

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

BETWEEN **Maurice James McIntosh and Jeanette Lorraine Hancock**
of 1/31 Bent Street, Tuncurry, New South Wales (Vendor)

AND
of (Purchaser)

1. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

2. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

3. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act, The Environmental Planning and Assessment Act 1979 or The Swimming Pool Act 1992 or any regulations thereunder in respect of any building on the land.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

4. Late completion

In the event that completion is not effected on the nominated day for settlement, or if the purchaser cannot settle on that day then the third day after written notice from the vendor that the vendor is able to settle, then the purchaser shall pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum from the date nominated for completion until and including the actual day of completion.

5. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, not withstanding completion.

6. Smoke alarms

The property has smoke alarms installed.

7. Swimming pool

The property does not have a swimming pool.

8. Deposit bond

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
 - (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
 - (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
 - (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.
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LAND
REGISTRY
SERVICES

Title Search

Information Provided Through
Sydney Settlement Agents
Ph. 02 9235 0044 Fax. 02 9233 2768

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/SP82622

SEARCH DATE	TIME	EDITION NO	DATE
19/12/2018	12:24 PM	3	22/9/2015

LAND

LOT 1 IN STRATA PLAN 82622
AT TUNCURRY
LOCAL GOVERNMENT AREA MID-COAST

FIRST SCHEDULE

MAURICE JAMES MCINTOSH
JEANETTE LORRAINE HANCOCK
AS JOINT TENANTS (T AJ835991)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP82622

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

131614

PRINTED ON 19/12/2018

* 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.



FOLIO: CP/SP82622

SEARCH DATE	TIME	EDITION NO	DATE
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20/12/2018	4:37 PM	1	19/8/2009

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 82622
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT TUNCURRY
LOCAL GOVERNMENT AREA MID-COAST
PARISH OF TUNCURRY COUNTY OF GLOUCESTER
TITLE DIAGRAM SP82622

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 82622
ADDRESS FOR SERVICE OF DOCUMENTS:
31 BENT STREET
TUNCURRY
NSW 2428

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE
AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS - OPTION A HAS BEEN ADOPTED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 40)

STRATA PLAN 82622

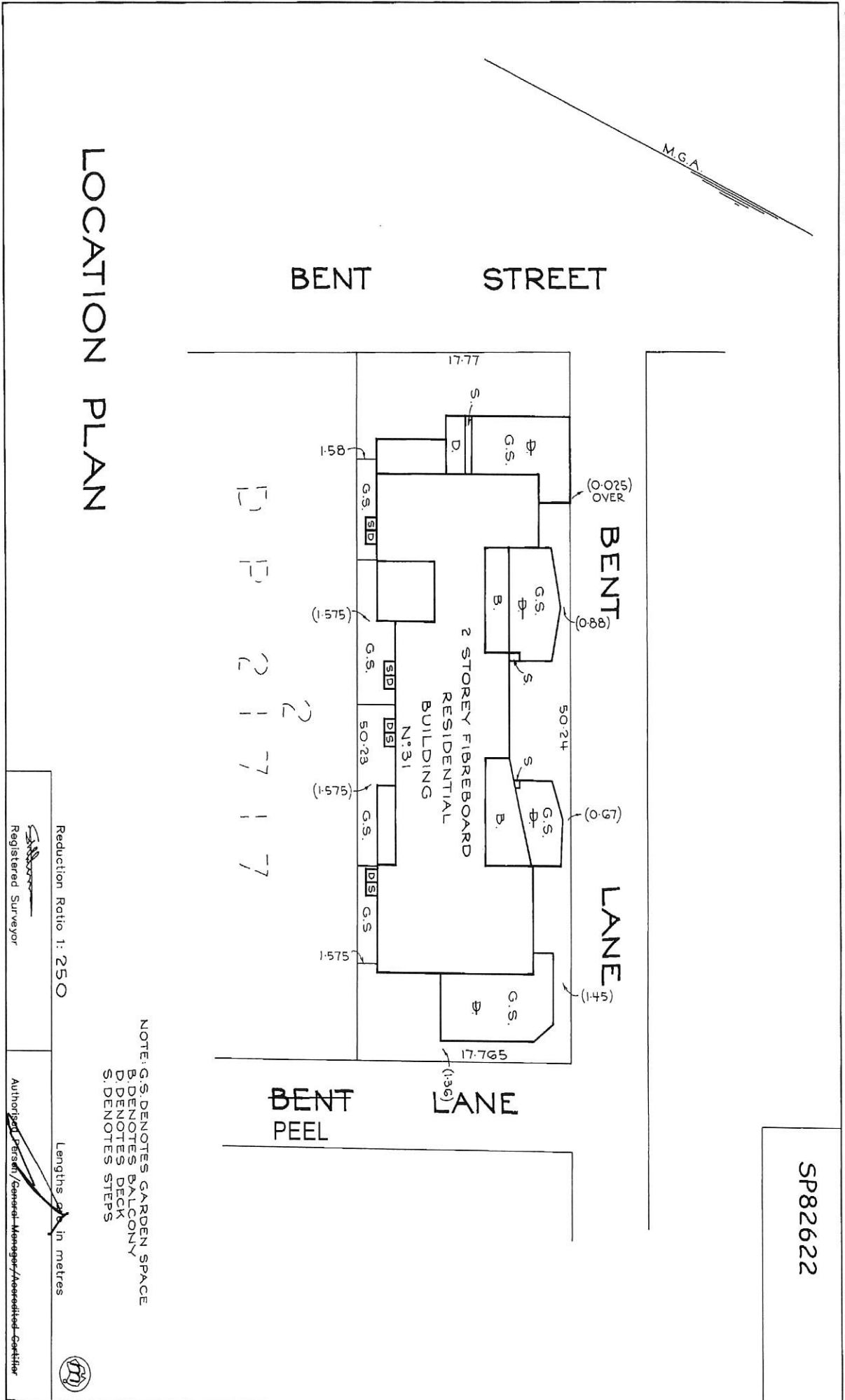
LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 10	2	- 10	3	- 10	4	- 10

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

SP82622



LOCATION PLAN

NOTE: G.S. DENOTES GARDEN SPACE
 B. DENOTES BALCONY
 D. DENOTES DECK
 S. DENOTES STEPS

Reduction Ratio 1: 250

Lengths are in metres

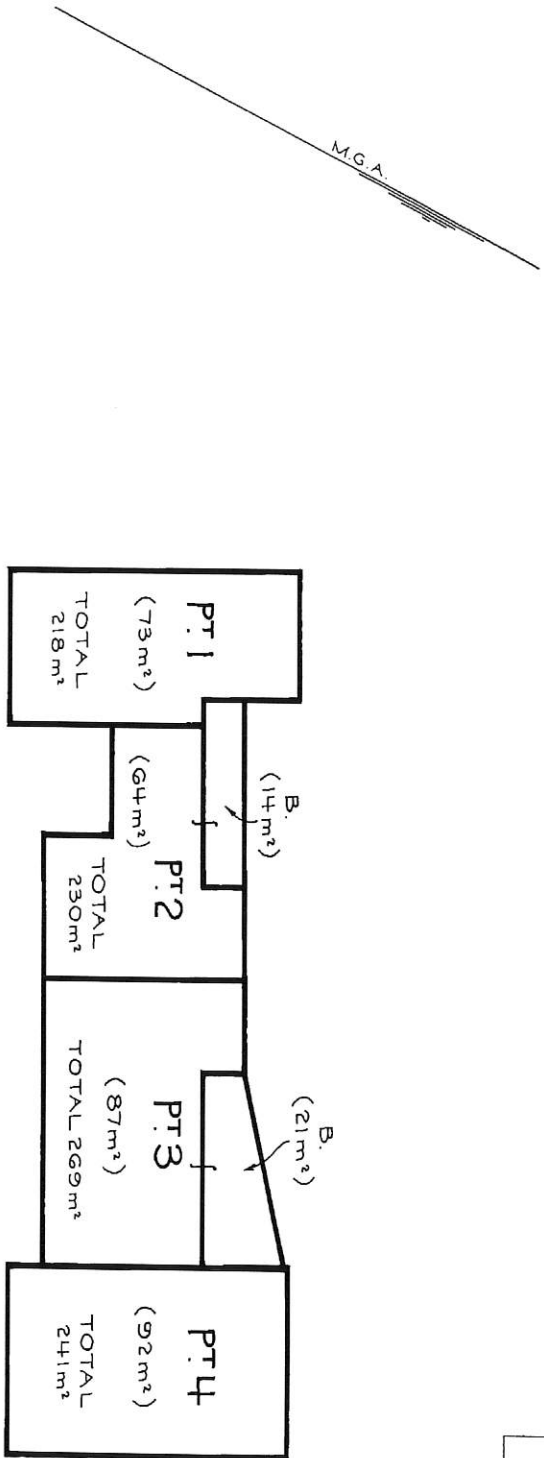
Registered Surveyor

Authorised Person/General Manager/Authenticated Controller

SURVEYOR'S REFERENCE: 7610/S.



SP82622



FIRST FLOOR

NOTE: B. DENOTES BALCONY. THE STRATUM OF THE BALCONIES IS LIMITED TO THE UNDERSIDE OF THE EAVE IMMEDIATELY ABOVE AND HORIZONTAL PROJECTION THEREOF WHERE NOT COVERED

AREAS ARE APPROXIMATE
 Lengths are in metres

Reduction Ratio 1: 200

Registered Surveyor *[Signature]*

Authorised Person/General Manager/Accredited Certifier *[Signature]*

SURVEYOR'S REFERENCE: TG10/S



Strata Schemes Management Regulation 2005

Repealed version for 9 July 2010 to 31 August 2010 (accessed 19 December 2018 at 16:52)

Schedule 1

Schedule 1 Model by-laws for residential schemes

(Clause 27)

1 Noise

An owner or occupier of a lot must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7 Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

10 Drying of laundry items

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

11 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

12 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13 Changes to floor coverings and surfaces

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

14 Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

16 Keeping of animals

Note. Select option A, B or C. If no option is selected, option A will apply.

Option A

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

Option B

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
 - (a) notify the owners corporation that the animal is being kept on the lot, and
 - (b) keep the animal within the lot, and
 - (c) carry the animal when it is on the common property, and
 - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

Option C

Subject to section 49 (4) of the Act, an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

17 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

18 Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

19 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services,
 - (c) electricity, water or gas supply,
 - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

20 Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.



PLANNING CERTIFICATE

Section 10.7
Environmental Planning & Assessment Act 1979

Cert No.	1101 / 2019
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Applicant

BRIAN HAYNE SOLICITOR
PO Box 550
FORSTER NSW 2428

Receipt No. : 2044364
Date of Issue : 20 December 2018
Ref : BH:

Property Key : 36703

Property Description

1/31 Bent Street, TUNCURRY NSW 2428
Lot 1 SP 82622

Owner (as recorded by Council):

Mr M J McIntosh and Ms J L Hancock
1/31 Bent St
TUNCURRY NSW 2428

A — Advice provided in accordance with Section 10.7(2)

1. Names of relevant planning instruments and DCPs

Great Lakes Local Environment Plan 2014

Great Lakes Development Control Plan

The land is subject to the following planning proposal(s)

Short-term Holiday Rental of Dwellings

The proposal seeks to introduce a new local clause to allow the use of dwellings for short term holiday accommodation. It is proposed to allow dwellings that have up to 4 bedrooms to be used for short term holiday rentals without development consent, and to require those with 5 or more bedrooms to be permitted with development consent.

Liveable Housing and Flexible Zone Boundaries

The planning proposal seeks to amend the Great Lakes Local Environmental Plan 2014 by (1) replacing references to the Australian Standard AS 4299-1995 Adaptable Housing with the Liveable Housing Guidelines (LHA Third Edition 2015) and expand the application of these provisions; and (2) introduce a new clause to provide flexible zone boundaries in urban release areas.

The name of each State Environmental Planning Policy which may apply to the carrying out of development on the land

SEPP	COASTAL MANAGEMENT 2018 (WHOLE OF LOT)
SEPP	SENIORS HOUSING etc.
SEPP	STATE ENVIRONMENTAL PLANNING POLICY (INTEGRATION AND REPEALS) 2016
SEPP NO. 1	DEVELOPMENT STANDARDS

SEPP NO. 4	DEVELOPMENT WITHOUT CONSENT AND MISCELLANEOUS EXEMPT AND COMPLYING DEVELOPMENT
SEPP NO. 21	CARAVAN PARKS
SEPP NO. 30	INTENSIVE AGRICULTURE
SEPP NO. 33	HAZARDOUS & OFFENSIVE DEVELOPMENT
SEPP NO. 36	MANUFACTURED HOME ESTATES
SEPP NO. 44	KOALA HABITAT PROTECTION
SEPP NO. 50	CANAL ESTATE DEVELOPMENT
SEPP NO. 55	REMEDICATION OF LAND
SEPP NO. 62	SUSTAINABLE AQUACULTURE
SEPP NO. 64	ADVERTISING AND SIGNAGE
SEPP NO. 65	DESIGN QUALITY OF RESIDENTIAL APARTMENT DEVELOPMENT
SEPP BASIX	(BUILDING SUSTAINABILITY INDEX: BASIX) 2004
SEPP-MD	(MAJOR DEVELOPMENT) 2005
SEPP-MPP&EI	(MINING, PETROLEUM PRODUCTION AND EXTRACTIVE INDUSTRIES) 2007
SEPP-S&RD	(STATE & REGIONAL DEVELOPMENT) 2011
SEPP	(INFRASTRUCTURE) 2007
SEPP	(RURAL LANDS) 2008.
SEPP	(TEMPORARY STRUCTURES) 2007.
SEPP	(EXEMPT AND COMPLYING DEVELOPMENT CODES) 2008.
SEPP	(AFFORDABLE RENTAL HOUSING) 2009
SEPP	(VEGETATION IN NON-RURAL AREAS) 2017 - This Policy applies to the specifically designated non-rural zones under clause 5 of the Policy.
SEPP	(EDUCATIONAL ESTABLISHMENTS AND CHILD CARE FACILITIES) 2017

2. Zoning and land use under relevant LEPs

Great Lakes Local Environment Plan 2014

Zone R3 Medium Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To achieve increased population density levels in locations that support the business centre.

2 Permitted without consent

Home occupations.

3 Permitted with consent

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Camping grounds; Car parks; Caravan parks; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Helipads; Home-based child care; Home businesses; Hotel or motel accommodation; Information and education facilities; Jetties; Moorings; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Residential accommodation; Respite day care centres; Restaurants or cafes; Roads; Seniors housing; Service stations; Serviced apartments; Sewerage systems; Signage; Veterinary hospital; Water recreation structures; Water supply systems.

4 Prohibited

Rural workers' dwellings; Any other development not specified in item 2 or 3.

3. Complying development

Housing Code

Complying development under this code MAY be undertaken on land Zoned R2, R3, R4, or RU5 in Great Lakes LEP 2014

Rural Housing Code

Complying development under this code MAY be undertaken on land Zoned RU1, RU2, RU3, RU4, or R5 in Great Lakes LEP 2014

Greenfield Housing Code

Complying development under this code CAN NOT be undertaken on the land

Demolition Code

Complying development under this code MAY be undertaken on the land

Commercial and Industrial (Alterations) Code

Complying development under this code MAY be undertaken on the land

Commercial and Industrial (New Buildings and Additions) Code

Complying development under this code MAY be undertaken on the land

General Development Code

Complying development under this code MAY be undertaken on the land

Housing Alterations Code

Complying development under this code MAY be undertaken on the land

Subdivisions Code

Complying development under this code MAY be undertaken on the land

Fire Safety Code

Complying development under this code MAY be undertaken on the land

Container Recycling Facilities Code

Complying development under this code MAY be undertaken on land Zoned B1, B2, B3, B4, B5, IN1, IN2, IN4 or SP3 in Great Lakes LEP 2014

4. Coastal protection

Coastal Protection Act 1979 repealed

4A Repealed

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

No annual charges apply to the land

5. Mine subsidence

The land is not proclaimed as a mine subsidence district

6. Road widening and road realignment

The land is not affected by plans for road widening or realignment

7. Council and other public authority policies on hazard risk restrictions

The land is not affected by a policy adopted by Council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)

The information provided in item 7 is based on the data and information presently available to the Council and on adopted policies and development controls in force as at the date of this certificate

7A. Flood related development controls information**Yes - Adopted Council Policy(s)****LEP2014 - 2100 Flood Planning Area**

Yes - the land is subject to clause 7.3 (Flood Planning) of Great Lakes Local Environment Plan 2014 and clause 4.2 (Flooding) of The Great Lakes Development Control Plan due to the likelihood of future and/or current flooding.

Details relating to flood risk and flood planning levels may be provided on a Flood Level Certificate. This can be obtained from Council's flood investigation engineer

The information provided in item 7A is based on the data and information presently available to the Council and on adopted policies and development controls in force as at the date of this certificate

8. Land reserved for acquisition

The land is not reserved for acquisition

9. Contributions plans that apply to the land

- S94-Forster District Contributions Plan 2015
- S94-Great Lakes Wide Contributions Plan 2015

9A. Biodiversity certified land

The land is not Biodiversity certified

10. Biodiversity stewardship sites

No biodiversity stewardship agreements apply to the land

10A. Native vegetation clearing set asides

Council has not received advice advising of the existence of a set aside area of land under section 60ZC of the Local Land Services Act 2013

11. Bush fire prone land

The land is not bushfire prone land

12. Property vegetation plans

No property vegetation plans apply to the subject land

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

Council has not received any such order

14. Directions under Part 3A of the EP&A Act

Not applicable

15. Site compatibility certificates and conditions for seniors housing

No Site Compatibility Certificate for Seniors Housing applies to the land

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

No Site Compatibility Certificate for Infrastructure, Schools or TAFE establishments applies to the land

17. Site compatibility certificates for affordable rental housing

No Site Compatibility Certificate for Affordable Rental Housing applies to the land

18. Paper subdivision information

No development plan applies to the land

19. Site verification certificates

No site verification certificate applies to the land

20. Loose-fill asbestos insulation

Council has not received advice from any Authority advising of the presence of loose-fill asbestos insulation within any residence that may exist on the property

21. Affected building notices and building product rectification orders

No affected building notice or building product rectification order applies to the subject land

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

No additional matters under the Contaminated Land Management Act 1997

For further information, please contact Karen Bee, Planning & Natural Systems division, MidCoast Council on (02) 6591 7222.

Brian Hayne Solicitor
Po Box 550
FORSTER NSW 2428

Owner Details

M J McIntosh & J L Hancock

Property Details

Lot 1 SP 82622

Property Address

Unit 1/31 Bent St TUNCURRY NSW 2428

SEWERED AREAS

As requested the Plan of House Drainage for the above property is attached. These notes are intended to provide information relating to this property. Applicants are requested to ensure that intending purchasers are made fully aware of all aspects of both these notes and the attached Plan. Please note the following important points:-

1. MidCoast Council's policy "Building over or adjacent to Watermains, Sewers or Sewerage Rising Mains" basically prohibits any new buildings to be erected closer than 1.5 meters to a Council pipe. This policy also requires special footings to be used when a building is within the 'Zone of Influence' of a sewer.

Residents, builders, developers etc. should note that the existence of a sewer, watermain or sewerage rising main can, and will, prohibit the extent of a development that will be permitted on a block. In the case of sewers, this also applies to a sewer located close to the boundary even if it is within an adjacent block. These restrictions apply to all types of building including houses, garages, sheds, carports etc.

Please contact MidCoast Council if you need any clarification on the implication of this policy. Full details are available upon request.

2. This Plan indicates the approximate location of existing buildings and pipelines. The issue of the diagram does not imply that the existing plumbing has been inspected by MidCoast Council nor that it complies with any standard or code.
3. Where there are existing buildings on the site, the issue of this Plan does not imply that they have been erected in accordance with the requirements of a Structural Engineer in relation to any 'Zone of Influence' effects.
4. The information on this Plan has been supplied by other parties and MidCoast Council will not be held responsible for the accuracy of any details shown. We do, however, endeavour to ensure that drainage diagrams are as accurate as practical when issued.
5. The attached Plan indicates the approximate location of Council's sewers only in relation to the abovementioned land.
6. It is an offence under the Local Government Act to discharge any rain water or surface water into Council's sewers.
7. Development charges will be applied if any new development on this land has a capacity of

more than 1 equivalent tenement (e.g. Development charges will apply for the erection of 2 or more villas, flats, etc. as opposed to one house).

8. In the case of non-domestic premises, both new and existing developments may require a Liquid Trade Waste approval. The issue of this Plan does not imply that any such Liquid Trade Waste approval currently exists. Further information should be obtained from MidCoast Council. It is an offence to discharge sewage, other than of a domestic nature, into a Council sewer without approval.
9. This Plan is issued in accordance with section 17, 18 and 19 of the Local Government (Water Services) Regulations 1999. These notes form part of the Plan and must remain attached it. Any Plan of House Drainage without these notes should not be considered as a true copy.

If you have any enquiries regarding this letter please telephone 1300 133 455

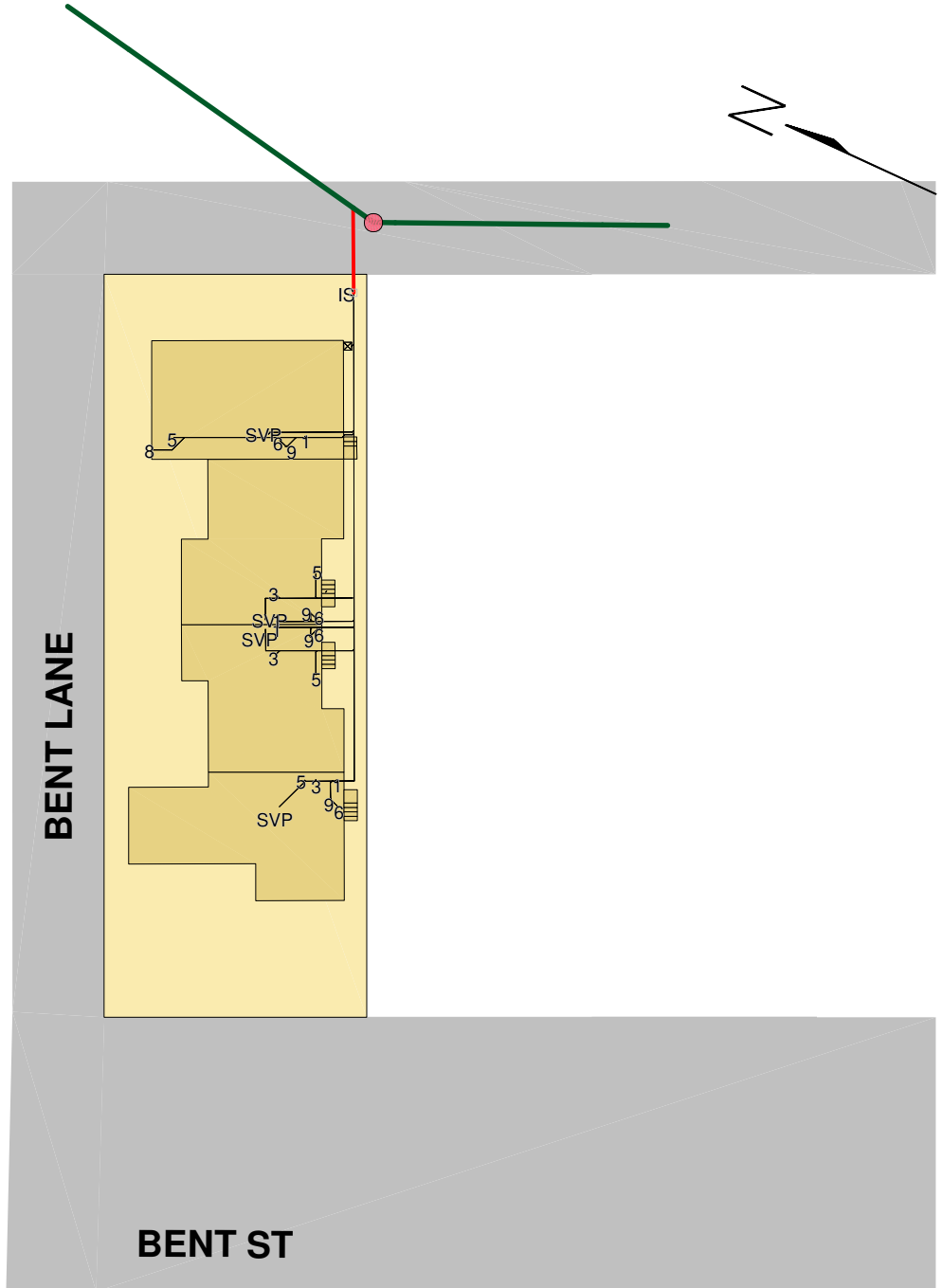
Dated: 28/01/2019

Director Water Services

SEWER DRAINAGE DIAGRAM 70950

Lot 1Sec.....D.P. SP82622

Address BENT ST 31Town TUNCURRY



This plan is a schematic representation of data produced by a Geographical Information System (GIS) exclusively for MidCoast Water, but may also be used by clients/customers to assist with the identification and provision of services subject to terms and conditions. No responsibility is accepted for the accuracy of the map or the data that it contains. Any person relying on this map must read and fully comprehend the terms, conditions and legal obligations, available at www.midcoastwater.com.au

LEGEND

W.C..... 1	Soil Vent Pipe...SVP	●Manhole
Bath..... 2	Waste Stack.....WS	○ Inspection opening
Basin..... 3	Inspect. Shaft....IS	----- Assumed location of existing sewer
Shower..... 4	Reflux Valve.....RV	⊠Surcharge Gully
K.Sink..... 5	Tap Over.....TO	
Tubs..... 6	Grease Arrestor..GA	
Gully..... 7	Urinal.....UR	
Vent..... 8	Low Level Vent..LLV	
Floor Waste.... 9	Sewer Direction.. >	

Scale: 1:500

JUNCTION LOCATION

Sewer Junction..... 324808
existing at.....metres from D.S.M.H.....(d=.....m)
Depth of Junction approx..... 1.70
Depth of Riser approx.....m