the Region or ensure existing residents have a choice of housing that suits their needs as their circumstances change.

Our Place 2040 – Mid-Western Regional LSPS can be read at:

<https://www.midwestern.nsw.gov.au/files/assets/public/v/1/council/plans-and-strategies/plan-local-strategic-planning-statement-2020.pdf>

The Mudgee and Gulgong Urban Release Strategy (2023 Updates) prepared by HillPDA updates the 2014 Strategy of the same name. The purpose of this strategy is to:

- Assess the supply and demand of residential land and the status of previously-identified urban release areas (URAs)
- Recommend any required changes to facilitate anticipated demand shortfalls
- Inform Council's strategic planning works and servicing, and
- Provide a framework for the systematic release of residential land to manage the balance of supply and demand over the study period (2021-2041).

Whilst the Strategy identifies a framework for release of residential land, the Strategy states that *Council will need to encourage and enable infill development to ensure that additional pressure is not placed on the land identified in this strategy.*

The strategy highlights that utilising Council or government owned land could be an opportunity to increase infill development.

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PLANNING PROPOSAL AMENDMENT
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Mudgee and Gulgong Urban Release Strategy (2023 Updates) can be viewed at:

<https://www.midwestern.nsw.gov.au/files/assets/public/v/1/council/policies/adopted-mudgee-and-gulgong-urban-release-strategy-2023-update-cm-18.10.2023-min-243-23.pdf>

Q2: Is the planning proposal the best means of achieving the objectives or outcomes, or is there a better way?


The Planning Proposal is the best and only means of rezoning the subject site by amending the Land Zoning map within the Mid-Western LEP 2012 and achieve the intended outcomes and objectives of the Planning Proposal.

Further the Height of Building map and Minimum Lot Size map must also be amended to reflect the surrounding development control. This can only be achieved through a planning proposal.

Section B - Relationship to Strategic Framework

Q3: Will the planning proposal give effect to the objectives and actions of the applicable regional or district plan or strategy?

Yes, the Planning Proposal will give effect to the Central West and Orana Regional Plan 2041.

STRATEGY	DIRECTION/ACTION/OBJECTIVE - COMMENT
Central West and Orana Regional Plan 2041	<p>Objective 13: Provide well located housing options to meet demand.</p> <p>The Planning Proposal is in a well-located area close to Mudgee CBD and amenities and services.</p> <p>Strategy 13.1</p> <div data-bbox="657 1308 1050 1733" style="background-color: #e0f2f7; padding: 10px;"><p>Strategy 13.1 </p><p>To ensure an adequate and timely supply of housing, in the right locations, strategic and local planning should:</p><ul style="list-style-type: none">• respond to environmental, employment and investment considerations, and population dynamics when identifying new housing opportunities• consider how proposed release areas could interact with longer term residential precincts• provide new housing capacity where it can use existing infrastructure capacity or support the timely delivery of new infrastructure.• Identify a pipeline of housing supply that meets community needs and provides appropriate opportunities for growth.</div> <p>As future housing on the site will be infill development, the development will utilise existing infrastructure capacity. The development will be in the right location and will supply much needed diverse housing type.</p> <p>Objective 14: Plan for diverse, affordable, resilient and inclusive housing.</p>

The Planning Proposal will rezone the subject site to R3 Medium Density Residential. It is likely that the future development will be in the form of multi-dwelling housing.

Strategy 14.1

To improve housing diversity, strategic and local planning should:

- allow a diversity of housing, including affordable housing, student housing, shop top housing, more dense housing types and housing choices for seniors close to existing services, and on land free from hazards
- improve certainty of development outcomes and streamline development processes.

The planning proposal allows a diversity of housing on a large parcel of land free of hazards and constraints. Again, It is well located to existing services and infrastructure and would appeal to downsizes, first home buyers and those residents looking for a low maintenance more affordable dwelling than a single dwelling on a large lot.

Q4: Is the planning proposal consistent with a council LSPS that has been endorsed by the Planning Secretary or GSC, or another endorsed local strategy or strategic plan?

The Planning Proposal is consistent with Council’s Toward’s 2040 and Our Place 2040, Local Strategic Planning Statement. Details on this consistency is detailed in Q1 above.

Q5: Is the planning proposal consistent with any other applicable State and regional studies or strategies?

The Planning Proposal supports the NSW Government’s priority to boost housing supply by creating a housing supply pipeline. The Planning Proposal provides additional housing (up to 49 dwellings) in the form of infill development that is diverse and close to Mudgee CBD capitalising on social and physical infrastructure.

The exact number of dwellings will be determined during the detail design phase and submission of a development application in the future.

Q6: Is the planning proposal consistent with applicable SEPPs?

Yes. An analysis of the applicable State Environmental Planning Policies (SEPP’s) is included in the following table.

SEPP TITLE	PLANNING PROPOSAL CONSISTENCY
SEPP (Biodiversity and Conservation) 2021	Yes - The Planning Proposal will not impede the ongoing implementation of the provisions of the SEPP.
SEPP (Sustainable Buildings) 2022	Yes - The Planning Proposal is consistent with the SEPP and will not impede the ongoing implementation of the provisions of the SEPP. Future development application would need to address the SEPP.

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SEPP TITLE	PLANNING PROPOSAL CONSISTENCY
SEPP (Exempt & Complying Development Codes) 2008	Yes - The Planning Proposal is consistent with the SEPP and will not impede the ongoing implementation of the provisions of the SEPP.
SEPP (Housing) 2021	Yes – The Planning Proposal is consistent with the SEPP and will not impede the ongoing implementation of the provisions of the SEPP
SEPP (Industry and Employment) 2021	Not applicable.
SEPP No 65 – Design and Quality of Residential Apartment Development	Not applicable.
SEPP (Planning Systems) 2021	Yes - The Planning Proposal is consistent with the SEPP and will not impede the ongoing implementation of the provisions of the SEPP.
SEPP (Precincts – Central River City) 2021	Not applicable.
SEPP (Precincts – Eastern Harbour City) 2021	Not applicable.
SEPP (Precincts – Regional) 2021	Yes - The Planning Proposal is consistent with the SEPP and will not impede the ongoing implementation of the provisions of the SEPP.
SEPP (Precincts – Western Parkland City) 2021	Not applicable.
SEPP (Primary Production) 2021	Not applicable.
SEPP (Resilience and Hazards) 2021	Yes - The Planning Proposal is consistent with the SEPP and will not impede the ongoing implementation of the provisions of the SEPP.
SEPP (Resources and Energy) 2021	Contamination and remediation will be considered at the development application stage. Yes - The Planning Proposal is consistent with the SEPP and will not impede the ongoing implementation of the provisions of the SEPP.
SEPP (Transport and Infrastructure) 2021	Yes - The Planning Proposal is consistent with the SEPP and will not impede the ongoing implementation of the provisions of the SEPP.

Q7: Is the planning proposal consistent with applicable Ministerial Directions (section 9.1 Directions)?

These directions apply to planning proposals lodged with the Department on or after the date the particular direction was issued and commenced.

Detailed in the table below are the directions issued by the Minister for Planning to relevant planning authorities under section 9.1(2) of the *Environmental Planning and Assessment Act 1979*.

DIRECTION	PLANNING PROPOSAL CONSISTENCY
Focus area 1: Planning Systems	
1.1 – Implementation of Regional Plan	Consistent with Regional Plan as detailed in Question 3 above
1.2 - Development of Aboriginal Land Council land	Not applicable
1.3 - Approval and Referral Requirements	The proposed amendments do not include the requirements for approvals or referrals
1.4 - Site Specific Provisions	Not applicable, as the proposed amendments are not site specific
1.4A – Exclusion of Development Standards from Variation	Consistent. The Planning Proposal does not limit the application of clause 4.6
1.5 - Parramatta Road Corridor Urban Transformation Strategy	Not applicable

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DIRECTION	PLANNING PROPOSAL CONSISTENCY
1.6 - Implementation of North West Priority Growth Area Land Use and Infrastructure Implementation Plan	Not applicable
1.7 - Implementation of Greater Parramatta Priority Growth Area Interim Land Use and Infrastructure Implementation Plan	Not applicable
1.8 - Implementation of Wilton Priority Growth Area Interim Land Use and Infrastructure Implementation Plan	Not applicable
1.9 - Implementation of Glenfield to Macarthur Urban Renewal Corridor	Not applicable
1.10 - Implementation of the Western Sydney Aerotropolis Plan	Not applicable
1.11 - Implementation of Bayside West Precincts 2036 Plan	Not applicable
1.12 - Implementation of Planning Principles for the Cooks Cove Precinct	Not applicable
1.13 - Implementation of St Leonards and Crows Nest 2036 Plan	Not applicable
1.14 - Implementation of Greater Macarthur 2040	Not applicable
1.15 - Implementation of the Pyrmont Peninsula Place Strategy	Not applicable
1.16 - North West Rail Link Corridor Strategy	Not applicable
1.17 - Implementation of the Bays West Place Strategy	Not applicable
1.18 - Implementation of the Macquarie Park Innovation Precinct	Not applicable
1.19 - Implementation of Westmead Place Strategy	Not applicable
1.20 - Implementation of Camellia-Rosehill Place Strategy	Not applicable
1.21 - Implementation of South West Growth Area Structure Plan	Not applicable
1.22 - Implementation of Cherrybrook Station Place Strategy	Not applicable
Focus area 2: Design and Place	
-	
Focus area 3: Biodiversity and Conservation	
3.1 - Conservation Zones	Consistent
3.2 - Heritage Conservation	Consistent
3.3 - Sydney Drinking Water Catchments	Not applicable
3.4 - Application of C2 and C3 Zones and Environmental Overlays in Far North Coast LEPs	Not applicable
3.5 - Recreation Vehicle Areas	Not applicable
3.6 - Strategic Conservation Planning	Not applicable
3.7 - Public Bushland	Not applicable
3.8 - Willandra Lakes Region	Not applicable
3.9 - Sydney Harbour Foreshore and Waterways	Not applicable
3.10 - Water Catchment Protection	Not applicable
Focus area 4: Resilience and Hazards	
4.1 - Flooding	Consistent
4.2 - Coastal Management	Not applicable
4.3 - Planning for Bushfire Protection	Consistent
4.4 - Remediation of Contaminated Land	Consistent
4.5 - Acid Sulfate Soils	Consistent
4.6 - Mine Subsidence and Unstable Land	Consistent

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DIRECTION	PLANNING PROPOSAL CONSISTENCY
Focus area 5: Transport and Infrastructure	
5.1 - Integrating Land Use and Transport	Not applicable
5.2 - Reserving Land for Public Purposes	Not applicable
5.3 - Development Near Regulated Airports and Defence Airfields	Not applicable
5.4 - Shooting Ranges	Not applicable
Focus area 6: Housing	
6.1 - Residential Zones	Consistent – the Planning Proposal broadens the choice for housing and makes efficient use of existing infrastructure and services
6.2 - Caravan Parks and Manufactured Home Estates	Not applicable
Focus area 7: Industry and Employment	
7.1 - Business and Industrial Zones	Not applicable
7.2 - Reduction in non-hosted short-term rental accommodation period	Not applicable.
7.3 - Commercial and Retail Development along the Pacific Highway, North Coast	Not applicable.
Focus area 8: Resources and Energy	
8.1 - Mining, Petroleum Production and Extractive Industries	Not applicable
Focus area 9: Primary Production	
9.1 - Rural Zones	Not applicable
9.2 - Rural Lands	Not applicable
9.3 - Oyster Aquaculture	Not applicable.
9.4 - Farmland of State and Regional Significance on the NSW Far North Coast	Not applicable

Section C - Environmental, Social and Economic Impact

Q8: Is there any likelihood that critical habitat or threatened species, populations or ecological communities, or their habitats, will be adversely affected as a result of the proposal?

The subject site is generally cleared of vegetation, with general regrowth on the former bowling greens. The site is overgrown and there is a stand of trees on site.

It is highly unlikely that there will be any direct adverse impacts on critical habitat or threatened species, populations or ecological communities, or their habitats. Site specific constraints will be considered during the assessment of any future development applications within the subject area.

Q9: Are there any other likely environmental effects as a result of the planning proposal and how are they proposed to be managed?

As set out in Department’s *Local Environmental Plan Making Guideline* (August 2023), the purpose of this question is to ascertain the likely environmental effects that may be

relevant. The nature of the planning proposal is such that no technical information is required.

Q10: How has the planning proposal adequately addressed any social and economic effects?

The social and economic effects of the planning proposal are positive for Mid-Western LGA and the local and future residents. The planning proposal will facilitate future development of multi dwelling housing that will contribute to the housing diversity and choice in Mudgee.

The site is close to the Mudgee town centre, being the largest town in Mid-Western LGA enjoying high amenities and services including schools, childcare, medical facilities and retail and commercial services.

Positive economic effect with an increase in jobs during construction and future residents will be close to jobs in Mid-Western's largest and main township.

Q11: Is there adequate public infrastructure for the planning proposal?

The site will capitalise on existing infrastructure and services – water, sewer, electricity, phone and NBN.

Q12: What are the views of state and federal public authorities and government agencies consulted in order to inform the Gateway determination?

The views of state and federal public authorities and government agencies were not sort prior to Gateway determination due to the nature of the Planning Proposal.

STRATEGIC PLANNING |
PLANNING PROPOSAL AMENDMENT
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Part 4 – Mapping

The Planning Proposal is a map only amendment. Maps submitted to the Department post Gateway determination will be consistent with the Department's *Standard Technical Requirements for Spatial Datasets and Maps*.

The following maps will be subject to amendments:

- 5270_COM_LZN_006G_010_20230317
- 5270_COM_HOB_006G_010_20120619
- 5270_COM_LSZ_006G_010_20230317

Part 5 – Community Consultation

Community consultation has not been carried out prior to the preparation of the Planning Proposal.

The Planning Proposal is considered 'standard' in accordance with the Department's *Local Environmental Plan Making Guideline* (August 2023) and requires a public exhibition period of 20 days.

Public exhibition will be undertaken in accordance with any issued Gateway Determination and Council policy.

STRATEGIC PLANNING |
PLANNING PROPOSAL AMENDMENT
10-12 BURRUNDULLA AVE, MUDGEE

Part 6 – Project Timeline

The Planning Proposal is a minor amendment to the *Mid-Western Local Environmental Plan 2012* and should be able to be achieved within 6-9 months of the date of the Gateway Determination.

Proposed Timeline

MILESTONE	DATE
Gateway Determination	April 2024
Completion of Technical Information	N/A
Agency Consultation	May 2024
Public Exhibition	June 2024
Consideration of Submissions	August 2024
Report to Council	September 2024
Legal Drafting & Opinion (incl Mapping)	September 2024
Finalisation	October 2024

Feedback submission: Planning Proposal - 12 Burrundulla Avenue



Submitted on	8 July 2024, 6:55PM
Receipt number	2
Related form version	1

Your Details

First name Geraldine

Last name Garvan

Email

A copy of your submission will be sent to this email address.

Your Submission

What section of the Planning Proposal - 12 Burrundulla Avenue would you like to provide feedback on? Change of land use.

Please provide a detailed description of your submission

I would like to object to recreational designation of land use to be changed to residential. As Mudgee grows recreational facilities will be needed in or close to town. Residential development can be done out of town to reduce congestion.

Declaration

Privacy Statement & Terms and Conditions

I have read and accept the [privacy statement](#), any above statements and applicable [terms and conditions](#) as listed on Council's website.

I have read and accept the above and any applicable terms and conditions.

Signature

Name of signatory: G M Garvan

[Link to signature](#)

Feedback submission: Planning Proposal - 12 Burrundulla Avenue



Submitted on	8 July 2024, 7:14PM
Receipt number	3
Related form version	1

Your Details

First name	Jenny
Last name	Johnson
Email	[REDACTED]

A copy of your submission will be sent to this email address.

Your Submission

What section of the Planning Proposal - 12 Burrundulla Avenue would you like to provide feedback on?	The entire project
--	--------------------

Please provide a detailed description of your submission	Having worked in healthcare for 42 years, returning here after finishing my training in 83, to struggling to find accommodation as the hospital had no nurses home, it was very stressful, then returning in 95 with young family and again finding accommodation dreadfully hard. Have a daughter and her partner paying 420 a week for somewhere to call their own. I firmly believe that the project being proposed by council is wonderful, to have purpose built accommodation for Police, Teachers, Allied health staff as well as doctors and nurses is forward thinking.
--	--

Declaration

Privacy Statement & Terms and Conditions I have read and accept the privacy statement any above statements and applicable terms and conditions as listed on Council's website.	I have read and accept the above and any applicable terms and conditions.
--	---

Signature

Feedback submission: Planning Proposal - 12 Burrundulla Avenue



Submitted on	9 July 2024, 8:30AM
Receipt number	4
Related form version	1

Your Details

First name Amanda

Last name Whites

Email

A copy of your submission will be sent to this email address.

Your Submission

What section of the Planning Proposal - 12 Burrundulla Avenue would you like to provide feedback on? The purpose

Please provide a detailed description of your submission

If this is housing for key workers I support this project wholeheartedly. We need accommodation for nurses, teachers, doctors, police. I think this is a great initiative. Well done Council and if it brings more key workers to town you've done a great job

Declaration

Privacy Statement & Terms and Conditions

I have read and accept the [privacy statement](#), any above statements and applicable [terms and conditions](#) as listed on Council's website.

I have read and accept the above and any applicable terms and conditions.

Signature

Name of signatory: Amanda Whites



[Link to signature](#)

Feedback submission: Planning Proposal - 12 Burrundulla Avenue



Submitted on	10 July 2024, 8:43AM
Receipt number	5
Related form version	1

Your Details

First name	Matthew
Last name	Baskerville
Email	[REDACTED]

A copy of your submission will be sent to this email address.

Your Submission

What section of the Planning Proposal - 12 Burrundulla Avenue would you like to provide feedback on?	Objectives
--	------------

Please provide a detailed description of your submission	<p>From the objectives it's unclear (I may have missed something) as to the plans after development. Would they be sold or retained as assets & rented out?</p> <p>To ensure ongoing affordability of this housing there would need to be controls in place if they were offered for sale to ensure ongoing affordability & likewise with their management if retained for rentals.</p> <p>Overall I believe that the project would be beneficial to Mudgee regardless.</p> <p>Affordable housing being key it will be beneficial in helping to retain & attract workers in emergency services, healthcare, education, trades & retail sectors.</p>
--	---

Declaration

Privacy Statement & Terms and Conditions I have read and accept the privacy statement , any above statements and applicable terms and conditions as listed on Council's website.	I have read and accept the above and any applicable terms and conditions.
--	---

Signature	Name of signatory: Matthew Baskerville
-----------	--

Feedback submission: Planning Proposal - 12 Burrundulla Avenue



Submitted on	11 July 2024, 12:41AM
Receipt number	6
Related form version	1

Your Details

First name	Sara
Last name	Perry
Email	[REDACTED]

A copy of your submission will be sent to this email address.

Your Submission

What section of the Planning Proposal - 12 Burrundulla Avenue would you like to provide feedback on?	Part 1, 2, 3 & 5
--	------------------

Please provide a detailed description of your submission	<p>Part 1:</p> <ul style="list-style-type: none"> - Site plan <p>There are existing homes missing from the site plan that will be directly impacted by this development.</p> <ul style="list-style-type: none"> - Site context and setting <p>There is a maximum of 6 x two storey homes within a 1 block radius of this development. This development is not in keeping in comparison to the other single storey and single dwelling properties in the area.</p> <p>Part 2:</p> <ul style="list-style-type: none"> - Rezoning the land from RE2 Private Recreation to R3 Medium Density. Referring to Councils Adopted Recreation Strategy 2013, it is recommended that each household be within 400m of at least 0.5ha of open space. This development does not meet these recommendations. Indoor sport facilities are limited which is also referred to in this report. Under the current zoning, it is permitted to build an indoor sports facility without the requirement of rezoning. <p>West End/Jubilee oval- it has been sighted in the Adopted Recreations Strategy report that this land could be classified as residential, this should be considered as an alternative sight</p> <p>Part 3:</p> <p>The development has been misleading. Council have sighted that the development is to house 'essential workers', how will council determine who is an 'essential worker' and discriminate against others who require to be housed in the area? Strategy 13.1 refers to how 'proposed release areas could interact with longer term residential precincts' - to add 49 residences to one area is going to have significant impact on what is already a high traffic (no traffic reports were conducted on Burrundulla Avenue, even though this is a thoroughfare to Sydney Road) and high crime area. Community or neighborhood consultation would support this.</p> <p>Part 5:</p> <p>No community consultation is ignorant of the council.</p>
--	---

Finally, to develop this land for council by council should be considered a conflict of interest.

Declaration

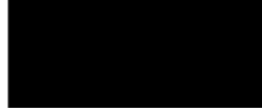
Privacy Statement & Terms and Conditions

I have read and accept the [privacy statement](#) any above statements and applicable [terms and conditions](#) as listed on Council's website.

I have read and accept the above and any applicable terms and conditions.

Signature

Name of signatory: Sara Perry



[Link to signature](#)

General Manager,

With putting more affordable housing in the area you're just creating a mess. Half of Winbourne st is terrible once the sun goes down. The fights and arguments that go on are ridiculous and that's still after the residents in the flats have been removed part time while the flats are getting renovated. Before they got removed the commotion was nearly every night, the police would be in the street 2 or 3 times a night. Now once the flats get renovated and your proposed affordable housing and units get built who knows what we're in for, and on a busy street like Burrundulla Ave they'll be on the street creating traffic hazards. For the families who call Burrundulla Avenue home, with these constant commotions create an uneasy environment which will see our kids go from playing safely in our front yards to retreating to inside to not be subjected to their poor and unsafe behaviors.

There is to much traffic speeding up Burrundulla Ave already without bringing affordable housing to the area, put it out of town and run a bus service.

The land is zoned for recreation 20million would build a great indoor sports venue for kids. The more the town grows the more options for kids sports would be a valuable addition to Mudgee. You cant just rely on glen willow which mostly is for winter sports, only touch football in summer.

Have affordable venues for for your indoor sports of all kinds, give people options and keep it affordable where the organizations can afford the rent and have great facilities. An indoor recreation sports venue would also generate tourism and income to the area, which is a benefit to our locally owned businesses, big or small.

We do not want affordable housing. Its time to put our children to the forefront and create more opportunities for sports and recreation to represent Mudgee.

Thanks,

Kaine Munn, 



17 June 2024

To: The General Manager
Mid Western Regional Council
PO Box 156
Mudgee NSW 2850

By email to council@midwestern.nsw.gov.au

To the General Manager

Re: The Planning Proposal seeks an amendment to Mid-Western Regional Local Environmental Plan 2012 (LEP) to rezone part of Lot 122 DP1074283 from RE2 Private Recreation with no maximum height limit to R3 Medium Density Residential with a maximum height limit of 8.5m.

We are writing further to our correspondence of 8 April 2024 and restate the objections contained in that letter.

It is concerning that you continue to issue plans that do not reflect that our property exists which leads us to conclude you have not considered our objections as required, in particular see Planning Proposal April 2024 Figure 2 Page 7 and page 9.

We do not object to the zoning reclassification from recreational to residential we do however object to the removal of the minimum lot size and increase to medium density residential where the rest of the area is low density residential. It not only undermines the character of the area it devalues it for existing residents and no regard appears to have been given to that.

It continues to remain unclear what the alleged benefits are for local residents. The argument that it brings employment is flawed as construction roles will only be temporary.

There is ample land to develop high density housing on the edge of town consistent with the existing high density housing for instance at Caerleon.

Do not hesitate to contact us if you have any further questions.

Yours sincerely

Michael Marsh

Jessica Blomfield

Deed

Bellambi Heights Battery Energy Storage System Project

Planning Agreement

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

Mid-Western Regional Council

Vena Energy Services (Australia) Pty Ltd

Date:

[Insert Date]

Bellambi Heights Battery Energy Storage System Project Planning Agreement

Mid-Western Regional Council

Vena Energy Services (Australia) Pty Ltd

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Bellambi Heights Battery Energy Storage System Project Planning Agreement**Mid-Western Regional Council****Vena Energy Services (Australia) Pty Ltd**

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Bellambi Heights Battery Energy Storage System Project Planning Agreement

Mid-Western Regional Council

Vena Energy Services (Australia) Pty Ltd

Summary Sheet

Council:

Name: Mid-Western Regional Council ABN 96 149 391 332

Address: 86 Market Street, Mudgee NSW 2850

Telephone: 02 63782850

Email: council@midwestern.nsw.gov.au

Representative: Bradley Cam

Developer:

Name: Vena Energy Services (Australia) Pty Ltd

Address: Suite 1, Level 7, 200 Mary Street, Brisbane, QLD, 4000

Telephone: +61 417 997 099

Email: duncan.mortimer@venaenergy.com

Representative: Duncan Mortimer

Land:

See definition of *Land* in clause 1.1.

Development:

See definition of *Development* in clause 1.1.

Development Contributions:

See clause 10 and Schedule 1.

Application of s7.11, s7.12 and s7.24 of the Act:

See clause 8.

Security:

See Part 4.

Registration:

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Bellambi Heights Battery Energy Storage System Project Planning Agreement**Mid-Western Regional Council**

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See clause 18.

Restriction on dealings:

See clause 19.

Dispute Resolution:

See Part 3.

DRAFT

Bellambi Heights Battery Energy Storage System Project Planning Agreement

Mid-Western Regional Council

Vena Energy Services (Australia) Pty Ltd

Bellambi Heights Battery Energy Storage System Project Planning Agreement

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

Parties

Mid-Western Regional Council ABN 96 149 391 332 of 86 Market Street, Mudgee NSW 2850 (**Council**)

and

Vena Energy Services (Australia) Pty Ltd ACN 609 132 747 of Suite 1, Level 7, 200 Mary Street, Brisbane, QLD, 4000 (**Developer**)

Background

- A The Developer has made a Development Application with reference number SSD-33344237 to the Minister for Planning for consent under the *Environmental Planning and Assessment Act 1979 (Act)* to develop a 408MW battery energy storage system and associated infrastructure (**Bellambi Heights Battery Energy Storage System Project**).
- B The Bellambi Heights Battery Energy Storage System Project will be carried out on land within the Council's local government area.
- C Pursuant to s7.4 of the Act the Developer and the Council have agreed to enter into this Deed in connection with the Bellambi Heights Battery Energy Storage System Project.
- D The purpose of this Deed is for the Developer to provide monetary Development Contributions to the Council in connection with the Bellambi Heights Battery Energy Storage System Project to be applied towards public purposes identified in the Mid-Western Regional Council Community Plan and Delivery Program and identified in this Deed.

Operative provisions

Part 1 - Preliminary

1 Interpretation

1.1 In this Deed the following definitions apply:

Act means the *Environmental Planning and Assessment Act 1979* (NSW).

Annual Development Contribution has the same meaning as defined in Column 4 of the table set out in Schedule 1.

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Approval includes approval, consent, licence, permission or the like.

Authority means the Commonwealth or New South Wales government, a Minister of the Crown, a government department, a public authority established by or under any Act, a council or county council constituted under the *Local Government Act 1993*, or a person or body exercising functions under any Act including a commission, panel, court, tribunal and the like.

Bank Guarantee means an irrevocable and unconditional undertaking in favour of the Council to pay an amount or amounts of money to the Council on demand issued by:

- (a) one of the following trading banks:
 - (i) Australia and New Zealand Banking Group Limited,
 - (ii) Commonwealth Bank of Australia,
 - (iii) Macquarie Bank Limited,
 - (iv) National Australia Bank Limited,
 - (iv) St George Bank Limited,
 - (v) Westpac Banking Corporation,
 - (vi) Sumitomo Mitsui Banking Corporation, or
- (b) any other financial institution approved by the Council acting reasonably.

Capital Investment Value has the same meaning as in the Regulation.

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

Construction Certificate has the same meaning as in the Act.

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

CPI means the *Consumer Price Index (All Groups – Sydney)* published by the Australian Bureau of Statistics.

Deed means this Deed and includes any schedules, annexures and appendices to this Deed.

Developer's CSR Focus Areas means the Developer's CSR Focus Areas as set out in Schedule 2, as amended from time to time.

Development means development for the purposes of the Project involving development of a 408MW battery energy storage system and associated infrastructure on the Land described in Development Application SSD-33344237 for which Development Consent is granted, as modified from time to time (whether pursuant to s4.55, 4.56 of the Act or a Development Consent to a new Development Application).

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means the monetary contribution to be paid by the Developer to Council as set out in Schedule 1 of this Deed, to be used for, or applied towards the public purpose for which it was made, but does not include any Security or other benefit provided by a Party to the Council to secure the enforcement of that Party's obligations under this Deed for the purposes of s7.4(3)(g) of the Act.

Bellambi Heights Battery Energy Storage System Project Planning Agreement

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Dispute means a dispute or difference between the Parties under or in relation to this Deed.

Final Investment Decision means the final investment decision by the Developer to commence the Development, following receipt of all necessary approvals to lawfully commence the Development and as formally notified to the Council in accordance with clause 9.1.1.

First Operational Day means the date specified in a notice issued under the Project's engineering, procurement, and construction agreement that the Project has achieved commercial operations.

GST has the same meaning as in the GST Law.

GST Law has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

Initial Development Contribution has the same meaning as defined in Column 4 of the table set out in Schedule 1.

Land means lots 102 and 101 in DP 1203462, also known as 696 Castlereagh Highway and 79 Puggoon Road, Beryl, NSW 2852.

Mid-Western Regional Council Community Plan and Delivery Program means the community strategic plan and delivery program adopted by the Council from time to time under the *Local Government Act 1993*.

Party means a party to this Deed.

Public Purpose means the public purpose set out in Column 2 of the table set out in Schedule 1.

Project means the Bellambi Heights Battery Energy Storage System Project.

Regulation means the *Environmental Planning and Assessment Regulation 2021* (NSW).

Security means a Bank Guarantee required under this Deed to the satisfaction of the Council indexed in accordance with the CPI from the date of this Deed.

1.2 In the interpretation of this Deed, the following provisions apply unless the context otherwise requires:

1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Deed.

1.2.2 A reference in this Deed to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.

1.2.3 If the day on which any act, matter or thing is to be done under this Deed is not a business day, the act, matter or thing must be done on the next business day.

1.2.4 A reference in this Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars.

1.2.5 A reference in this Deed to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.

1.2.6 A reference in this Deed to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and

Bellambi Heights Battery Energy Storage System Project Planning Agreement**Mid-Western Regional Council****Vena Energy Services (Australia) Pty Ltd**

any subordinate legislation or regulations issued under that legislation or legislative provision.

- 1.2.7 A reference in this Deed to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed.
- 1.2.9 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 1.2.10 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.2.11 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- 1.2.12 References to the word 'include' or 'including' are to be construed without limitation.
- 1.2.13 A reference to this Deed includes the agreement recorded in this Deed.
- 1.2.14 A reference to a Party to this Deed includes a reference to the employees, agents and contractors of the Party, the Party's successors and assigns.
- 1.2.15 A reference to 'dedicate' or 'dedication' in relation to land is a reference to dedicate or dedication free of cost.
- 1.2.16 Any schedules, appendices and attachments form part of this Deed.
- 1.2.17 Notes appearing in this Deed are operative provisions of this Deed.

2 Status of this Deed

- 2.1 This Deed is a planning agreement within the meaning of s7.4(1) of the Act.

3 Commencement

- 3.1 This Deed commences and has force and effect on and from the date when the Parties have:
- 3.1.1 both executed the same copy of this Deed, or
- 3.1.2 each executed separate counterparts of this Deed and exchanged the counterparts.
- 3.2 The Parties are to insert the date when this Deed commences on the front page and on the execution page.
- 3.3 This Deed expires on the later of the date:
- 3.3.1 the Project has been decommissioned in accordance with the conditions of the Development Consent, or
- 3.3.2 the Development Contribution has been paid in full to the Council.

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4 Application of this Deed

4.1 This Deed applies to the Land and to the Development.

5 Warranties

5.1 The Parties warrant to each other that they:

5.1.1 have full capacity to enter into this Deed, and

5.1.2 are able to fully comply with their obligations under this Deed.

6 Further agreements

6.1 The Parties may, at any time and from time to time, enter into agreements relating to the subject-matter of this Deed that are not inconsistent with this Deed for the purpose of implementing this Deed.

7 Surrender of right of appeal, etc.

The Developer is not to commence or maintain, or to cause or procure the commencement or maintenance, of any proceedings in any court or tribunal or similar body appealing against, or questioning the validity of this Deed, or an Approval relating to the Development in so far as the subject-matter of the proceedings relates to this Deed.

8 Application of s7.11, s7.12 and Division 7.1, Subdivision 4 of the Act to the Development

8.1 This Deed does not exclude the application of s7.11 of the Act to the Development.

8.2 This Deed does not exclude the application of s7.12 of the Act to the Development.

8.3 The benefits under this Deed are not to be taken into consideration when determining a development contribution under s7.11 of the Act in relation to the Development.

8.4 This Deed does not exclude the application of Division 7.1, Subdivision 4 (Housing Productivity Contributions) of the Act to the Development.

Part 2 – Development Contributions

9 Notification to Council

9.1 The Developer is to notify the Council in writing of:

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- 9.1.1 the Final Investment Decision promptly and no later than 5 business days after the making of that decision, and
- 9.1.2 the Developer's receipt of all Approvals required to commence the Development promptly and no later than 5 business days after receipt of all such Approvals, and
- 9.1.3 the date of the First Operational Day, once that date is known by the Developer, and no later than 5 business days after the First Operational Day.
- 9.2 The Developer has no obligation to make Development Contributions to the Council under this Deed if:
 - 9.2.1 the Developer does not receive all Approvals required to commence the Development, or
 - 9.2.2 the Project does not reach the First Operational Day.

10 Provision of Development Contribution

- 10.1 The Developer is to make the Development Contribution to the Council in accordance with Schedule 1 and any other provision of this Deed relating to the making of the Development Contribution.
- 10.2 The Council is to apply each Development Contribution made by the Developer under this Deed towards the Public Purpose for which it is made and otherwise in accordance with this Deed.
- 10.3 Prior to the end of each financial year, Council must meet with the Developer to explain how the Development Contributions were utilised by Council over the previous financial year and how such activities align with the Public Purpose for which it was made.

11 Modification to Development and additional monetary Development Contribution

- 11.1 This clause applies on and from the date after the Development Consent is granted to Development Application SSD-33344237.
- 11.2 Each time an application to modify the Development Consent to Development Application SSD-33344237 is made, or a new Development Application is made in respect of the Project, the Developer is to notify the Council in writing of such application and the Capital Investment Value of the Development as modified.
- 11.3 Each time:
 - 11.3.1 the Development Consent to Development Application SSD-33344237 is modified, or
 - 11.3.2 a new Development Consent is granted in respect of the Project,

(Subject Modification)

an adjustment to the Annual Development Contribution is to be calculated in accordance with the following formulas:

Formula for Determining the Total Adjustment Amount

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$$A = 1\% \times (MCIV - ECIV)$$

Where:

A is the total adjustment amount arising from the Subject Modification

MCIV is the Capital Investment Value of the Development as modified by the Subject Modification

ECIV is the Capital Investment Value of the Development immediately before the Subject Modification

Formula for Determining the Adjusted Annual Development Contribution

$$N = ADC + A/Y$$

Where:

N is the dollar amount of the Adjusted Annual Development Contribution based on 'A' in the Formula for Determining the Total Adjustment Amount

ADC is the Annual Development Contribution immediately before the Subject Modification

Y is the number of unpaid instalments of the Annual Development Contribution at the time of the Subject Modification

- 11.4 The Parties agree that the amount calculated as 'N' in Formula for Determining the Adjusted Annual Development Contribution in clause 10.3 replaces the Annual Development Contribution provided for in Schedule 1 with respect to all unpaid instalments of the Annual Development Contribution, unless further adjusted in accordance with this clause.

12 Payment of monetary Development Contributions

- 12.1 The Annual Development Contributions are to be indexed from the date of this Deed until the date of payment in accordance with the CPI.
- 12.2 A monetary Development Contribution is made for the purposes of this Deed when the Council receives the full amount of the contribution payable under this Deed in cash or by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the Council.

Part 3 – Dispute Resolution

13 Dispute resolution – expert determination

- 13.1 This clause applies to a Dispute between any of the Parties to this Deed concerning a matter arising in connection with this Deed that can be determined by an appropriately qualified expert if:
- 13.1.1 the Parties to the Dispute agree that it can be so determined, or
- 13.1.2 the Chief Executive Officer of the professional body that represents persons who appear to have the relevant expertise to determine the

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Dispute gives a written opinion that the Dispute can be determined by a member of that body.

- 13.2 A Dispute to which this clause applies is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 13.3 If a notice is given under clause 13.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 13.4 If the Dispute is not resolved within a further 28 days (or such longer period as agreed between the Parties), the Dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.
- 13.5 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 13.6 Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
- 13.7 The Parties are to share equally the costs of the President, the expert, and the expert determination.

14 Dispute Resolution – mediation

- 14.1 This clause applies to any Dispute arising in connection with this Deed other than a Dispute to which clause 13 applies.
- 14.2 Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 14.3 If a notice is given under clause 14.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 14.4 If the Dispute is not resolved within a further 28 days (or such longer period as agreed between the Parties), the Parties are to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator.
- 14.5 If the Dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the Dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.
- 14.6 Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
- 14.7 The Parties are to share equally the costs of the President, the mediator, and the mediation.

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Part 4 – Enforcement

15 Security for performance of obligations

- 15.1 The Developer is to provide Security to the Council in accordance with this clause 15 as security for the Developer performing its obligations under this Deed.
- 15.2 At least 30 days before the First Operational Day, the Developer is to provide Security to the Council in the amount of \$150,000 (**'Initial Security'**).
- 15.3 The Council may call-up or claim upon the Initial Security for any costs incurred by the Council in rectifying the Developer's failure to pay the Initial Development Contribution, including:
- 15.3.1 the costs of the Council's employees, agents and contractors reasonably incurred for that purpose,
 - 15.3.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
 - 15.3.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach,
- in accordance with clause 16.
- 15.4 Immediately after the Initial Development Contribution is paid by the Developer to the Council, the Council must return the Initial Security to the Developer in exchange for the Developer providing a replacement Security to the Council in the amount of \$100,000 (**'Annual Development Contribution Security'**).
- 15.5 The Developer is required to maintain the Annual Development Contribution Security until the final Annual Development Contribution is made by the Developer to Council.
- 15.6 The Council may call-up or claim upon the Annual Development Contribution Security if the Developer fails to pay an Annual Development Contribution in accordance with Schedule 1, and for any costs incurred by the Council in rectifying the Developer's failure to an Annual Development Contribution, including:
- 15.6.1 the costs of the Council's employees, agents and contractors reasonably incurred for that purpose,
 - 15.6.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
 - 15.6.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach,
- in accordance with clause 16.
- 15.7 If the Council is entitled to call-up and use the Annual Development Contribution Security in accordance with this Deed at any time before the final Annual Development Contribution is required to be made by the Developer, the Developer must:
- 15.7.1 within 7 days of receiving a written notice from the Council, pay any shortfall between the Annual Development Contribution Security held at the time by the Council, and

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- 15.7.2 within 30 days of receiving a written notice from the Council reinstate the Annual Development Security held by the Council to the amount of \$100,000, and must do so each and every time after the Council has called-up and used the Annual Development Security.
- 15.8 The Council is to release and return the Annual Development Contribution Security or any unused part of it to the Developer within 14 days after the Developer pays the final Annual Development Contribution to Council in accordance with this Deed.
- 15.9 The Developer may at any time provide the Council with a replacement Initial Security or Annual Development Contribution Security.
- 15.10 On receipt of a replacement Security, the Council is to release and return the Security that has been replaced to the Developer.
- 15.11 The Council may call-up or claim upon the Security for an amount due and owing in accordance with clause 16.
- 15.12 The Developer is to ensure that the amount of the Security provided to the Council is indexed every 5 years in accordance with the CPI.

16 Breach of obligations

- 16.1 If the Developer breaches this Deed, Council may give a written notice to the Developer:
- 16.1.1 specifying the nature and extent of the breach,
- 16.1.2 requiring the Developer to rectify the breach, or
- 16.1.3 specifying the period within which the breach is to be rectified, being a period that is reasonable in the circumstances.
- 16.2 If the Developer fails to fully comply with a notice referred to in clause 16.1, the Council may, without further notice to the Developer, call-up or claim upon the Security for an due and owing in accordance with this Deed.
- 16.3 Nothing in this clause 16 prevents the Council from exercising any rights it may have at law or in equity in relation to a breach of this Deed by the Developer, including but not limited to seeking relief in an appropriate court.

17 Enforcement in a court of competent jurisdiction

- 17.1 Without limiting any other provision of this Deed, the Parties may enforce this Deed in any court of competent jurisdiction, subject to clause 13 and 14.
- 17.2 For the avoidance of doubt, nothing in this Deed prevents:
- 17.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Deed or any matter to which this Deed relates, or
- 17.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Deed or any matter to which this Deed relates.

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Part 5 – Registration & Restriction on Dealings

18 Registration of this Deed

- 18.1 The Parties agree not to register this Deed for the purposes of s7.6(1) of the Act.

19 Restriction on dealings

- 19.1 The Developer is not to:
- 19.1.1 if it is the owner of the Land, sell or transfer the Land, or
 - 19.1.2 assign the Developer's rights or obligations under this Deed, or novate this Deed,
- to any person unless:
- 19.1.3 the Developer has, at no cost to the Council, first procured the execution by the person to whom the Land or part is to be sold or transferred or the Developer's rights or obligations under this Deed are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council (acting reasonably), and
 - 19.1.4 the Council has given written notice to the Developer stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this Deed, and
 - 19.1.5 the Developer is not in breach of this Deed, and
 - 19.1.6 the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld or unduly delayed.
- 19.2 Subject to clause 19.3, the Developer acknowledges and agrees that it remains liable to fully perform its obligations under this Deed unless and until it has complied with its obligations under clause 19.1.
- 19.3 Clause 19.1 does not apply in relation to any sale or transfer of the Land if this Deed is registered on the title of the Land at the time of the sale.

Part 6 – Indemnities & Insurance

20 Risk

- 20.1 The Developer performs this Deed at its own risk and its own cost.

21 Release

- 21.1 The Developer releases the Council from any Claim it may have against the Council arising in connection with the performance of the Developer's

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obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

22 Indemnity

- 22.1 The Developer indemnifies the Council from and against all Claims that may be sustained, suffered, recovered or made against the Council directly arising from a breach of this Deed except if, and to the extent that, the Claim arises because of the Council's act or omission, negligence or default.

Part 7 – Other Provisions

23 Annual report by Developer

- 23.1 The Developer is to provide to the Council by not later than each anniversary of the date on which this Deed is entered into a report detailing the performance of its obligations under this Deed.
- 23.2 The report referred to is to be in such a form and to address such matters as reasonably required by the Council from time to time, including the matters the Council is required to report on as outlined in clause 206 of the Regulation and updates as to the progress of the construction and operation of the Development (where relevant).

24 Review of Deed

- 24.1 If this Deed becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.

25 Notices

- 25.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Deed is only given or made if it is in writing and sent in one of the following ways:
- 25.1.1 delivered or posted to that Party at its address set out in the Summary Sheet, or
- 25.1.2 emailed to that Party at its email address set out in the Summary Sheet.
- 25.2 If a Party gives the other Party 3 business days' notice of a change of its address or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or emailed to the latest address.
- 25.3 Any notice, consent, information, application or request is to be treated as given or made if it is:

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- 25.3.1 delivered, when it is left at the relevant address,
 - 25.3.2 sent by post, 2 business days after it is posted, or
 - 25.3.3 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.
- 25.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in Sydney, New South Wales, it is to be treated as having been given or made at the beginning of the next business day.

26 Approvals and Consent

- 26.1 Except as otherwise set out in this Deed, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Deed in that Party's absolute discretion and subject to any conditions determined by the Party.
- 26.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

27 Costs

- 27.1 The Developer is to pay to the Council \$5,000.00+GST for preparing, negotiating and executing this Deed within 30 days of the date of this Deed.

28 Entire Deed

- 28.1 This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.
- 28.2 No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Deed was executed, except as permitted by law.

29 Further Acts

- 29.1 Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Deed and all transactions incidental to it.

30 Governing Law and Jurisdiction

- 30.1 This Deed is governed by the law of New South Wales.
- 30.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- 30.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

Bellambi Heights Battery Energy Storage System Project Planning Agreement**Mid-Western Regional Council****Vena Energy Services (Australia) Pty Ltd****31 Joint and Individual Liability and Benefits**

- 31.1 Except as otherwise set out in this Deed:
- 31.1.1 any agreement, covenant, representation or warranty under this Deed by 2 or more persons binds them jointly and each of them individually, and
 - 31.1.2 any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

32 No Fetter

- 32.1 Nothing in this Deed shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

33 Illegality

- 33.1 If this Deed or any part of it becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties are to co-operate and do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.

34 Severability

- 34.1 If a clause or part of a clause of this Deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- 34.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected.

35 Amendment

- 35.1 No amendment of this Deed will be of any force or effect unless it is in writing and signed by the Parties to this Deed in accordance with section 203(5) of the Regulation.

36 Waiver

- 36.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.
- 36.2 A waiver by a Party is only effective if it:
- 36.2.1 is in writing,

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- 36.2.2 is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,
- 36.2.3 specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver,
- 36.2.4 is signed and dated by the Party giving the waiver.
- 36.3 Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the Party to whom the waiver is given.
- 36.4 A waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given, and is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- 36.5 For the purposes of this Deed, an obligation or breach of obligation the subject of a waiver is taken not to have been imposed on, or required to be complied with by, the Party to whom the waiver is given.

37 GST

- 37.1 In this clause:
- Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice** have the meaning given by the GST Law.
- GST Amount** means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.
- GST Law** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- Input Tax Credit** has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.
- Taxable Supply** has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.
- 37.2 Subject to clause 37.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 37.3 Clause 37.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.
- 37.4 No additional amount shall be payable by the Council under clause 37.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 37.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Deed by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:

Bellambi Heights Battery Energy Storage System Project Planning Agreement**Mid-Western Regional Council**

Vena Energy Services (Australia) Pty Ltd

- 37.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
- 37.5.2 that any amounts payable by the Parties in accordance with clause 37.2 (as limited by clause 37.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 37.6 No payment of any amount pursuant to this clause 37, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.
- 37.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- 37.8 This clause continues to apply after expiration or termination of this Deed.

38 Explanatory Note

- 38.1 The Appendix contains the Explanatory Note relating to this Deed required by section 205 of the Regulation.
- 38.2 Pursuant to section 205(5) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Deed.

Bellambi Heights Battery Energy Storage System Project Planning Agreement

Mid-Western Regional Council

Vena Energy Services (Australia) Pty Ltd

Schedule 1

(Clause 10)

Development Contributions

Column 1	Column 2	Column 3	Column 4
Contribution	Public Purpose	Manner & Extent	Timing
A monetary contribution of \$4,130,900 payable in instalments as set out in Column 4.	To be applied towards projects identified in the Mid-Western Regional Council Community Plan and Delivery Program and not inconsistent with the Developer's CSR Focus Areas.	To be paid in accordance with Column 4 of this table and this Deed.	<p>To be paid in 26 instalments as follows:</p> <ul style="list-style-type: none"> an instalment of \$2,065,450 (being 50% of the amount specified in Column 1) to be paid within 20 days of the First Operational Day ('Initial Development Contribution'). second and subsequent instalments of \$82,618 per year (indexed with the CPI in accordance with clause 12.1) being equal instalments of the remaining amount of monetary Development Contribution to be paid on each anniversary of the First Operational Day for 25 years ('Annual Development Contribution'). <p>The Annual Development Contribution is subject to adjustment in accordance with clause 11.3.</p>

Bellambi Heights Battery Energy Storage System Project Planning Agreement**Mid-Western Regional Council****Vena Energy Services (Australia) Pty Ltd****Schedule 2**

(Clause 1.1 and 10)

Developer's CSR Focus Areas

Focus Area	Description
1. Environmental Conservation	Promote environmental conservation and protection through initiatives aimed to mitigate climate change, protect ecosystems, and create a more sustainable future for the planet.
2. Community Well-being	Promote health care, education, social welfare, cultural enrichment, and sustainable development within the community.
3. Infrastructure Development	Provide quality civil works to the communities where we operate.

Bellambi Heights Battery Energy Storage System Project Planning Agreement

Mid-Western Regional Council

Vena Energy Services (Australia) Pty Ltd

Execution

Executed as a Deed

Dated:

Executed on behalf of the Council pursuant to a resolution of the Council passed at a duly convened meeting held on: **Insert**

General Manager

Witness

Name of General Manager

Name of Witness

Address of Witness

Executed on behalf of the Developer in accordance with s127(1) of the *Corporations Act 2001* (Cth)

Director

Director / Secretary

Name

Name

Bellambi Heights Battery Energy Storage System Project Planning Agreement**Mid-Western Regional Council****Vena Energy Services (Australia) Pty Ltd****Appendix***Environmental Planning and Assessment Regulation 2021*

(Section 205)

Explanatory Note**Draft Planning Agreement**Under s7.4 of the *Environmental Planning and Assessment Act 1979***Parties****Mid-Western Regional Council** ABN 96 149 391 332 of 86 Market Street, Mudgee NSW 2850 (**Council**)**Vena Energy Services (Australia) Pty Ltd** ACN 609 132 747 of Suite 1, Level 7, 200 Mary Street, Brisbane, QLD, 4000 (**Developer**)**Description of the Land to which the Draft Planning Agreement Applies**

Lots 102 and 101 in DP 1203462, also known as 696 Castlereagh Highway and 79 Puggoon Road, Beryl, NSW 2852.

Description of Proposed Development

Development involving a 408MW battery energy storage system and associated infrastructure described in Development Application SSD-33344237 for the Bellambi Heights Battery Energy Storage System Project for which Development Consent is granted.

Description of Development Contributions

This planning agreement requires the Developer to pay monetary development contributions in the amount of \$4,130,900 in instalments over 25 years. The amount of the annual monetary development contributions of \$82,618 will be indexed in accordance with CPI from the date of this planning agreement until the date of payment.

Bellambi Heights Battery Energy Storage System Project Planning Agreement

Mid-Western Regional Council

Vena Energy Services (Australia) Pty Ltd

The first instalment of \$2,065,450 (being 50%) is required to be paid within 20 days of the commencement of Operations and the second and subsequent instalments of \$82,618 are required to be paid on each anniversary of the date the commencement of Operations.

If there is a modification to the Development, the Development is required to pay additional monetary development contributions in the amount of 1% of the increase in the capital investment value. This additional monetary contribution amount is to be paid within 30 days of the approval of the modification.

Summary of Objectives, Nature and Effect of the Draft Planning Agreement

Objectives, Nature and Effect of Draft Planning Agreement

The Draft Planning Agreement is a voluntary planning agreement pursuant to section 7.4 of the EPA Act under which monetary development contributions are made by the Developer to the Council to be applied towards public purposes.

The objective of the Draft Planning Agreement is to secure the provision of monetary development contributions which are to be applied by the Council towards projects as identified in the Mid-Western Regional Council Community Plan and Delivery Program and which align with the Developer's CSR Focus Areas.

The Draft Planning Agreement:

- relates to the carrying out of the Bellambi Heights Battery Energy Storage System Project by the Developer,
- imposes obligations on the Developer to make monetary development contributions,
- does not exclude the application of sections 7.11, 7.12 and 7.24 of the EPA Act to the Bellambi Heights Battery Energy Storage System Project,
- is not to be registered on the title of the Land,
- requires the Developer to provide bank guarantees to secure its obligations under the agreement,
- provides dispute resolution methods for any dispute under the agreement.

Assessment of the Merits of the Draft Planning Agreement

How the Draft Planning Agreement Promotes the Public Interest

Funds provided by this Planning Agreement will be utilised to deliver projects as identified in Mid-Western Regional Council's Community Plan and Delivery Program and which align with the Developer's CSR Focus Areas. The Community Plan is the highest level plan prepared by Council on behalf of the community. The plan was developed collaboratively with the community. The Mid-Western Region Community Plan sets out the community's vision for the future, including current situation, future goals and actions to achieve goals.

Bellambi Heights Battery Energy Storage System Project Planning Agreement**Mid-Western Regional Council**

Vena Energy Services (Australia) Pty Ltd***Whether the Draft Planning Agreement Conforms with the Authority's Capital Works Program***

Where funding relates to projects that are capital works as identified in the Community Plan and Delivery Program, this agreement will conform to Mid-Western Regional Council's Capital Works Program.

Whether the Draft Planning Agreement specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued

No. The Draft Planning Agreement does not specify any requirements that must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued.

DRAFT

Explanatory Note

Mid-Western Regional Council (ABN 96 149 391 332)

and

Vena Energy Services (Australia) Pty Ltd
(ACN 609 132 747)

Introduction

The purpose of this explanatory note is to provide a plain English summary to support the notification of the draft planning agreement (**Planning Agreement**) prepared under Subdivision 2 of Division 7.1 of Part 7 of the *Environmental Planning and Assessment Act 1979* (NSW) (**Act**).

This explanatory note has been prepared jointly by the parties as required by clause 25E of the *Environmental Planning and Assessment Regulation 2000* (NSW) (**Regulation**).

Parties to the Planning Agreement

The parties to the Planning Agreement are Mid-Western Regional Council (**Planning Authority**) and Vena Energy Service (Australia) Pty Ltd (**Developer**).

The Developer made an offer to enter into the Planning Agreement. Condition 11 of Schedule 2 of development consent SSD-33344237 granted under the Act by the delegate of the Minister for Planning and Public Spaces on 02 May 2024 (**Development Consent**) requires that a planning agreement be entered into in accordance with this offer.

Description of Subject Land

The Planning Agreement applies to the land set out in Appendix 1 to the Development Consent (**Subject Land**). A map of the Subject Land is included below in the explanatory note.

Description of the Development Consent

The Developer has obtained the Development Consent which authorises the development of the Bellambi Heights Battery Energy Storage System (**Development**) subject to conditions. The development includes:

- 408 MW up to two-hour battery energy storage system (BESS)
- Facility substation with connection to TransGrid's existing 330 kV transmission line; and
- Ancillary facilities including an operations and maintenance building, internal access tracks, laydown areas, amenities, car parking and security fencing.

Summary of Objectives, Nature, and Effect of the Planning Agreement

The objective of the Planning Agreement is to assist in providing public services to the community by the Developer via financial contributions paid to the Planning Authority. The financial contributions will be used to fund specific community projects determined by the Planning Authority in accordance with the priorities identified in the Mid-Western Region Community Plan and the Delivery Program of Council for the Mid-Western Region (**Mid-Western Region Community Plan and Delivery Program**).

The nature of the Planning Agreement is that the Developer will make two separate monetary contributions to the Planning Authority:

- The payment of an **initial development contribution** of \$2,065,450 (exclusive of GST) being 50% of the total contribution to the Mid-Western Regional Council, paid within 20 days of the first day of operation; and
- an **annual development contribution**, being \$82,618 per year for 25 years. The amount of the annual development contribution will be adjusted for inflation on a yearly basis.

The effect of the Planning Agreement is that:

- the Developer will pay the initial development contribution and, when it falls due, the annual development contribution to the Planning Authority; and
- the Planning Authority will apply to the initial contribution and the annual contribution to specific community projects determined by the Planning Authority in accordance with the priorities contained in the Mid-Western Region Community Plan and Delivery Program.

Assessment of the Merits of Planning Agreement

In accordance with sections 7.4(2)(a) and (d) of the Act, the Planning Agreement has the following public purposes (**Public Purpose**):

- "the provision of (or the recoupment of the cost of providing) public amenities or public services";
- "the funding of recurrent expenditure relating to the provision of public amenities or public services, affordable housing or transport or other infrastructure"; and
- "the conservation or enhancement of the natural environment".

The Planning Authority and the Developer have assessed the Planning Agreement and hold the view that the provisions of the Planning Agreement comply with the requirements of the Development Consent and provide a reasonable means of achieving funding towards the Public Purpose as the Development Contribution will assist the Planning Authority in funding specific projects in accordance with the priorities contained in the Mid-Western Region Community Plan and Delivery Program.

The Impact of the Planning Agreement on the Public or any Section of the Public

The Planning Agreement will have a positive impact on the public and local community through the delivery of the Public Purpose, by providing additional funding towards the carrying out of public projects for the benefit of the community.

Consideration of the Planning Agreements Practice Note

In accordance with clause 25E (2) of the Regulation, the Planning Authority has considered the requirements of the Planning Agreements Practice Note issued by the Planning Secretary under clause 25B (2) of the Regulation.

Requirements relating to Construction, Occupation and Subdivision Certificates

The Planning Agreement does not specify any requirements that must be complied with prior to the issue of any construction certificate, occupation certificate or subdivision certificate for the Development.

Clauses 5 and 6 of the Planning Agreement set out, respectively, the timing for payment of the Construction Contribution and Annual Development Contribution.

Interpretation of Planning Agreement

The Explanatory Note is not intended to be used to assist in construing the Planning Agreement.

Map of the Subject Land



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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	WITHOUT THE INTERVENTION OF AN AGENT	Phone: Fax: Ref:
vendor	Caerleon Mudgee Pty Ltd ATF Caerleon Mudgee Trust ABN 43 358 649 917 Level 5, 20 Bond Street SYDNEY NSW 2000	
vendor's solicitor	Dentons Australia 77 Castlereagh Street, Sydney NSW 2000 Email: natalie.nikolovska@dentons.com	Phone: 02 9035 7600 Fax: 02 9931 4888 Ref: NBR / 41044746
date for completion	21 days after the contract date (clause 15)	
land (address, plan details and title reference)	Lot 1238 Enfield Avenue, Caerleon NSW 2850 Lot 1238 in deposited plan 1302496 Folio Identifier: 1238/1302496	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Vacant Land	
attached copies	documents in the List of Documents as marked or numbered: other documents:	
A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.		
inclusions	Not Applicable	
exclusions	Not Applicable	
purchaser	Mid-Western Regional Council ABN 96 149 391 332 86 Market Street, Mudgee NSW 2850	
purchaser's interest	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	
purchaser's solicitor	Phone: Fax: Ref: Email –	
price	\$1.00	
deposit	\$0.00 (10% of the price unless otherwise stated)	
balance	\$1.00	
contract date		
buyer's agent		
guarantor		
GST	The price is inclusive of GST which is payable by the vendor (See clause 60)	
FIRB approval	Treasurer's Approval - Required <input type="checkbox"/> Not required <input type="checkbox"/>	
execution	See execution page	

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Choices

Vendor agrees to accept a **deposit-bond** NO yes

Nominated Electronic Lodgment Network (ELN) (clause 4): PEXA

Manual transaction (clause 30) no YES
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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)

Purchaser must make a **GSTRW payment** (GST residential withholding payment) NO yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

GSTRW payment (GST residential withholding payment) – further details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name: Caerleon Mudgee Pty Ltd ATF Caerleon Mudgee Trust

Supplier's ABN: 43 358 649 917

Supplier's GST branch number (if applicable):

Supplier's business address: Level 5, 20 Bond Street, Sydney NSW 2000

Suppliers representative:

Supplier's email address: nathan@davisstack.com.au

Supplier's phone number: +61 414 988 656

Supplier's proportion of **GSTRW payment**:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$

Amount must be paid: AT COMPLETION at another time (specify):

Is any of the consideration not expressed as an amount in money? NO yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 33 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 34 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 35 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 36 strata development contract or statement
<input type="checkbox"/> 5 document to be lodged with a relevant plan	<input type="checkbox"/> 37 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 38 strata renewal proposal
<input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 39 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 40 leasehold strata - lease of lot and common property
<input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 41 property certificate for neighbourhood property
<input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 42 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 43 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 44 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 45 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 46 plan creating precinct property
<input type="checkbox"/> 15 occupation certificate	<input type="checkbox"/> 47 precinct development contract
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 48 precinct management statement
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 49 property certificate for community property
<input type="checkbox"/> 18 licence benefiting the land	<input type="checkbox"/> 50 plan creating community property
<input type="checkbox"/> 19 old system document	<input type="checkbox"/> 51 community development contract
<input type="checkbox"/> 20 Crown purchase statement of account	<input type="checkbox"/> 52 community management statement
<input type="checkbox"/> 21 building management statement	<input type="checkbox"/> 53 document disclosing a change of by-laws
<input checked="" type="checkbox"/> 22 form of requisitions	<input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 <i>clearance certificate</i>	<input type="checkbox"/> 55 document disclosing a change in boundaries
<input checked="" type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015
Home Building Act 1989	<input type="checkbox"/> 57 information certificate under Community Land Management Act 2021
<input type="checkbox"/> 25 insurance certificate	<input type="checkbox"/> 58 disclosure statement - off the plan contract
<input type="checkbox"/> 26 brochure or warning	<input type="checkbox"/> 59 other document relevant to off the plan contract
<input type="checkbox"/> 27 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	<input type="checkbox"/> 60
<input type="checkbox"/> 28 certificate of compliance	
<input type="checkbox"/> 29 evidence of registration	
<input type="checkbox"/> 30 relevant occupation certificate	
<input type="checkbox"/> 31 certificate of non-compliance	
<input type="checkbox"/> 32 detailed reasons of non-compliance	

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

Execution page and consents under *Electronic Transactions Act 2000*

Each party consents to the contract being signed by any other party in accordance with an electronic communications method that is approved by the vendor.

Signed by the attorney for **Caerleon Mudgee Pty Ltd ACN 154 227 219** under power of attorney:

Attorney – signature

Attorney – print name

Attorney – print position held

Signed by the **purchaser**:

Signature

Print name

Signed by the **purchaser**:

Signature

Print name

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.

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.

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation, including areas in which residential premises have been identified as containing loose-fill asbestos insulation, contact NSW Fair Trading.

Cooling off period (purchaser's rights)

- 1** This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2** EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

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, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

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

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:

<p>APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services</p>	<p>NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority</p>
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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 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, 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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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)

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

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|--------------------------|--|
| <i>requisition</i> | an objection, question or requisition (but the term does not include a <i>claim</i>); |
| <i>rescind</i> | rescind this contract from the beginning; |
| <i>serve</i> | serve in writing on the other <i>party</i> ; |
| <i>settlement cheque</i> | an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>; |
| <i>solicitor</i> | in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ; |
| <i>TA Act</i> | Taxation Administration Act 1953; |
| <i>terminate</i> | terminate this contract for breach; |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ; |
| <i>variation</i> | a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ; |
| <i>within</i> | in relation to a period, at any time before or during the period; and |
| <i>work order</i> | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the <i>Swimming Pools Act 1992</i> or clause 22 of the <i>Swimming Pools Regulation 2018</i>). |
- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.
- 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 by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 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*, 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 Deposit-bond**
- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a party *serves* a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
- bear equally any disbursements or fees; and
 - otherwise bear that party's own costs,
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 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;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, 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.
- 7 Claims by purchaser**
- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* 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 is paid; 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 and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

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 *servicing* 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, priority notice 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).

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 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 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 or payment for an expense of another party or pay an expense 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 expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at 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 date for completion, 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 **serve**s a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, 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, **serve**s 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.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor **serve**s details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, **serve** evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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, levies 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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 Date for completion

The *parties* must complete by the date for completion 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 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.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- ### • Purchaser
- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW* remittance payable;
 - *GSTRW* payment; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

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 –
- 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 Schedule 2, Part 7 of the Residential Tenancies Act 2010).

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 prescribed under s101 Civil Procedure Act 2005.
- 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 4.8 or clause 30.4);
 - 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 email or fax to the *party's solicitor*, unless in either case 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;
 - 20.6.7 served at the earliest time it is served, if it is served more than once; and
 - 20.6.8 served if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 11, 13, 14, 17, 24, 30 and 31 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* (including any percentage or rate specified in *legislation*) is also 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 pages 1 - 4) 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.
- 20.16 Each party consents to –
- 20.16.1 any party signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the parties.
- 20.17 Each party agrees that electronic signing by a party identifies that party and indicates that party's intention to be bound by this contract.

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.
- 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 clauses 2 and 3.2.
- 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

• Definitions and modifications

- 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 –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out 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;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 '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;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 '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 capital works 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 14.6 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 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 determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined 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 23.6.1.
- 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 disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 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.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, 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 –
- a disclosure statement required by the Retail Leases Act 1994 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 Retail Leases Act 1994.

- 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 earned by the fund that has been applied for any other purpose; and
 - 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;
- 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given 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.
- 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 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 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) 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 date for completion becomes the later of the date for completion 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*.
- 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 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another 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; and
- 29.7.3 the date for completion becomes the later of the date for completion 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; or
 - 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 date for completion becomes the later of the date for completion 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.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract – that address; or
 - 30.6.2 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
 - 30.6.3 in any other case – the vendor's *solicitor's* address stated in this contract.
- 30.7 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.
- 30.8 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.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *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 –
- 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 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).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
 - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

LOT 1238 ENFIELD AVENUE CAERLEON NSW 2950

Contract for the Sale of Land

These are additional clauses to the Contract for the Sale and Purchase of the Land

Stage 12 Caerleon

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Items appearing in this contract in this format are *notes only*. They explain the reason for the contractual term. They are included for information purposes and do not form part of the contractual provisions.

33. Definitions and Interpretation

33.1 Definitions

The following words have these meanings in this contract unless the contrary intention appears.

Bank Guarantee means a deposit guarantee bond or an unconditional bank guarantee issued in favour of the vendor at the request of the purchaser by an Australian trading bank or other recognised Australian financial institution or such other institution as approved by the vendor, and which must be in a form and on terms acceptable to the vendor in its absolute discretion.

At the date of this contract, the vendor will only accept bank guarantees from ANZ, CBA, NAB, and Westpac. The vendor will only consider deposit bonds from QBE.

Conveyancing Act means the *Conveyancing Act 1919* (NSW).

Council means Mid-Western Regional Council.

Development Activities means:

- (a) any form of demolition work, excavation work or landscaping work on the Development Site;
- (b) any form of building work or work ancillary to or associated with building work on the Development Site including the installation of services;
- (c) any form of work other than the forms of work referred to in paragraphs (a) and (b) of this definition which is considered necessary or desirable by the vendor;
- (d) any form of civil works including road, drainage and utilities works;
- (e) the subdivision of land forming part of the Development Site;
- (f) the dedication of land forming part of the Development Site; and
- (g) any similar activities on any other part of the Development Site.

Development Application means the application lodged with Council to subdivide the Development Site.

Development Approval means the approval of the Development Application and any Section 4.55 application, variation, modification or replacement from time to time.

Development Site means Lot 187 in Deposited Plan 1260317 and Lot 201 in Deposited Plan 1269473 or any subsequent subdivisions of these lots.

EPA Act means the *Environmental Planning and Assessment Act 1979* (NSW).

FIRB Act means *Foreign Acquisitions and Takeovers Act 1975* (Cth).

Foreign Person has the same meaning as in the FIRB Act.

Governmental Agency means any government, semi or local government, statutory, public or other authority having jurisdiction over the Development Site.

GST means Goods and Services Tax payable under the GST Act.

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.

Guarantor means the person referred to as guarantor on page 1.

Interest Rate means 8% per annum.

Planning Certificate means the certificate under section 10.7 of the EPA Act in Annexure 3.

Prohibited Entity means any person or entity which:

- (a) is a “terrorist organisation” as defined in Part 5.3 of the *Criminal Code Act 1995* (Cth); or
- (b) is listed by the Minister for Foreign Affairs in the Government Gazette pursuant to Part 4 of the *Charter of the United Nations Act 1945* (Cth) which list as at the date of this contract is available from the website of the Australian Department of Foreign Affairs and Trade or such other person or entity on any other list of terrorist or terrorist organisations maintained pursuant to the rules and regulations of the Australian Department of Foreign Affairs and Trade or pursuant to any other Australian legislation and which is available in the public domain.

Recipient means a *party* who provides or is liable to provide consideration under this contract for a supply.

Service means any service provided to the property including water, electricity, gas, telecommunications, and sewerage.

Service Provider means any provider of a Service.

Standard Requisitions means the requisitions of title in Annexure 5.

Standard Replies means the replies to requisitions of title in Annexure 5.

Supplier means a *party* to which the Recipient provides or is liable to provide consideration under this contract for a supply.

Supply means a supply made under or in connection with this contract.

Tax Act means the *Income Tax Assessment Act 1997* (Cth).

Treasurer means the Treasurer of the Commonwealth of Australia.

Treasurer’s Approval means the approval of the Treasurer to the purchaser’s acquisition of the property.

33.2 Interpretation

In this contract:

- (a) despite clause 1 of this contract the terms defined in clause 1, clause 30.16 and clause 33.1 are defined terms whether or not those terms are in italics;
- (b) headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention:

- (c) a reference to this contract or another instrument includes any variation or replacement of any of them;
- (d) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (e) the singular includes the plural and vice versa;
- (f) words implying a gender imply any gender;
- (g) "person" includes an individual, the estate of an individual (including executors and administrators), a corporation, an authority, an association or a joint venture (whether incorporated or not), a partnership, a trust, state government, successors, substitutes (including persons taking by novation) and assigns;
- (h) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally;
- (i) an agreement, representation or warranty on the part of 2 or more persons binds them jointly and severally;
- (j) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (k) a reference to a day is a reference to a period of time commencing at midnight and ending 24 hours later;
- (l) a reference to time is a reference to Sydney time;
- (m) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (n) a reference to a clause, schedule, exhibit, attachment or annexure is a reference to a clause, schedule, exhibit, attachment, or annexure to or of this contract, and a reference to this contract includes all schedules, exhibits, attachments and annexures to it;
- (o) "includes" in any form is not a word of limitation;
- (p) a reference to "\$" or "dollar" is to Australian currency;
- (q) "Item" is an item in the Reference Schedule; and
- (r) any words and phrases not defined in clause 33.1 that are defined in the *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning in clause 60 as in that Act.

34. Amendment of printed provisions

The printed provisions of this contract are amended as follows:

34.1 Amendments

Clauses 1-32 are amended as follows:

- (a) Clause 1 – replace the definition of "*adjustment date*" with "the earlier of the date for completion, the date possession is given to the purchaser and the date of actual completion";

- (b) Clause 1 – in the definition of “*bank*” delete “a building society or credit union”;
- (c) Clause 1 – in the definition of “*clearance certificate*” delete from “that” to the end of the definition.
- (d) Clause 1 – amend definition of “*depositholder*” to delete “vendor’s agent (or if no vendor’s agent is named in this contract)” so the depositholder is the vendor’s solicitor,
- (e) Clause 1 – delete the definition of “*FRCGW remittance*” and replace with “the amount payable in accordance with section 14-200(2) of the TA Act”.
- (f) Clause 2.4 – delete “by giving cash (up to \$2,000) or”;
- (g) Clause 2.9 – delete;
- (h) Clause 3 – delete;
- (i) Clause 4.5 – delete “Normally, the vendor must within 7 days of the contract date” and replace with “The vendor must within 2 business days of serving a Registration Notice”;
- (j) Clause 4.7 – add “within 2 business days” after “The parties must”;
- (k) Clause 4.14.2 – delete “immediately” and replace with “within 10 business days”;
- (l) Clause 5.1 – delete;
- (m) Clause 5.2.1 is replaced with “if it arises out of this Contract - within 5 *business days* after the day on which the vendor serves the Registration Notice”;
- (n) Clause 5.2.2 is replaced with “if it arises out of anything served by the vendor on the purchaser – within 5 *business days* after the later of that service and the day on which the vendor serves the Registration Notice.”;
- (o) Clause 5.2.3 – delete;
- (p) The first line of clause 7.1 is replaced with “The vendor can *rescind* (and need not establish reasonable grounds for doing so) in the case of claims that are not claims for delay;”
- (q) Clause 7.1.1 is deleted;
- (r) Clause 7.1.3 is replaced with “the purchaser does not *serve* notice waiving the claims within 5 *business days* after that service; and”;
- (s) Clause 8.1.1 – delete “, on reasonable grounds,”;
- (t) Clause 8.1.3 – delete “14 days” and replace with “7 days”.
- (u) Clause 9.1 is replaced with “keep or recover the deposit (including interest earned on it);”
- (v) Clause 10.1, line 1 is replaced with “The purchaser cannot make a claim, objection, *requisition*, delay completion, *rescind* or *terminate* in respect of-”;
- (w) Clauses 10.1.8 and 10.1.9 are amended by adding “or existence” after “substance”;
- (x) Clause 10.1.10 is included as follows “any claim, grant, notice, order or declaration in connection with native title, land rights or heritage protection under legislation, the common law or otherwise.”;
- (y) Clause 10.2 – add “make a claim, objection, *requisition*, delay completion or” after “cannot”;

- (z) Clause 12 – delete;
- (aa) Clauses 13 - delete;
- (bb) Clauses 14.4.2, 14.5 and 14.7 are deleted;
- (cc) Clause 14.8 – add “by any competent authority” after “started”;
- (dd) Clause 19.3 is included as follows “Despite clause 19.2.3, the purchaser’s only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2017* (NSW) is the remedy prescribed by that regulation.”
- (ee) Clause 20.6.3 – add at the end “(this clause 20.6.3 also applies to any document in an action in connection with this contract including any writ of summons or other originating process)”;
- (ff) Clause 20.6.5 – delete “unless it is not received” and add at the end “and is taken to have been received at the time shown in the transmission report that the whole fax was sent”;
- (gg) Clauses 23-29 are deleted;
- (hh) Clause 31. – delete “7 days” and replace with “3 *business days*”;
- (ii) Clause 31.3 – add “which must include the vendor’s address and email address as noted on the front page of this contract or otherwise notified to the purchaser”;
- (jj) Clause 31.5 – delete “in respect of every vendor” and replace with “in respect of every registered proprietor of the land”; and
- (kk) Clause 31.6 is included as follows “The purchaser indemnifies the vendor against any costs, charges, interest or penalties incurred directly or indirectly as a result of the purchaser’s failure to pay the FRCGW remittance to the Australian Tax Office in accordance with clause 31.2.3.”.

34.2 Inconsistency

If there is any inconsistency between the printed provisions of this contract and these additional clauses, these additional clauses prevail.

35. Not Used

36. Representations, warranties and acknowledgments by purchaser

36.1 Purchaser representations and warranties

The purchaser represents and warrants that:

- (a) the purchaser was not induced to enter into this contract by and did not rely on any representations or warranties by, the vendor, the vendor’s agent or persons on behalf of the vendor about the subject matter of this contract (including representations or warranties about the nature or the fitness or suitability for any purpose of the property or about any financial return or income to be derived from the property) except those representations and warranties set out in this contract;
- (b) the purchaser has obtained appropriate independent advice on and is satisfied about:
 - (i) the purchaser’s obligations and rights under this contract;

(ii) the nature of the property and the purposes for which the property may be lawfully used.

(c) the purchaser was not introduced to the vendor or the property directly or indirectly through or by any real estate agent other than the vendor's agent named on the front page.

36.2 Purchaser Acknowledgments

The purchaser acknowledges that the vendor has entered into this contract on the basis that the representations and warranties contained in clause 36.1 are true and not misleading.

37. Not used

38. Not used

39. Not used

40. Not used

41. Not used

42. Not used

43. Not used

44. Certain provisions apply after completion

The provisions of this contract intended to have application after completion will continue to apply despite completion.

45. Exercise of certain rights to *rescind*

If a right to *rescind* given under this contract is not exercised within the period specified for its exercise it lapses immediately and may not be exercised.

46. Not used

47. Not used

48. Council rates, water and sewerage rates and land tax

48.1 Vendor to pay

The vendor must, before completion, pay or procure the payment of:

- (a) any land tax.

issued before completion for any land which includes the property or for the property, either in full or to the extent necessary to free the property from any charge for payment of rates.

48.2 Land tax

The vendor requires a land tax adjustment on completion for the year current at completion. The purchaser must adjust the amount of \$1,250 in accordance with clause 14 and no regard is to be had to any actual assessment for any land which includes the property or for the property, which is issued for the year current at completion.

48.3 Payment of land tax

Before completion the vendor must pay or procure the payment of any assessment for land tax issued before completion for any land which includes the property or for the property, either in full or to the extent necessary to free the property from any charge for payment of land tax.

49. Selling and Leasing Activities

Both before and after completion and until the vendor completes the sale of all lots in the Development Site, the vendor and persons authorised by the vendor may:

- (a) conduct selling and leasing activities in and about the Development Site (but not on the property after completion);
- (b) place in and about the Development Site (but not the property, after completion) signs, advertisements, boards, writing plates, signals, illuminations, banner and insignia in connection with those selling and leasing activities;
- (c) place in and about the Development Site (but not the property, after completion) offices, stalls and other associated facilities for sales people; and
- (d) hold events or functions on the Development Site (but not the property).
- (e) access the Development Site (including the property after completion) if required to provide any of the services.

50. Development Activities

50.1 Development Activities

- (a) The purchaser acknowledges that the Development Activities may not be completed by completion and that the vendor may continue to carry out Development Activities after completion. Development Activities may result in noise and dust throughout the Development Site and construction traffic in and around the Development Site. Roads may be closed, gated and access restricted whilst the vendor completes Development Activities.
- (b) The vendor intends to carry out development activities on the development site, which may result in noise and dust.
- (c) Parts of the development site may be consolidated, subdivided or left as they are or sold by the vendor at the vendor's absolute discretion (either before or after the vendor has carried out development activities on them).

50.2 No objection to Development Activities

The purchaser may not make any claim, objection, *requisition*, delay completion, *rescind* or *terminate* because the vendor is carrying out Development Activities.

50.3 Reasonable endeavours of Vendor

In carrying out Development Activities the vendor must use reasonable endeavours to ensure that the purchaser is caused as little inconvenience as is reasonably practicable.

51. Planning Certificate

51.1 Purchaser's acknowledgments

The purchaser acknowledges the specific disclosure, by the vendor, in the Planning Certificate of the environmental planning instruments affecting the property (including draft environmental planning instruments) as notified by Council. The purchaser represents and warrants that:

- (a) it has made its own enquiries in relation to the matters noted in clause 51.1;
- (b) it has inspected the Planning Certificate, the instruments referred to in the Planning Certificates and the instruments referred to in clause 51.1;
- (c) it is aware of any defects in the Planning Certificate; and
- (d) it is aware of all restrictions and prohibitions on the property and the Development Site.

51.2 No objection to Planning Certificate

The purchaser may not, subject to anything to the contrary in Part IV of the Conveyancing Act, make any claim, objection, *requisition*, delay completion, *rescind* or *terminate* because of anything referred to in or omitted from the Planning Certificate. If the purchaser makes any claim that this contract does not comply with a requirement of Part IV of the Conveyancing Act the purchaser bears the onus of establishing that this contract does not comply with the requirement.

52. Not used

53. Not used

54. Not used

55. Not used

56. Not used

57. Annexure

The vendor does not warrant the accuracy or completeness of any document or plan annexed to or referred to in an annexure to this contract.

58. Governing law, jurisdiction and service of process

58.1 New South Wales law

This contract is governed by the law in force in New South Wales.

58.2 Jurisdiction

Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

58.3 Service

Any document in an action (including any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at that party's solicitor's address.

59. Not used

60. GST

60.1 Interpretation

- (a) Words or expressions used in this clause which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) ('the GST Act') have the same meaning in this clause.
- (b) In this clause 60:
 - (i) **"Purchaser GSTRW payment form"** means a form to be given by the purchaser to the Commissioner of Taxation as notification of the purchaser's obligation to make a GSTRW payment;
 - (ii) **"Purchaser Settlement Confirmation Notice"** means a form to be given by the purchaser (or the purchaser's agent) to the Commissioner as notice of the date for completion of this contract;
 - (iii) **"Vendor GSTRW Notice"** means a written notice stating whether the purchaser is required to make a GSTRW payment in relation to the sale or supply of the property; and

60.2 Price includes GST

The Price shown in this contract includes GST. If the vendor is liable to pay GST in respect of the sale or supply of the property or the purchaser is required to make a GSTRW payment, the Price will not be increased to include an additional amount for GST.

60.3 Margin scheme

The parties agree that the vendor will calculate GST under the margin scheme. The purchaser acknowledges that the purchaser must not claim an input tax credit in respect of its acquisition of the property under this contract and the vendor is not required to give the purchaser a tax invoice.

60.4 Payment of GSTRW payment

- (a) The purchaser is required to make a GSTRW payment in respect of a supply made under or in connection with this contract.
- (b) The purchaser must as an essential term lodge a duly completed GSTRW payment notification form with the Australian Taxation Office and give evidence of having done so to the vendor by no later than five (5) business days prior to the date for completion.
- (c) As a condition of completion, the purchaser must serve on the vendor a notice stating the Lodgement Reference Number and Payment Reference Number (Form 1) issued by or on behalf of the Commissioner of Taxation to the purchaser upon lodgement of the GSTRW payment notification form or Purchaser Settlement Confirmation Notice.
- (d) The purchaser must make a GSTRW payment by paying the amount specified in the Vendor GSTRW Notice by either:
 - (i) where completion takes place in the Electronic Workspace in accordance with clause 30 of the printed conditions, paying the GSTRW payment to the Australian Taxation Office through that facility; or
 - (ii) where completion does not take place in the Electronic Workspace in accordance with clause 30 of the printed conditions, giving the vendor a bank cheque for the GSTRW payment drawn in favour of Deputy Commissioner of Taxation. The vendor must promptly remit the bank cheque to the Australian Taxation Office.

60.5 Purchaser Settlement Confirmation Notice

- (a) The purchaser irrevocably authorises the vendor's solicitor to act as the purchaser's agent (and in doing so the vendor's solicitor is not the agent of the vendor) to give the Purchaser Settlement Confirmation to the Commissioner of Taxation.
- (b) If
 - (i) the purchaser provides a direction under clause 4.3 to the vendor; or
 - (ii) the transfer is otherwise not made in conformity with this contract,the purchaser must, on and as a condition of completion, provide the vendor with an irrevocable authority duly executed by the transferee named on the transfer on terms required by the vendor's solicitor to give effect to subclause (a).

60.6 Parties to co-operate

The parties must co-operate with each other and take all reasonable steps to comply with their respective obligations under Subdivision 14-E of Schedule 1 to the TA Act including:

- (a) Providing any information reasonably requested by the other party; and
- (b) Making any necessary additions or amendments to this contract to address any requirement under the GST Act or the TA Act.

60.7 Potential residential land

If the supply under this contract is of potential residential land that:

- (a) is included in a property subdivision plan; and
- (b) does not contain any building that is in use for a commercial purpose,

the purchaser must no later than fifteen (15) *business days* before the date for completion serve on the vendor a notice duly completed.

61. **Not used**

62. **not used**

63. **Not used**

64. **not used**

65. **not used**

66. **not used**

67. **Not used**

Reference Schedule

Item 1

Copies of the following documents are attached and marked with the annexure number referred to alongside:

1. Title Search
2. Dealings
3. Planning Certificate under section 10.7 of the EPA Act
4. Sewerage Service Diagram and Sewer Reference Sheet
5. Standard Requisitions and Standard Replies
6. Land Tax Certificate

***Annexure 1
Title Search***



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1238/1302496

SEARCH DATE	TIME	EDITION NO	DATE
7/6/2024	1:37 PM	1	9/4/2024

LAND

LOT 1238 IN DEPOSITED PLAN 1302496
AT CAERLEON
LOCAL GOVERNMENT AREA MID-WESTERN REGIONAL
PARISH OF MUDGEES COUNTY OF WELLINGTON
TITLE DIAGRAM DP1302496

FIRST SCHEDULE

CAERLEON MUDGEES PTY LTD

SECOND SCHEDULE (3 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- AP372121 EASEMENT TO DRAIN SEWAGE 3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART(S) DESIGNATED (S) SHOWN IN PLAN WITH AP372121
- DP1260317 EASEMENT TO DRAIN WATER 3 & 3.5 METRE(S) WIDE AND VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

41044746

PRINTED ON 7/6/2024

* 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. InfoTrack 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.

***Annexure 2
Dealings***

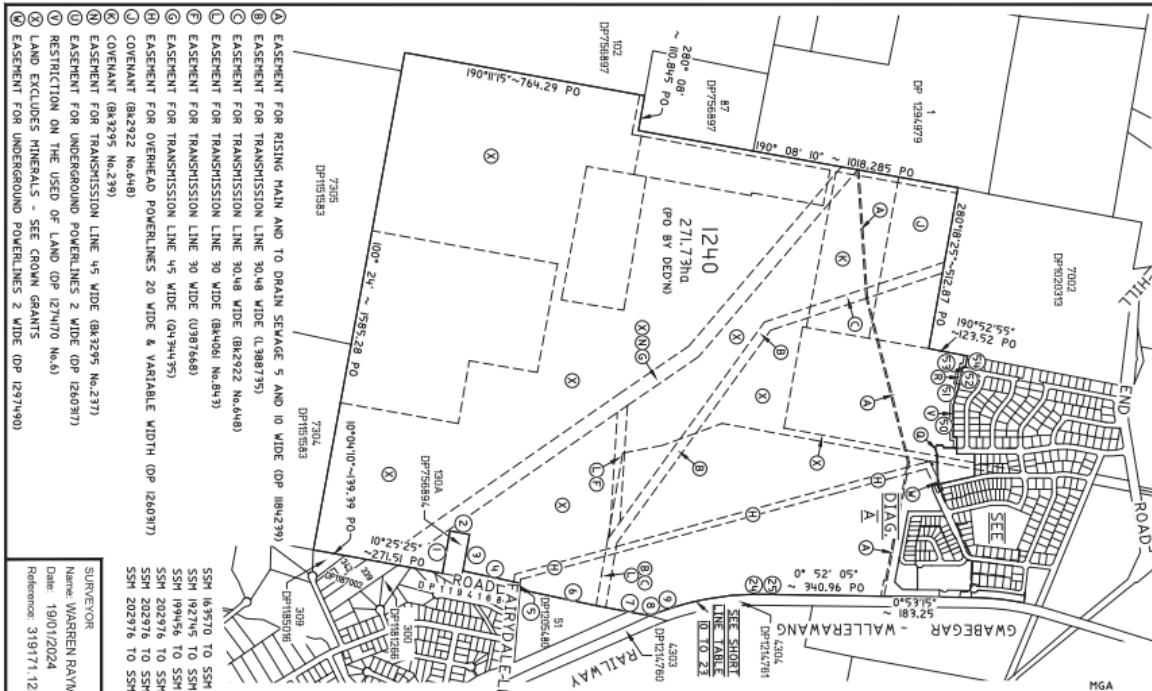
Req:R220538 /Doc:DP 1302496 P /Rev:09-Apr-2024 /NSW LRS /Prt:10-Apr-2024 10:31 /Seq:1 of 6
 © Office of the Registrar-General /Src:InfoTrack /Ref:41044746

PLAN FORM 2(A2)

- ① ~ PART OF LOT 1240 BENEFITED BY EASEMENT TO DRAIN WATER 3 WIDE (DP 1274170)
- ② ~ EASEMENT TO DRAIN SEWAGE 3 WIDE AND VARIABLE WIDTH (DP 1274170)
- ③ ~ EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE & VARIABLE WIDTH (DP 190085)
- ④ ~ EASEMENT FOR UNDERGROUND POWERLINES 4.2 WIDE AND VARIABLE WIDTH (DP 190085)
- ⑤ ~ EASEMENT TO DRAIN SEWAGE 3 WIDE AND VARIABLE WIDTH (DP 190085)

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

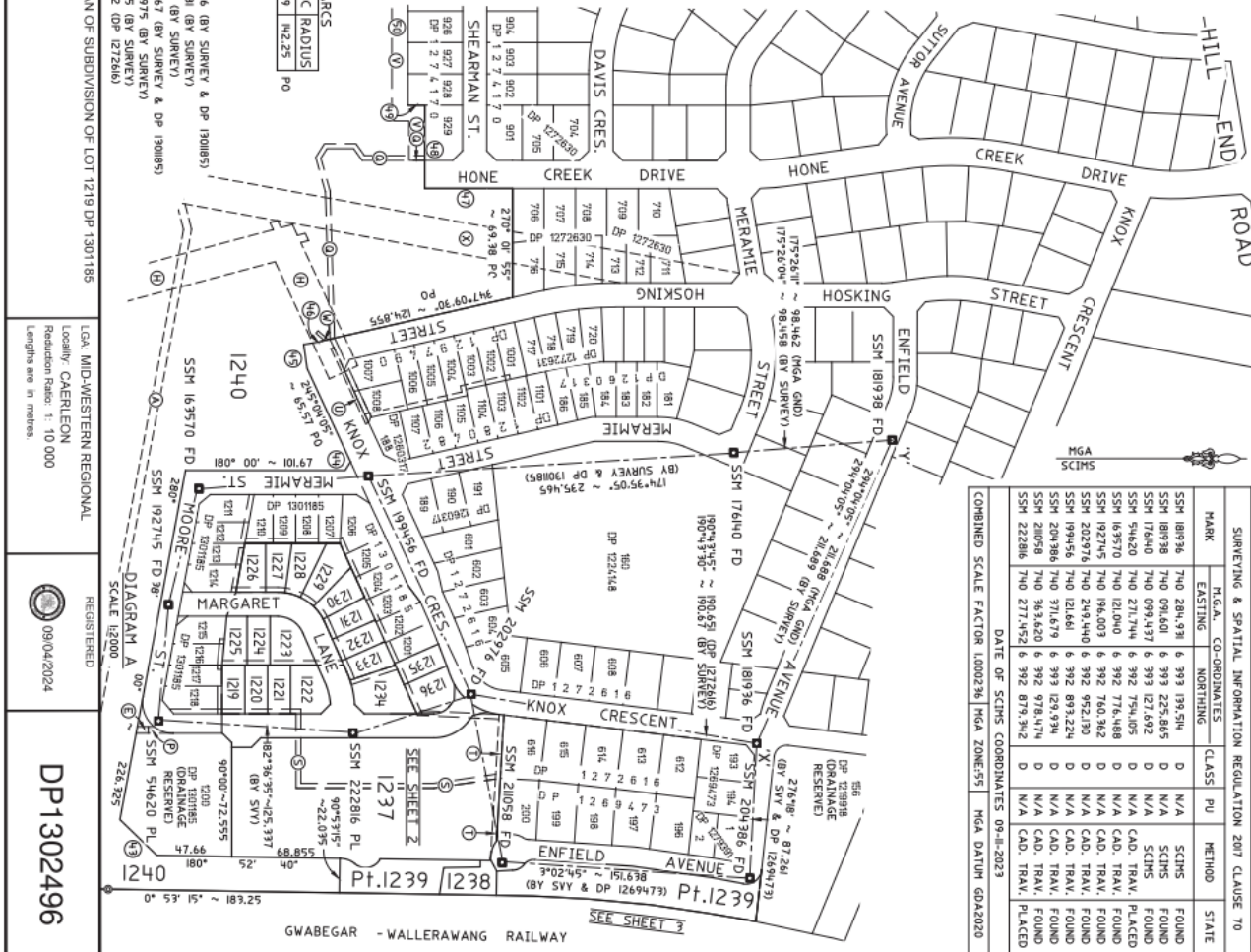
LXL SHEET 1 OF 3 SHEETS



SCHEDULE OF BEARING DIST. & RADIUS

No.	BEARING	DIST.	A.R.C. RADIUS
1	120°13'50"	195.61	
2	100°12'20"	62.11	
3	120°07'10"	177.64	
4	75°12'	222	
5	120°00'00"	239.19	
6	120°00'00"	175.55	
7	100°42'20"	15.035	
8	338°54'00"	15.035	
9	339°27'20"	17	
10	340°29'30"	20	
11	341°36'	18	
12	342°10'05"	15	
13	343°10'30"	95	
14	348°02'35"	17,065	
15	346°29'45"	13	
16	347°52'30"	20	
17	349°28'55"	18	
18	348°05'55"	18	
19	351°55'40"	18,235	
20	351°55'00"	49.46	
21	346°12'	19.1	
22	356°04'50"	29	
23	358°06'25"	31.03	
24	359°36'50"	28	
25	137°40'	26.65	
26	137°40'	26.65	
27	137°40'	26.65	
28	137°40'	26.65	
29	137°40'	26.65	
30	137°40'	26.65	
31	137°40'	26.65	
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47	137°40'	26.65	
48	137°40'	26.65	
49	137°40'	26.65	
50	137°40'	26.65	
51	137°40'	26.65	
52	137°40'	26.65	
53	137°40'	26.65	
54	137°40'	26.65	

- CONNECTIONS
- SSM 163570 TO SSM 192745 102°08'25" ~ 76.66 (BY SURVEY & DP 190085)
 - SSM 192745 TO SSM 194260 94°44'20" ~ 75.981 (BY SURVEY)
 - SSM 194260 TO SSM 194560 180°18'20" ~ 16.71 (BY SURVEY)
 - SSM 194560 TO SSM 194956 245°15'00" ~ 106.67 (BY SURVEY & DP 190085)
 - SSM 202976 TO SSM 194956 159°56'55" ~ 77.975 (BY SURVEY)
 - SSM 202976 TO SSM 222816 77°00'25" ~ 117.95 (BY SURVEY)
 - SSM 202976 TO SSM 210598 77°01'05" ~ 117.62 (BY SURVEY)



DATE OF SCHEM COORDINATES 09-11-2023

MARK	SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 70	H.G.A. CO-ORDINATES	CLASS	PU	METHOD	STATE
EASTING	NORTHING					
SSM 18936	740 281.431	6 393 195.514	0	N/A	SCMS	FOUND
SSM 18936	740 094.601	6 393 225.885	0	N/A	SCMS	FOUND
SSM 17640	740 091.431	6 393 121.892	0	N/A	SCMS	FOUND
SSM 54620	740 217.744	6 392 176.405	0	N/A	TRAY	PLACED
SSM 163570	740 121.040	6 392 176.408	0	N/A	TRAY	FOUND
SSM 192745	740 196.003	6 392 952.280	0	N/A	TRAY	FOUND
SSM 202976	740 251.440	6 392 893.224	0	N/A	TRAY	FOUND
SSM 194956	740 121.681	6 393 125.934	0	N/A	TRAY	FOUND
SSM 204986	740 311.619	6 393 125.934	0	N/A	TRAY	FOUND
SSM 20058	740 363.620	6 392 978.474	0	N/A	TRAY	FOUND
SSM 222816	740 271.952	6 392 879.342	0	N/A	TRAY	PLACED

PLAN OF SUBDIVISION OF LOT 1219 DP 1301185

G.M. MID-WESTERN REGIONAL COUNCIL

LOCALITY CAERLEON

Reduction Ratio: 1: 10 000

Lengths are in metres.

REGISTRATION NO. 09/04/2024

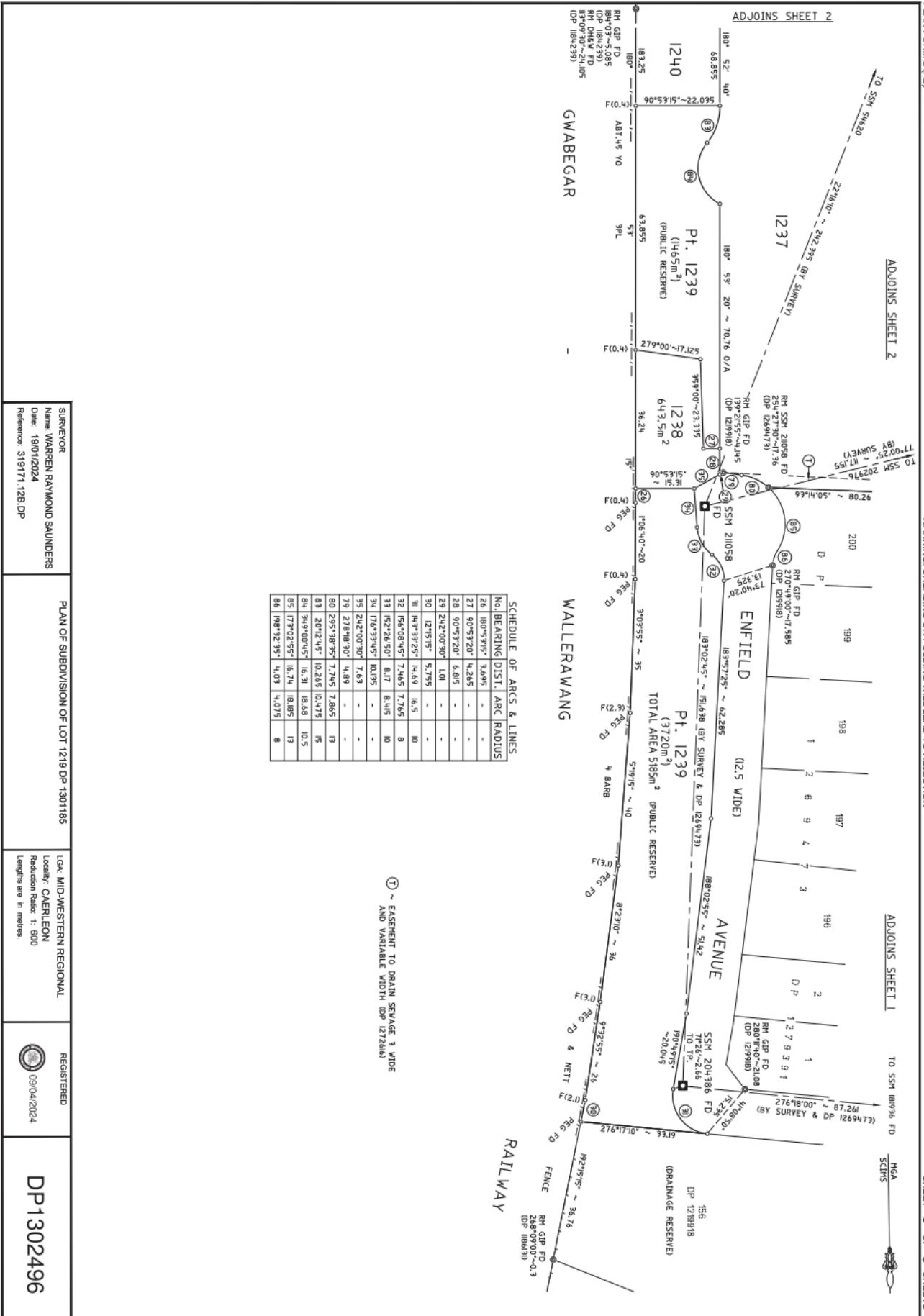
DP1302496

Req:R220538 /Doc:DP 1302496 P /Rev:09-Apr-2024 /NSW LRS /Prt:10-Apr-2024 10:31 /Seq:3 of 6
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PLAN FORM 2(A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

LXHL SHEET 3 OF 3 SHEETS



SCHEDULE OF ARCS & LINES

No.	BEARING	DIST.	ARC RADIUS
26	180°53'15"	3.695	-
27	90°53'20"	4.265	-
28	90°53'20"	6.815	-
29	242°00'30"	1.01	-
30	127°15'5"	5.755	-
31	143°33'25"	14.69	16.5
32	156°08'45"	7.465	7.765
33	152°26'50"	8.17	8.445
34	176°33'45"	10.195	-
35	242°00'30"	7.63	-
79	271°08'30"	4.89	-
80	295°38'35"	7.745	7.865
83	207°24'5"	10.265	10.475
84	349°00'45"	16.31	18.68
85	173°02'55"	16.74	18.895
86	198°32'35"	4.03	4.075

① ~ EASEMENT TO DRAIN SEWAGE 3 WIDE AND VARIABLE WIDTH (DP 1272486)

SUPERVISOR
 Name: WARREN RAYMOND SAUNDERS
 Date: 19/01/2024
 Reference: 319171.128 DP

PLAN OF SUBDIVISION OF LOT 1219 DP 1301185

LGA: MID-WESTERN REGIONAL
 Locality: CAERLEON
 Reduction Ratio: 1: 600
 Lengths are in metres.






DP1302496


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PLAN FORM 6 (2019)



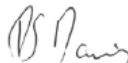
WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)								
<p style="text-align: right;">Office Use Only</p> <p>Registered:  09/04/2024</p> <p>Title System: TORRENS</p>	<h1 style="margin: 0;">DP1302496</h1>									
<p>PLAN OF SUBDIVISION OF LOT 1219 IN DP 1301185</p>	<p>LGA: MID-WESTERN REGIONAL</p> <p>Locality: CAERLEON</p> <p>Parish: MUDGEE</p> <p>County: WELLINGTON</p>									
<p style="text-align: center;">Survey Certificate</p> <p>I, WARREN RAYMOND SAUNDERS of PREMISE AUSTRALIA PTY LTD – LEVEL 1 62 WINGEWARRA STREET DUBBO NSW 2830 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><i>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on</i></p> <p><i>*(b) The part of the land shown in the plan being Lots 1219 to 1239 was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on 19th January 2024. The part not surveyed was compiled in accordance with that Regulation.</i></p> <p><i>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</i></p> <p>Datum Line: 'X' ~ 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: 05/02/24 Surveyor Identification No: 186 ELECTRONIC SIGNATURE Surveyor registered under AFFIXED BY ME ON 5/02/24 the <i>Surveying and Spatial Information Act 2002</i></p> <p><i>*Strike out inappropriate words.</i> <i>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</i></p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>									
<p>Plans used in the preparation of survey/compilation.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">DP 1260317</td> <td style="width: 50%;">DP 1301185</td> </tr> <tr> <td>DP 12 9918</td> <td>DP 1186131</td> </tr> <tr> <td>DP 1269473</td> <td>DP 1184239</td> </tr> <tr> <td>DP 1272616</td> <td></td> </tr> </table>	DP 1260317	DP 1301185	DP 12 9918	DP 1186131	DP 1269473	DP 1184239	DP 1272616		<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>LILJA SUSNJA</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number:</p> <p>Consent Authority: MID-WESTERN REGIONAL COUNCIL</p> <p>Date of endorsement: <u>22 MARCH 2024</u></p> <p>Subdivision Certificate number: <u>SC034/2024</u></p> <p>File number: <u>NA0006/2022</u></p> <p><i>*Strike through if inapplicable.</i></p>	
DP 1260317	DP 1301185									
DP 12 9918	DP 1186131									
DP 1269473	DP 1184239									
DP 1272616										
<p>Surveyor's Reference: 319171.12B.DP</p>	<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSION OF MOORE STREET (15.5 WIDE & VARIABLE WIDTH) AND MARGARET LANE (15.5 WIDE) TO THE PUBLIC AS PUBLIC ROAD SUBJECT TO THE EASEMENT TO DRAIN SEWAGE 3 WIDE AND VARIABLE WIDTH CREATED IN DP 1301185.</p> <p>(Continued page 2)</p> <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>									

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PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheet(s)																																																																																
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<p>IT IS INTENDED TO DEDICATE LOT 1239 AS A PUBLIC RESERVE.</p> <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, (1919) AS AMENDED IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none"> 1. EASEMENT TO DRAIN WATER 3 WIDE (D) 2. RESTRICTION ON THE USE OF LAND 3. RESTRICTION ON THE USE OF LAND 4. RESTRICTION ON THE USE OF LAND 5. RESTRICTION ON THE USE OF LAND <p>NOTE: THE BOUNDARY DEFINITION ADJOINING RAILWAY LAND IS CONSISTANT WITH DP 1219918 AND IS UNCHANGED.</p>																																																																																		
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PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheet(s)																																								
Registered:  09/04/2024 PLAN OF SUBDIVISION OF LOT 1219 IN DP 1301185 Subdivision Certificate number: <u>SC034/2024</u> Date of Endorsement: <u>22 MARCH 2024</u>	Office Use Only <h1 style="margin: 0;">DP1302496</h1>																																									
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EXECUTED on behalf of CAERLEON MUDGEES) Pty Limited ACN 154 227 219) on the <u>25th</u> day of <u>March</u> 2024) by the authorized persons whose signatures) appear below pursuant to Section 127(1)) of the Corporations Act 2001)																																										
 _____ Signature	 _____ Signature																																									
Print Name: <u>NATHAN DAVIS</u> Position Held: DIRECTOR	Print Name: <u>PATRICIA DAVIS</u> Position Held: SECRETARY																																									
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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 1 of 11)

Plan: **DP1302496**

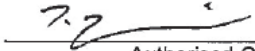
Plan of Subdivision of Lot 1219 in Deposited Plan 1301185 covered by Subdivision Certificate No. SC034/2024 Dated 22-3-2024

Full name and address of the owner of the land:

Caerleon Mudgee Pty Ltd
 ACN 154 227 219
 Level 5, 20 Bond Street
 SYDNEY NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement to Drain Water 3 wide (D)	Lot 1223 Lot 1224 Lot 1225 Lot 1235 Lot 1236	Lots 1224, 1225 & Lots 1215 & 1216 in DP 1301185 Lot 1225 & Lots 1215 & 1216 in DP 1301185 Lots 1215 & 1216 in DP 1301185 Lots 1201 to 1210 inclusive in DP 1301185 Lot 1235 & Lots 1201 to 1210 inclusive in DP 1301185
2.	Restriction on the Use of Land	Lots 1219 to 1236 inclusive	Every other lot except Lots 1237 to 1240 incl.
3.	Restriction on the Use of Land	Lots 1219 to 1236 inclusive	Every other lot except Lots 1237 to 1240 incl.


 Authorised Officer



Req:R220539 /Doc:DP 1302496 B /Rev:09-Apr-2024 /NSW LRS /Prt:10-Apr-2024 10:31 /Seq:2 of 11
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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 2 of 11)

Plan: **DP1302496**

Plan of Subdivision of Lot 1219 in Deposited Plan 1301185 covered by Subdivision Certificate no. S0034/2024 Dated 22-3-24

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
4.	Restriction on the Use of Land	Lots 1219 to 1233 inclusive, Lots 1235 & 1236	Every other Lot except Lots 1237 to 1240 incl.
5.	Restriction on the Use of Land	Lot 1234	Every other Lot except Lots 1237 to 1240 incl.

Part 2 (Terms)

1. Terms of the easement firstly referred to in the plan:

An easement to drain water within the meaning of Part 3 of Schedule 4A of the Conveyancing Act 1919 as amended.

2. Terms of the restriction on the use of land secondly referred to in the plan:

- (a) The lot burdened must not be subdivided other than whilst Caerleon Mudgee is the proprietor.
- (b) The lot burdened must not have more than one (1) driveway constructed on it. No driveway crossover shall be constructed on the lot burdened unless it is constructed and finished in plain concrete only. The concrete surface shall be finished true and even. Brick-pavers, stamped, coloured or patterned finishes or any other cosmetic material other than plain concrete will not be accepted on the driveway crossover.
- (c) No dwelling shall be erected or permitted to remain erected on the lot burdened unless the area between the building line and the front boundary of the lot burdened is turfed and landscaped in accordance with the "Caerleon Design Guidelines: Neighbourhood 1" dated March 2021 (or as amended from time to time).


Authorised Officer



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 3 of 11)

Plan: **DP1302496**

Plan of Subdivision of Lot 1219 in Deposited Plan 1301185 covered by Subdivision Certificate no. SC034}2024 Dated 22.3.2024

- (d) No dwelling or building (including garages) shall be erected or permitted to remain erected on the lot burdened with a roof having a pitch of less than 20 degrees (this does not relate to skillion and/or flat roofs). The roof shall only be constructed of clay tiles, cement tiles, slate or non-reflective surface corrugated iron and shall only be in shades of grey.
- (e) No garage shall be erected or permitted to remain on the lot burdened with vertical walls that exceed 2.4 metres.
- (f) No outbuilding shall be erected or permitted to remain on any lot burdened with a floor area greater than 24 square metres.
- (g) No outbuildings, garages or other structures shall be erected or permitted to remain on the lot burdened unless erected concurrent with, or subsequent to, the erection of a residential building.
- (h) No satellite dishes or roof structures may be erected or permitted to remain on the lot burdened unless they are located on the rear of the roof of the residential building and are located in an area hidden from view from the road, footpath, park or public land.
- (i) No driveway shall be constructed on the lot burdened unless its surface is comprised of faux or stamped concrete, pavers or as approved by Caerleon Mudgee. The driveway must be constructed prior to practical completion of the main building.
- (j) The proprietor must not permit or suffer:
 - (i) any vehicles on the lot burdened to have a tare weight over 5 tonnes to be parked, garaged, housed, serviced or have mechanical repairs carried out on it unless it is an area that is not visible from view of any road, footpath, park or public land. This restriction does not apply where such vehicles are being used for the delivery of goods or purposes of construction of any improvement on the lot burdened; and
 - (ii) any boats, trailers, caravans or any other towable item to be parked, housed, serviced or have mechanical repairs carried out on the lot burdened unless it is in an area that is not visible from view of any road, footpath, park or public land.



Authorised Officer



Req:R220539 /Doc:DP 1302496 B /Rev:09-Apr-2024 /NSW LRS /Prt:10-Apr-2024 10:31 /Seq:4 of 11
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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 4 of 11)

Plan: **DP1302496**

Plan of Subdivision of Lot 1219 in Deposited Plan 1301185 covered by Subdivision Certificate no. SC034/2024 Dated 22.3.2024

(k) Fencing

That no fence shall be erected on any lot without the prior consent in writing of the Vendor, its successors and assigns other than purchasers on sale provided that:

- (i) Such consent shall not be refused if such fence is erected without expense to the Vendor, its successors and assigns other than purchasers on sale, and is otherwise erected in accordance with this clause; and
(ii) Consent shall be deemed to have been given in respect of any fence for the time being erected which is of a construction and type referred to in this clause, and otherwise complies with this clause.

Notwithstanding the above, that no fence shall be erected on the street frontages of Lots 1219 to 1221 incl., Lots 1224 to 1233 incl. and Lot 1235

That no side or rear fence shall be erected or permitted to remain on the lot burdened unless the fencing is of Colourbond steel fencing and is a "Woodland Grey" colour (or equivalent colour). No lattice or decorate borders are permitted.

That no side fence shall be erected on the street frontage of Lots 1222, 1223, 1234 and 1236 unless the fencing is of Colourbond steel fencing and is a "Woodland Grey" colour (or equivalent colour), timber lapped and/or masonry construction. No lattice or decorate borders are permitted. Where side fencing is required along a street boundary for the corner lots, landscaping treatment in the form of hedging plants and/or shrubs is required on the street side of the boundary fence.

That no fence higher than 1.8 metres shall be erected on any lot to divide it from any adjoining land; and

That no fence higher than 1.0 metres shall be erected on the street frontage of any lot between the front street alignment and the house building line.

- (l) No dwelling, building, outbuildings or any part thereof shall be erected or permitted to remain on the lot burdened unless constructed predominantly of new materials.



Authorised Officer



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 5 of 11)

Plan: **DP1302496**

Plan of Subdivision of Lot 1219 in Deposited
Plan 1301185 covered by Subdivision
Certificate no. SC034 | 2024 Dated 22.3.2024

- (m) No temporary, transportable, relocated or manufactured home shall be erected or permitted to remain on the lot burdened.
- (n) No dwelling or building shall be erected or permitted to remain erected on any lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or hardiplank (or similar product) or a combination of these materials.
- (o) The proprietor is solely responsible for erecting all fencing at its cost. Caerleon Mudgee may but is not obligated to erect fencing. The proprietor must not permit any fencing erected by or on behalf of Caerleon Mudgee on the lot burdened to be removed, demolished, altered or damaged.
- (p) No shutters, blinds, canopies, awnings, security devices, flag poles or any external improvements (other than fly screens) are to be constructed, installed or maintained on or in the lot burdened where it would be visible from any road, footpath, park or public land.
- (q) No air-conditioning unit, hot water system, gas meter or rainwater tank is to be installed in any front porch/balcony of the lot burdened or in or on any part of the lot where it would be visible from any road, footpath, park or public land.
- (r) Any electrical box installed on the lot burdened is to be concealed from view from any adjoining road, footpath, park or public land by landscaping such as bushes, shrubs and plantings.
- (s) Garbage bins and containers for recyclable materials stored on the lot burdened must not be visible from any road, footpath park or public land.
- (t) No building on the lot burdened may be altered and no additional dwelling may be constructed on it or permitted to remain on it unless the proprietor obtains the written consent of Caerleon Mudgee.
- (u) Only Caerleon Mudgee may release, vary or modify these restrictions, but only while Caerleon Mudgee is the registered proprietor of any land in the Caerleon estate.

3. Terms of restriction on the use of land thirdly referred to in the plan:

No dwelling is to be erected or permitted to remain erected on the lot burdened having a total floor area (exclusive of car accommodation, external landings and



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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 6 of 11)

Plan: **DP1302496**

Plan of Subdivision of Lot 1219 in Deposited Plan 1301185 covered by Subdivision Certificate no. SC034/2024 Dated 22-3-2024

patios) of less than 140 square metres for Lots 1219 to 1221 inclusive, Lots 1224 to 1233 inclusive and Lot 1235.

No dwelling is to be erected or permitted to remain erected on the lot burdened having a total floor area (exclusive of car accommodation, external landings and patios) of less than 160 square metres for Lots 1222, 1223, 1234 (if the lot contains a single dwelling) and 1236.

4. Terms of restriction on the use of land fourthly referred to in the plan:

The lots burdened must not have any dual occupancies (whether attached or detached) to be erected on it or permitted to remain on it.

5. Terms of restriction on the use of land fifthly referred to in the plan:

Where dual occupancy dwellings are constructed on Lot 1234;

- (i) Each individual dwelling shall have an overall minimum floor area of not less than 140 square metres exclusive of car accommodation, external landings and patios.
- (ii) That no garage, carport, shed or outbuilding shall be erected or permitted to remain on any lot unless:-
- (iii) It is erected after or concurrently with the erection of the main building thereon; and
- (iv) Is of a character consistent with the main building thereon.
- (v) That transportable buildings shall not be permitted to be erected or stored or kept on any lot.
- (vi) That no mobile home or caravan shall be placed or permitted to remain on any lot unless it is placed or stored within a fully enclosed garage or at the rear of any main building erected thereon so that it cannot be viewed from the street.
- (vii) Street Frontage –
 - (a) Where dual occupancy dwellings are constructed on Lot 1234, a separate dwelling is to front Moore Street along the eastern boundary and Margaret Lane along the southern boundary respectively, with a separate driveway onto each relevant street frontage.



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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 7 of 11)

Plan: **DP1302496**

Plan of Subdivision of Lot 1219 in Deposited
Plan 1301185 covered by Subdivision
Certificate no. SC034|2024 Dated 22.3.2024

(viii) Fencing along Street Frontage – Where 1.8 metre fencing is required along a street boundary for the corner dual occupancy lot, landscaping treatment in the form of hedging plants and/or shrubs is required on the street side of the boundary fence.

NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE VARY OR MODIFY THE EASEMENT FIRSTLY REFERRED TO IN THE PLAN

Mid-Western Regional Council

NAME OF THE PARTY WHOSE CONSENT IS REQUIRED TO RELEASE VARY OR MODIFY THE RESTRICTION ON THE USE OF LAND SECONDLY, THIRDLY, FOURTHLY AND FIFTHLY REFERRED TO IN THE PLAN

Caerleon Mudgee Pty Ltd ACN 154 227 219

Definitions

Words and expressions used in the terms of this instrument have the following meanings unless a contrary intention appears:


“**Act**” means the *Conveyancing Act 1919 (NSW)*.

“**building**” includes part of a building, and also includes any structure or part of a structure (including any temporary structure or part of a temporary structure), but does not include a manufactured home, moveable dwelling or associated structure or part of a manufactured home, moveable dwelling or associated structure.

“**Caerleon estate**” means the land which was the subject of Amendment No. 3 of Mid-Western Regional Local Environmental Plan 2012.

“**Caerleon Mudgee**” means Caerleon Mudgee Pty Ltd as trustee for Caerleon Mudgee Trust (ABN 43 358 649 917) and its successors, nominees or assigns other than purchasers on sale.

“**driveway crossover**” or driveway crossing / layback means the formal vehicle platform between the kerb line and the boundary of the lot burdened.



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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 8 of 11)

Plan: **DP1302496**

Plan of Subdivision of Lot 1219 in Deposited
Plan 1301185 covered by Subdivision
Certificate no. 30034 | 2024 Dated 22.3.2024

“dual occupancy” means a dual occupancy (attached) or a dual occupancy (detached).

“dual occupancy (attached)” means 2 dwellings on one lot of land that are attached to each other but does not include a secondary dwelling.

“dual occupancy (detached)” means 2 detached dwellings on one lot of land but does not include a secondary dwelling.

“dwelling” means a room or suite of rooms occupied or used or so constructed or adapted as to be capable of being occupied or used as a separate domicile.

“dwelling house” means a building containing only one dwelling.

“lot burdened” means any lot burdened by a restriction on the use of land or an easement created by the plan and includes:

- (a) each and every part of a lot burdened; and
- (b) each and every lot created pursuant to each and every subdivision of the lot burdened or any part thereof.

“outbuilding” means any of the following:

- (a) balcony, deck, patio, pergola, terrace, verandah that is detached from a dwelling house;
- (b) cabana, cubby house, fernery, garden shed, gazebo or greenhouse;
- (c) carport that is detached from a dwelling house;
- (d) farm building;
- (e) garage that is detached from a dwelling house;
- (f) rainwater tank (above ground) that is detached from a dwelling house;
- (g) shade structure that is detached from a dwelling house; or
- (h) shed.

“plan” means the plan of subdivision to which this instrument relates.



Authorised Officer



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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 9 of 11)

Plan: **DP1302496**

Plan of Subdivision of Lot 1219 in Deposited
Plan 1301185 covered by Subdivision
Certificate no. SC034/2024 Dated 22-3-2024

“proprietor” means the registered proprietor from time to time of the lot burdened (including those claiming under or through the registered proprietor).

“residential building” means a building or place used predominantly as a place of residence, and includes any of the following: attached dwellings; boarding houses; dual occupancies; dwelling houses; group homes; hostels; multi dwelling housing; residential flat buildings; rural workers’ dwellings; secondary dwellings; semi-detached dwellings; seniors housing; shop top housing, but does not include tourist and visitor accommodation or caravan parks.

“secondary dwelling” means a self-contained dwelling that: is established in conjunction with another dwelling (the principal dwelling), and is on the same lot of land as the principal dwelling, and is located within, or is attached to, or is separate from, the principal dwelling.



Authorised Officer



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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 10 of 11)

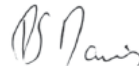
Plan: **DP1302496**

Plan of Subdivision of Lot 1219 in Deposited Plan 1301185 covered by Subdivision Certificate no. ~~SC034~~2024 Dated 22.3.2024

EXECUTED on behalf of CAERLEON MUDGEES Pty Limited ACN 154 227 219 on the 25th day of March 2024 by the authorized persons whose signatures appear below pursuant to Section 127(1) of the Corporations Act 2001



Signature



Signature

Print Name: NATHAN DAVIS
Position Held: DIRECTOR

Print Name: PATRICIA DAVIS
Position Held: SECRETARY


Authorised Officer

Req:R220539 /Doc:DP 1302496 B /Rev:09-Apr-2024 /NSW LRS /Prt:10-Apr-2024 10:31 /Seq:11 of 11
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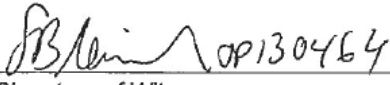
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 11 of 11)

Plan: **DP1302496**


Plan of Subdivision of Lot 1219 in Deposited Plan 1301185 covered by Subdivision Certificate no. SC034/2024 Dated 22.3.2024

Executed by **MID-WESTERN REGIONAL COUNCIL**
by its Authorised Delegate pursuant to S.378 of the Local Government Act 1993
in the presence of:


Signature of Witness

SHANE BRAD LEWINSKI
Print Name of Witness

86 MARKET ST
MUDGEE NSW 2850
Address of Witness


Signature of Authorised Delegate

ILIJA SUSNJA
Name and Authorised Delegate

REGISTERED:  09/04/2024


Authorised Officer



Reg:R480556 /Doc:DL AP372121 /Rev:17-Jul-2019 /NSW LRS /Prt:28-May-2024 13:42 /Seq:1 of 2
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Form: 01TO
Release: 2-1

**TRANSFER GRANT
EASEMENT ETC
OVER OWN LAND**



AP372121G

New South Wales
Section 46A Real Property Act 1900

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	Servient Tenement 137/1219918		Dominant Tenement 2/1243584	
(B) LODGED BY	Document Collection Box 654X	Name, Address or DX, Telephone, and Customer Account Number if any M J ARMSTRONG & CO - DENTONS 654X LPP:131317K Reference: 486751		CODE TO
(C) REGISTERED PROPRIETOR	of both the dominant and the servient tenements referred to at (A) Caerleon Mudgee Pty Ltd ACN 154 227 219			
(D) DESCRIPTION	of the easement Easement to drain sewage 3 wide affecting that part of the servient tenement marked "S" on plan annexed to this dealing at Annexure A			
(E) MORTGAGE / CHARGE / COVENANT CHARGE (if any)	affecting the servient / dominant tenement referred to at (A)			
	Number AM90462	Torrens Title 137/1219918	Type of Instrument Mortgage	Mortgagee / chargee / covenant chargee National Australia Bank Limited ACN 004 044 937

(F) The abovementioned registered proprietor of both the dominant and the servient tenements referred to above hereby grants AN EASEMENT out of the servient tenement and appurtenant to the dominant tenement in the terms specified above at (D).

(G) DATE

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: Caerleon Mudgee Pty Ltd ACN 154 227 219
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: *Nathan Richard Astill Davis*
Name of authorised person: Nathan Richard Astill Davis
Office held: Director

Signature of authorised person: *Patricia S Davis*
Name of authorised person: PATRICIA S DAVIS
Office held: SECRETARY

I certify that I am an eligible witness and that the person signing opposite signed this dealing in my presence. [See note* below].

Signature of witness: *Wesley Orr*
Name of witness: WESLEY ORR
Address of witness: 17/259 QUEEN ST BRISBANE QLD 4000

Certified correct for the purposes of the Real Property Act 1900 by the person named below who signed this dealing pursuant to the power of attorney specified.

Signature of attorney: *Robin Longton*
Attorney's name: ROBIN LONGTON
Signing on behalf of: National Australia Bank Limited
Power of attorney-Book: 4512
-No.: 39

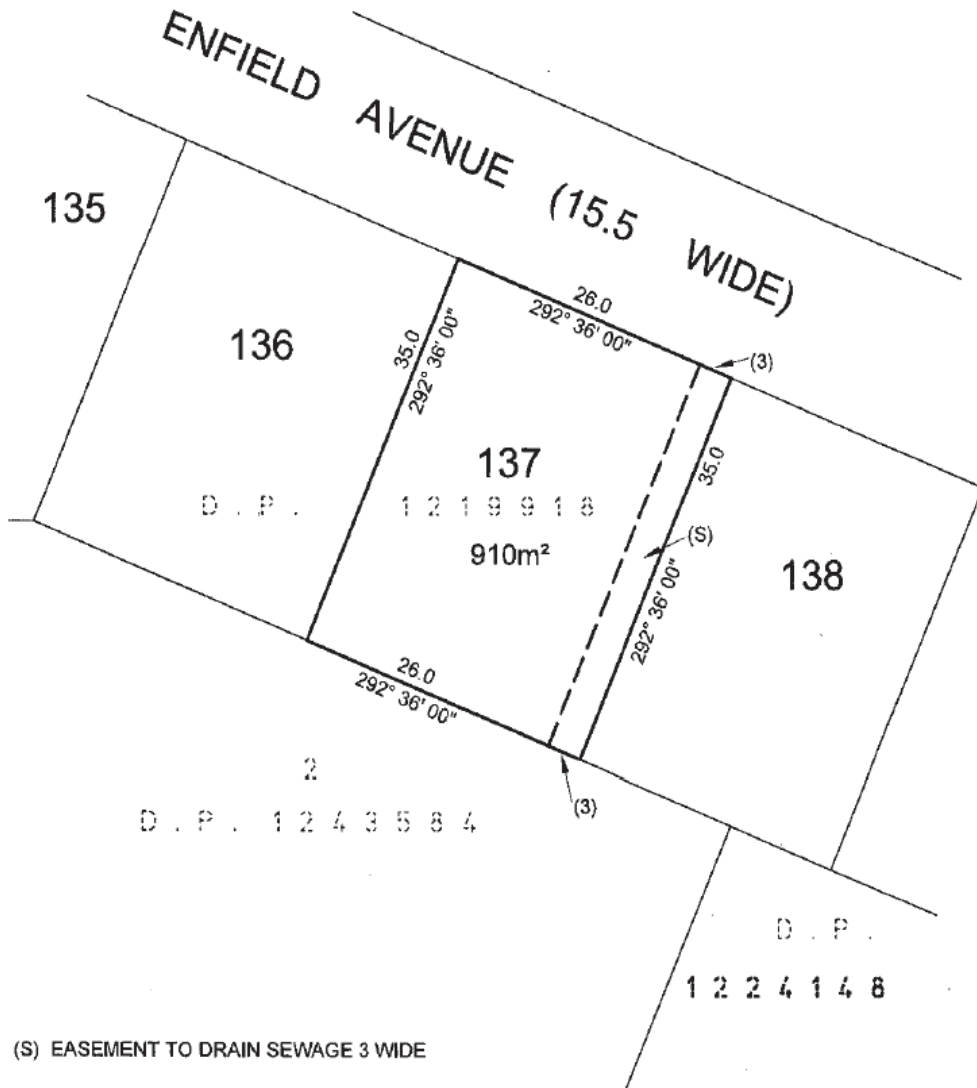
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Reg:R480556 /Doc:DL AP372121 /Rev:17-Jul-2019 /NSW LRS /Prt:28-May-2024 13:42 /Seq:2 of 2
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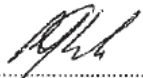
Annexure A

SHEET 1 OF 1 SHEETS



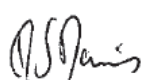
PLAN OF EASEMENT TO DRAIN SEWAGE 3 WIDE
OVER LOT 137 IN DP1219918
LGA: MID WESTERN REGIONAL COUNCIL
PARISH: MUDGEE
COUNTY: WELLINGTON



(S) EASEMENT TO DRAIN SEWAGE 3 WIDE


ROBERT JOHN CROOKS
OF JABEK Pty Ltd
SURVEYOR REGISTERED UNDER THE
SURVEYING & SPATIAL INFORMATION ACT 2002
REF: MX10286.10

DATE: 07/08/19
SCALE 1:500

   SECRETARY

Reg: R481903 / Doc: DP 1260317 P / Rev: 01-Mar-2021 / NSW LRS / Pgs: ALL / Prt: 28-May-2024 15:22 / Seq: 1 of 7
Office of the Registrar-General / Src: InfoTrack / Ref: 41044746



PLAN FORM 2 (A2) 2018017

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 3

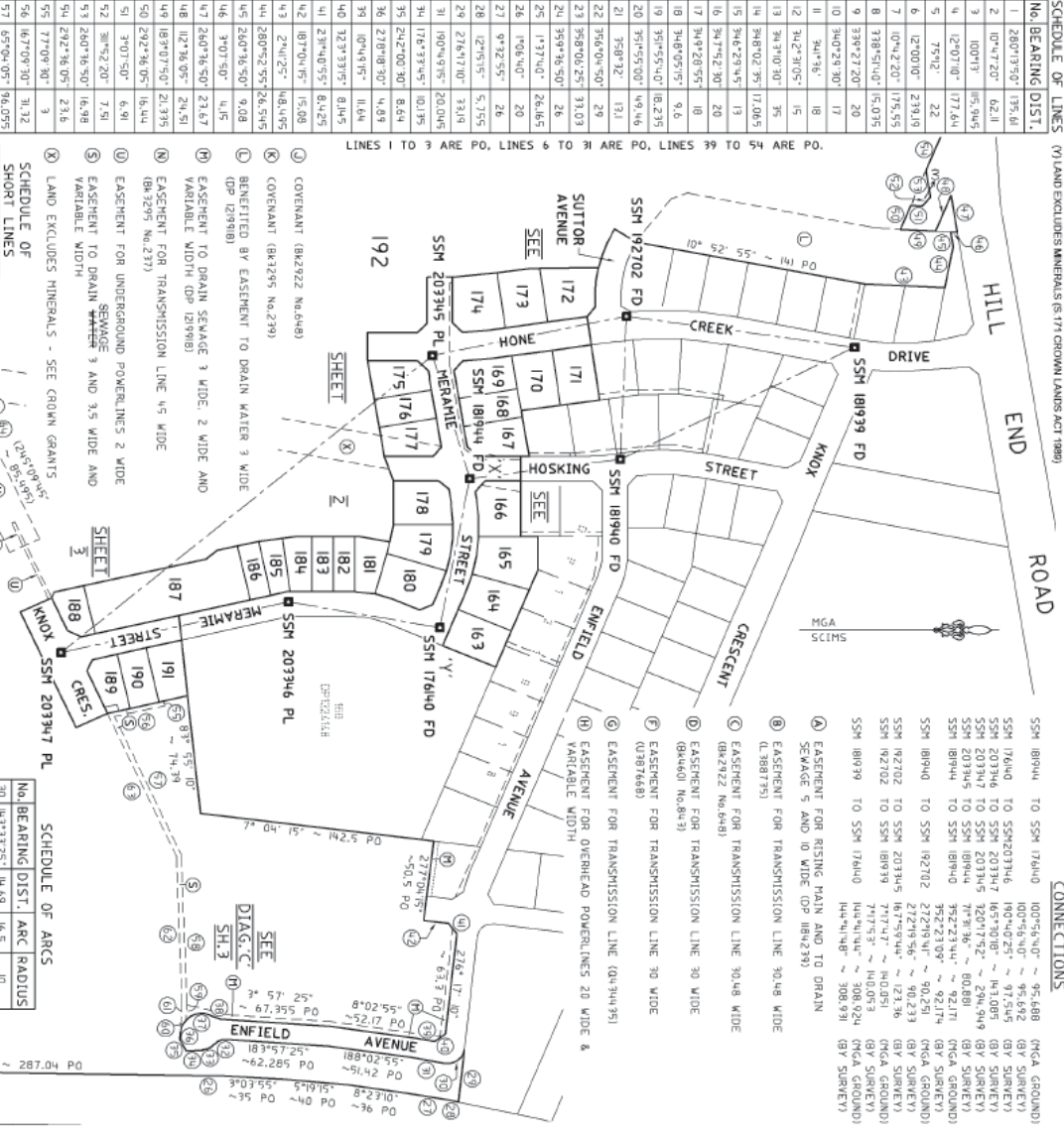
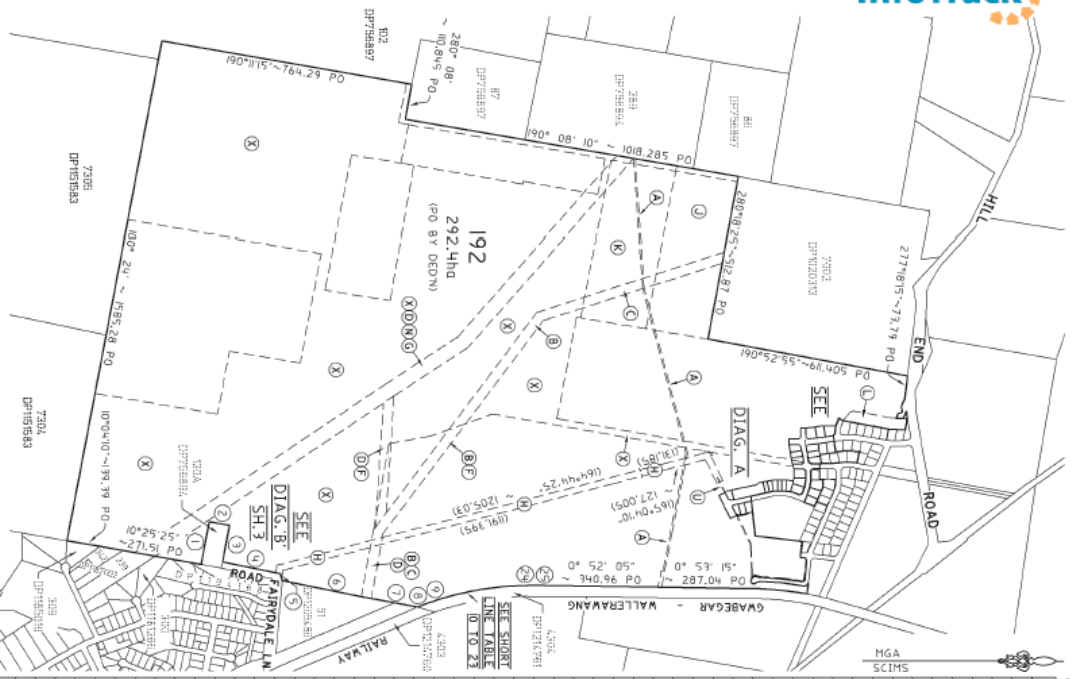
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SSM 182702	740092.407	639326.505	D	5	SCIMS	FOUND
SSM 181640	740098.773	639326.505	D	5	SCIMS	FOUND
SSM 18194	740004.804	6393144.476	D	5	SCIMS	FOUND
SSM 203346	739928.070	6393188.842	D	N/A	CAD TRAV	PLACED
SSM 203344	740080.704	6393300.425	D	N/A	CAD TRAV	PLACED
SSM 203341	740064.528	6392891.863	D	N/A	CAD TRAV	PLACED

DATE OF SCIMS CO-ORDINATES :	30/07/2009	HGA DATUM :	GD49
COMBINED SCALE FACTOR :	1.000212	HGA DATUM :	GD49

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6	120°00'	238.19	
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9	339°27'20"	20	
10	340°23'30"	17	
11	341°56'	15	
12	342°31'05"	35	
13	343°10'30"	35	
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17	349°28'55"	18	
18	348°05'55"	9.6	
19	351°55'40"	82.235	
20	351°55'00"	49.46	
21	358°12'	13.1	
22	356°04'50"	29	
23	358°06'25"	31.03	
24	359°38'50"	26	
25	137°14'	26.65	
26	138°40'	20	
27	93°25'55"	26	
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33	104°14'55"	11.84	
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36	260°18'50"	9.08	
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38	260°18'50"	23.67	
39	127°16'05"	24.51	
40	183°07'50"	23.935	
41	292°34'05"	16.44	
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56	167°08'10"	11.32	
57	65°04'05"	86.095	
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3	152°28'50" <td>8.17<td>8.415</td><td>10</td><td></td></td>	8.17 <td>8.415</td> <td>10</td> <td></td>	8.415	10	
37	335°43'05" <td>21.505</td> <td>26.005</td> <td>13</td> <td></td>	21.505	26.005	13	
38	187°22'35" <td>4.03<td>4.075</td><td>8</td><td></td></td>	4.03 <td>4.075</td> <td>8</td> <td></td>	4.075	8	
60	105°38'35" <td>7.757<td>7.885</td><td>19</td><td></td></td>	7.757 <td>7.885</td> <td>19</td> <td></td>	7.885	19	

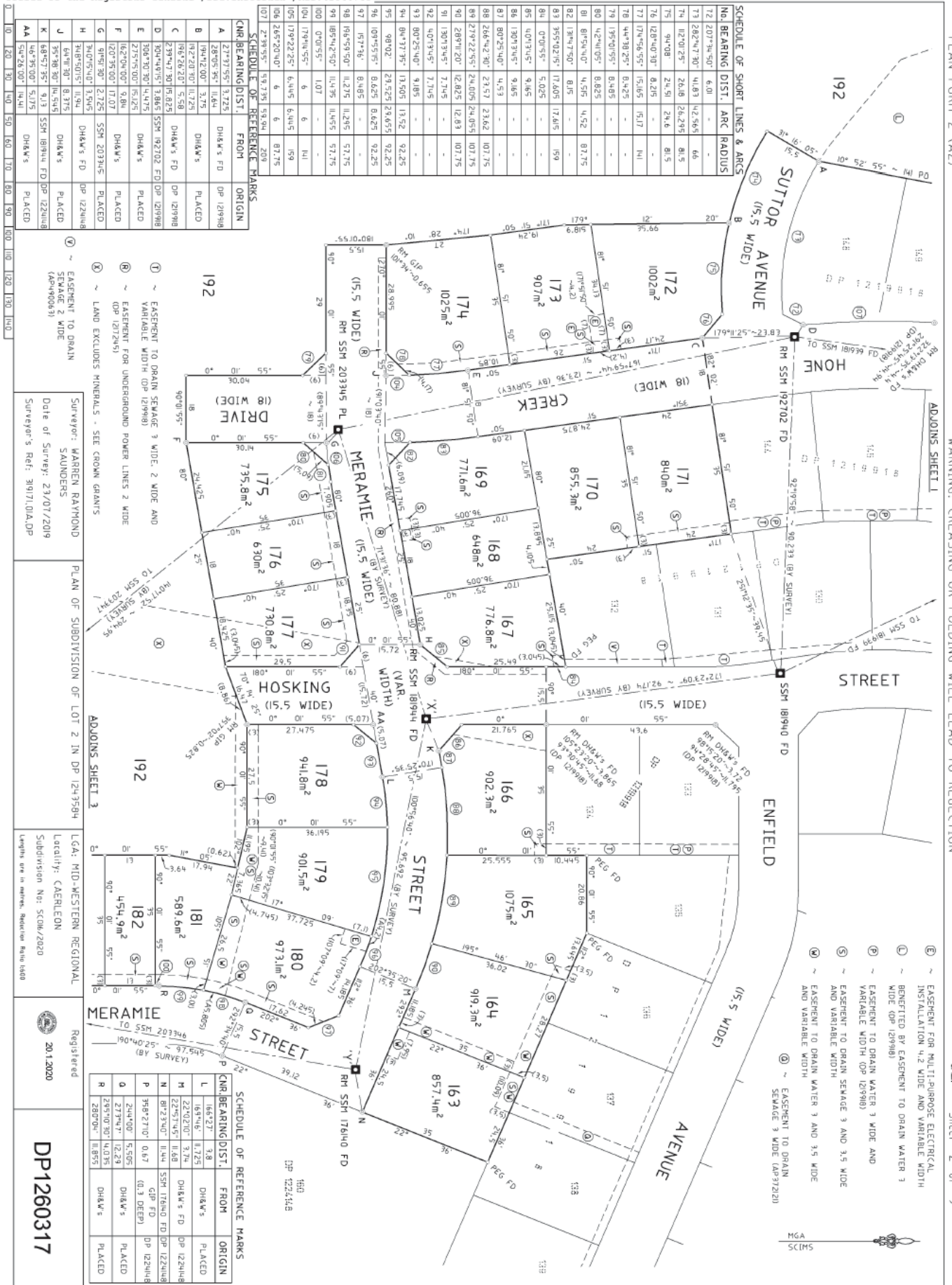


Reg: R481903 / Doc: DP 1260317 P / Rev: 01-Mar-2021 / NSW LRS / Pgs: ALL / Prt: 28-May-2024 15:22 / Seq: 2 of 7
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PLAN FORM 2 (A2) 2020017

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Sheet 2 of 3



NO.	BEARING	DIST.	ARC	RADIUS
12	207°34'50"	6.01	-	-
13	282°24'30"	41.83	42.566	66
14	12°01'25"	26.18	26.295	81.5
15	94°08'	24.51	24.6	81.5
16	120°40'30"	0.205	-	-
17	174°45'55"	15.165	15.17	141
18	44°38'25"	8.425	-	-
19	195°01'55"	8.485	-	-
20	42°40'05"	8.825	-	-
21	174°45'55"	4.515	4.52	87.75
22	134°37'30"	8.15	-	-
23	355°02'15"	17.805	17.815	159
24	0°01'55"	5.025	-	-
25	40°33'45"	9.45	-	-
26	130°33'45"	9.45	-	-
27	80°25'40"	4.53	-	-
28	266°42'30"	23.57	23.62	107.75
29	279°22'55"	24.005	24.055	107.75
30	289°11'20"	12.825	12.83	107.75
31	180°33'45"	7.145	-	-
32	40°33'45"	7.145	-	-
33	80°25'40"	9.45	-	-
34	80°27'35"	13.505	13.52	92.25
35	98°02'	27.525	27.635	92.25
36	109°55'15"	8.825	8.825	92.25
37	157°16'	8.485	-	-
38	186°59'10"	14.275	14.285	57.75
39	185°42'50"	14.495	14.495	57.75
40	0°01'55"	1.07	-	-
41	179°44'55"	6	6	141
42	179°22'25"	6.445	6.445	159
43	279°25'40"	6	6	87.75

CR.	BEARING	DIST.	FROM	ORIGIN
A	273°15'55"	3.225	DH&W's FD	DP 121998
B	184°01'00"	3.775	DH&W's	PLACED
C	162°21'30"	11.725	DH&W's	PLACED
D	162°21'30"	5.58	DH&W's	PLACED
E	239°47'30"	16.825	DH&W's	PLACED
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H	162°21'30"	11.725	DH&W's	PLACED
I	162°21'30"	5.58	DH&W's	PLACED
J	162°21'30"	11.725	SSM 203345	PLACED
K	162°21'30"	11.725	DH&W's	PLACED
L	162°21'30"	11.725	DH&W's	PLACED
M	162°21'30"	11.725	DH&W's	PLACED
N	162°21'30"	11.725	DH&W's	PLACED
O	162°21'30"	11.725	DH&W's	PLACED
P	162°21'30"	11.725	DH&W's	PLACED
Q	162°21'30"	11.725	DH&W's	PLACED
R	162°21'30"	11.725	DH&W's	PLACED

CR.	BEARING	DIST.	FROM	ORIGIN
L	166°27'	3.8	DH&W's	PLACED
M	169°46'	11.725	DH&W's	PLACED
N	222°02'10"	3.74	DH&W's	DP 122448
O	222°02'10"	11.88	DH&W's	DP 122448
P	358°27'10"	0.167	SSM 17840 FD	DP 122448
Q	244°00'	5.595	GP FD	DP 122448
R	273°15'55"	12.29	DP 122448	DP 122448
S	280°00'	11.895	DH&W's	PLACED

Surveyor: WARREN RAYMOND SAUNDERS
 Date of Survey: 23/07/2019
 Surveyor's Ref: 31917.01A.DP

LGA: MID-WESTERN REGIONAL
 Locality: CARLETON
 Subdivision No: SC08/2020
 Lengths are in metres. Measured to 1:1000

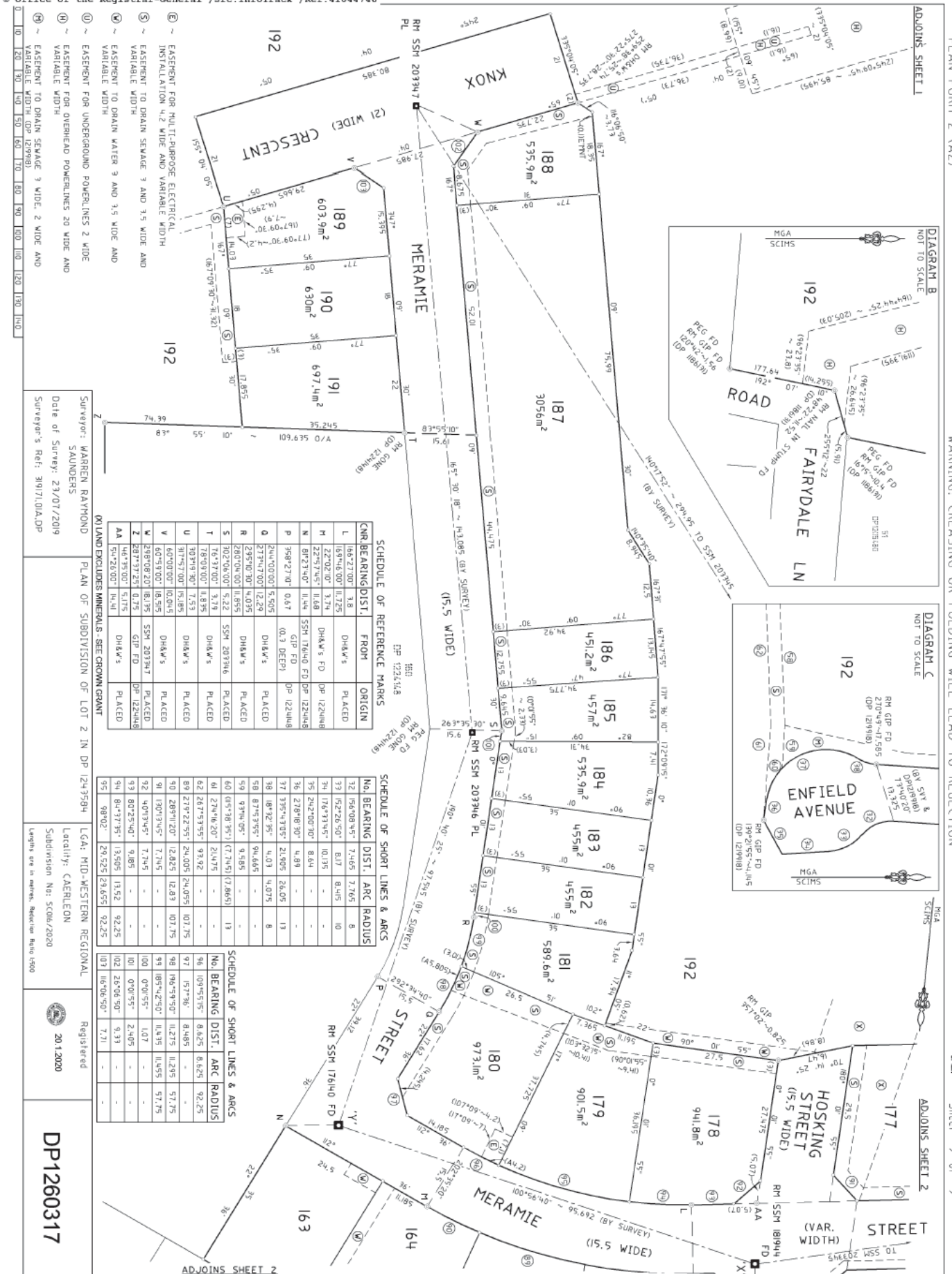
Registered 2011 2020
 DP1260317

Reg: R481903 / Doc: DP 1260317 P / Rev: 01-Mar-2021 / NSW LRS / Pgs: ALL / Prt: 28-May-2024 15:22 / Seq: 3 of 7
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PLAN FORM 2 (A2) (201807)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 3 of 3



SCHEDULE OF REFERENCE MARKS

CNR BEARING	DIST.	FROM	ORIGIN
L	166°21'00"	3.8	DH&W's PLACED
M	227°02'00"	11.725	DH&W's FD DP 122446
N	82°23'40"	11.68	DH&W's FD DP 122446
O	358°27'40"	0.617	GIP FD DP 122446
P	281°00'00"	12.28	DH&W's PLACED
R	285°10'30"	4.035	DH&W's PLACED
S	302°06'00"	5.222	SSM 203946 PLACED
T	78°00'00"	11.895	DH&W's PLACED
U	317°57'30"	7.53	DH&W's PLACED
V	60°00'00"	10.545	DH&W's PLACED
W	288°08'20"	18.595	SSM 203946 PLACED
Z	287°37'25"	0.75	GIP FD DP 122446
AA	54°28'00"	5.175	DH&W's PLACED

SCHEDULE OF SHORT LINES & ARCS

No. BEARING	DIST.	ARC RADIUS	B
12	156°08'45"	7.165	7.165
33	152°26'50"	8.17	8.175
34	176°33'45"	10.135	10.135
75	242°00'30"	8.64	-
76	238°18'30"	4.89	-
77	375°43'05"	21.095	26.05
78	18°32'35"	4.03	4.075
58	87°53'55"	94.665	-
59	97°46'05"	93.885	-
60	105°38'35"	17.745	17.745
61	274°46'20"	21.975	-
62	267°53'55"	93.82	-
88	219°22'55"	24.005	24.095
89	288°11'20"	12.825	12.83
90	130°31'45"	7.745	-
92	40°31'45"	7.745	-
93	80°23'40"	9.185	-
94	84°37'35"	13.505	13.52
95	98°02'	28.525	29.655

SCHEDULE OF SHORT LINES & ARCS

No. BEARING	DIST.	ARC RADIUS	B
96	109°55'15"	8.625	8.625
97	157°36'	8.485	8.485
98	196°59'50"	11.275	11.295
99	185°42'50"	11.935	11.955
100	0°00'55"	1.07	-
101	0°00'55"	2.105	-
102	26°06'50"	9.13	-
103	116°06'50"	7.71	-

- Ⓢ EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE AND VARIABLE WIDTH
- Ⓣ EASEMENT TO DRAIN SEWAGE 3 AND 3.5 WIDE AND VARIABLE WIDTH
- Ⓤ EASEMENT TO DRAIN WATER 3 AND 3.5 WIDE AND VARIABLE WIDTH
- Ⓦ EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE VARIABLE WIDTH
- Ⓧ EASEMENT FOR OVERHEAD POWERLINES 20 WIDE AND VARIABLE WIDTH
- Ⓨ EASEMENT TO DRAIN SEWAGE 3 WIDE, 2 WIDE AND VARIABLE WIDTH (DP 129981)


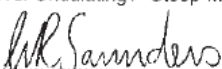
Surveyor: WARREN RAYMOND SAUNDERS
Date of Survey: 23/07/2019
Surveyor's Ref: 319171.01A.DP

PLAN OF SUBDIVISION OF LOT 2 IN DP 1243594
LAND EXCLUDES MINERALS - SEE CROWN GRANT

Legal: MID-WESTERN REGIONAL
Local: CAERLEON
Subdivision No: SC08/2020
Lengths are in metres. Measured to 1:500

Registered
201/2020
DP1260317

Req:R481903 /Doc:DP 1260317 P /Rev:01-Mar-2021 /NSW LRS /Pgs:ALL /Prt:28-May-2024 15:22 /Seq:4 of 7
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PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Registered:  20.1.2020 Title System: TORRENS	Office Use Only Office Use Only <h1 style="text-align: center;">DP1260317</h1>	
PLAN OF SUBDIVISION OF LOT 2 IN DP 1243584	LGA: MID-WESTERN REGIONAL Locality: CAERLEON Parish: MUDGEES & MUNNA County: WELLINGTON	
<p style="text-align: center;">Survey Certificate</p> <p>I, WARREN RAYMOND SAUNDERS of PREMISE AUSTRALIA PTY LTD LEVEL 1 62 WINGEWARRA STREET DUBBO NSW 2830 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on</p> <p>*(b) The part of the land shown in the plan being Lots 163 to 191 inclusive was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on 23rd July 2019 and the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X' ~ 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: 6/09/19 Surveyor Identification No: 186 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	
Plans used in the preparation of survey/compilation. DP 1243584 DP 1219918 DP 1224148 DP 1020313	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSION OF HONE CREEK DRIVE (18 WIDE), THE EXTENSION OF HOSKING STREET (15.5 WIDE), THE EXTENSION OF MERAMIE STREET (15.5 WIDE & VARIABLE) AND THE EXTENSION OF KNOX CRESCENT (21 WIDE) TO THE PUBLIC AS PUBLIC ROAD (CONT'D SHEET 3.)</p>	
Surveyor's Reference: 319171.01A.DP	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

Req:R481903 /Doc:DP 1260317 P /Rev:01-Mar-2021 /NSW LRS /Pgs:ALL /Prt:28-May-2024 15:22 /Seq:5 of 7

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PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:  20.1.2020 Office Use Only

DP1260317

**PLAN OF SUBDIVISION OF LOT 2 IN
DP 1243584**

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SC016/2020

Date of Endorsement: 12 November 2019

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, (1919) AS AMENDED IT IS INTENDED TO CREATE:-

1. EASEMENT FOR MULTI PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE AND VARIABLE WIDTH (E)
2. EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE (U)
3. EASEMENT FOR OVERHEAD POWERLINES 20 WIDE AND VARIABLE WIDTH (H)
4. EASEMENT TO DRAIN SEWAGE 3 AND 3.5 WIDE AND VARIABLE WIDTH (S)
5. EASEMENT TO DRAIN WATER 3 AND 3.5 WIDE AND VARIABLE WIDTH (W)
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND

SCHEDULE OF STREET ADDRESSES

LOT No.	STREET No.	STREET NAME	STREET TYPE	LOCALITY
163	13	MERAMIE	STREET	CAERLEON
164	11	MERAMIE	STREET	CAERLEON
165	9	MERAMIE	STREET	CAERLEON
166	13	HOSKING	STREET	CAERLEON
167	5	MERAMIE	STREET	CAERLEON
168	3	MERAMIE	STREET	CAERLEON
169	1	MERAMIE	STREET	CAERLEON
170	19	HONE CREEK	DRIVE	CAERLEON
171	17	HONE CREEK	DRIVE	CAERLEON
172	20	HONE CREEK	DRIVE	CAERLEON
173	22	HONE CREEK	DRIVE	CAERLEON
174	24	HONE CREEK	DRIVE	CAERLEON
175	2	MERAMIE	STREET	CAERLEON
176	4	MERAMIE	STREET	CAERLEON


If space is insufficient use additional annexure sheet

Surveyor's Reference: 319171.01A.DP

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PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 4 sheet(s)	
Registered:  20.1.2020 Office Use Only	Office Use Only <h1 style="margin: 0;">DP1260317</h1>
PLAN OF SUBDIVISION OF LOT 2 IN DP 1243584	
Subdivision Certificate number: <u>SC016/2020</u> Date of Endorsement: <u>12 November 2019</u>	
This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	

SCHEDULE OF STREET ADDRESSES (CONT'D)

LOT No.	STREET No.	STREET NAME	STREET TYPE	LOCALITY
177	6	MERAMIE	STREET	CAERLEON
178	8	MERAMIE	STREET	CAERLEON
179	10	MERAMIE	STREET	CAERLEON
180	12	MERAMIE	STREET	CAERLEON
181	14	MERAMIE	STREET	CAERLEON
182	16	MERAMIE	STREET	CAERLEON
183	18	MERAMIE	STREET	CAERLEON
184	20	MERAMIE	STREET	CAERLEON
185	22	MERAMIE	STREET	CAERLEON
186	24	MERAMIE	STREET	CAERLEON
187	26	MERAMIE	STREET	CAERLEON
188	40	MERAMIE	STREET	CAERLEON
189	21	MERAMIE	STREET	CAERLEON
190	19	MERAMIE	STREET	CAERLEON
191	17	MERAMIE	STREET	CAERLEON
192	26	HONE CREEK	DRIVE	CAERLEON

NOTE: THE BOUNDARY DEFINITION ADJOINING RAILWAY LAND TAKEN FROM DP 1186131 AND IS UNCHANGED.

• THE EXTENSION OF MERAMIE STREET (15.5 WIDE AND VARIABLE) IS SUBJECT TO EASEMENT FOR UNDERGROUND POWERLINES 2WIDE CREATED BY DP1217245.


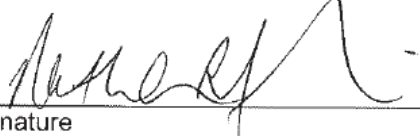

If space is insufficient use additional annexure sheet

Surveyor's Reference: 319171.01A.DP

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PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 4 sheet(s)
Registered:  20.1.2020 Office Use Only	DP1260317	
PLAN OF SUBDIVISION OF LOT 2 IN DP 1243584	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
Subdivision Certificate number: <u>SC016/2020</u> Date of Endorsement: <u>12 November 2019</u>		
EXECUTED on behalf of CAERLEON MUDGE) Pty Limited ACN 154 227 219) on the <u>15th</u> day of <u>November</u> 2019) by the authorized persons whose signatures) appear below pursuant to Section 127(1)) of the Corporations Act 2001)		
 Signature	 Signature	
Print Name: <u>NATHAN DAVIS</u> Position Held: DIRECTOR	Print Name: <u>Melanie Hedges</u> Position Held: DIRECTOR/SECRETARY	
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 319171.01A.DP		

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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

ePlan
 (Sheet 1 of 10)

Plan: **DP1260317**

Plan of Subdivision of Lot 2 in Deposited Plan 1243584 covered by Subdivision Certificate no. *SC016/2020* and dated *12 November 2019*

Full name and address of the owner of the land:

Caerleon Mudgee Pty Ltd
 ACN 154 227 219
 Level 5, 17 Bridge Street
 SYDNEY NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Multi-Purpose Electrical Installation 4.2 wide and variable width (E)	173,180 and 189	Essential Energy
2	Easement for Underground Powerlines 2 wide (U)	192	Essential Energy
3	Easement for Overhead Powerlines 20 wide and variable width (H)	192	Essential Energy
4	Easement to Drain Sewage 3 and 3.5 wide and variable width (S)	163 to 188 inclusive and 192	Mid-Western Regional Council
5	Easement to Drain Water 3 and 3.5 wide and variable width (W)	163 164 179 180 192	164 and 165 163 and 165 192 and Hosking Street 179, 192 and Hosking Street Hosking Street
6	Restriction on the Use of Land	163 to 191 inclusive	Every other lot
7	Restriction on the Use of Land	163 to 168 inclusive and 176 to 191 inclusive	Every other lot
8	Restriction on the Use of Land	169 to 175 inclusive	Every other lot
9	Restriction on the Use of Land	163 to 191 inclusive	Mid-Western Regional Council

 Authorised Officer

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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

ePlan
(Sheet 2 of 10)

Plan: **DP1260317**

Plan of Subdivision of Lot 2 in Deposited Plan 1243584 covered by Subdivision Certificate no. SC016/2020 and dated 12 November 2019

Part 2 (Terms)

1. Terms of the Easement firstly referred to in the plan:

An easement for multi-purpose electrical installation the terms of which are set out in Part C of Memorandum AG189384.

2. Terms of the Easement secondly referred to in the plan:

An easement for underground powerlines the terms of which are set out in Part B of Memorandum AG189384.

3. Terms of the Easement thirdly referred to in the plan:

An easement for overhead powerlines the terms of which are set out in Part A of Memorandum AG189384.

4. Terms of the easement fourthly referred to in the plan:

An easement to drain sewage within the meaning of Part 4 of Schedule 4A of the Act as amended.

5. Terms of the easement fifthly referred to in the plan:

An easement to drain water within the meaning of Part 3 of Schedule 4A of the Act as amended.

6. Terms of the restriction on the use of land sixthly referred to in the plan

- (a) The lot burdened must not be subdivided other than whilst Caerleon Mudgee is the proprietor.
- (b) The lot burdened must not have more than one (1) driveway constructed on it. No driveway crossover shall be constructed on the lot burdened unless it is constructed and finished in plain concrete only. The concrete surface shall be finished true and even. Brick-pavers, stamped, coloured or patterned finishes or any other cosmetic material other than plain concrete will not be accepted on the driveway crossover.
- (c) No dwelling shall be erected or permitted to remain erected on the lot burdened unless the area between the building line and the front boundary of the lot burdened is



Authorised Officer

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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.



ePlan
(Sheet 3 of 10)

Plan: **DP1260317**

Plan of Subdivision of Lot 2 in Deposited Plan
1243584 covered by Subdivision Certificate
no. *SC016/2020* and dated *12 November 2019*

turfed and landscaped in accordance with the "Caerleon Design Guidelines: Neighbourhood 1" dated August 2013 (or as amended from time to time).

- (d) No dwelling or building (including garages) shall be erected or permitted to remain erected on the lot burdened with a roof having a pitch of less than 20 degrees (this does not relate to skillion and/or flat roofs). The roof shall only be constructed of clay tiles, cement tiles, slate or non-reflective surface corrugated iron and shall only be in shades of grey.
- (e) No garage shall be erected or permitted to remain on the lot burdened with vertical walls that exceed 2.4 metres.
- (f) No outbuilding shall be erected or permitted to remain on any lot burdened with a floor area greater than 16 square metres.
- (g) No outbuildings, garages or other structures shall be erected or permitted to remain on the lot burdened unless erected concurrent with, or subsequent to, the erection of a residential building.
- (h) No satellite dishes or roof structures may be erected or permitted to remain on the lot burdened unless they are located on the rear of the roof of the residential building and are located in an area hidden from view from the road, footpath, park or public land.
- (i) No driveway shall be constructed on the lot burdened unless its surface is comprised of faux or stamped concrete, pavers or as approved by Caerleon Mudgee. The driveway must be constructed prior to practical completion of the main building.
- (j) The proprietor must not permit or suffer:
 - (i) any vehicles on the lot burdened to have a tare weight over 5 tonnes to be parked, garaged, housed, serviced or have mechanical repairs carried out on it unless it is an area that is not visible from view of any road, footpath, park or public land. This restriction does not apply where such vehicles are being used for the delivery of goods or purposes of construction of any improvement on the lot burdened; and
 - (ii) any boats, trailers, caravans or any other towable item to be parked, housed, serviced or have mechanical repairs carried out on the lot burdened unless it is in an area that is not visible from view of any road, footpath, park or public land.
- (k) No side or rear fence shall be erected or permitted to remain on the lot burdened unless the fencing is of timber lapped and/or masonry construction. Colourbond steel fencing is only permitted for side and rear fencing where it is not visible from any road, footpath, park or public land and is a "Terrace" colour (or equivalent colour). No lattice or decorate borders are permitted.

Authorised Officer

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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

ePlan
(Sheet 4 of 10)

Plan: **DP1260317**

Plan of Subdivision of Lot 2 in Deposited Plan 1243584 covered by Subdivision Certificate no. *SC016/2020* and dated *12 November 2019*

- (l) No dwelling, building, outbuildings or any part thereof shall be erected or permitted to remain on the lot burdened unless constructed predominantly of new materials.
- (m) No temporary, transportable, relocated or manufactured home shall be erected or permitted to remain on the lot burdened.
- (n) No dwelling or building shall be erected or permitted to remain erected on any lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or hardiplank (or similar product) or a combination of these materials.
- (o) The proprietor is solely responsible for erecting all fencing at its cost. Caerleon Mudgee may but is not obligated to erect fencing. The proprietor must not permit any fencing erected by or on behalf of Caerleon Mudgee on the lot burdened to be removed, demolished, altered or damaged.
- (p) No shutters, blinds, canopies, awnings, security devices, flag poles or any external improvements (other than fly screens) are to be constructed, installed or maintained on or in the lot burdened where it would be visible from any road, footpath, park or public land.
- (q) No air-conditioning unit, hot water system, gas meter or rainwater tank is to be installed in any front porch/balcony of the lot burdened or in or on any part of the lot where it would be visible from any road, footpath, park or public land.
- (r) Any electrical box installed on the lot burdened is to be concealed from view from any adjoining road, footpath, park or public land by landscaping such as bushes, shrubs and plantings.
- (s) Garbage bins and containers for recyclable materials stored on the lot burdened must not be visible from any road, footpath park or public land.
- (t) No building on the lot burdened may be altered and no additional dwelling may be constructed on it or permitted to remain on it unless the proprietor obtains the written consent of Caerleon Mudgee.
- (u) Only Caerleon Mudgee may release, vary or modify these restrictions, but only while Caerleon Mudgee is the registered proprietor of any land in the Caerleon estate.

7. Terms of restriction on the use of land seventhly referred to in the plan:

No dwelling is to be erected or permitted to remain erected on the lot burdened having a total floor area (exclusive of car accommodation, external landings and patios) of less than:

- (a) 140 square metres for lots with an area of up to and including 649 square metres;




Authorised Officer



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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

ePlan
(Sheet 5 of 10)

Plan: **DP1260317**

Plan of Subdivision of Lot 2 in Deposited Plan 1243584 covered by Subdivision Certificate no. *SC016/2020* and dated *12 November 2019*

- (b) 160 square metres for lots with an area between 650 and 999 square metres; and
- (c) 180 square metres for lots with an area greater than 999 square metres.

8. Terms of restriction on the use of land eighthly referred to in the plan:

No dwelling is to be erected or permitted to remain erected on the lot burdened having a total floor area (exclusive of car accommodation, external landings and patios) of less than:

- (a) 180 square metres for lots with an area of up to and including 649 square metres;
- (b) 200 square metres for lots with an area between 650 and 999 square metres; and
- (c) 220 square metres for lots with an area greater than 999 square metres.

9. Terms of restriction on the use of land ninthly referred to in the plan

The lot burdened must not have any dual occupancies (whether attached or detached) to be erected on it or permitted to remain on it.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENTS FIRSTLY, SECONDLY AND THIRDLY REFERRED TO IN THE PLAN

Essential Energy

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENTS FOURTHLY AND FIFTHLY AND THE RESTRICTION ON THE USE OF LAND NINTHLY REFERRED TO IN THE PLAN

Mid-Western Regional Council



NAME OF PARTY EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTION ON THE USE OF LAND SIXTHLY, SEVENTHLY AND EIGHTHLY LY REFERRED TO IN THE PLAN

Caerleon Mudgee Pty Ltd ACN 154 227 219

Definitions

- (a) Words and expressions used in the terms of this instrument have the following meanings unless a contrary intention appears:

“Act” means the *Conveyancing Act 1919 (NSW)*.

Authorised Officer

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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

ePlan
(Sheet 6 of 10)

Plan: **DP1260317**

Plan of Subdivision of Lot 2 in Deposited Plan 1243584 covered by Subdivision Certificate no. *SC 016/2020* and dated *12 November 2019*

“building” includes part of a building, and also includes any structure or part of a structure (including any temporary structure or part of a temporary structure), but does not include a manufactured home, moveable dwelling or associated structure or part of a manufactured home, moveable dwelling or associated structure.

“Caerleon estate” means the land which was the subject of Amendment No. 3 of Mid-Western Regional Local Environmental Plan 2012.

“Caerleon Mudgee” means Caerleon Mudgee Pty Ltd as trustee for Caerleon Mudgee Trust (ABN 43 358 649 917) and its successors, nominees or assigns other than purchasers on sale.

“driveway crossover” or driveway crossing / layback means the formal vehicle platform between the kerb line and the boundary of the lot burdened.

“dual occupancy” means a dual occupancy (attached) or a dual occupancy (detached).

“dual occupancy (attached)” means 2 dwellings on one lot of land that are attached to each other but does not include a secondary dwelling.

“dual occupancy (detached)” means 2 detached dwellings on one lot of land but does not include a secondary dwelling.

“dwelling” means a room or suite of rooms occupied or used or so constructed or adapted as to be capable of being occupied or used as a separate domicile.

“dwelling house” means a building containing only one dwelling.

“lot burdened” means any lot burdened by a restriction on the use of land or an easement created by the plan and includes:

- (a) each and every part of a lot burdened; and
- (b) each and every lot created pursuant to each and every subdivision of the lot burdened or any part thereof.

“outbuilding” means any of the following:

- (a) balcony, deck, patio, pergola, terrace, verandah that is detached from a dwelling house;
- (b) cabana, cubby house, fernery, garden shed, gazebo or greenhouse;
- (c) carport that is detached from a dwelling house;



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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

ePlan
(Sheet 7 of 10)

Plan: **DP1260317**

Plan of Subdivision of Lot 2 in Deposited Plan 1243584 covered by Subdivision Certificate no. *SC016/2020* and dated *12 November 2019*



- (d) farm building;
- (e) garage that is detached from a dwelling house;
- (f) rainwater tank (above ground) that is detached from a dwelling house;
- (g) shade structure that is detached from a dwelling house; or
- (h) shed.

“**plan**” means the plan of subdivision to which this instrument relates.

“**proprietor**” means the registered proprietor from time to time of the lot burdened (including those claiming under or through the registered proprietor).

“**residential building**” means a building or place used predominantly as a place of residence, and includes any of the following: attached dwellings; boarding houses; dual occupancies; dwelling houses; group homes; hostels; multi dwelling housing; residential flat buildings; rural workers’ dwellings; secondary dwellings; semi-detached dwellings; seniors housing; shop top housing, but does not include tourist and visitor accommodation or caravan parks.

“**secondary dwelling**” means a self-contained dwelling that: is established in conjunction with another dwelling (the principal dwelling), and is on the same lot of land as the principal dwelling, and is located within, or is attached to, or is separate from, the principal dwelling.

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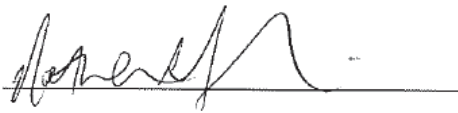
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

ePlan
(Sheet 8 of 10)

Plan: **DP1260317**

Plan of Subdivision of Lot 2 in Deposited Plan 1243584 covered by Subdivision Certificate no. *SC016/2020* and dated *12 November 2019*

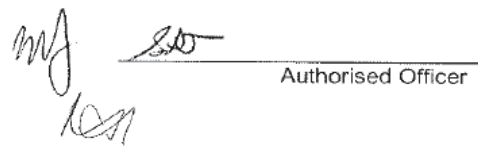
EXECUTED on behalf of Caerleon Mudgee)
Pty Limited ACN 154 227 219)
on the *14th* day of *November* 2019)
by the authorized persons whose)
signatures appear below pursuant to)
Section 127(1) of the Corporations Act 2001)



Signature
Name: NATHAN DAVIS
Position Held: DIRECTOR



Signature
Name: Melanie Hedges
Position Held: DIRECTOR/SECRETARY


Authorised Officer

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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

ePlan
(Sheet 9 of 10)

Plan: **DP1260317**

Plan of Subdivision of Lot 2 in Deposited Plan 1243584 covered by Subdivision Certificate no. *SCC16/2020* and dated *12 November 2019*

Executed by **MID-WESTERN REGIONAL COUNCIL**
by its Authorised Delegate pursuant to S.377 of the Local Government Act 1993 in the presence of:

Robson.
Signature of Witness

Simon Jones
Signature of Authorised Delegate

Kayla Robson
Print Name of Witness

SIMON JONES
Name and Authorised Delegate

86 Market Street
Mudgee
Address of Witness

[Handwritten initials]

857
Authorised Officer

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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

ePlan
(Sheet 10 of 10)

Plan: **DP1260317**

Plan of Subdivision of Lot 2 in Deposited Plan 1243584 covered by Subdivision Certificate no. SC016/2020 and dated 12 November 2019

EXECUTED BY ESSENTIAL ENERGY
by its duly appointed attorney under power of attorney Book 4745 No. 85
in the presence of:


Signature of witness


Signature of attorney

Melinda White
Name of witness

Martin English
Head of Legal
Name and title of attorney

8 Baker Street
Port Macquarie
Full address of witness

REGISTERED  20.1.2020


Authorised Officer

Annexure 3
Planning Certificate



MID-WESTERN REGIONAL COUNCIL
PO Box 156, MUDGEES NSW 2850
86 Market Street, Mudgee | 109 Herbert Street, Gulgong | 77 Louee Street, Rylstone
T 1300 765 002 or 02 6378 2850 | F 02 6378 2815
E council@midwestern.nsw.gov.au

Planning Certificate

Under Section 10.7 of the Environmental Planning and Assessment Act 1979

APPLICANT:

Infotrack
GPO Box 4029
SYDNEY NSW 2001

PROPERTY DETAILS

Certificate Number	PC1165/2024		
Applicant Reference	41044746	Receipt No	PLANCERT3226
Property No	27530	Issue Date	19 June 2024
Property address	Caerleon Sewer Pumping Station 37 Enfield Avenue CAERLEON NSW 2850		
Property description	Lot 1238 DP 1302496		

In accordance with Section 10.7(2) of the Environmental Planning and Assessment Act 1979, it is certified that at the date of this certificate the following prescribed matters relate to the land:

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPS

The following Local Environment Plan applies to the land:

Mid-Western Regional Local Environmental Plan 2012

The following State Environmental Planning Policies apply to the land:

State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy No. 65 - Design Quality of Residential Apartment Development
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Precincts—Regional) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021

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The following Development Control Plan applies to the land:

Mid-Western Regional Development Control Plan 2013

The following Proposed Planning Instruments apply to the land:

Council is **not** aware of any proposed environmental planning instruments, or draft development control plans that will apply to the carrying out of development on the land.

2. ZONING AND LAND USE UNDER RELEVANT LEPS

Currently the land is zoned:

RE1 Public Recreation

Land use zoning table:

Zone RE1 Public Recreation

2 Permitted without consent

Environmental protection works; Roads; Water reticulation systems.

3 Permitted with consent

Aquaculture; Boat launching ramps; Boat sheds; Camping grounds; Charter and tourism boating facilities; Community facilities; Environmental facilities; Flood mitigation works; Helipads; Information and education facilities; Kiosks; Markets; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Research stations; Restaurants or cafes; Sewerage systems; Signage; Water recreation structures.

4 Prohibited

Any development not specified in item 2 or 3.

Minimum lot size:

Dwelling Houses - All Other Zones

Mid-Western Regional Local Environmental Plan 2012 does not specify a minimum lot size for the erection of a dwelling in this zone. Approval must be obtained either through the Development Application or Complying Development Certificate process prior to the erection of a dwelling on this land.

Area of outstanding biodiversity:

The land is **not** in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

Heritage:

Land Not Within Conservation Area

The land the subject of this Certificate is **not** within a Heritage Conservation Area as identified in the Mid-Western Regional LEP 2012.

PLANNING CERTIFICATE | MID-WESTERN REGIONAL COUNCIL

Not an Item of Environmental Heritage

The land the subject of this certificate is **not** identified in Schedule 5 of the Mid-Western Regional LEP 2012 as an item of Environmental Heritage.

3. CONTRIBUTION PLANS

The following Contributions Plan applies to the land:

Mid-Western Regional Contributions Plan 2019

4. COMPLYING DEVELOPMENT

The following information only addresses 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 (1)(c) - (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is not a statement that complying development is permissible on the land.

SEPP (Exempt & Complying Development Codes) 2008

Complying Development may not be carried out on this land under the State Environmental Planning Policy SEPP (Exempt and Complying Development Codes) 2008.

The land is excluded land for the following reason;

- *Land that is reserved for a public purpose in an environmental planning instrument,*

If only a part of a lot is land to which this clause applies, complying development must not be carried out on any part of that lot.

5. EXEMPT DEVELOPMENT

The following information only addresses whether or not the land is land on which exempt development may be carried out under each of the codes for exempt development because of the provisions of clauses 1.16(1)(b1)-(d) or 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is not a statement that exempt development is permissible on the land.

General Exempt Development Code

Yes, under the General Exempt Development Code exempt development may be carried out on the land.

Advertising and Signage Exempt Development Code

Yes, under the Advertising and Signage Exempt Development Code exempt development may be carried out on the land.

PLANNING CERTIFICATE | MID-WESTERN REGIONAL COUNCIL

Temporary Uses and Structures Exempt Development Code

Yes, under the Temporary Uses and Structures Exempt Development Code exempt development may be carried out on the land.

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

Council is **not** aware of any affected building notice that is in force in respect of the land.

Council is **not** aware of any building product rectification order that is in force in respect of the land and has not been fully complied with, and

Council is **not** aware of any notice of intention to make a building product rectification order that has been given in respect of the land and is outstanding.

7. LAND RESERVED FOR ACQUISITION

No part of the land has been identified for acquisition by an authority of the State under an environmental planning instrument, or proposed environmental planning instrument.

8. ROAD WIDENING AND ROAD REALIGNMENT

The Land is Not Subject to Road Widening

Council's records indicate that the land the subject of this Certificate is **not** affected by any road widening or road re-alignment under:

- 1) Part 3 Division 2 of the Roads Act, 1993;
- 2) Any Environmental Planning Instrument
- 3) Any resolution of Council.

9. FLOOD RELATED DEVELOPMENT CONTROLS

Flood related development controls

The subject land, or part of the subject land, is below the Probable Maximum Flood (PMF), as identified in the Mid-Western Regional Council - Mudgee Flood Study, February 2021, and may be subject to flood related development controls.

PLANNING CERTIFICATE | MID-WESTERN REGIONAL COUNCIL

10. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Council has **not** by resolution or been notified by any public authority that they have adopted a policy to restrict development of the subject land because of the likelihood of landslip, bushfire, subsidence, acid sulphate soils or any other risk from hazards.

11. BUSH FIRE PRONE LAND

The subject land is **not** bush fire prone land.

12. LOOSE-FILL ASBESTOS INSULATION

The land does **not** include any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, by NSW Fair Trading.

13. MINE SUBSIDENCE

The land is **not** within a Mine Subsidence District declared under section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

14. PAPER SUBDIVISION INFORMATION

Council has **not** received notice of any development plan adopted by a relevant authority regarding paper subdivisions that apply to the land.

15. PROPERTY VEGETATION PLANS

Council has **not** been notified that the land is the subject of a Property Vegetation Plan (PVP) under Part 4 of the *Native Vegetation Act 2003* (and continues in force).

16. BIODIVERSITY STEWARDSHIP SITES

Council has **not** been notified that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*.

PLANNING CERTIFICATE | MID-WESTERN REGIONAL COUNCIL

17. BIODIVERSITY CERTIFIED LAND

Council has **not** been notified that the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.

18. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

Council has **not** received notification of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

19. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 - COASTAL PROTECTION SERVICES

Not applicable to Mid-Western Regional Council Local Government Area.

20. WESTERN SYDNEY AEROTROPOLIS

Not applicable to Mid-Western Regional Council Local Government Area.

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

Council is **not** aware of any conditions of a development consent granted after 11 October 2007, that applies to the land, that are of a kind set out under *State Environmental Planning Policy (Housing) 2021*, section 88(2).

22. SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING

Council is **not** aware of a current site compatibility certificate issued under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*, that applies to development on the land.

Council is **not** aware of any conditions of a development consent granted, under *State Environmental Planning Policy (Affordable Rental Housing) 2009*, or of a kind set out under *State Environmental Planning Policy (Housing) 2021*, that apply to the land.

PLANNING CERTIFICATE | MID-WESTERN REGIONAL COUNCIL

23. IF WATER OR SEWERAGE SERVICES ARE, OR ARE TO BE, PROVIDED TO THE LAND UNDER THE WATER INDUSTRY COMPETITION ACT 2006

Water or sewerage services are not, or are not proposed to be provided to the land under the *Water Industry Competition Act 2006*.

Interested persons should view the *Independent Pricing and Regulatory Tribunal (IPART)* current licenses register, available on their website.

MATTERS PRESCRIBED BY THE CONTAMINATED LAND MANAGEMENT ACT 1997

Council has **not** received notice under the *Contaminated Land Management Act 1997*:

- (a) that the land is significantly contaminated land within the meaning of that Act
- (b) that the land is subject to a management order within the meaning of that Act
- (c) that the land is the subject of an approved voluntary management proposal within the meaning of that Act
- (d) that the land is subject to an ongoing maintenance order within the meaning of that Act
- (e) that the land is the subject of a site audit statement within the meaning of that Act.

Additional information pursuant to 10.7 (5)

As at the date of this certificate, the following additional information, provided in good faith pursuant to section 10.7 (5) of the Act, relate to the abovementioned land. Council has selected these matters as those most likely to be of concern but they do not comprise an exhaustive list of matters likely to affect the land.

When information pursuant to section 10.7 (5) is requested, the Council is under no obligation to furnish any of the information supplied herein pursuant to that section. Council draws your attention to section 10.7 (6) which states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter referred to in this certificate.

A. DEVELOPMENT CONSENTS

Council's records indicate that Development Consent with respect to the land the subject of this certificate has **not** been granted within the last five years

B. ABORIGINAL HERITAGE

All development within the Local Government Area is subject to the Aboriginal Heritage requirements of the National Parks and Wildlife Act 1974. To determine if an Aboriginal Site affects your property, it is recommended that an Aboriginal Heritage Information Management System (AHIMS) search be undertaken by contacting the AHIMS Administrator on (02) 9995 5000.

PLANNING CERTIFICATE | MID-WESTERN REGIONAL COUNCIL

C. LOOSE-FILL ASBESTOS

Council recommends you make your own enquiries as to the age of the buildings on the land (if any) to which this certificate relates and, if it contains a building constructed prior to 1980, the Council also strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

Contact NSW Fair Trading for further information.

D. BUSHFIRE

In accordance with State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 Clause 1.19A any complying development (except under the Housing Alteration Code) may only be carried out on the lot if the development will not be carried out on any part of the lot that in the bush fire attack level-40 (BAL- 40) or flame zone (BAL-FZ). In addition, for development specified for the Rural Housing Code any associated access way to the development must be on land that is not in the BAL- 40 or BAL-FZ.

E. OTHER INFORMATION

Tree Preservation Order

The land the subject of this Certificate may be affected by a Tree Preservation Order. An application is required from Council for removal of trees that are listed on Council's significant tree register.

For further information, please contact Council's Planning Department.

S B Lewinski

Signatory

Annexure 4
Sewer Service Diagram and Sewer Reference Sheet



MID-WESTERN REGIONAL COUNCIL
PO Box 156, MUDGEES NSW 2850
86 Market Street, Mudgee | 109 Herbert Street, Gulong | 77 Louee Street, Rylstone
T 1300 765 002 or 02 6378 2850 | F 02 6378 2815
E council@midwestern.nsw.gov.au

DRAINAGE DIAGRAM

OUR REF: 27530
YOUR REF: 41044746
APPLICANT: Infotrack

DIAGRAM NO: DD0738/2024

PROPERTY: Caerleon Sewer Pumping Station 37 Enfield Avenue CAERLEON NSW 2850
BEING: Lot 1238 DP 1302496



Legend

- Sewer (exact location)
- Sewer (indicative location)
- Water
- Parks & Gardens Irrigation, not accessible (if shown)

In good faith we have produced this diagram in the ordinary course of administration. Our records indicate the sewer lines to be the located as above in relation to this property. Note the sewer legend explains if this diagram is an indicative or exact location point.

NOT DRAWN TO SCALE

Receipt No. DDCERT1944

M Todd Customer Service Officer

Date: 18/06/2024

Disclaimer: Council accepts no responsibility for any errors or omissions and shall not be liable for any loss or damage associated directly or indirectly through the use of or reliance on, the information contained on the diagram. Persons excavating must exercise care and will be held responsible for any damage to Council's infrastructure. Only licensed plumbers are permitted to carry out any plumbing and drainage work. The diagram must not be taken to infer approval.

***Annexure 5
Standard Requisitions and Standard Replies***

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?
- Capacity**
25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

- Requisitions and transfer**
26. If not attached to the Contract and the transaction is not an *excluded transaction*, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
 27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
 28. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
 29. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
 30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
 31. The purchaser reserves the right to make further requisitions prior to completion.
 32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

REPLIES TO REQUISITIONS ON TITLE

Possession and Tenancies

1. The property is vacant land.
2. No.
3. Not applicable.
4. Not applicable.
5. Not applicable.

Title

6. Noted, subject to the contract
7. Noted, subject to the contract.
8. Not so far as vendor is aware.
9. Not applicable.
10. Not applicable.

Adjustments

11. Noted, subject to the contract.
12. Yes. Copy of Section 47 Certificate is attached to the contract.
13. Noted.

Survey and Building

14. The vendor relies on the contract and the purchaser should rely on their own enquiries.
15. No.
16. (a) Yes so far as vendor is aware. However, purchaser should rely on own enquiries.
(b-e) Not applicable
17. Vendor relies on the Contract and the purchaser should rely on own enquiries.
18. (a-f) Not applicable.
19. (a-e) Not applicable

Affectations, Notices and Claims

20. The vendor relies on the contract.
21. (a-c) Not so far as the vendor is aware. However, purchaser should rely on own enquiries.
22. (a-f) No, other than disclosed in the Contract. However, the purchaser should rely on their own enquiries.
23. (a-c) The vendor relies on the contract and purchaser should rely on own enquiries.
24. Not, not so far as the vendor is aware. However, the vendor relies on the contract and purchaser should make their own enquiries.

Capacity

25. Not applicable.

Requisitions and transfer

26. Noted.
27. These details are already contained in the contract.
28. Not applicable.
29. Not applicable.
30. Vendor relies on the Contract.
31. This alleged right is not admitted.
32. Not agreed.

**Annexure 6
Land Tax Certificate**



Revenue

Enquiry ID 4133660
Agent ID 81429403
Issue Date 11 Jun 2024
Correspondence ID 1786924108
Your reference 41044746

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D1302496/1238	ENFIELD AVE CAERLEON 2850	NOT AVAILABLE	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2024 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston
Chief Commissioner of State Revenue

Important information**Who is protected by a clearance certificate?**

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details

Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.



*Good
Government*

AGENCY
INFORMATION
GUIDE

SEPTEMBER 2023/AUGUST 2024

Prepared in accordance with provisions of Section 20 of the Government Information (Public Access) Act 2009.

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Preface

This Agency Information Guide has been produced by Mid-Western Regional Council in accordance with s.20 of the *Government Information (Public Access) Act 2009 (GIPA Act)*. The guide is to be reviewed annually.

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The purpose of the document is to provide members of the community, Council staff, and the public with information concerning:

- The structure and functions of Mid-Western Regional Council;
- The way in which the functions of Mid-Western Regional Council affect members of the public;
- The means by which members of the public can participate in policy development and the exercise of Council's functions;
- The type of information that is available from Mid-Western Regional Council and how this information is made available.

The Agency Information Guide is available on Council's website <http://www.midwestern.nsw.gov.au/>;

BRAD CAM
GENERAL MANAGER



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1. Structure and functions of Council

1.1 Introduction

Mid-Western Regional Council is constituted under the Local Government Act 1993 and was proclaimed on 26 May 2004. The Council is an undivided area, with nine (9) Councillors elected each 4 year term. The next Council elections will be held in September 2024. The Mayor is elected every two years by the Councillors from among their numbers.

1.2 Role of the Governing Body

1.2 The role of the Councillors, as members of the body corporate are:

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- to direct and control the affairs of the Council in accordance with the Local Government Act 1993 (the Act)
- to provide effective civic leadership to the local community
- to ensure as far as possible the financial sustainability of the Council
- to ensure as far as possible that the Council acts in accordance with the principles set out in Chapter 3 of the Act and the plans, programs, strategies and policies of the Council
- to develop and endorse the community strategic plan, delivery program and other strategic plans, programs, strategies and policies of Council
- to determine and adopt a rating and revenue policy and operational plans that support the optimal allocation of council resources to implement the strategic plans (including the community strategic plan) of Council and for the benefit of the local area
- to keep under review the performance of Council, including service delivery
- to make decisions necessary for the proper exercising of Council's regulatory functions
- to determine the process for appointment of the General Manger by Council and to monitor the General Manager's performance
- to determine the senior staff positions within the organisation structure of the Council
- to consult regularly with community organisations and key stakeholders and keep them informed of the Council's decisions and activities
- to be responsible for ensuring that the Council acts honestly, efficiently and appropriately, and
- ~~the governing body is~~ to consult with the General Manager in directing and controlling the Council

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1.3 Role of a Councillor

The role of a Councillor is as follows:

- to be an active and contributing member of the governing body'
- to make considered and well informed decisions as a member of the governing body
- to participate in the development of the integrated planning and reporting framework
- to represent the collective interests of residents, ratepayers and the local community
- to facilitate communication between the local community and the governing body
- to uphold and represent accurately the policies and decisions of the governing body
- to make all reasonable efforts to acquire and maintain the skills necessary to perform the role of a Councillor, and
- a Councillor is accountable to be accountable to the local community for the performance of the Council

1.4 Role of the Mayor

The role of the Mayor is as follows:

- to be the leader of the Council and a leader in the local community
- to advance community cohesion and promote civic awareness
- to be the principal member and spokesperson of the governing body, including representing the views of the Council as to its local priorities
- to exercise, in cases of necessity, the policy-making functions of the governing body of the Council between meetings of the Council
- to preside at meetings of the Council
- to ensure that meetings of the Council are conducted efficiently, effectively and in accordance with the Act
- to ensure the timely development and adoption of the strategic plans, programs and policies of the Council
- to promote the effective and consistent implementation of the strategic plans, programs and policies of the Council
- to promote partnerships between the Council and key stakeholders,
- to advise, consult with and provide strategic direction to the General Manager in relation to the implementation of the strategic plans and policies of the Council,
- in conjunction with the General Manager, to ensure adequate opportunities and mechanisms for engagement between the council and the local community
- to carry out the civic and ceremonial functions of the Mayoral office
- to represent the Council on regional organisations and at inter-Governmental forums at regional, State and Commonwealth level
- in consultation with the Councillors, to lead performance appraisals of the General Manager, and
- to exercise any other functions of the Council that the Council determines

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4.5 Role of the General Manager

1.5 ~~The General Manager of a Council has the following functions:~~

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- to conduct the day-to-day management of the Council in accordance with the strategic plans, programs, strategies and policies of the Council
- to implement, without undue delay, lawful decisions of the Council
- to advise the Mayor and the governing body on the development and implementation of the strategic plans, programs, strategies and policies of the Council
- to advise the Mayor and the governing body on the appropriate form of community consultation on the strategic plans, programs, strategies and policies of the Council and other matters related to the Council
- to prepare, in consultation with the Mayor and the governing body, the Council's community strategic plan, community engagement strategy, resourcing strategy, delivery program, operational plan and annual report
- to ensure that the Mayor and other Councillors are given timely information and advice and the administrative and professional support necessary to effectively discharge their functions
- to exercise any of the functions of the Council that are delegated by the Council to the General Manager
- to appoint staff in accordance with the organisation structure determined under this chapter and the resources approved by the Council
- to direct and dismiss staff
- to implement the Council's workforce management strategy
- any other functions that are conferred or imposed on the General Manager by or under this or any other act

1.6 Senior staff

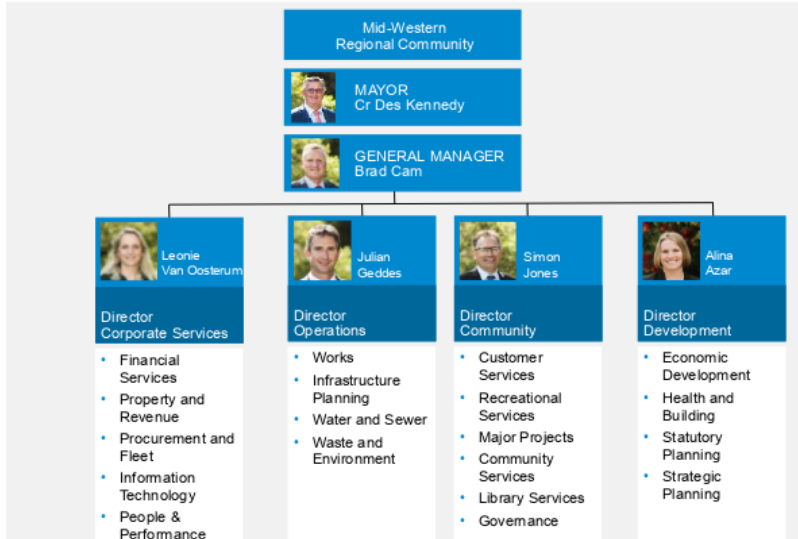
To assist the General Manager in the exercising of these functions, the General Manager in consultation with the Council has established four Directorates:

- Community
- Operations
- Development
- Corporate Services

Each Directorate is headed by a Director reporting to the General Manager. These positions and the General Manager are referred to as Council's senior staff.

The Council's Executive Team consists of the General Manager and the four directors.

1.7 Organisational structure



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1.8 Council functions

Council has functions conferred or imposed on it by the Local Government Act, 1993 (the LGA).
 These functions are:

As a service organisation, the majority of the activities of Mid-Western Regional Council have an impact on the public. The following is an outline of how the broad functions of Council affect the public.

FUNCTION	DESCRIPTION
Service	Service functions affect the public as Council provides services and facilities to the public. These include: <ul style="list-style-type: none"> ■ provision of human servicesCommunity services such as Meals on Wheels, Community Transport and Family Day Care services ■ and Libraries ■ Halls and community centres ■ Recreation facilities such as parks, sporting fields and swimming pools ■ Infrastructure such as water and sewer and the removal of waste and recyclable materials. ■ Environmental protection ■ Land and Property

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FUNCTION	DESCRIPTION
	<ul style="list-style-type: none"> ■ Industry and tourism development and assistance ■ Civil Infrastructure ■ Planning maintenance and construction
Regulatory	<p>Regulatory functions place restrictions on <u>activities</u>, developments and buildings to ensure that they meet certain requirements affecting the amenity of the community and do not endanger the lives and safety of any persons. Members of the public must be aware of, and comply with, such regulations. These include:</p> <ul style="list-style-type: none"> ■ Approvals such as Business Use of Footpath, Liquid Trade Waste, Section 68 applications ■ Orders such as improvement notices for food businesses, environment protection notices, swimming pool compliance ■ Appeals
Ancillary	<p>Ancillary functions affect only some members of the public. These functions include, for example</p> <ul style="list-style-type: none"> ■ the resumption of land ■ or the power for Council to enter onto a person's land. In these circumstances, only the owner of the property would be affected.
Revenue	<p>Revenue functions affect the public directly, in that revenue from rates and other charges paid by the public, is used to fund services and facilities provided to the community. Ways that Council may obtain income include:</p> <ul style="list-style-type: none"> ■ Rates ■ Fees and charges ■ Borrowings ■ Grants ■ Investments
Administrative	<p>Administrative functions do not necessarily affect the public directly, but directly but have an indirect impact on the community through the efficiency and effectiveness of the service provided. This may include:</p> <ul style="list-style-type: none"> ■ Employment of staff ■ Community strategic and management plans ■ Financial reporting ■ Annual reports
Enforcement	<p>Enforcement functions only affect those members of the public who are in breach of certain legislation. Council has enforcement powers in relation to the following functions:</p> <ul style="list-style-type: none"> ■ Proceedings for breaches of the Local Government Act and Regulations and other Acts and Regulations ■ Prosecution of offences ■ Recovery of rates and charges ■ Development and building control ■ Pollution control ■ Water, sewer and septic systems ■ Biodiversity conservation ■ Biosecurity weeds ■ Environmental health ■ Public health and safety

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FUNCTION	DESCRIPTION
	<ul style="list-style-type: none"> ■ Companion animals ■ Fire safety ■ Food safety
Community planning and development	<p>Community planning and development functions affect areas such as cultural development, social planning and community profile and involves:</p> <ul style="list-style-type: none"> ■ <u>Advocating and planning for the needs of our community. This includes initiating partnerships; participating on regional, State or Commonwealth working parties; and preparation and implementation of the Community Plan.</u> ■ <u>Providing support to community and sporting organisations through provision of grants, training and information.</u> <p><u>Facilitating opportunities for people to participate in the life of the community through the conduct of a range of community events such as NAIDOC Week, Youth Week, Children's Week, as well as promoting other events</u></p>

Service	Regulatory	Ancillary	Revenue	Administrative	Enforcement
<ul style="list-style-type: none"> • Provision of community – health, recreation, education & information services • Environmental protection • Waste removal & disposal • Land & property, industry & tourism development & assistance • Civil - Infrastructure • Planning Maintenance & Construction 	<ul style="list-style-type: none"> • Approvals • Orders • Building Certificates • Appeals 	<ul style="list-style-type: none"> • Resumption of land • Powers of entry and inspection 	<ul style="list-style-type: none"> • Rates • Charges • Fees • Borrowings • Investments • Grants 	<ul style="list-style-type: none"> • Employment of staff • Community Strategic and Management plans • Financial reporting • Annual reports 	<ul style="list-style-type: none"> • Proceedings for breaches of the Local Government Act & Regulations and other Acts & Regulations • Prosecution of offences • Recovery of rates and charges

As well as the Local Government Act 1993 (LGA), Council has powers under other Acts and Regulations including:

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A to C	<ul style="list-style-type: none"> Boarding Houses Act 2012 Biodiversity Conservation Act 2016 Biosecurity Act 2015 Building and Development Centres Act 2018 Children (Protection and Parental responsibility) Act 1997 	<ul style="list-style-type: none"> Commons Management Act 1989 Community Land Development Act 2021 Community Land Management Act 2021 Companion Animals Act 1998 Companion Animals Regulation 2018 	<ul style="list-style-type: none"> Contaminated Land Management Act 1997 Cemeteries and Crematoria Act 2013 Conveyancing Act 1919 Crown Land Management Act 2016 Crown Land Management Regulation 2018
C to G	<ul style="list-style-type: none"> Dams Safety Act 2015 Electricity Infrastructure Investment Act 2020 Electricity Supply Act 1995 Environmental Planning and Assessment Act 1979 	<ul style="list-style-type: none"> Environmental Planning and Assessment Regulation 2021 Fines Act 1996 Fire and Rescue NSW Act 1989 Fluvialation of Public Water Supplies Act 1957 Food Act 2003 	<ul style="list-style-type: none"> Game and Feral Animal Control Act 2002 Geographical Names Act 1966 Government Information (Public Access) Act 2009 Government Information (Public Access) Regulation 2018 Graffiti Control Act 2008
H to L	<ul style="list-style-type: none"> Heritage Act 1977 Holiday Parks (Long-term Casual Occupation) Act 2002 Housing Act 2001 Inclosed Lands Protection Act 1901 Independent Pricing and Regulatory Tribunal Act 1992 	<ul style="list-style-type: none"> Land Acquisition (Just Terms Compensation) Act 1991 Land and Environment Court Act 1979 Library Act 1999 Library Regulation 2018 Liquor Act 2007 and Liquor Regulation 2018 	<ul style="list-style-type: none"> Local Government (Manufactured Home Estates, Caravan Parks, Camping Grounds and Moveable Dwellings) Regulation 2021 Local Government and Other Authorities (Superannuation) Act 1927
L to R	<ul style="list-style-type: none"> Local Land Services Act 2013 Major Events Act 2009 Mining Act 1992 Motor Vehicle Sports (Public safety) Act 1985 Ombudsman Act 1974 Pesticides Act 1999 Pipelines Act 1967 	<ul style="list-style-type: none"> Privacy & Personal Information Protection Act 1998 Protection of the Environment Operations Act 1997 Protection of the Environment Operations (Waste) Regulation 2014 Public Health Act 2010 Public Health Regulation 2022 	<ul style="list-style-type: none"> Public Interest Disclosures Act 2022 Public Spaces (Unattended Property) Act 2021 Public Works and Procurement Act 1912 Real Property Act 1900 Recreation Vehicles Act 1983 Restricted Premises Act 1943
R to W	<ul style="list-style-type: none"> Roads Act 1993 Road Transport (General) Regulation 2021 Road Transport Act 2013 Rural Fires Act 1997 Rural Fires Regulation 2022 Service NSW (One-stop Access to Government Services) Act 2013 State Emergency & Rescue Management Act 1989 State Emergency Service Act 1989 	<ul style="list-style-type: none"> State Records Act 1998 State Schemes Development Act 2015 State Schemes Development Regulation 2016 State Schemes Management Act 2015 Surveying and Spatial Information Act 2002 Swimming Pools Act 1992 Swimming Pools Regulation 2018 	<ul style="list-style-type: none"> Tattoo Industry Act 2012 Transport Administration Act 1988 Trees (Disputes Between Neighbours) Act 2006 Unclaimed Money Act 1995 Valuation of Land Act 1916 Water Management Act 2000 Wilderness Act 1987 Work Health Safety Act 2011 Workers Compensation Regulation 2016

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2. Impact of Council functions on the public

As a service organisation, the majority of the activities of Mid-Western Regional Council have an impact on the public. The following is an outline of how the broad functions of Council affect the public.

FUNCTION	DESCRIPTION
Service	Service functions affect the public as Council provides services and facilities to the public. These include provision of human services such as Meals on Wheels, Family Day Care services and libraries, halls and community centres, recreation facilities, infrastructure and the removal of waste and recyclable materials.
Regulatory	Regulatory functions place restrictions on developments and buildings to ensure that they meet certain requirements affecting the amenity of the community and do not endanger the lives and safety of any persons. Members of the public must be aware of, and comply with, such regulations.
Ancillary	Ancillary functions affect only some members of the public. These functions include, for example, the resumption of land or the power for Council to enter onto a person's land. In these circumstances, only the owner of the property would be affected.
Revenue	Revenue functions affect the public directly, in that revenue from rates and other charges paid by the public, is used to fund services and facilities provided to the community.
Administrative	Administrative functions do not necessarily affect the public directly, but have an indirect impact on the community through the efficiency and effectiveness of the service provided.
Enforcement	<p>Enforcement functions only affect those members of the public who are in breach of certain legislation. Council has enforcement powers in relation to the following functions:</p> <ul style="list-style-type: none"> ■ Development and building control ■ Pollution control ■ Water, sewer and septic systems ■ Biodiversity conservation ■ Biosecurity weeds ■ Environmental health ■ Public health and safety ■ Companion animals ■ Fire safety ■ Food safety
Community planning and development	<p>Community planning and development functions affect areas such as cultural development, social planning and community profile and involves:</p> <ul style="list-style-type: none"> ■ Advocating and planning for the needs of our community. This includes initiating partnerships; participating on regional, State or Commonwealth working parties; and preparation and implementation of the Community Plan. ■ Providing support to community and sporting organisations through provision of grants, training and information. <p>Facilitating opportunities for people to participate in the life of the community through the conduct of a range of community events such as NAIDOC Week, Youth Week, Children's Week, as well as promoting other events</p>

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3.2 Public participation in Local Government

Mid-Western Regional Council supports the principles of open Government and encourages community involvement in policy development and general activities of Council.

Council live streams its monthly meetings, which can be viewed online here:

<http://webcast.midwestern.nsw.gov.au/>

There are two broad ways in which the public may participate in policy development and the general activities of the Council. These are through representation and personal participation.

3.12.1 Representation

Councils in New South Wales are elected every four years. The next ~~elections-local government elections~~ are to be held in September 2024.

At each election, voters elect nine Councillors for a four year term. All residents of the area who are on the electoral roll are eligible to vote. Property owners who live outside of the area and rate paying lessees can also vote, but must register their intention to vote on the non-residential roll.

Voting is compulsory.

~~The first meeting of the new Council will take place on 9 October 2024.~~

~~Councillors elected in December 2024~~

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 <p>MAYOR Des Kennedy</p> <p>c/- Mid-Western Regional Council PO Box 156 Mudgee NSW 2850 02 6378 2850 councillor.kennedy@midwestern.nsw.gov.au</p>	 <p>DEPUTY MAYOR Sam Paine</p> <p>c/- Mid-Western Regional Council PO Box 156 Mudgee NSW 2850 0407 225 285 councillor.paine@midwestern.nsw.gov.au</p>	 <p>COUNCILLOR Paul Cavalier</p> <p>PO Box 1213 Mudgee NSW 2850 0403 995 533 councillor.cavalier@midwestern.nsw.gov.au</p>
 <p>COUNCILLOR Katie Dicker</p> <p>c/- Mid-Western Regional Council PO Box 156 Mudgee NSW 2850 0407 234 849 councillor.dicker@midwestern.nsw.gov.au</p>	 <p>COUNCILLOR Alex Karavas</p> <p>34 Spring Road Mudgee NSW 2850 0428 670 905 councillor.karavas@midwestern.nsw.gov.au</p>	 <p>COUNCILLOR Robbie Palmer</p> <p>c/- Mid-Western Regional Council PO Box 156 Mudgee NSW 2850 0407 246 381 councillor.palmer@midwestern.nsw.gov.au</p>
 <p>COUNCILLOR Peter Shelley</p> <p>c/- Rylstone Newsagency 78 Louee Street Rylstone NSW 2849 0403 156 405 councillor.shelley@midwestern.nsw.gov.au</p>	 <p>COUNCILLOR Phil Stoddart</p> <p>c/- Mid-Western Regional Council PO Box 156 Mudgee NSW 2850 0407 208 730 councillor.stoddart@midwestern.nsw.gov.au</p>	 <p>COUNCILLOR Percy Thompson</p> <p>'Morningson' 325 Mebul Road Mebul NSW 2852 0428 740 226 councillor.thompson@midwestern.nsw.gov.au</p>

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3.22.2 Personal Public participation

Councillors

Residents are able to raise issues with, and make representations to the elected Councillors. The Councillors, if they agree with the issue or representation, may pursue the matter on the resident's behalf. It is the role of Councillors to represent the collective interests of residents, ratepayers and the local community.

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Public Exhibition

Council encourages residents to make submissions when development applications and local policy is placed on exhibition. These exhibitions are advertised in local newspapers and on display at Council's three administration centres Customer Service Centres in, Rylstone, Mudgee and Gulgong. They can also be accessed online using the link below;
<https://www.midwestern.nsw.gov.au/Council/Documents-on-exhibition>

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Council Meeting

Members of the public are able to attend Council meetings held on the third Wednesday of each month – except for January, when there are no meetings. Meetings are conducted in the Council Chambers, Administration Building, 86 Market Street, Mudgee.

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Prior to meetings Council conducts a Public Forum which is an opportunity for persons to address Council on ~~subjects that are matters of business for that meeting of the Council~~ any issue of relevance to Council.

Community Committees

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Community committees are established in order to increase the representation and participation of residents in Council's service and policy development and decision-making processes.

Committees provide opportunity for community members to provide feedback and assist with issues that are impacting their communities. Council ~~also~~ has the following Community committees comprising and including members of the public:

- Mudgee Showground Management Committee
- Mudgee Sports ~~Council Sub-Committee~~ Advisory Group
- Gulgong Memorial Hall Committee
- Gulgong Sports ~~Council Sub-Committee~~ Advisory Group
- Rylstone & Kandos Sports ~~Sub-Committee~~ Advisory Group
- Mid-Western Regional Council Access Committee
- ~~Mid-Western Regional Youth Council~~
- ~~Red Hill Committee~~
- Botobolar Community Committee
- ~~Rail Committee~~
- ~~Mudgee District U3A Committee~~
- ~~Cultural Development Committee~~ Local Traffic Committee

Your Say

Council has a dedicated webpage called 'Your Say Mid-Western' where members of the public are encouraged to provide ideas and input into current Council projects and initiatives.

Council projects, plans and strategies are regularly posted on this page and provide information to the community, along with a timeline of their progress. The public are encouraged to make submissions.

Community Plan Proposals

Council encourages residents to submit proposals to be included in Council's budget annually. Members of the public can put forward proposals for new infrastructure, projects, activities and improvements throughout the region to be considered in the Operational Plan and is instrumental in guiding Council's decisions.

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4.3. Access to Government information

Mid-Western Regional Council is committed to the principle of open and transparent Government. To facilitate public access to Council information, Council has adopted an Access to Information Policy. The object of this policy is to inform the public that they have lawful rights to access Council information and to describe the procedures for gaining access.

Under the provisions of the Government Information (Public Access) Act 2009 there is a right of access to certain information held by Council, unless there is an overriding public interest against its disclosure.

There are four main ways under the GIPA Act in which Council may provide access to information:

1. Mandatory Proactive Release
2. Proactive Release
3. [Informal Release](#)
4. [Formal Access Application](#)

4.3.1 Government information held by Council

Council holds a wide range of information, in both hard copy and electronic forms in respect of the wide range of functions. That information is contained in:

- Files – either physical or electronic
- Strategies and plans
- Policy documents
- General documents
-

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4.3.2 Open access information

Schedule 1 of the GIPA Regulation prescribes information contained in certain records to be open access. The following open access information is available on Council's website:

- [the model code prescribed under section 440 \(1\) of the LGA and the code of conduct adopted under section 440 \(3\) of the LGA,](#)
- [code of meeting practice,](#)
- [annual report,](#)
- [annual financial reports,](#)
- [auditor's report,](#)
- [management plan,](#)
- [EEO management plan,](#)

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- [policy concerning the payment of expenses incurred by, and the provision of facilities to, councillors,](#)
- returns of the interests of [councillors](#) and [designated persons](#),
- [agendas and business papers for any meeting of the local authority or any committee of the local authority \(but not including business papers for matters considered when part of a meeting is closed to the public\),](#)
- [minutes of any meeting of the local authority or any committee of the local authority, but restricted \(in the case of any part of a meeting that is closed to the public\) to the resolutions and recommendations of the meeting,](#)
- [reports by the Chief Executive of the Office of Local Government presented at a meeting of the local authority in accordance with section 433 of the LGA,](#)
- [register of investments,](#)
- [register of delegations,](#)
- [register of current declarations of disclosures of political donations kept in accordance with section 328A of the LGA,](#)
- [the register of voting on planning matters kept in accordance with section 375A of the LGA.](#)

The following open access information is not currently available on Council's website but can be viewed in person:

- land register
- register of graffiti removal work kept in accordance with section 13 of the *Graffiti Control Act 2008*
- information about development applications
- approvals, orders and other documents

4.33.3 Council's strategies and plans

Council's strategies and plans are prescribed as open access information under the GIPA Regulation and are available from Council's website. The following link will guide you to these documents <http://www.midwestern.nsw.gov.au/council/council-documents/>

4.43.4 Council policy information

Council's policies are prescribed as open access information under the GIPA Regulation and are maintained in an internal policy register. Council Policies are available to view on Council's website at <https://www.midwestern.nsw.gov.au/Council/Policies-plans-and-reporting/Policies/Public-Interest-Disclosure-Policy>

4.53.5 Files – both physical and electronic

Prior to 1996, Council maintained a "hard copy" filing system, with material being held in physical, paper-based files. Archived hard copy files are maintained in storage, mainly consisting of development, building or construction information. ~~These records will not be~~ ~~Some of these records~~

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~~have been~~ transferred to electronic form ~~and will not be published to Council's website and,~~ ~~however~~ information from these files may be made available either by informal release or via an access application, unless there is an overriding public interest against disclosure of the information, in accordance with the provisions of the Government Information (Public Access) Act (GIPAA). ~~Files will continue to be transferred to electronic records periodically and can be done so on request. Council will continue to hold the original hard copy records.~~

4.6—Charges

3.6

Schedule 1 of the Government Information (Public Access) Regulation requires that prescribed open access Government information held by Council, is to be made publicly available for inspection, free of charge.

The public is entitled to inspect Government information either on Council's website (unless there is an unreasonable additional cost to Council to publish this Government information on the website) or at ~~the offices of the Council~~ ~~one of Council's Customer Service Centres~~ during ordinary office hours or at any other place as determined by Council.

~~Part 10 of the Local Government Act 1993 commencing at clause 607A provides for the Council~~ to charge and recover fees.

Where copies of information are requested, photocopying and printing charges apply as per the 'Administration Services' fees published on Council's website.

Requests for information not considered open access information may be subject to processing charges ~~of \$30 per hour~~ as published in Council's fees and charges under 'Information Requests'.

~~Information that is considered personal information~~ ~~A person who is applying for access to their own personal information, or applying on behalf of someone else for that person's personal information to the person that is requesting the information~~ will have any processing charges waived for the ~~for first~~ 20 hours. Any applicable photocopying and printing charges

may ~~still~~ be incurred ~~in addition to the processing fee~~.

Councils fees and charges can be viewed at [Council fees and charges Mid-Western Regional Council \(nsw.gov.au\) https://portal.lgsolutions.net.au/Fees/Public/Mid-Western%20Regional%20Council](https://portal.lgsolutions.net.au/Fees/Public/Mid-Western%20Regional%20Council)

Requests for information made under the GIPA Act are subject to statutory charges as per the legislation. A fee of \$30 is payable on application and counts toward the first 2 hours of processing time. Additional processing time is charged at \$30 per hour. ~~An applicant may be asked to pay an advanced deposit for up to 50% of the estimated processing charge.~~

Public registers

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Council maintains other registers which are required by law to be available for public inspection.

Where the public register contains personal or health information, Council is required to ensure that access by a member of the public is for a purpose consistent with the purpose for which the register exists. ~~The Local Government Code of Practice~~ ~~The Privacy Code of Practice for Local Government~~ issued under the Privacy and Personal Information Protection Act (PPIPA) permits Council to provide access to such registers by way of inspection on Council premises and for the copying of an entry or page in the register without regard to the purpose of the person who seeks access.

Council reserves the right to seek to satisfy itself about the purpose of access and to require a statutory declaration from the person seeking access that personal information will only be used for a specified lawful purpose.

Council maintains some registers which are not available for public inspection. Particular entries in these registers, for example from Council's Rates Record and the Record of Property Taken Possession of by Authorised Offices required by the Public Spaces (Unattended Property) Act, are available to any person. In the case of an application for a certificate of an entry in the Rates Record under Section 603 of the LGA, a charge is payable as documented in Council's fees and charges under 'Section 603 Certificates'.

Access to other documents held by Council

Other Council documents are available ~~for inspection~~ under the GIPA Act unless disclosure is, on balance, contrary to the public interest. Any application must be received in writing and will be processed promptly and within the agreed timeframe.

The request should specify the documents sought, with a reference to any time or date limitations. Any application will be considered on its merits and considered in the light of the obligation to make documents available unless public interest considerations favour the withholding of the document(s).

Information and documents not usually available

Information about the name of a property owner is in the public domain through internet access to the register maintained by the NSW Land and Property Information Service.

Council holds information about property ownership for the purpose of carrying out its functions. Council policy is not to make available information about the name of a property owner except in emergency circumstances or ~~where the enquirer can establish a clear need to know where~~ required or permitted by legislation.

Council will not supply bulk property data to third parties for the purposes of direct marketing.

Documents listed below will not usually be available because they are excluded from the right to access by an express provision in the LGA, or Council has concluded that disclosure of such documents, or documents containing information of the kind indicated would, in the usual case, be contrary to the public interest:

~~Documents not available because of provisions in LGA~~

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~~The following information will not be available:~~

- Papers submitted to Council for consideration in a closed session

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- Documents containing information about personnel matters concerning particular individuals, the personal hardship of any resident or rate payer, trade secrets or other sensitive commercial information, or where disclosure would find an action for breach of confidence
- Documents that contain information, ~~the release of~~ which would constitute an offence against an Act if released

Other documents not available

- Documents or parts of documents which would reveal the identifying particulars of persons who provide information to Council in connection with its law enforcement and regulatory responsibilities, or who otherwise contact Council about matters of interest or concern, including complaints about other persons conduct or activities, and matters that require investigation by Council
- Documents which reveal confidential communications between the Council and its legal advisers, or documents which have been prepared by Council officers or others for the dominant purpose of use in proposed or anticipated legal proceedings
- Documents, the release of which are likely to endanger the life or safety of any person, or the security of any building or structure, or which would prejudice the conduct of a lawful investigation by Council or another authority
- Documents concerning Council functions or operations where disclosure would have a prejudicial effect on Council's property or financial interests, or would otherwise have an adverse effect on its regulatory functions, or its capacity to operate in an efficient and effective manner
- Council working documents prepared or received in connection with its decision making functions, prior to the making of a decision by Council, a committee of Council, or an officer exercising delegated authority

~~It should be noted that access through verbal advice as to the content of documents listed above is also not available.~~

Large general requests for access to documents

~~Council acknowledges that there is a public interest in favour of disclosure of documents about Council operations and the exercise of its functions, and in a particular applicant gaining access to documents where there is a strong and justifiable right to know, however, Broad, general requests for a large number of documents, ~~f or example~~ (eg. all documents of a certain kind, or documents held on a number of different Council files), or which otherwise require a substantial allocation of Council resources in identifying, locating, collating and assessing a large number of Council documents, may be refused on the grounds that the substantial diversion of Council resources necessary to deal with the application would, on balance, be contrary to the public interest after consideration of the public interest factors involved by Council's Public Officer/ Right to Information Officer.~~

~~The Officer may, in the light of an assessment of the work involved in identifying, locating, collating and assessing a large number of Council documents, conclude that access should be refused on the grounds that the substantial diversion of Council resources necessary to deal with the application would, on balance, be contrary to the public interest.~~

The Public Officer/Right to Information Officer shall, in reaching such a decision consider the following:

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- an assessment of the work and time involved in responding to the application
- the extent to which the work involved in dealing with the request would result in Council resources being diverted from dealing with other access requests, or from other important functions
- the nature of the documents requested and any public interests to be advanced by disclosure generally, or disclosure to the particular applicant.

~~■ Council acknowledges there is a public interest in disclosure of documents about Council operations and the exercise of its functions, and in a particular applicant gaining access to documents where there is a strong and justifiable right to know~~

~~However,~~ the right to access documents free of charge to an individual also requires consideration of the effect the processing of such an application may have on the rights of others, and on the efficient and effective use of Council resources in the interests of all ratepayers.

Refusal of access

Where access to ~~documents information~~ is refused under the GIPA Act, Council will advise the applicant in writing of the reasons for the decision. In the case of refusal on grounds that dealing with the request would involve the substantial diversion of Council resources, the Public Officer/Right to Information Officer will provide details to the applicant in writing, including an estimate of the time involved in responding to the application and consideration of the other factors mentioned in these guidelines, however before doing so will give the applicant a reasonable opportunity to amend the application.

Any applicant dissatisfied with Council's handling of a request for documents under GIPA Act may seek a review in accordance with Sections 82 - 88 of the GIPA Act, and may also seek a review of reviewable decisions through either the Information Commissioner or the NSW Civil and Administrative Tribunal (NCAT).

Copyright

Copyright issues may arise when requests are made for copies of documents held by ~~the~~ Council. The Commonwealth Copyright Act (1968) takes precedence over State legislation, ~~therefore,~~ the right to copy documents under GIPA or EP&A does not override the Copyright Act.

If Council commissions a report from a ~~consultant~~consultant, it will be under the terms of the contract whether it can be copied.

~~With regard to documents supplied with development applications, Council's development application form includes a statement whereby applicants give their permission to allow documents included with a development application to be access under the GIPA Act. This permission does not override the rights of any copyright holder.~~

Access to information by Councillors and Administrators

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The process for access to information by Councillors and Administrators is outlined in Part 8 of [Council's Code of Conduct](#).

GIPA Act

Access to the GIPA Act is available from ~~the website of~~ the NSW Legislation website at the following link:

<https://www.legislation.nsw.gov.au/#/view/act/2009/52>

4.73.7 Public access to Government information held by Council

As far as practicable, Government information held by Council will be accessible by members of the public during office hours.

Any amendment of records held by Council will be undertaken pursuant to the provisions of the Privacy and Personal Information Protection Act 1998.

Persons interested in obtaining access to Government information can access application forms on Council's website. Those who wish to seek an amendment to the Council's records concerning their personal affairs, should contact Customer Service who will refer you to the Privacy Officer or the Right to Information Officer. If you experience difficulty in obtaining Government information you should contact Council's Public Officer.

4.83.8 Public Officer – Right to Information Officer

The Manager Customer Service & Governance has been appointed as the Public Officer.

Amongst other duties, the Public Officer may deal with requests from the public concerning the Council's affairs and to take delivery of documents on behalf ~~of the of~~ Council.

The Governance Coordinator has been appointed as the Right to Information Officer.

The Right to Information Officer is responsible for determining formal applications for access to Government information (GIPA Act Access Applications) or for the amendment of records. If you have any difficulty in obtaining access to Government information ~~or~~.

Also, if you would like to amend a document of Council which you feel is incorrect, it is necessary for you to make a written application to the Right to Information Officer in the first instance.

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5.4. Further information

If you require any ~~other-further~~ advice or assistance about access to information you may contact the Information & Privacy Commission NSW website <https://www.ipc.nsw.gov.au/> or by telephone on 1800 472 679 or by email at ipcinfo@ipc.nsw.gov.au.

~~The Data.NSW website is another useful resource that can be used by members of the public, as well as other government agencies, to access data on a wide range of NSW Government related matters.~~

Other Resources

[Data.NSW](#)

[NSW Government](#)

[NSW legislation](#)

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