

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		phone fax ref
co-agent	Not Applicable	
vendor	COLLINA 10 PTY LTD (ACN 627 309 200) AS TRUSTEE FOR COLLINA 10 UNIT TRUST a Corporation having its registered office at 193 Yambil Street, Griffith NSW 2680	
vendor's solicitor	MACKENZIE & VARDANEGA 6 Kookora Street, Griffith NSW 2680 DX 5903 GRIFFITH email: reception@macvar.com.au	phone (02) 6966 8222 fax (02) 6962 6951 ref
date for completion	in accordance with SC.39 herein	(clause 15)
land (address, plan details and title reference)	LOT "CLIFTON GARDENS" 686 CLIFTON BOULEVARDE, GRIFFITH NSW 2680 Lot in an unregistered plan which is part of Lot 592 in Deposited Plan 751743 Part Folio Identifier 592/751743 <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 checked="" type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:	

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

Inclusions	Nil	
exclusions		
purchaser		
purchaser's <input type="checkbox"/> solicitor <input type="checkbox"/> conveyancer	email:	phone fax ref
price	\$ _____	(GST inclusive)
deposit	\$ _____	(10% of the price, unless otherwise stated)
balance	\$ _____	
contract date		(if not stated, the date this contract was made)

buyer's agent

vendor

witness

GST AMOUNT (optional)
 The price includes
 GST of: \$ _____

purchaser

JOINT TENANTS tenants in common in unequal shares

witness

ChoicesVendor agrees to accept a **deposit bond** (clause 3) NO yes**Nominated Electronic Lodgment Network (ELN)** (clause 30)**Electronic transaction** (clause 30) no YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve within 14 days of the contract date):

Parties agree that the deposit be invested (clause 2.9) NO yes**Tax information (the parties promise this is correct as far as each party is aware)**Land tax is adjustable NO yesGST: Taxable supply NO yes in full yes to an extentMargin 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 an **GSTRW payment**: (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: COLLINA 10 PTY LTD (ACN 627 309 200) AS TRUSTEE FOR THE COLLINA 10 UNIT TRUST

Supplier's ABN: 32 465 425 396

Supplier's GST branch number (if applicable): N/A

Supplier's business address: 29 Lanza Grove, Griffith NSW 2680

Supplier's email address: jscremin@flexiblesolutions.com.au

Supplier's phone number: 0418 623 100

Supplier's proportion of **GSTRW payment**: 100%**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):

List of Documents

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

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

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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
3. There is NO COOLING OFF PERIOD:
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

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, Stock and Business 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, Industry and Environment Department of Primary Industries Electricity and gas Land & 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>
---	--

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. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<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>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 Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

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 *serving* 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; any
 10.1.8 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 *serves* 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, *serves* a letter from the Australian Taxation Office stating the
 vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the
 amount of GST assessed.
 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the
 margin scheme is to apply to the sale of the *property*.
 13.7 If this contract says the sale is not a taxable supply –
 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does
 not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a
 taxable supply to any extent; and
 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by
 multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the
property, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 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.

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.
- 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 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 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**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 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 *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by 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; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 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 *servicing* 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 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 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 s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 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 14.5 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given 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 form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) 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 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <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>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <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 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>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>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<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>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<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> .

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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 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 clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the *Division* under the *Conveyancing Legislation Amendment Act 2018*.

THESE ARE THE ANNEXED SPECIAL CONDITIONS, COMMENCING WITH SPECIAL CONDITION SC.33, REFERRED TO IN THE WITHIN CONTRACT FOR SALE OF THE LAND HEREINBEFORE SPECIFIED.

SPECIAL CONDITIONS TO PREVAIL

SC.33. In the event of any discrepancy between these Special Conditions and the printed form of Contract these Special Conditions shall prevail.

NO WARRANTY OR REPRESENTATION – PLEA IN BAR

SC.34. The Purchaser acknowledges that in entering into this Contract:-

- (a) the Purchaser does not rely upon any warranty or representation made by the Vendor or by any person on behalf of the Vendor (including the Vendor's Agent if any) except such as may be expressly provided herein or implied by virtue of Section 52A of the Conveyancing Act, 1919 (as amended) but instead has relied entirely upon the Purchaser's own inquiries and inspection of the property, and in consideration of the Vendor entering into this Contract, the parties expressly agree that this acknowledgment may be pleaded in bar to any action by the purchaser against the Vendor, at law or in equity for breach of any such warranty or representation.
- (b) that no warranty or representation has been made by the Vendor or the Vendors Agent, if any, to the purchaser, and that the Purchaser has had the opportunity of disclosing any such warranty or representation to the Vendor prior to the making of this Contract and that the Vendor has entered into this Contract on the basis of the Purchasers warranty aforesaid.

PROPERTY SOLD IN PRESENT CONDITION

SC.35. Subject to the provisions of this Contract and compliance by the Vendor with the provisions of Griffith City Council Development Approval No. 223/2018 to be issued in respect of the subdivision of the land of which the property the subject of sale forms part, which Development Approval shall be deemed to form part of this Contract, the Purchaser, having inspected the property acknowledges that he is purchasing the property in its present condition and state, subject to any infestation, dilapidation, defect or affectation, latent or patent and that the Purchaser will raise no objection, requisition or claim for compensation in respect of such matters including without limitation the nature, quality or legality of any structure upon the property.

INSOLVENCY

- SC.36. 36.1. Either party may rescind this contract if any party (if more than one), being an individual:
- 36.1.1 dies;
 - 36.1.2 becomes mentally ill; or
 - 36.1.3 enters into a compromise, deed of assignment or deed of arrangement pursuant to Part X of the Bankruptcy Act with his/her creditors.
- 36.2. Either party may terminate this contract if any party (if more than one) being a company.
- 36.2.1 has a receiver or receiver and manager appointed to that company whether by a creditor or a Court or otherwise; or
 - 36.2.2 has an administrator appointed pursuant to Part 5.3A of the Corporations Act 2001 or otherwise; or
 - 36.2.3 is wound up by any means whether in insolvency or otherwise.
- 36.3 The rights under this clause do not negate, limit or restrict any rights or remedies which would have been available to the party/s at law or in equity had this clause not been included in this Contract.
- 36.4 If a party elects to rescind or terminate this contract in accordance with this clause such rescission or termination is deemed to have occurred immediately prior to the happening of the event specified in whichever of paragraphs 35.1 and 35.2 of this clause apply.

NON MERGER

- SC.37. No clause or special condition hereof shall merge on completion where such clause may reasonably be construed as intended to have a continuing effect after completion.

DISCHARGE OF MORTGAGE OR WITHDRAWAL OF CAVEAT

- SC.38. Upon completion, if applicable, the Vendor will hand to the Purchaser a proper form of Discharge of Mortgage or Withdrawal of Caveat as the case may be in registrable form in respect of any Mortgage or Caveat registered on the title to the property and will allow the Purchaser the registration fee payable on such Discharge of Mortgage or Withdrawal of Caveat and the Purchaser shall make no requisition or objection requiring the registration of such Discharge of Mortgage or Withdrawal of Caveat prior to completion.

COMPLETION DATE

- SC.39. Completion of this Contract shall take place and vacant possession shall be given and taken on the later of:-
- (a) thirty (30) days of the date of this Contract;
 - (b) fourteen (14) days from the date of notification by the Vendor's Solicitor to the Purchaser's Solicitor of registration of the plan of subdivision in respect of the land of which the property forms part; or
 - (c) seven (7) days of the date of issue of a separate Certificate of Title by the Land Titles Office in respect of the property.

NOTICE TO COMPLETE

- SC.40. It is hereby expressly agreed between the parties that in the event of either party failing to complete this Contract on the date fixed for completion specified in this Contract then that party not in default shall be entitled to serve on the other party a Notice to Complete requiring that other party to so complete this Contract on a specified date being not less than fourteen (14) days from but excluding the date of service of the notice. For the purpose of this Contract any such Notice to Complete shall be deemed both at law and in equity to be sufficient notice to make time of the essence of this Contract. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another one at any time.

RISK OF LOSS OR DAMAGE

- SC.41. Immediately upon entering into possession or upon the Purchaser entering into occupation under the provisions of this Contract or otherwise the risk of loss or damage to the property sold shall pass to the Purchaser.

CLAIMS FOR COMPENSATION

- SC.42. Notwithstanding the provisions of Printed Condition 7 the printed form of Contract, the parties expressly covenant and agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of Printed Condition 8 of the printed form of Contract.

SALE SUBJECT TO SUBDIVISION

- SC.43. Completion of this Contract shall be subject to and dependent upon:-
- (a) The Griffith City Council and any other necessary authority approving of the subdivision of Lot 592 in Deposited Plan 751743, Parish of Wyangan, County of Cooper, of which the property forms part into twenty nine (29) lots in accordance with the plan of proposed subdivision annexed to this Contract in order to create a separate title to the property.

- (b) Any Mortgagee holding security over the property endorsing its consent on the plan of subdivision.
- (c) The Vendor in its absolute discretion approving of any condition, requirement or Development Approval issued by Griffith City Council or any other necessary authority as a condition precedent to the approval referred to in sub-clause (a) above.
- (d) The issue by the Land Titles Office of a separate title in respect of the property the subject of sale upon the subdivision taking effect, and the issue of a Certificate of Title allowing the property to be dealt with separately.

The parties shall use their best endeavours to make application for the subdivision, to pursue same, to execute such documents, declarations and applications as may be necessary or incidental to give effect to the subdivision or by way of further assurance of the rights and obligations of either party under or by virtue of the provisions of this Contract. In the event of any necessary authority refusing to consent to the subdivision or any necessary consent being refused or not obtained or the plan of subdivision not being registered within a period of eighteen (18) months of the date of this Contract then either party may by giving notice in writing to the other rescind this Contract whereupon the provisions of printed condition 19 herein shall apply, provided that, notwithstanding the aforesaid provisions in the event that the plan of subdivision is not registered within the eighteen (18) months period aforesaid the Vendor shall be entitled, prior to the expiration of the eighteen (18) months period by notice in writing to the Purchaser extend the period for registration of the plan of subdivision for a further ninety (90) days, and the right of rescission given pursuant to this Clause shall not be capable of exercise by either party until the expiration of the ninety (90) day period aforesaid.

SALE SUBJECT TO PROVISION OF SERVICES

SC.44. The Purchaser acknowledges that the Purchaser purchases the property and shall take title thereto subject to the services required by Griffith City Council as a condition precedent to subdivision approval namely water, sewerage, drainage, kerb and guttering, electricity, gas and telephone services which will be provided to the boundary of the property the subject of sale but the responsibility and cost for connection thereto being the purchasers, (hereinafter in this condition referred to as "any service") and shall not make any requisition, objection or claim for compensation in respect of:-

- (a) the nature or location of any service; or
- (b) any service being a joint service with any other property or properties;
or

- (c) any service for any other property or properties having the mains, pipes, wires or connections therefore pass through or over the property and vice versa; or
- (d) whether or not the property is subject to or has the benefit of any rights, easements or agreements in respect of any service or the mains, pipes or connections therefore; or
- (e) the fact that the Purchaser may have to connect to such service at a point provided by the relevant provider of services, whether such connection point is adjacent to the boundary or not.

VENDORS RIGHT TO RESCIND ON REQUIREMENT FOR WORKS OR EXPENDITURE

- SC.45. In the event of Griffith City Council or any statutory or other authority having jurisdiction over the subdivision imposing any condition as a consequence or requirement of its approval to subdivision necessitating the Vendor to carry out any works or expend money (but other than in administrative fees or departmental costs in dealing with the subdivision application or as may be required or specified in this Contract to be carried out or be paid for by the Vendor) which the Vendor in the Vendor's reasonable discretion may be unable or unwilling to do then the Vendor may rescind this Contract by notice in writing to the Purchaser whereupon the provisions of printed condition 19 herein shall apply.

VARIATIONS TO PLAN OF SUBDIVISION

- SC.46. The Purchaser shall make no objection, requisitions or claim for compensation in respect of any departure from or variation of the plan of subdivision including any renumbering or variation to the allotment number or any variation in shape or area caused by the requirement of any statutory or necessary authority, or otherwise required by the Vendor. For the purposes of this clause modifications may be made to a Lot in the plan other than the property the subject of sale, to further subdivision of any allotment to provide for the construction of a duplex, or otherwise, any modifications to the plan or to the provisions of the Instrument which may be required by LPI NSW to obtain the registration of the plan and any Section 88B instrument, and any modification to the boundaries of the property or the shape of the allotment, the effect of which does not reduce the area of the property by more than three per centum (3%).

PAYMENT OF SUBDIVISION COSTS AND FEES

- SC.47. The Vendor shall pay all necessary or proper costs, disbursements, fees or charges in respect of the preparation, lodgement and registration of the plan of subdivision and issue of the Certificate of Title in respect of the land the subject of this Contract.

RESTRICTIVE COVENANT

SC.48.1 The property and each other lot comprised in the proposed subdivision of Lot 592 in Deposited Plan 751743, Parish of Wyangan is sold subject to a restriction as to user noted on the Deposited Plan and by way of Section 88B instrument framed to run with the property that the Purchaser or any successor or successors in title:-

- (a) will not erect the outside walls of any dwelling house or residence on the lot in material other than brick, cement block, and Hebel block. Cement render, Granosite finishes, painted concrete, "James Hardie" "Scyon" or similar, "Alucabond" or similar. Infill panels of timber, Colorbond, and/or fibrous cement are permitted, or such other material as is approved of by Collina 10 Pty Ltd.
- (b) will not erect any fencing in material other than brick, cement block and Hebel block. Cement render, Granosite finishes, painted concrete or colorbond panel fencing, or such other material as is approved of by Collina 10 Pty Ltd.
- (c) will not construct any driveway out of earthen material, with construction to be of Pebblecrete, patterned or plain concrete, concrete brick or brick tile paving, or such other material as is approved of by Collina 10 Pty Ltd.
- (d) will not erect any dwelling house with a living area, excluding any garage, carport, patio of less than one hundred and twenty-five (25) square meters (125 m²) unless approved of by Collina 10 Pty Ltd with only one (1) main dwelling house to be erected on each lot with the exception of Lots marked as duplex or multiple dwelling;
- (e) will not construct or erect any dwelling other than with new materials or with such materials as are approved by Collina 10 Pty Ltd.
- (f) will not bring onto the land or erect or construct thereon or permit to remain thereon any transportable or relocatable home without the approval of Collina 10 Pty Ltd.
- (g) will not erect on the land burdened a fence to divide it from any adjoining land owned by Collina 10 Pty Ltd without the consent of the Collina 10 Pty Ltd. Such consent shall not be withheld if such fence is erected without expense to Collina 10 Pty Ltd.
- (h) that no garden shed or other structure (other than any dwelling house erected on the land) shall have a height in excess of four (4) metres from natural ground level.

- (i) will not allow any heavy vehicle usage, maintenance, storage or parking on the property other than during any construction stage or removal or transport of goods on a temporary basis, with no motor vehicle above the size of a small rigid vehicle in excess of 2 tonnes tare weight to be parked or accommodated on the property.

The Purchaser shall raise no objection, requisition or claim for compensation in respect of the above matters and shall not object to the Vendors noting the aforesaid restrictive covenant on the plan of subdivision and the accompanying Section 88B Certificate containing such matters as the Vendor's solicitors may reasonably require.

- 48.2 (a) The property to which the benefit of the restrictive covenant is appurtenant will be all the lots shown in the proposed subdivision.
- (b) The property which is subject to the burden of the restrictive covenant is the property sold.
- (c) The company whose consent to a release variation or modification of the restrictive covenants contained above is stipulated for Collina 10 Pty Ltd and/or its assigns.

SC.49 **COUNCIL RATES, WATER RATES**

Adjustments for Council Rates

- 49.1 If a separate assessment of Council rates have not issued for the property prior to the date fixed for completion of this Contract, the Vendor and the Purchaser agree that Griffith City Council have provided advice that the Council rates will be re-rated from the date of registration of the plan of subdivision. The Vendor warrants that it will pay all such Council rates for the property up until the date of registration of the plan of subdivision. The Vendor will allow an adjustment to the amount specified below from the date of registration of the plan of subdivision to the date of completion of the Contract. The Purchaser will make no objection or claim for compensation nor delay completion in connection with the issue of any such assessment of rates.

Council rates - \$1,400.00 per annum.

- 49.2 The Purchaser and Vendor agree that the amount specified above represent a fair and reasonable assessment of Council rates for the property on which to adjust at the date of completion and that no adjustments is to be made when the actual assessment subsequently issues.

Adjustment for Water and Sewerage Rates

- 49.3 If separate assessments of Council water and sewer rates have not issued for the property prior to the date fixed for completion of this Contract, the Vendor and the Purchaser agree that there are no water usage charges on vacant land and that Griffith City Council have provided advice that the Council charge vacant land water and sewer rates on a trimester basis on 1 July, November and March each year. The Vendor warrants that it will pay all such Council water and sewerage rates for the property to include the current trimester when Settlement proceeds. The Purchaser will allow an adjustment to the Vendor to the amount specified below from the date of Settlement to the last day of the trimester. The Purchaser will make no objection requisition or claim for compensation nor delay completion in connection with the issue of any such assessment of rates. rates have not been issued as at the date of completion of this Contract for Sale in respect of the property, then the parties shall adjust rates on an area basis and if necessary further adjust rates on issue of any relevant assessment by Griffith City Council.

Council water and Sewer rates - \$280.00 per trimester.

- 49.4 The Purchaser and Vendor agree that the amount specified about represent a fair and reasonable assessment of Council Water and Sewer rates for the property on which to adjust at the date of completion and that no adjustment is to be made when the actual assessment subsequently issues.

FENCING COVENANT

- SC.50. (a) the Vendor discloses and the Purchaser acknowledges that the Vendor may be the owner of adjoining land.
- (b) the Purchaser covenants and agrees with the Vendor that during the currency only of the Vendor's ownership of any adjoining land that the Purchaser shall not make any claim as against the Vendor for contribution toward the cost of erection or replacement of any dividing fences on the boundary of such adjoining land.
- (c) in the event of the Purchaser selling or transferring all or any of the land the subject of this Contract during the currency of the Vendor's ownership of adjoining land the Purchaser agrees to procure the inclusion of these provisions relating to fencing into any Contract for Sale or Agreement for transfer for the continuing benefit of the provisions that it shall indemnify the Vendor in respect of any claims suits or demands in respect to fencing.

INTEREST

- SC.51. In the event of the Purchaser not effecting completion of this Contract in accordance with the provisions of this Contract and by the date herein specified, then provided such delay in completion is not the fault of or attributable to the Vendor and further provided the Vendor is ready, willing and able to effect settlement in accordance with the provisions of this Contract then, in addition to the balance of purchase or other monies payable on settlement the Purchaser shall pay to the Vendor interest on the unpaid balance of purchase monies at the rate of nine per cent (9%) calculated on a daily basis from the date fixed for settlement to the date of actual settlement

REMOVAL OF CHARGES

- SC.52. The Vendor:-
- (a) is not obliged to remove any charge on the Property for any rate, tax or outgoing until completion of this Contract is effected;
 - (b) is not to be taken to be unable, unready or unwilling to complete this Contract because of the existence of any charge on the property for any rate, tax or outgoing; and
 - (c) may serve a notice to complete on the Purchaser notwithstanding that at the time the notice is served or at any time after that time there is a charge on the Property for any rate, tax or outgoing.

PLACE OF COMPLETION

- SC.53. The special completion address referred to in Clause 16 of the Contract is:-
- 53.1 at the offices of Mackenzie & Vardanega, 6 Kookora Street, Griffith if there is no mortgage registered on title;
 - 53.2 if a mortgagee is required to discharge a mortgage, at the Mortgagee's local branch office at Griffith, unless the mortgagee requires the discharge of mortgage at another place so the place of completion shall be that other place.

GST

- SC.54. (a) The parties acknowledge that the consideration for the sale of the property was negotiated on the basis that it is GST inclusive and that in calculating the GST the Vendor will choose to apply the margin scheme to the sale as provided for in Div 75 of the GST Act ("the margin scheme");
- (b) The Vendor warrants that it is registered for the purposes of the GST law and undertakes to choose to apply the margin scheme as contemplated by Clause 1.

- (c) If for any reason the margin scheme does not apply (whether because the Vendor does not choose it to apply or it is not able to be chosen by the Vendor) then there will be no adjustment to the consideration payable under this Contract for the Sale of Land.
- (d) The Purchaser acknowledges that the Purchaser is not entitled to an input tax credit.

This clause shall not merge on completion of this Contract.

In this Clause 54:

"GST" means the goods and services tax as provided for by the GST law;

"GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999* as it stands from time to time;

"GST law" means the GST Act and associated legislation including without limitation delegated legislation;

any expression used that is defined in the GST law has that defined meaning.

DEPOSIT HOLDER

- SC.55. The deposit holder shall be the Vendor's Solicitor.

ALTERATIONS TO CONTRACT

- SC.56. Each party hereto authorises its solicitor or any employee of that solicitor to make alterations to this Contract including the addition of annexures after execution by that party and before the date of this contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure so added shall form part of this contract as if same had been annexed at the time of execution.

EXERCISE OF RIGHTS TO RESCIND

- SC.57. If the Purchaser has a right to rescind given by a clause in this contract and it:-
- (a) Is not exercised within the period specified for its exercise, and if no period is specified, it must be exercised within 21 days of the Purchaser being given the document, matter or thing which gives rise to that right, it may not be exercised; or
 - (b) Is exercised by the Purchaser, the Purchaser may not make any other claim against the Vendor.

MULTIPLE OCCUPANCY

- SC.58. In the event that any allotment comprised in the subdivision of Lot 592 in 751743 has multiple occupancy rights either as specified in the Section 88B Instrument accompanying the plan of subdivision or otherwise consented to by the Vendor, then the Purchaser shall raise no objection, requisition or claim for compensation in respect thereof nor shall the Purchaser be entitled to lodge any objection to Council in respect of any such multiple occupancy rights on lodgement by any party of a Development Approval with Griffith City Council which involves multiple occupancy rights.

FOREIGN INVESTMENT REVIEW BOARD WARRANTY (FIRB)

- SC.59. The Purchaser warrants that the Purchaser is an Australian citizen or otherwise holds permanent residency in Australia and that no FIRB approval is necessary to be obtained in respect of the sale of the property.

EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS

- SC.60. (a) The Vendor discloses and the Purchaser is aware that all easements, restrictions on use and positive covenants that the Vendor may wish to create, enter into, make, grant, acquire or dispose of, may not have been created, entered into, made, granted, acquired or disposed of, as at the contract date.
- (b) The Vendor discloses and the Purchaser is aware that the Vendor may wish, either before or after the contract date, to vary any easements, restrictions on use or positive covenants.
- (c) The Vendor shall give notice to the Purchaser of any easement, restrictions on use and positive covenants to be created and the Purchaser shall raise no objection, requisition or claim for compensation in respect of the aforesaid matters.
- (d) Notwithstanding the above provisions of this Contract, if the creation of any of the easements, restrictions on use or positive covenants referred to above substantially and detrimentally affects the Purchaser's use and enjoyment of the property, the Purchaser may within twenty one (21) days of the Vendor notifying the Purchaser in writing of any such easement, restriction on use or positive covenant, rescind this Contract by serving a written notice on the Vendor and the provision of printed condition 19 herein shall apply.

STAGED DEVELOPMENT

- SC.61. (a) The Purchaser acknowledges and agrees that:-
- (i) The property may form part of a multi-stage estate;
 - (ii) further development of surrounding lots or stages may occur after Settlement;
 - (iii) dust, noise, vibration, nuisance or other inconvenience in relation to development of lots or development stages near the Property may be experienced by the Purchaser or its successors in titles; and
 - (iv) development works may involve the stockpiling of materials and use of heavy machinery on lots or development stages near the property, or necessitate changes to traffic conditions in or near the property.
- (b) The vendor may:-
- (i) complete all or part of the Development in stages or otherwise in a timeframe and to standards determined in its discretion;
 - (ii) remove trees and other vegetation on any lot in the Development;
 - (iii) sell, transfer or otherwise dispose of any part of the Development Site;
 - (iv) change any part of the title structure in the Development (ie. Establish community title other scheme) or use or authorise the use of any land in the Development site for medium or high density housing, childcare centres, schools and commercial and retail centres;
 - (v) reconfigure, increase or decrease the number of lots or the amount of open space, community facilities, roads, footpaths or other features in the Development site;
 - (vi) use or authorise use of any land in the Development site as a display home;
 - (vii) change the nature and type of property developed or sold, and the business and activities carried on, within the Development based on matters such as market demand and economic conditions;
 - (viii) change, withdraw or apply for further Council and other Authority approvals relating to the Development; or
 - (ix) change the Development in any other respect.
- (c) The Purchaser is not entitled to lodge any objection against, nor to make any Purchaser Claim including for any damages, loss, nuisance or inconvenience, arising out of any development works carried out before or after Settlement or the matter disclosed in this Special Condition.

CHANGES BEFORE REGISTRATION DATE

- SC.62. (a) the Vendor may change the Plan of Subdivision, including the number of lots the numbering of lots, dimensions, location of any lot and easements.
- (b) The Vendor may change any other attachment to this Contract and any other plan or instrument relating to the Development Site.
- (c) The Vendor may create further easement, covenants, restrictions on use and restrictions as to user, in addition to those set out in this Contract.
- (d) The Purchaser may rescind this Contract if the Vendor makes a change to the Plan of Subdivision that materially changes the location of the land or reduces by more than three percent (3%) the area of the land, or impedes the purchaser's ability to construct a dwelling on the land.

VENDOR'S AGENT

- SC.63.1 The Purchaser warrants that it has not been introduced to the Property through or by any agent other than the Vendor's agent all (if any) referred to in the front page of this Contract.
- 63.2 The Purchaser indemnifies the Vendor against any claim for commission, charges, costs or expenses in relation to the sale of the property caused by a breach of this warranty.

ASSIGNMENT OR NOVATION BY VENDOR

SC.64.1 Notice before settlement

This clause 64.1 applies if the Vendor gives the Purchaser a written notice that before completion, the Vendor intends to transfer to another person (New Party) the Vendor's interest in the property or all or any part of the Development Site.

64.2 The Purchaser agrees:-

- (a) to the Vendor assigning the Vendor's benefit under this Contract to the New Party;

- (b) to the Vendor novating the Vendors rights and obligations under this Contract to the New Party;
- (c) that any assignment or novation document may provide that the vendor is released from all its obligations under this Contract after the assignment or novation, and the Purchaser cannot make any Claim because of this.

64.3. Assignment or novation

1. This Clause 64.3 applies if the Vendor gives the Purchaser a written notice that the Vendor requires the Purchaser to enter into;
 - (a) a deed of assignment to assign the Vendor's benefit under this Contract to the New Party; or
 - (b) a deed of novation to novate the Vendors rights and obligations to the New Party.
2. The Vendor must bear the cost of preparing and stamping that deed of assignment or novation.
3. The Purchaser must:-
 - (a) execute that deed of assignment or novation, in form and substance satisfactory to the Vendor; and
 - (b) return that deed of assignment or novation to the Vendor within 5 business days after receiving it from the Vendor.

64.4. Acceptance of transfer from New Party

If an assignment or novation occurs under this clause 66, that at completion the Purchaser agrees to accept a transfer from the New party.

GUARANTEE

- SC.65. In the event that the Purchaser entity is a Corporation, then the Directors of such Corporation shall on the making of this Contract complete and execute this Contract as Guarantors and the provisions of SC.66 shall apply.

GUARANTEE AND INDEMNITY

- SC.66. 66.1 _____ and _____
being Directors of the Purchaser Corporation having requested the Vendor to enter into this Contract with the Purchaser hereby give the undermentioned Guarantee.
- 66.2 In this contract unless the contrary intention appears:
- (a) a reference to guarantor is a reference to all the persons named as guarantor jointly and each of them severally; and
 - (b) an agreement, representation, warranty or indemnity on the part of the guarantor binds the persons named as guarantor jointly and each of them severally.
- 66.3 The guarantor gives this guarantee and indemnity in consideration of the vendor agreeing to enter into this contract the guarantor acknowledges valuable consideration received from the vendor for the guarantor incurring obligations and giving rights under this guarantee and indemnity.
- 66.4 The guarantor unconditionally and irrevocably guarantees to the vendor payment of the Guaranteed Money and the due and punctual performance by the purchaser of the Guaranteed Obligations.
- 66.5 If the purchaser does not pay the Guaranteed Money on time and in accordance with the terms of this contract, then the guarantor agrees to pay the Guaranteed Money to the vendor on demand from the vendor (whether or not demand has been made on the purchaser). A demand can be made at any time.
- 66.6 If the purchaser does not duly and punctually perform the Guaranteed Obligations in accordance with the terms of the document under which they are to be performed then the guarantor agrees to perform the Guaranteed Obligations on demand from the vendor (whether or not demand has been made on the purchaser). A demand can be made at any time.
- 66.7 As a separate undertaking, the guarantor indemnifies the vendor against all liability or loss arising from, and any costs, charges or expenses incurred in connection with:
- (a) the Guaranteed Money not being recoverable from the guarantor or from the purchaser; and

- (b) the Guaranteed Obligations not being duly and punctually performed because of any circumstance whatever.

- 66.8 The guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all the Guaranteed Obligations. The guarantor waives any right it has of first requiring the vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the purchaser or any other person before claiming from the guarantor under this guarantee and indemnity.
- 66.9 The liabilities of the guarantor under this guarantee and indemnity as a guarantor, indemnifier or principal debtor and the rights of the vendor under this guarantee and indemnity are not affected by anything that might otherwise affect them at law or in equity including one or more of the following:
- (a) the vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the purchaser;
 - (b) acquiescence, delay, acts, omissions or mistakes on the part of the vendor; or
 - (c) any variation or novation of a right of the vendor, or alteration of this contract or document, in respect of the purchaser.
- 66.10 As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the Guaranteed Obligations or any of them remain unperformed, the guarantor cannot, without the consent of the vendor:
- (a) make a claim or enforce a right (including a mortgage, charge or other encumbrance) against the purchaser or its property; or
 - (b) prove in competition with the Vendor if a liquidator, provisional liquidator or trustee in bankruptcy is appointed in respect of the purchaser or the purchaser is otherwise unable to pay its debts when they fall due.
- 66.11 The guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

66.12 The guarantor agrees to pay interest at rate of 9% per annum on any amount under this guarantee and indemnity which is not paid on the due date for payment and is not otherwise incurring interest. The interest accrues daily from and including the due date to and including the date of actual payment and is calculated on actual days elapsed and a year of 365 days. This guarantor agrees to pay this amount on demand from the vendor.

66.13 In this clause:-

- (a) **'Guaranteed obligations'** means the full and prompt payment when due of the purchase monies under this Contract, together with all the other obligations, indebtedness and liabilities arising out of or in connection with this Contract and the due performance and compliance by the Purchaser with all the terms and conditions contained in this Contract.
- (b) **'Guaranteed monies'** means all monies and liabilities whenever and however incurred, owing by the Purchaser to the Vendor under this Contract together with all interest, if any on such monies to the date on which the Vendor receives payment.

66.14 This **clause 66** is an essential term of this contract. These additional clauses shall prevail.

DISCLOSURE STATEMENT

SC.67. By way of disclosure the Vendor annexes a "Disclosure Statement - Off the Plan Contracts" and the Purchaser shall raise no objection, requisition or claim for compensation in respect of any matter, cause or thing disclosed therein.

AMENDMENTS TO THE PRINTED CLAUSES

SC.68. The vendor and the purchaser agree that the provisions of the printed form of contract are amended as follows:

Amended Clause	Amendment Details
Clause 2	Clause 2.1: insert after the word " <i>deposit</i> " in the first line the words " <i>or any other monies</i> "
Clause 3.1	Delete the clause and replace with: "3.1 <i>This clause applies if the vendor has accepted a deposit- bond for the deposit (or part of it)</i> "

- Clause 4.1 Delete the clause and replace with:
- "The purchaser must serve no later than 5 business days after the date the vendor serves the purchaser a notice of registration of the plan of subdivision:*
- 4.1.1 *the form of transfer; and*
- 4.1.2 *particulars required to register any mortgage or other dealings to be lodged with the transfer by the purchaser or purchaser's mortgagee."*
- Clause 5.2.2 substituting *"5 business days after the day on which the vendor notifies the purchaser that the plan of subdivision has been registered"* in place of *"21 days after the later of the contract date and that service"*.
- Clause 7.1.1 Delete the clause.
- Clause 7.1.3 Substituting *"7 days"* in place of *"14 days"*
- Clause 7.2.1 substituting *"\$100.00"* in place of *"10% of the price"*.
- Clause 7.2.4 Delete the words:
"and cost of the purchaser"
- Clause 8.1.1 Delete the words:
"On reasonably good grounds"
- Clause 8.1.2 Delete the words:
"and those grounds"
- Clause 8.1.3 Substituting *"5 business days"* in place of *"14 days"*
- Clause 10 add the following sub- clause *"10.4 for the purpose of this clause 10 the vendor discloses all the material appearing in the copy of documents attached to this contract whether or not specified in page three of the contract"*.
- Clause 16.5 Delete the words:
"Plus, another 20% of that fee".

- Clause 16.6 Delete the Clause.
- Clause 19 Insert the following additional clause:
"19.3 despite clause 19.2.3, the purchaser's only remedy for a breach of warranty prescribed by the conveyancing (sale of land) Regulation 2017 is the remedy prescribed by that regulation".
- Clause 20.6.5 Delete the clause and replace it with:
"Served if this is sent by fax or email to the party's solicitor, its is taken to be served at the time indicated on the transmission report produced by the senders fax machine or email server indicating that the fax or email was sent in its entirety to the recipient's fax or email address but:
- (a) *if it is received after 5 PM in the place it is received, the it is taken to be served at 9AM on the next business day and*
- (b) *if it is received on a day which is not a business day in the place it is received, then it is taken to be served at 9 AM on the next business day*
- Clause 29 Delete the clause

INTERPRETATION

- SC.69. The following rules of interpretation apply unless the context requires otherwise:
- (a) the singular includes the plural and conversely;
- (b) a gender includes all genders
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a person includes a body corporate, an unincorporated body and conversely

- (e) a clause refers to a clause of the standard printed form of contract for the sale of land – 2005 edition or of these additional clauses;
- (f) a reference to any party to this contract or any other agreement or document includes that party's successors and permitted assigns;
- (g) headings are for convenience and do not affect the interpretation;
- (h) a reference to any agreement or document is a reference to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this contract;
- (i) a reference to any legislation or any provision of any legislation includes any modification or re-enactment of it, any legislative provisions substituted for it and all regulations and statutory instruments issued under it;
- (j) a reference to a right or obligation of any two or more persons confers that right and imposes that obligation, as the case may be, jointly and severally;
- (k) a reference to conduct includes any omission, statement or undertaking whether or not in writing;

"include" or "including" are not words of limitation; and in the event of any inconsistency between these additional clauses and the clauses.

Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919

VENDOR	COLLINA 10 PTY LTD (ACN 627 309 200) AS TRUSTEE FOR COLLINA 10 UNIT TRUST		
PROPERTY	Lot * "Clifton Gardens" Part 686 Clifton Boulevard, Griffith NSW 2680		
TITLE STRUCTURE			
Will the lot be a lot in a strata scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type:		
DETAILS			
Completion	<input checked="" type="checkbox"/> Stage 1 31.12.2020 <input type="checkbox"/> Stage 2 <input type="checkbox"/> Stage 3 <input type="checkbox"/> Stage 4		Refer to clause(s): SC.39
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Refer to clause(s): SC.43(d)
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Penalty interest of 9% see SC.51
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	223/2018
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details:	Griffith City Council
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	SC.45
ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)			
The following prescribed documents are included in this disclosure statement (<i>select all that apply</i>).			
<input checked="" type="checkbox"/> draft plan	<input type="checkbox"/> draft community / precinct / neighbourhood / management statement		
<input checked="" type="checkbox"/> s88B instrument proposed to be lodged with draft plan	<input type="checkbox"/> draft community / precinct / neighbourhood / development		
<input type="checkbox"/> proposed schedule of finishes	<input type="checkbox"/> draft strata management statement		
<input type="checkbox"/> draft strata by-laws	<input type="checkbox"/> draft building management statement		



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 592/751743

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
16/3/2020	11:25 AM	9	3/12/2018

LAND

LOT 592 IN DEPOSITED PLAN 751743
AT BEELBANGERA
LOCAL GOVERNMENT AREA GRIFFITH
PARISH OF WYANGAN COUNTY OF COOPER
(FORMERLY KNOWN AS PORTION 592)
TITLE DIAGRAM CROWN PLAN 7116.1804

FIRST SCHEDULE

COLLINA 10 PTY LTD (T AN904274)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000A
- 2 EXCEPTING ANY ROADS AND RESUMED LAND
- 3 SUBJECT TO THE CONDITIONS CONTAINED IN THE GOVERNMENT GAZETTE DATED 15.12.1922, 25.1.1929 AND 4.11.1960
- 4 SUBJECT TO PAYMENT OF RATES AND CHARGES FOR WATER UNDER THE IRRIGATION ACT, 1912
- 5 DP1001586 EASEMENT TO DRAIN SEWAGE 5 METRES WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1001586
- 6 DP1083637 EASEMENT FOR ELECTRICITY PURPOSES 5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1083637
- 7 AN904275 MORTGAGE TO DENNIS FRANK MARANDO, MARIA MARANDO, JOSEPH PERRE & FRANCESCA MARIA PERRE

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 16/3/2020



MEMORANDUM

S700000^A

OFFICE USE ONLY

	of	
\$ No Fee		

insert name of relevant bank, building society, or other mortgagee, lessor, firm etc.

insert nature of document which will refer to this memorandum.

to be signed by the authorised officer or the lessor, mortgagee, charges etc.

insert all to be numbered consecutively and numbered 1.

On behalf of the Registrar General I certify that this memorandum (comprising one page(s)), contains the provisions which are deemed to be incorporated in such the reservations, exceptions and provision which are deemed to be set out at length in such folios of the Register as refer to this memorandum.

[Signature] Signature of Authorised Officer

1. The reservations and exception to the Crown of:-

- (a) all minerals which the said land contains.
- (b) all such parts and so much of the land as may thereafter be required for public ways in over and through the same by the Crown with full power for the Crown and such person or persons as shall be duly authorised in that behalf to make and conduct all such public ways and the right of full and free ingress egress and regress into out of and upon the land for the purpose aforesaid.

STANDARD ORIGINAL QUALITY PAPER ETC. DESCRIBED BY REGULATION 4, ALL PROPERTY REGULATIONS, SHOULD BE MENTIONED IN IT LOAN AND IN IT ANNEXALS.

BE COMPLETED BY LODGING PARTY

fill the name, full address of current lodger, telephone number and delivery number.

LODGED BY REGISTRAR GENERAL

Delivery Box Number

Filed in the Office of the REGISTRAR GENERAL on 16/9/1981.

[Signature] Registrar General



Ref: /Src:U

PLAN FORM 1

SHOWING SIZES AND STANDARDS of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive easements.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, IT IS INTENDED TO CREATE; LEASEMENT TO DRAIN SEWAGE 5 WIDE.

Signed at Sydney the 19th day of March 1999 for Commercial Bank of Australia A.C.N. 123 123 124 by its duly appointed Attorney under Power of Attorney Book 4049 No. 521.
 WITNESSES
 DARRIN JOHN WISSAM

Crown Lands Office Approval
 PLAN APPROVED
 Land District
 Paper No.
 Field Book

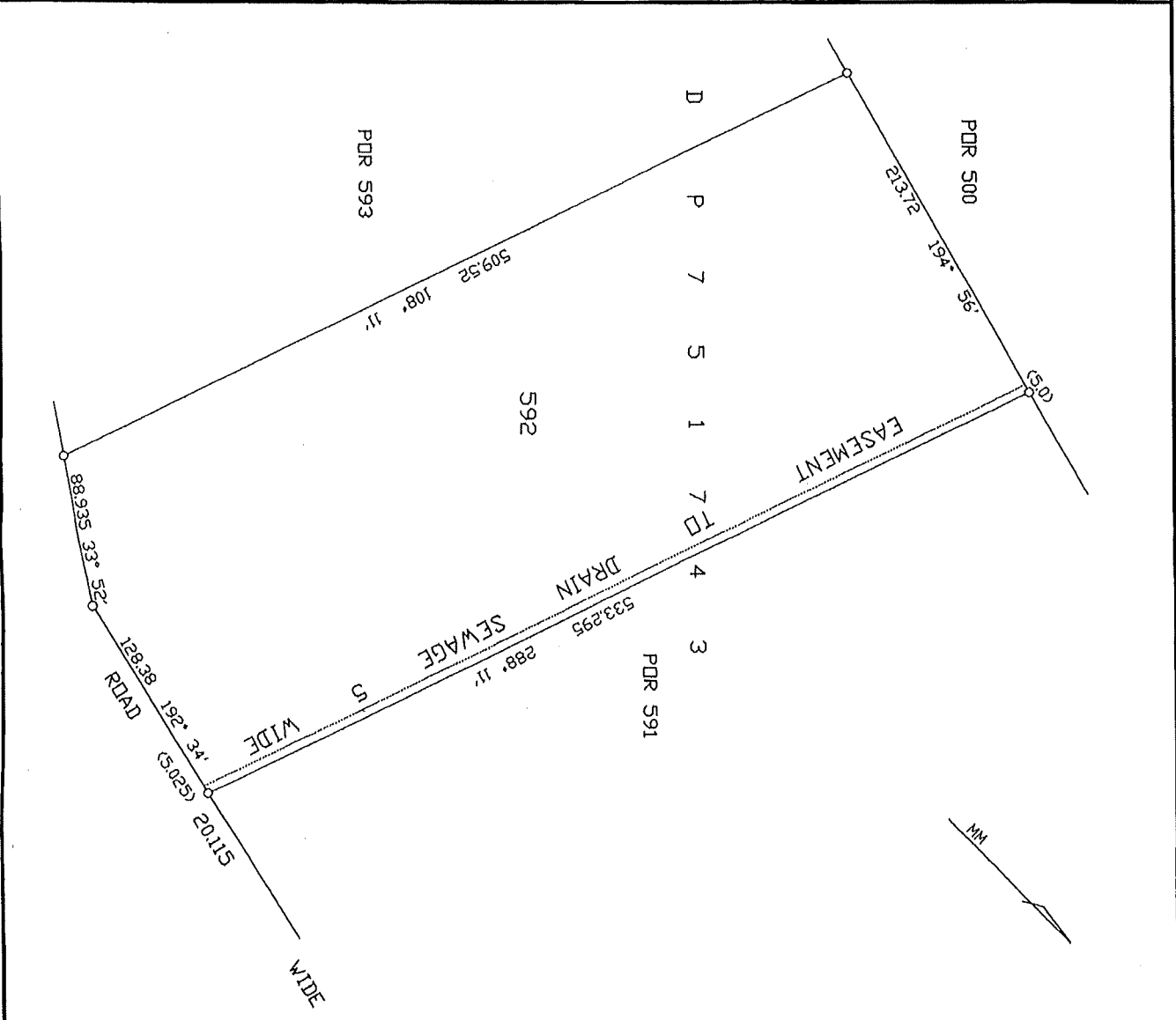
Council's Certificate
 I hereby certify that:
 (a) the requirements of the Local Government Act 1995 (other than the requirements for the registration of plans) and the provisions of the Local Government (Planning and Development) Act 1996 have been complied with in respect of the proposed EASEMENT
 Plan: see plan, Schedule or Compendium A77 set out herein

Submission No.
 Date 26th MARCH 1999
 Signature
 General Manager/Authorised Person
 Council File No.

This part of certificate is to be deleted when the intention to create a public road or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive easements has been approved by the Council and the Minister. Delete if inapplicable.

DRAWING'S REFERENCE PLAN NO. PLAN NO.

Plan Drawing only to appear in this space



10: 20: 30: 40: 50: 60: 70: 80: 90: 100: 110: 120: 130: 140: 150: 160: 170: 180: 190: Table of mm

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1001586

Registered: 18-5-1999

CA: TORRENS

Title System: TORRENS

Purpose: EASEMENT

Ref. Map: K1000-2, PARISH #

Last Plan: C7116, 1804

PLAN OF EASEMENT TO DRAIN SEWAGE 5 WIDE

Lengths are in metres. Reduction Ratio 1:2500

LEA GRIFFITH

Locality: BEELBANGERA

Parish: WYANGAN

County: COPPER (73)

Plans used in preparation of survey/compilation.

C7115-1804
 C7116

Surveying Certificate
 Surveyor (Practice) Regulation 1996
 1. DAN KENNEDY
 of DLWC DRANGE 2800

I, DAN KENNEDY, a surveyor registered under the Surveyors Act 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey (Practice) Regulation 1996 and was completed on 25/3/98.
 The survey notes to HAS BEEN COMPLETED.

Return Line: Signature
 Surveyor registered under the Surveyor Act 1929

Zone: Suburban/Country

LY * X

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS
ON THE USE OF THE LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT 1919.**

Lengths are in meters

(Sheet 1 of 1 sheets)

Plan: **D.P. 1001586**

Subdivision covered by Council Clerk's
Certificate No of 1998

Full name and address of
Proprietors of land

PART 1

1. Identity of easement secondly
referred to in abovementioned
plan:

Easement to drain sewage 5 wide

Schedule of Lots and Authorities affected

Lots Burdened

Lots and Authorities Benefited

592 (DP751743)

500,528 (DP751743)
Griffith City Council

PART 2

1. Terms of Easement Firstly Referred to in Abovementioned Plan

As provided in Schedule VIII of the Conveyancing Act 1919

2. Name of Authority empowered to release vary or modify easement to drain sewage 5 wide referred to
in above mentioned plan:

The Griffith City Council

Approved by the Griffith City Council

M. McE...
.....
General Manager

Signed in my presence by /

Registered Proprietor

Signature of Witness:

Name of Witness:

Address & Occupation
Of witness:

JOAN MARTIN
.....
GRACE M. L...
.....
COUNCILOR

SIGNED IN MY PRESENCE BY

.....
DARREN JOHN WISSAM
.....
MANAGER SETTLEMENTS
.....
of the Commonwealth Bank of Australia,
the duly constituted Attorney of the said
bank who is personally known to me,

COMMONWEALTH BANK OF AUSTRALIA by its attorney
who is **MANAGER SETTLEMENTS**,
for the time being at Sydney and who is the attorney
mentioned and referred to in Power of Attorney registered
in the LAND TITLES OFFICE Book 4049 No. 321.

Darren John Wissam
DARREN JOHN WISSAM

N. DWYER
16-24 Esme St, Burwood

REC-5-1999
5-1999

PLAN FORM 2A
 SIGNATURE AND SEALS ONLY

Special Agent in Charge
 J. A. Smith
 150 George St Parramatta
 NSW 2150
 BEN SMITH
 NICK DEH

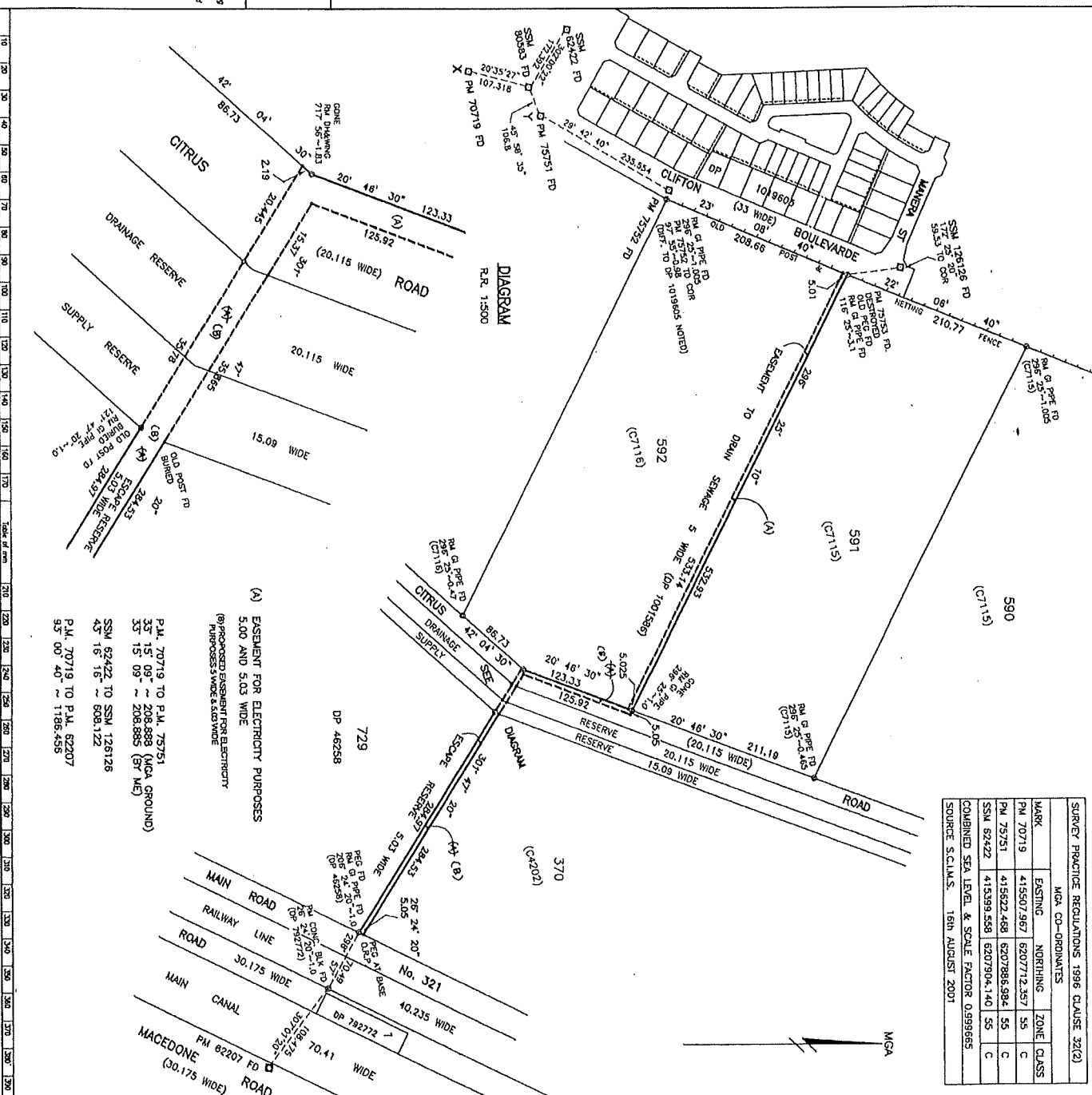
Crown Lands Office Approval
 PLM Approved: [Signature]
 Lead District: [Signature]
 Field Book: [Signature]

Subdivision Certificate
 I hereby certify that the provisions of s.10(1) of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed 'Part' Subdivision of the land shown in the attached map and that the subdivision is in accordance with s.22(1) of the Environmental Planning and Assessment Act 1979.
 Authorised Person/Principal Planner/Consent Officer
 Date of endorsement: [Signature]
 Authorisation as: [Signature]
 Subdivision Certificate no: [Signature]
 File no: [Signature]

Surveyor's Reference: RP 8966

Plan Drawing only to appear in this space

SURVEY PRACTICE REGULATIONS 1996 CLAUSE 32(2)			
MGA CO-ORDINATES			
MARK	EXISTING	NORTHING	ZONE CLASS
PM 70719	415507.957	6207712.357	S5 C
PM 75751	415522.458	6207885.984	S5 C
SSM 82422	415399.458	6207904.140	S5 C
COMBINED SEA LEVEL & SCALE FACTOR 0.999565			
SOURCE S.C.I.M.S. 16th AUGUST 2001			



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1083637

Registered
 The System: TORRENS & CROWN LAND
 Purpose: EASEMENT

Ref Map: MRR004 IRRIGATION SHT# K1000-2#
 Last Plan: 7116.1804

PLAN OF EASEMENT FOR ELECTRICITY PURPOSES OVER LAND VESTED PURSUANT TO SECTION 78 OF THE IRRIGATION CORPORATION ACT 1994, CITRUS ROAD & LOT 592 D.P. 751743
 Lengths are in metres. Reduction Ratio 1:3000

L G A GRIFFITH
 Suburb/Locality: BELDINGBERRA
 Parish: WYANGON
 County: COOPER
 This is sheet 1 of my plan in [blank] streets.
 (where it applies)

Surveyors (Practice) Registration 2001
 L. ADAM, D. DAVEN, L. HARRISON
 I, ADAM, DAVEN, HARRISON & LINDSAY
 152, REGENT STREET, SYDNEY NSW 2000
 I hereby certify that the survey represented in this plan is accurate and that the same has been made in accordance with the provisions of the Survey Act 1981.
 The survey relates to Land Bounded by THE EASEMENT shown in the plan that is not the subject of the survey.
 Dated this 27th day of [blank] 2001
 Adam, Daven, Harrison & Lindsay
 Surveyors (Registration No. 0046/27/11/01)
 The surveyors Act 1981

Plans used in preparation of survey/complexion:
 DP 792772
 DP 46258
 DP 1019605
 C7115
 C7116

IF IS INTENDED, PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, TO CREATE EASEMENT FOR ELECTRICITY PURPOSES 3.00 M-5.00 M WIDE

**INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE
CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 1 of 1 sheets)

DP1083637

Plan of Easement for Electricity Purposes over
Lot 592 Deposited Plan 751743 Parish of
Wyangan

Full name and address of the owner
of the land:

John Agostino 13 Gibbs Street, Griffith in the
State of New South Wales

Part 1 (Creation)

Number of Item shown in the intention panel on the plan	Identity of easement	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Electricity Purposes 5 and 5.03 wide	592	Country Energy

Part 2 (Terms)

Terms of Easement for Electricity Supply referred to in the abovementioned Plan

Easement for underground powerlines in accordance with PART B of Registered Memorandum AA26009J

SIGNED BY JOHN AGOSTINO in the
presence of:)

J. Agostino

Ben Smith
Signature of Witness

TONY DEL GIGANTE SOLICITOR
Name and Address of Witness 93 YAMBIL ST
(BLOCK LETTERS) GRIFFITH NSW.

Signed at Sydney the 11th day of
March 2005 For Commonwealth
Bank of Australia ABN 48 123 123 124 by its
duly appointed Attorney under Power of
Attorney Book 4297 No 297

Witness

Ben Smith
BEN SMITH

150 George St Parramatta

Nick CEH
NICK CEH

PPM_10770_19.DOC



Water Conservation and Irrigation Commission,
Sydney, 15th December, 1923.

NOTIFICATION OF THE SETTING APART OF CROWN LANDS WITHIN MIRRROOL No. 1 AND MIRRROOL No. 2 IRRIGATION AREAS, UNDER THE RETURNED SOLDIERS SETTLEMENT ACT, 1916, TO BE DISPOSED OF UNDER THE CROWN LANDS CONSOLIDATION ACT, 1913, AS IRRIGATION FARMS TO DISCHARGED SOLDIERS EXCLUSIVELY.

In pursuance of the provisions of the Crown Lands Consolidation Act, 1913, and the Irrigation Act, 1916, and the Returned Soldiers Settlement (Amendment) Act, 1918, and the Returned Soldiers Settlement (Amendment) Act, 1919, and the Returned Soldiers Settlement (Amendment) Act, 1921, and the Returned Soldiers Settlement (Amendment) Act, 1922, I, the Minister for Agriculture, do hereby set apart the lands described in the Schedule hereto for disposal as irrigation farms to discharged soldiers exclusively; and I declare, by this notification, to be published in the Government Gazette, that the particulars set out in the Schedule are the particulars required by the said Crown Lands Consolidation Act, 1913, to be so published.

FRANK A. CHAFFERY, Minister for Agriculture.

SCHEDULE.

MIRRROOL No. 1 AND MIRRROOL No. 2 IRRIGATION AREAS.

The lands will be available for irrigation farms to discharged soldiers exclusively on and after 8th JANUARY, 1923.

Any discharged soldier of or over the age of sixteen, or two or more such persons jointly may apply for any farm.

An application for an irrigation farm shall be on Form 3, under the Returned Soldiers Settlement Act, 1916, and must be accompanied by a deposit of £5 (which may be applied to payment of rent). The survey fee shall (unless the lessee desires to pay sooner) be paid in ten equal yearly instalments, the first of which shall be paid on or before the 30th June next following the date on which the lease is granted, and the remaining instalments paid on or before the 30th June in each year, with interest at the rate of 5 per cent. per annum on the amount unpaid.

The value of the Crown improvements shall be paid in full on or before the 30th June or 31st December, whichever of these dates first follows the date of service of notification by the Commission to the occupier of the grant of the lease, together with interest, in each case, calculated from the date of such notification to the date of payment, such interest to be in accordance with the Returned Soldiers Settlement Act, 1916, in respect of an amount not exceeding £225, and at the rate of six and one-half per cent. per annum in respect of any further amount.

The application shall be signed and the declaration—printed on the said Form—shall be made by the applicant or joint applicants.

An application for a farm shall be lodged with the Water Conservation and Irrigation Commission at Griffith, by the applicant in person, or by his agent in person duly authorised for the purpose in writing, during office hours on 8th January, 1923, or during office hours on any subsequent business day; or may be forwarded on any day to this said Commission at Griffith, in a posted letter, but so as not to be received by the Commission before the 8th January, 1923.

Applications received on any day from 8th to 13th January, 1923, inclusive, where conflicting, will be treated as simultaneous.

The application must be accompanied by a qualification certificate on Form 2, under the Returned Soldiers Settlement Act, 1916, or a copy thereof.

The irrigation farms shall be subject to the general provisions of the Crown Lands Consolidation Act, 1913, the Barron Jack Dam and Murrumbidgee Canal Construction Act, 1906, the Murrumbidgee Irrigation Act, 1910, the Murrumbidgee Irrigation Act, 1912, the Returned Soldiers Settlement Act, 1916, and any Acts amending the same, and to the following special conditions, in addition to the particulars and provisions contained in any Proclamation constituting the said irrigation area:—

1. The Water Conservation and Irrigation Commission (hereinafter called the Commission) shall not be liable for any damage sustained by the lessee to the farm leased to him or to any property thereon by subsidence, reflux, flood, seepage, or overflow which may from time to time, or at any time during the term of the lease, be caused by or arise out of the construction, maintenance, and use of any works constructed or to be constructed under the Barron Jack Dam and Murrumbidgee Canal Construction Act, 1906, the Murrumbidgee Irrigation Act, 1910, or the Irrigation Act, 1912, and any amendments to same, for the construction, distribution, and drainage of water, or from the said works being either wholly or in part destroyed by fire, storm, tempest, or other accident, nor shall there be any abatement of rent in consequence of such damage.
2. The lessee shall, within six months after the date of granting, fence the boundaries of his farm. Provided, however, that the Commission may, in writing, exempt the lessee from fencing any boundary of his farm, or part thereof, or the sides of any road or reserve intersecting his farm, for such period, and subject to such conditions as it may determine; Provided also that if at any time any fencing on a farm be of a class or material not approved of by the Commission, the lessee shall erect fences of such class and material and within such time as the Commission may direct in a written notification to him. The lessee shall, throughout the currency of the lease maintain in good and substantial repair all fencing erected in pursuance of this condition.
3. The lessee shall, within twelve months after notification by the Commission, plant along such boundaries of his farm, or in such positions as may be directed in such notification, or subject to the approval of the Commission, and also to the approval of any person, body, or authority whose approval may be necessary, along the roads or reserves adjoining his farm, trees of such variety and of such number as may be prescribed for windbreaks, and shall replace any such trees which may die with fresh trees of a like variety; Provided that the Commission in its discretion may in any case and subject to such conditions as it may impose, either wholly or partially, exempt the lessee from compliance with the above conditions, or may postpone observance by the lessee of the said conditions.
4. No building shall be erected, nor shall the erection of any building be commenced on any farm without the approval of the Commission, in writing, to the design, specifications, and position thereof being first had and obtained.

Where a building is erected on a farm leased to a discharged soldier, the lessee shall be liable to the Commission for recovering the same by action or otherwise.

subject to such conditions as it may impose, either wholly or partially, except the lessee from compliance with the above conditions, or may postpone observance by the lessee of the said condition.

4. No building shall be erected nor shall the erection of any building be commenced on any farm without the approval of the Commission, in writing, to the design, specifications, and position thereof being first had and obtained.

5. The lessee shall, at his own expense, erect and maintain a fence of such height and material as may be determined by the Commission, in writing, to the design, specifications, and position thereof being first had and obtained.

6. The lessee shall, at his own expense, erect and maintain a fence of such height and material as may be determined by the Commission, in writing, to the design, specifications, and position thereof being first had and obtained.

7. The lessee shall, at his own expense, erect and maintain a fence of such height and material as may be determined by the Commission, in writing, to the design, specifications, and position thereof being first had and obtained.

8. The lessee shall, at his own expense, erect and maintain a fence of such height and material as may be determined by the Commission, in writing, to the design, specifications, and position thereof being first had and obtained.

9. The lessee shall, at his own expense, erect and maintain a fence of such height and material as may be determined by the Commission, in writing, to the design, specifications, and position thereof being first had and obtained.

10. The lessee shall, at his own expense, erect and maintain a fence of such height and material as may be determined by the Commission, in writing, to the design, specifications, and position thereof being first had and obtained.

11. The lessee shall, at his own expense, erect and maintain a fence of such height and material as may be determined by the Commission, in writing, to the design, specifications, and position thereof being first had and obtained.

12. The lessee shall, at his own expense, erect and maintain a fence of such height and material as may be determined by the Commission, in writing, to the design, specifications, and position thereof being first had and obtained.

13. The lessee shall, at his own expense, erect and maintain a fence of such height and material as may be determined by the Commission, in writing, to the design, specifications, and position thereof being first had and obtained.

14. The lessee shall, at his own expense, erect and maintain a fence of such height and material as may be determined by the Commission, in writing, to the design, specifications, and position thereof being first had and obtained.

15. The lessee shall, at his own expense, erect and maintain a fence of such height and material as may be determined by the Commission, in writing, to the design, specifications, and position thereof being first had and obtained.

16. The lessee shall, at his own expense, erect and maintain a fence of such height and material as may be determined by the Commission, in writing, to the design, specifications, and position thereof being first had and obtained.

17. The lessee shall, at his own expense, erect and maintain a fence of such height and material as may be determined by the Commission, in writing, to the design, specifications, and position thereof being first had and obtained.

18. The lessee shall, at his own expense, erect and maintain a fence of such height and material as may be determined by the Commission, in writing, to the design, specifications, and position thereof being first had and obtained.

19. Any conditions imposed or directions given by the Commission in pursuance of the foregoing Special Conditions shall also be conditions attaching to the lease, and any non-performance or breach thereof shall render the lease liable to be forfeited.

The annual rent shall be paid on or before the 30th day of June in each year, and shall commence from the date of service of notification by the Commission to the occupier of the granting of the lease the first payment thereof to be made on or before the 30th day of June next following the date of such service for the broken period from the latter date.

The water rates shall commence to be payable from the date of notification by the Commission to the occupier that water is available (subject to the Regulations of the Commission) and shall be paid on or before the 30th day of June and the 31st day of December in each year, not in advance, the first payment to be made on or before the 30th day of June next following the date of the said notification.

The rate fixed for any water rights may at any time, if deemed expedient, be altered by notification in the Government Gazette.

On application by any occupier of a farm the Commission may allow him additional water rights from time to time. The charge for these additional water rights may, however, be higher than the rate charged for the fixed water right, as set out in the Schedule hereunder.

The Commission may, subject to such conditions as it may deem fit to impose, suspend the payment by any occupier of any money due or owing, or to become due or owing, to the Crown or the Commission on any account whatsoever.

The title to an irrigation farm is a lease in perpetuity. The irrigation farm may not be transferred, except by way of mortgage, until a period of five years of the condition of residence has been performed, unless the Commission is satisfied that the lease is compelled by adverse circumstances to leave the holding.

After the expiration of five years from the granting of application, a grant of the farm will issue, provided all required conditions have then been complied with. Such grant will be subject to the conditions attaching to the perpetual lease, which include, inter alia, provisions for perpetual payment of rent and performance of perpetual residence.

Applications must be made in good faith, that is to say, the sole object of the applicant in making the application must be to obtain the land in order that he may hold and use it for his own exclusive benefit according to law. If an application is made otherwise than in accordance with the provisions of the Crown Lands Consolidation Act, 1913, the monies accompanying such application are liable to be forfeited to the Crown.

None of the provisions of the Country Towns Water and Sewerage Acts, 1850-1905, or of the Local Government Act, 1906, or of any Act amending same, applies within an irrigation area.

Application forms and full particulars may be obtained at the Offices of the Water Conservator and Irrigation Commission, at Sydney, Leeton, and Griffith.

[W.O. & I.C. 1922-6789; M.I.S. 1922-C.7514.]

NOTIFICATION OF THE SETTING APART OF CROWN LANDS FOR IRRIGATION FARMS—continued.

Section No.	Farm No.	Position	Parish	County	Total Area	Capital Value for first period of 25 years.			Annual Rental for first period of 25 years.	Annual Water Rate for line for line	Gross Improvements.	Survey Fee.	Minimum Deposit 25 which may be made in amount of Bond.	Land considered to be suitable for—	Plan.
						£	s	d.							
1654	377	Wyangan	Cooper	10 2 30	785	10	8	10	12	10	11	5	10	0	
1655	428	do	do	10 2 30	774	18	11	19	7	6	11	5	10	0	
1656	376	do	do	25 0 0	1,430	0	0	35	15	0	26	13	0	0	Horticulture (about 3 acres not commanded by water).
1657	875	do	do	26 0 0	1,960	0	0	48	15	0	26	13	0	0	do
1658	874	do	do	26 0 0	1,960	0	0	48	15	0	26	13	0	0	Horticulture
1659	371	do	do	25 0 10	1,253	2	6	31	6	7	25	12	10	0	do
1664	370	do	do	27 3 10	1,890	12	6	34	15	4	28	14	0	0	do
1665	369	do	do	26 2 0	1,325	0	0	33	2	6	26	13	0	0	Horticulture (about 1 acre not commanded by water).
1666	308	do	do	27 2 0	1,375	0	0	34	7	5	27	13	10	0	Horticulture
1667	907	Jondaryan	do	27 2 0	1,471	5	0	38	15	8	27	13	10	0	do
1668	906	do	do	27 2 0	1,567	10	0	39	3	9	27	13	10	0	do
1669	905	do	do	23 1 20	1,617	7	6	40	8	9	28	14	0	0	do
1670	904	do	do	23 0 0	1,746	0	0	43	8	0	23	14	0	0	do
1691	903	do	do	29 0 0	1,735	0	0	43	8	0	29	14	0	0	do
1692	902	do	do	23 0 0	1,736	0	0	43	8	0	28	14	0	0	do
1693	901	do	do	29 2 0	1,824	0	0	45	12	0	28	14	0	0	do
1694	900	do	do	27 3 0	1,559	5	0	46	9	8	26	13	0	0	Horticulture (about 2 acres not commanded by water).
1695	899	do	do	27 1 0	1,934	15	0	46	7	4	27	13	10	0	Horticulture (about 2 acres not commanded by water).
1696	898	do	do	29 0 10	2,150	13	6	53	15	4	28	14	0	0	Horticulture (about 1 acre not commanded by water).

MIRROOL No. 1 IRRIGATION AREA.

NOTIFICATION OF THE SETTING APART OF CROWN LANDS FOR IRRIGATION FARMS—continued.

Section No.	Position	Parish	County	Total Area	Capital Value for first period of 25 years.	Annual Rental for first period of 25 years.	Annual Water Rate for line for line	Gross Improvements.	Survey Fee.	Minimum Deposit 25 which may be applied	Land considered to be suitable for—	Plan.				
1697	897	do	do	29 0 10	2,150	13	6	53	15	4	28	14	0	0	Horticulture (about 2 acres not commanded by water).	C. 4,206
1698	896	do	do	27 3 0	1,559	5	0	46	9	8	26	13	0	0	Horticulture (about 2 acres not commanded by water).	C. 4,206
1699	895	do	do	27 1 0	1,934	15	0	46	7	4	27	13	10	0	Horticulture (about 2 acres not commanded by water).	C. 4,203
1700	894	do	do	29 0 10	2,150	13	6	53	15	4	28	14	0	0	Horticulture (about 1 acre not commanded by water).	C. 4,205

Farm No.	Portion No.	Estate.	County.	Total Area.	Capital Value for first period of 25 years.	Annual Rental for period of 25 years.	Acres.	Annual Water Rate for 1910-11.	Orchard Improvements.	Value.	Survey Fee.	Mileage Deposit £5 (which may be applied to payment of Rent).	Land considered to be suitable for—	Plan.
1688	901	do	do	28 2 0	1,854 0 0	45 12 0	28 14 0	0	orchard.	491 0 6	5 0 0	5 0 0	do	C. 4,306
1689	900	do	do	27 8 0	1,569 5 0	46 9 8	26 13 0	0	do	479 13 11	5 0 0	5 0 0	Horticulture (about 3 acres not commanded by water).	O. 4,306
1690	899	do	do	27 1 0	1,934	48 7 4	27 13 10	0	Building, fencing, tank, 471 7 3	471 7 3	5 0 0	5 0 0	Horticulture (about 1 acre not commanded by water).	O. 4,305
1691	898	do	do	26 0 10	1,012	33 15 0	26 13 0	0	Clearing and ploughing.	489 10 0	5 0 0	5 0 0	do	O. 4,305
MIRROOL No. 1 IRRIGATION AREA—continued.														
1812	145	Wyangah	Cooper	139 0 0	2,293 10 0	57 6 9	80 30 0	0	*Excavated tank...	15 0 0	8 0 0	5 0 0	Dairying (about 13 acres not com- manded by water).	C. 4,315-1,804.
189	192	do	do	177 3 0	2,369 12 6	59 19 10	80 30 0	0	*NIL	...	9 5 8	5 0 0	Dairying (about 75 acres not com- manded by water).	C. 4,317
189	192	do	do	178 0 0	3,114 0 0	77 17 0	80 30 0	0	*NIL	...	9 6 8	5 0 0	Dairying (about 6 acres not com- manded by water).	C. 4,318
1892	194	do	do	26 2 10	1,726 11 3	43 3 4	27 13 10	0	*Clearing...	89 15 0	5 0 0	5 0 0	Horticulture	C. 4,301
1893	195	do	do	28 0 20	1,688 2 6	42 9 1	28 13 0	0	do	39 0 0	5 0 0	5 0 0	do	C. 4,301
1894	196	do	do	27 1 20	1,752 0 0	43 16 0	27 13 10	0	do	40 17 6	5 0 0	5 0 0	Horticulture (about 1 acre not commanded by water).	O. 4,259
1895	197	do	do	31 0 20	1,833 1 3	47 1 7	31 15 10	0	do	10 0 0	5 0 0	5 0 0	Horticulture	C. 4,302
1896	198	do	do	28 0 30	1,832 3 9	45 16 1 2	29 14 0	0	do	49 0 0	5 0 0	5 0 0	do	C. 4,303
1897	199	do	do	24 0 20	1,668 2 6	33 4 1	24 12 0	0	do	156 11 2	5 0 0	5 0 0	do	C. 4,303
1898	200	do	do	23 1 20	1,454 7 6	38 7 3	22 11 0	0	do	41 10 0	4 13 4	5 0 0	Horticulture (about 1 acre not commanded by water).	C. 4,758
2185	441	do	do	10 1 20	767 15 0	19 3 11	10 5 0	0	*NIL	...	4 13 4	5 0 0	Horticulture (about 1 acre not commanded by water).	C. 4,758
2186	442	do	do	10 2 0	777 0 0	19 8 6	11 5 0	0	*NIL	...	4 13 4	5 0 0	Horticulture (about 1 acre not commanded by water).	C. 4,758
2187	378	do	do	10 2 30	764 3 2	19 2 1	11 5 10	0	*NIL	...	4 13 4	5 0 0	Horticulture (about 1 acre not commanded by water).	C. 4,758
MIRROOL No. 2 IRRIGATION AREA.														
1700	75	Ballingall	Sturt	35 3 30	2,262 0 8	57 1 1	34 17 0	0	*Clearing and ploughing.	279 18 4	5 6 8	5 0 0	Horticulture (about 2 1/2 acres not commanded by water).	S. 835-1918.
1724	80	do	do	26 2 0	1,855 0 0	46 7 6	29 13 0	0	*NIL	...	5 0 0	5 0 0	Horticulture	S. 890
1724	81	do	do	29 0 0	1,400 0 0	35 0 0	20 10 0	0	*NIL	...	4 13 4	5 0 0	do	S. 890
1724	110	do	do	19 8 35	1,385 12 6	31 17 10	30 10 0	0	*Clearing and ploughing.	130 0 3	4 13 4	5 0 0	Horticulture (about 1 1/2 acres not commanded by water).	S. 893
1727	109	do	do	19 0 10	1,285 14 8	32 3 5	18 9 0	0	*NIL	...	4 13 4	5 0 0	Horticulture (about 1/2 acre not commanded by water).	S. 893
1731	118	do	do	19 3 30	1,395 12 6	34 17 10	19 9 10	0	*Clearing and ploughing.	67 15 6	4 13 4	5 0 0	Horticulture (about 1/2 acre not commanded by water).	S. 893

* Attention is drawn to Special Condition 18.

Notes.—These farms are set apart in various sized areas to meet the requirements of discharged soldiers having different sized families, amounts of capital, experience, and ambitions. The farms do not carry any right to additional irrigable, non-irrigable, or dry area lands. The farms are considered to be complete as regards provision for access and outlets from supply channels, and any further works of those classes must be constructed at the expense of the lessee requiring them. Notwithstanding the above notification setting apart lands for irrigation farms, the Commission reserves the right to cut and remove timber from any farm until an application is lodged for the farm.

In addition to the permanent improvements effected, and which may be effected by the Commission on certain farms (in pursuance of special condition 16), advances to purchase implements, horses, &c., have been made to the discharged soldiers occupying these farms by special arrangement with the Commission, and the applicants for such farms will be required to acknowledge in writing that the liabilities so incurred, and the value of the permanent improvements effected, are charges on the land, and to undertake in writing to pay same under such terms and conditions as the Commission may deem fit to impose.

These farms are available to discharged soldiers only who have been approved by the Commission as eligible to apply.

[3078] Water Conservation and Irrigation Commission,
Sydney, 25th January, 1929.

**NOTIFICATION OF ADDITION OF CROWN LANDS
TO EXISTING IRRIGATION FARM LEASES.**

IN pursuance of the provisions of section 144A of the Crown Lands Consolidation Act, 1913, and the Acts amending the same, and the Irrigation Act, 1912-1926, it is hereby notified that the Water Conservation and Irrigation Commission doth hereby add Crown Lands within Irrigation Areas to existing Irrigation Farm Leases as set out in the Schedule of Lands hereunder.

In pursuance of the provisions of section 144B of the Crown Lands Consolidation Act, 1913, the annual rentals of such leases as added to are hereby determined, and adjustments of the amounts owing on account of survey fee are hereby made, as set out in the Schedule of Lands referred to. The survey fees shall become due and payable on 30th June, 1929, and in the event of the amounts not being paid on or before that date, interest at the rate of four per centum per annum on the amounts unpaid from that date to the date of payment shall be charged.

The first periods of such leases are hereby extended to expire twenty-five years after the date from which the additions to the leases took effect. Each original Irrigation Farm Lease, together with the land hereby added thereto shall be deemed to be one holding, and shall be subject to the general provisions of the Crown Lands Consolidation Act, 1913, the Barren Jack Dam and Murrumbidgee Canals Construction Act, 1906, the Murrumbidgee Irrigation Area Resumption Act, 1910, the Murrumbidgee Irrigation Act, 1910, the Irrigation Act, 1912-1926, and the following conditions as set out in the Schedule of Special Conditions hereunder, in addition to the particulars and provisions contained in any Proclamation constituting the area.

A house, which is the property of the Crown, has been erected on the Crown Lands added to original Irrigation Farm Lease No. 1,286. The value of such Crown improvements shall be the sum of £310, and shall be paid by thirty-two (32) equal consecutive half-yearly instalments, including principal and interest at the rate of 6½% per annum: Provided that interest at the rate aforesaid from the date upon which the addition to the lease took effect to the 30th June, 1929, shall be paid on or before such 30th June, 1929, while the first instalment of principal and interest shall be paid on or before the 31st December, 1929.

A house, which is the property of the Crown, has been erected on the Crown Lands added to original Irrigation Farm Lease No. 1,686. The value of such Crown improvements shall be the sum of £100, and shall be paid by twenty (20) equal consecutive half-yearly instalments including principal and interest at the rate of 6½% per annum: Provided that interest at the rate aforesaid from the 19th March, 1928, to the 30th June, 1928, shall be due and payable on and from such 30th June, 1928, while the first instalment of principal and interest shall be due and payable on and from the 31st December, 1928.

A house and outbuildings, which are the property of the Crown, have been erected on the Crown Lands added to original Irrigation Farm Lease No. 1,473. The value of such Crown improvements shall be the sum of £100, and shall be paid by five (5) consecutive annual instalments of £20 together with interest at the rate of 6½% per annum from the 13th August, 1928, upon which date the first instalment shall be due and payable.

A house, which is the property of the Crown, has been erected on the Crown Lands added to original Irrigation Farm Lease No. 1,525. The value of such Crown improvements shall be the sum of £100, and shall be paid by three (3) consecutive annual instalments of £33 6s. 8d. together with interest at the rate of 6½% per annum from the 18th June, 1928, the first instalment to become due and payable on the 18th June, 1929.

The Water Conservation and Irrigation Commission hereby reserves the right to remove or dispose of for removal purposes the houses and outbuildings on the Crown Lands added to original Irrigation Farm Leases Nos. 790 and 1,518.

Sealed with the Seal of the Water Conservation and Irrigation Commission this twenty-fifth day of January 1929:

The Common Seal of the Water Conservation and Irrigation Commission was hereto affixed by GEORGE JOSEPH EVATT, a Commissioner appointed under the Irrigation Act, 1912-1926, in the presence of,—

(L.S.)

GEORGE J. EVATT,
Commissioner

H. BEVAN,
Secretary.

It is hereby further notified, in pursuance of the provisions of section 7A of the Irrigation Act, 1912-1926, that the number of water rights and prices or rates therefor, in respect of the Irrigation Farm Leases to which Crown Lands have been added by the above notification by the Water Conservation and Irrigation Commission are hereby fixed as respectively set out in the Schedule of Lands hereunder.

H. V. C. THORBY,
Minister for Agriculture.

MIRROOL No. 1 IRRIGATION AREA.

LAND DISTRICT OF YANCO.

The annual rentals shall be due and payable on or before the 30th day of June in each year, for the first period of twenty-five years from dates shown in the Schedule of Lands hereunder.

Water rates shall be due and payable half-yearly on or before the 30th June and 31st December in each year from the dates shown in the Schedule of Lands hereunder.

Payment in accordance with this notification is a condition of the respective leases and the non-performance or breach of such condition shall render the lease liable to forfeiture.

SCHEDULE OF SPECIAL CONDITIONS.

1. Neither the Water Conservation and Irrigation Commission (hereinafter called the Commission) nor the Crown shall be liable to any person for any damage sustained to the holding or to any property thereon by subsidence, reflux, flood, seepage, soakage, or overflow, or over supply of water, which may now or from time to time or at any time hereafter be caused by or arise out of the construction, maintenance and use of any works constructed or to be constructed under the Barren Jack Dam and Murrumbidgee Canals Construction Act, 1906, the Murrumbidgee Irrigation Act, 1910, or the Irrigation Act, 1912-1926, or any amendments to same, or any present or future statute for the conservation, distribution and/or drainage of water, or by the said works being either wholly or in part destroyed, damaged, or affected by fire, flood, storm, tempest, or other accident, nor shall there be in consequence of any damage sustained as aforesaid any abatement of any moneys payable to the Crown or Commission.

2. The holder shall within six months after the date of notification in the Government Gazette of the increase of the area of the Irrigation Farm Lease, fence the boundaries thereof with substantial fencing of good material and workmanship, and shall at all times thereafter keep the said boundaries so fenced: Provided that if at any time the Commission considers such fencing unsatisfactory the holder shall erect fencing of such class and material and within such period as the Commission may direct in a written notification to the holder.

3. No buildings shall be erected nor shall the erection of any building be commenced on any holding without the approval of the Commission in writing, to the design, specification and position thereof being first had and obtained.

4. The holder shall at all times properly cultivate and care for his holding and maintain the improvements thereon in good order and condition to the satisfaction of the Commission.

5. No noxious, dangerous or offensive business or process shall be carried on, or permitted to be carried on, on any holding unless the written consent of the Commission shall have been first had and obtained, and all conditions embodied in such consent (if given) shall be duly observed and performed.

writing being first obtained no land shall be watered by the holder or any other person (other than the land planted with trees, vines, crops or grasses, other than natural grasses) which is not to be forthwith ploughed for the purpose of following or for planting trees, vines, crops or grasses other than natural grasses.

is reserved to the Crown and the Commission and its assigns and to any person or persons duly authorized in that behalf by the Crown, the Commission or its assigns to enter upon the holding for the purpose of viewing and inspecting the same, and for the purpose of exercising any one or more of the powers or rights

Full free and uninterrupted right and liberty at all time is reserved to the Crown and the Commission and its assigns to construct, lay, use, alter and for ever maintain upon the holding, conduits, channels, pipes and appliances for the conveyance of water, and for the purpose of abstracting any water therefrom and for

MIREPOOL No. 1 IRRIGATION AREA—continued.
CENTRAL DIVISION—LAND DISTRICT OF YASSO; COUNTY OF COURSE—continued.
SCHEDULE OF LEASES—continued.

(1) Eri- dion No. of Lease.	(2) Name of Leasee.	Original Irrigation Farm Lease.			Area added to Irrigation Farm Lease.			Present total Area of Irrigation Farm Lease.			(13) Annual Rate of Lease per Acre of 25 Acres.	(14) Annual Rate of Lease per Acre of 25 Acres.	(15) Date on which Lease commenced and water-rate commenced.	(16) Additional Fees on account of added area.	(17) Land considered for Public Use.	(18) Plan No. of Public Use.
		(3) Eri- dion No. of Lease.	(4) Parish.	(5) Area.	(6) Eri- dion No. of Lease.	(7) Parish.	(8) Area.	(9) Eri- dion No. of Lease.	(10) Parish.	(11) Area.						
1689	Chitlick, David, Henry Ernest Septimus (The Water Conserva- tion & Irrigation Commission 1st Mortgage—William Wat- son and others)	905	Jondaryan	25 1 20	4 13 5 36	Jondaryan	905 & 906	Jondaryan	42 1 16 30 14 1	2 10 4	21 9 0	12 Sept., 1927	5 10 4	Horizontal.	C. 4204-1804	
1915	Dickson, Hercules Scott High Aid.	400	Stanbridge	24 1 20	12 0 17	Stanbridge	400 & 744	Stanbridge	36 1 37	28 14 7	18 0 0	8 Jan., 1929	0 6 8	"	C. 2640 and 5613-1804	
1916	Feston, Roberto	438	Jondaryan	25 1 10	8 2 8	Jondaryan	438 & 847	Jondaryan	35 3 18	23 15 2	18 9 0	12 June, 1929	0 6 8	"	C. 2639 and 5613-1804	
368	Daly, Stephen Anthony	803	Jondaryan	13 2 10	8 1 9	Jondaryan	803 & 874	Jondaryan	21 3 16	20 11 6	5 10 6	29 Nov., 1928	1 10 9	"	C. 2699 and 3967-1804	
896	Public Trustee, Administrator of the Estate of Harry Geo. deceased.	604	"	14 2 0 (ex. res.)	1 2 26	"	604	"	16 0 36 (ex. res.)	15 26 4	4 10 0	1 July, 1927	NIL	"	C. 2699-1804	
870	McDonnet, Alfred	605	"	13 1 10 (ex. res.)	2 1 5	"	605	"	15 11 11	11	5 10 0	1 "	NIL	"	C. 2699-1804	
871	Westmore, Reginald Dicer	606, 607 & 681	"	20 1 4	1 2 25	"	606, 607 & 681	"	21 3 29	22 16 1	5 10 0	1 "	NIL	"	C. 2699 and 2327-1	

NON-RENEWAL
In accordance with the provisions of the Occupiers Compensation Act, 1928, the following list of occupiers of the land described in the Schedule of Leases is published for the year 1929.

Name.	Address.	Occupier.
Green Hills ...	Lot 324	James F. George
Glen Fernalgh ...	Lot 327	James F. George
Long Flat ...	Lot 328	James F. George
Laura ...	Lot 329	James F. George
Cunderang ...	Lot 330	James F. George
Lot 331 ...	Lot 331	James F. George
Lot 332 ...	Lot 332	James F. George
Lot 333 ...	Lot 333	James F. George
Lot 334 ...	Lot 334	James F. George
Lot 335 ...	Lot 335	James F. George
Lot 336 ...	Lot 336	James F. George
Lot 337 ...	Lot 337	James F. George
Lot 338 ...	Lot 338	James F. George
Lot 339 ...	Lot 339	James F. George
Lot 340 ...	Lot 340	James F. George
Lot 341 ...	Lot 341	James F. George
Lot 342 ...	Lot 342	James F. George
Lot 343 ...	Lot 343	James F. George
Lot 344 ...	Lot 344	James F. George
Lot 345 ...	Lot 345	James F. George
Lot 346 ...	Lot 346	James F. George
Lot 347 ...	Lot 347	James F. George
Lot 348 ...	Lot 348	James F. George
Lot 349 ...	Lot 349	James F. George
Lot 350 ...	Lot 350	James F. George
Lot 351 ...	Lot 351	James F. George
Lot 352 ...	Lot 352	James F. George
Lot 353 ...	Lot 353	James F. George
Lot 354 ...	Lot 354	James F. George
Lot 355 ...	Lot 355	James F. George
Lot 356 ...	Lot 356	James F. George
Lot 357 ...	Lot 357	James F. George
Lot 358 ...	Lot 358	James F. George
Lot 359 ...	Lot 359	James F. George
Lot 360 ...	Lot 360	James F. George
Lot 361 ...	Lot 361	James F. George
Lot 362 ...	Lot 362	James F. George
Lot 363 ...	Lot 363	James F. George
Lot 364 ...	Lot 364	James F. George
Lot 365 ...	Lot 365	James F. George
Lot 366 ...	Lot 366	James F. George
Lot 367 ...	Lot 367	James F. George
Lot 368 ...	Lot 368	James F. George
Lot 369 ...	Lot 369	James F. George
Lot 370 ...	Lot 370	James F. George
Lot 371 ...	Lot 371	James F. George
Lot 372 ...	Lot 372	James F. George
Lot 373 ...	Lot 373	James F. George
Lot 374 ...	Lot 374	James F. George
Lot 375 ...	Lot 375	James F. George
Lot 376 ...	Lot 376	James F. George
Lot 377 ...	Lot 377	James F. George
Lot 378 ...	Lot 378	James F. George
Lot 379 ...	Lot 379	James F. George
Lot 380 ...	Lot 380	James F. George
Lot 381 ...	Lot 381	James F. George
Lot 382 ...	Lot 382	James F. George
Lot 383 ...	Lot 383	James F. George
Lot 384 ...	Lot 384	James F. George
Lot 385 ...	Lot 385	James F. George
Lot 386 ...	Lot 386	James F. George
Lot 387 ...	Lot 387	James F. George
Lot 388 ...	Lot 388	James F. George
Lot 389 ...	Lot 389	James F. George
Lot 390 ...	Lot 390	James F. George
Lot 391 ...	Lot 391	James F. George
Lot 392 ...	Lot 392	James F. George
Lot 393 ...	Lot 393	James F. George
Lot 394 ...	Lot 394	James F. George
Lot 395 ...	Lot 395	James F. George
Lot 396 ...	Lot 396	James F. George
Lot 397 ...	Lot 397	James F. George
Lot 398 ...	Lot 398	James F. George
Lot 399 ...	Lot 399	James F. George
Lot 400 ...	Lot 400	James F. George
Lot 401 ...	Lot 401	James F. George
Lot 402 ...	Lot 402	James F. George
Lot 403 ...	Lot 403	James F. George
Lot 404 ...	Lot 404	James F. George
Lot 405 ...	Lot 405	James F. George
Lot 406 ...	Lot 406	James F. George
Lot 407 ...	Lot 407	James F. George
Lot 408 ...	Lot 408	James F. George
Lot 409 ...	Lot 409	James F. George
Lot 410 ...	Lot 410	James F. George
Lot 411 ...	Lot 411	James F. George
Lot 412 ...	Lot 412	James F. George
Lot 413 ...	Lot 413	James F. George
Lot 414 ...	Lot 414	James F. George
Lot 415 ...	Lot 415	James F. George
Lot 416 ...	Lot 416	James F. George
Lot 417 ...	Lot 417	James F. George
Lot 418 ...	Lot 418	James F. George
Lot 419 ...	Lot 419	James F. George
Lot 420 ...	Lot 420	James F. George
Lot 421 ...	Lot 421	James F. George
Lot 422 ...	Lot 422	James F. George
Lot 423 ...	Lot 423	James F. George
Lot 424 ...	Lot 424	James F. George
Lot 425 ...	Lot 425	James F. George
Lot 426 ...	Lot 426	James F. George
Lot 427 ...	Lot 427	James F. George
Lot 428 ...	Lot 428	James F. George
Lot 429 ...	Lot 429	James F. George
Lot 430 ...	Lot 430	James F. George
Lot 431 ...	Lot 431	James F. George
Lot 432 ...	Lot 432	James F. George
Lot 433 ...	Lot 433	James F. George
Lot 434 ...	Lot 434	James F. George
Lot 435 ...	Lot 435	James F. George
Lot 436 ...	Lot 436	James F. George
Lot 437 ...	Lot 437	James F. George
Lot 438 ...	Lot 438	James F. George
Lot 439 ...	Lot 439	James F. George
Lot 440 ...	Lot 440	James F. George
Lot 441 ...	Lot 441	James F. George
Lot 442 ...	Lot 442	James F. George
Lot 443 ...	Lot 443	James F. George
Lot 444 ...	Lot 444	James F. George
Lot 445 ...	Lot 445	James F. George
Lot 446 ...	Lot 446	James F. George
Lot 447 ...	Lot 447	James F. George
Lot 448 ...	Lot 448	James F. George
Lot 449 ...	Lot 449	James F. George
Lot 450 ...	Lot 450	James F. George
Lot 451 ...	Lot 451	James F. George
Lot 452 ...	Lot 452	James F. George
Lot 453 ...	Lot 453	James F. George
Lot 454 ...	Lot 454	James F. George
Lot 455 ...	Lot 455	James F. George
Lot 456 ...	Lot 456	James F. George
Lot 457 ...	Lot 457	James F. George
Lot 458 ...	Lot 458	James F. George
Lot 459 ...	Lot 459	James F. George
Lot 460 ...	Lot 460	James F. George
Lot 461 ...	Lot 461	James F. George
Lot 462 ...	Lot 462	James F. George
Lot 463 ...	Lot 463	James F. George
Lot 464 ...	Lot 464	James F. George
Lot 465 ...	Lot 465	James F. George
Lot 466 ...	Lot 466	James F. George
Lot 467 ...	Lot 467	James F. George
Lot 468 ...	Lot 468	James F. George
Lot 469 ...	Lot 469	James F. George
Lot 470 ...	Lot 470	James F. George
Lot 471 ...	Lot 471	James F. George
Lot 472 ...	Lot 472	James F. George
Lot 473 ...	Lot 473	James F. George
Lot 474 ...	Lot 474	James F. George
Lot 475 ...	Lot 475	James F. George
Lot 476 ...	Lot 476	James F. George
Lot 477 ...	Lot 477	James F. George
Lot 478 ...	Lot 478	James F. George
Lot 479 ...	Lot 479	James F. George
Lot 480 ...	Lot 480	James F. George
Lot 481 ...	Lot 481	James F. George
Lot 482 ...	Lot 482	James F. George
Lot 483 ...	Lot 483	James F. George
Lot 484 ...	Lot 484	James F. George
Lot 485 ...	Lot 485	James F. George
Lot 486 ...	Lot 486	James F. George
Lot 487 ...	Lot 487	James F. George
Lot 488 ...	Lot 488	James F. George
Lot 489 ...	Lot 489	James F. George
Lot 490 ...	Lot 490	James F. George
Lot 491 ...	Lot 491	James F. George
Lot 492 ...	Lot 492	James F. George
Lot 493 ...	Lot 493	James F. George
Lot 494 ...	Lot 494	James F. George
Lot 495 ...	Lot 495	James F. George
Lot 496 ...	Lot 496	James F. George
Lot 497 ...	Lot 497	James F. George
Lot 498 ...	Lot 498	James F. George
Lot 499 ...	Lot 499	James F. George
Lot 500 ...	Lot 500	James F. George
Lot 501 ...	Lot 501	James F. George
Lot 502 ...	Lot 502	James F. George
Lot 503 ...	Lot 503	James F. George
Lot 504 ...	Lot 504	James F. George
Lot 505 ...	Lot 505	James F. George
Lot 506 ...	Lot 506	James F. George
Lot 507 ...	Lot 507	James F. George
Lot 508 ...	Lot 508	James F. George
Lot 509 ...	Lot 509	James F. George
Lot 510 ...	Lot 510	James F. George
Lot 511 ...	Lot 511	James F. George
Lot 512 ...	Lot 512	James F. George
Lot 513 ...	Lot 513	James F. George
Lot 514 ...	Lot 514	James F. George
Lot 515 ...	Lot 515	James F. George
Lot 516 ...	Lot 516	James F. George
Lot 517 ...	Lot 517	James F. George
Lot 518 ...	Lot 518	James F. George
Lot 519 ...	Lot 519	James F. George
Lot 520 ...	Lot 520	James F. George
Lot 521 ...	Lot 521	James F. George
Lot 522 ...	Lot 522	James F. George
Lot 523 ...	Lot 523	James F. George
Lot 524 ...	Lot 524	James F. George
Lot 525 ...	Lot 525	James F. George
Lot 526 ...	Lot 526	James F. George
Lot 527 ...	Lot 527	James F. George
Lot 528 ...	Lot 528	James F. George
Lot 529 ...	Lot 529	James F. George
Lot 530 ...	Lot 530	James F. George
Lot 531 ...	Lot 531	James F. George
Lot 532 ...	Lot 532	James F. George
Lot 533 ...	Lot 533	James F. George
Lot 534 ...	Lot 534	James F. George
Lot 535 ...	Lot 535	James F. George
Lot 536 ...	Lot 536	James F. George
Lot 537 ...	Lot 537	James F. George
Lot 538 ...	Lot 538	James F. George
Lot 539 ...	Lot 539	James F. George
Lot 540 ...	Lot 540	James F. George
Lot 541 ...	Lot 541	James F. George
Lot 542 ...	Lot 542	James F. George
Lot 543 ...	Lot 543	James F. George
Lot 544 ...	Lot 544	James F. George
Lot 545 ...	Lot 545	James F. George
Lot 546 ...	Lot 546	James F. George
Lot 547 ...	Lot 547	James F. George
Lot 548 ...	Lot 548	James F. George
Lot 549 ...	Lot 549	James F. George
Lot 550 ...	Lot 550	James F. George
Lot 551 ...	Lot 551	James F. George
Lot 552 ...	Lot 552	James F. George
Lot 553 ...	Lot 553	James F. George
Lot 554 ...	Lot 554	James F. George
Lot 555 ...	Lot 555	James F. George
Lot 556 ...	Lot 556	James F. George
Lot 557 ...	Lot 557	James F. George
Lot 558 ...	Lot 558	James F. George
Lot 559 ...	Lot 559	James F. George
Lot 560 ...	Lot 560	James F. George
Lot 561 ...	Lot 561	James F. George
Lot 562 ...	Lot 562	James F. George
Lot 563 ...	Lot 563	James F. George
Lot 564 ...	Lot 564	James F. George
Lot 565 ...	Lot 565	James F. George
Lot 566 ...	Lot 566	James F. George
Lot 567 ...	Lot 567	James F. George
Lot 568 ...	Lot 568	James F. George
Lot 569 ...	Lot 569	James F. George
Lot 570 ...	Lot 570	James F. George
Lot 571 ...	Lot 571	James F. George
Lot 572 ...	Lot 572	James F. George
Lot 573 ...	Lot 573	James F. George
Lot 574 ...	Lot 574	James F. George
Lot 575 ...	Lot 575	James F. George
Lot 576 ...	Lot 576	James F. George
Lot 577 ...	Lot 577	James F. George
Lot 578 ...	Lot 578	

November, 1960.
TRAVELLING CONTROL, OR

f the provisions of the Act, 1934-1937, shall be shown hereunder shall be shown in such reserve for the Minister for Lands.

PROTECTION

reserve No. 58, 164 5. Part withdrawn shown by dark 1-481.

number, 1932.)

ICES

Commission, November, 1960.

NOTIFICATION OF THE IRRI-GATION FARM PURCHASES HAS BEEN PART THERE-

4b of the Crown Conservation and the annual rental in respect of the area of which the roof, are as set

(L.S.)

MEIKLE,

Commissioner.

OF COOMEALLA;

ENTWORTH see, John Marth Wales, north-parish of Mourmion-350, parish plan No. W645-1955; annual commenced 2nd 255/5,190).

section 7A of the ion Farm Lease of which hold-ur-render, I, the

It attach to the (for the date of ding; r rights at two

id water rights-uring and after of the applica-

the said water and be a fixed of the period which the surt-nt of the fifth

year after the date of granting of the application for the holding shall be four-fifths during such part of the said period as is within the year which commenced on the 1st July, 1955, and the whole during such part of the period as is subsequent to the 30th June, 1956;

(b) determine that the said water rights shall attach to only the part of the holding comprising that part of portion 250 of approximately 20 acres 2 roods 21 perches below the 167.5 foot level contour in the south-east and the 166.6 foot level contour in the north-east within that portion and as shown by red on plan catalogued 84/322 in the office of the Commission at Sydney.

(1977) A. G. ENTICKNAP, Minister for Conservation.

WATER ACT, 1912, AS AMENDED BY SUBSEQUENT ACTS

AN application has been received from Allan John Mallon for a license under the Water Act, 1912, as amended by subsequent Acts, to sink an artesian bore on Western Lands Lease No. 5877, county of Irrara.

Objections to the application, together with the reasons therefor, must reach me by the 9th December, 1960. (60-11,533)

A. J. QUILTY, Secretary,

Water Conservation and Irrigation Commission, Box 2708, G.P.O., Sydney, 24th October, 1960.

(1956) The Water Conservation and Irrigation Commission, Sydney, 4th November, 1960.

NOTIFICATION OF ADDITION OF CROWN LANDS TO EXISTING IRRIGATION FARM PURCHASES

IN pursuance of the provisions of section 144A of the Crown Lands Consolidation Act, 1913, and the Acts amending the same, and the Irrigation Act, 1912, as amended by subsequent Acts, it is hereby notified that The Water Conservation and Irrigation Commission (hereinafter called the Commission) doth hereby add Crown lands within Mirrool No. 1 Irrigation Area to existing Irrigation Farm Purchases as set out in the Schedule of Lands hereunder, subject to the conditions set out in the Schedule of Conditions hereto and to the general provisions of the Crown Lands Consolidation Act, 1913, the Irrigation Act, 1912, and any Acts amending the same.

In pursuance of the provisions of section 144C of the Crown Lands Consolidation Act, 1913, adjustments of the amounts owing on account of survey fee are hereby made as set out in the eighteenth column of the Schedule of Lands referred to. The survey fees shall become due and payable on the 31st December, 1960, and if not paid on or before that date interest at the rate of £4 per centum per annum of the amount unpaid from that date to the date of payment shall be payable.

The purchase moneys determined in respect of the areas added to the Irrigation Farm Purchases shall be the amounts respectively set out in the sixteenth column of the said Schedule of Lands and the payments in respect thereof shall be deemed to have been due and payable on and from the 4th November, 1960.

The period of three years from the date upon which the addition took effect is hereby specified as the period within which each holder shall effect on his holding as added to, to the satisfaction of the Commission, improvements of a value of not less than £500. (The improvements already effected on the holding shall be included in ascertaining the value).

The Crown lands added in Irrigation Farm Purchases Nos. 1683, 1684, 1685, 1686, 1687, 1689, 1690, 1691, 1692, 1693 and 1694, do not contain any improvements the property of the Crown.

The Crown lands added to Irrigation Farm Purchases Nos. 1695, 1696 and 2350 contain Crown improvements consisting of fencing valued at £20, £86 and £48 respectively, and such values together with interest thereon at the rate of £4 per centum per annum from the respective dates upon which the additions took effect to the dates of payment in each case shall be due and payable on the 31st December, 1960.

Payments due in respect of the holdings shall be made to the Rural Bank of New South Wales.

The Common Seal of The Water Conservation and Irrigation Commission was hereunto affixed by WILLIAM FREDERICK DEAN MEIKLE, a Commissioner appointed under the Irrigation Act, 1912, as amended by subsequent Acts, in the presence of—

(L.S.)

W. D. MEIKLE, Commissioner.

A. J. QUILTY, Secretary.

SCHEDULE OF SPECIAL CONDITIONS

1. Neither the Crown nor The Water Conservation and Irrigation Commission (hereinafter called the Commission) shall be liable to the holder for the time being of the holding or to any person at any time having any estate or interest therein for any damage sustained to the holding or to any property thereon by subsidence, flood, storm or seepage, soakage, reflux, presence, overflow or over-supply of water, however caused or arising, and in particular and without prejudice to the generality of the foregoing subsidence, flood, storm or seepage, soakage, reflux, presence, overflow or over-supply of water which may now, or from time to time, or at any time hereafter in any manner whatsoever be caused by or arise out of the construction, maintenance, non-maintenance, alteration and use of and addition to any works constructed or to be constructed under the Barron Jack Pann and Murrumbidgee Canals Construction Act, 1906, the Murrumbidgee Irrigation Act, 1910, or the Irrigation Act, 1912, or any Act amending any of those Acts or under any present or future statute for the conservation, distribution and/or drainage of water or by the works constructed under any of such Acts or Statutes being either wholly or in part destroyed, damaged or affected by fire, flood, storm, tempest or otherwise howsoever, nor shall there be in consequence of any damage sustained as aforesaid any abatement of any moneys payable to the Crown, the Commission or the Rural Bank of New South Wales (hereinafter called the Bank).

2. The holder shall, within six months after the date of notification in the Government Gazette of the increase of the area of the holding, fence the boundaries thereof with substantial fencing of good material and workmanship: Provided that if at any time after the expiration of such period the Commission considers that the fencing on any boundary of any holding is unsatisfactory, or there is no fencing on any boundary or part thereof, the holder shall erect fencing of such class and material and within such period as the Commission may direct in a written notification to him.

3. The holder shall insure and keep insured in the name and to the satisfaction of the Bank to the full value of the Bank's interest therein against loss or damage by fire, all improvements on the holding which are of a practicable insurable nature and in respect of which any money is owing to the Bank.

4. The holder shall pay to the Bank under such terms and conditions as it may deem fit to impose, charges for occupation of the land added to his holding at the rate of ten shillings (10s.) per annum per acre of the additional land on and from the 22nd July, 1957, up to but excluding the date of notification in the Government Gazette of the increase in area of the holdings.

Sydney, 4th November, 1960.

IN pursuance of the provisions of section 7A of the Irrigation Act, 1912, as amended by subsequent Acts, I, the Minister for Conservation, do hereby state in the thirteenth column of the Schedule of Lands hereunder, the number of water rights which shall attach to the Irrigation Farm Purchases to which Crown lands have been added by the above notification by The Water Conservation and Irrigation Commission, I fix the price per annum for each of the said water rights as set out in the fourteenth column of such Schedule, and I specify in the fifteenth column the number of the said water rights which are to be a fixed charge. Such water rights shall attach to only the parts of the holdings specified hereunder:—

Irrigation Farm Purchase No.	Part to which Water Rights shall attach.
1683	Portions 371, 470 and 491, parish of Wyangan.
1684	Portion 370, parish of Wyangan.
1685	Portion 369, parish of Wyangan.
1686	Portion 368, parish of Wyangan and portion 983, parish of Jondaryan.
1687	Portion 907, parish of Jondaryan.
1689	Portions 905 and 906, parish of Jondaryan.
1690	Portion 904, parish of Jondaryan.
1691	Portion 903, parish of Jondaryan.
1692	Portion 902, parish of Jondaryan.
1693	Portion 901, parish of Jondaryan.
1694	Portion 900, parish of Jondaryan.
1695	Portion 899, parish of Jondaryan.
1696	Portion 898, parish of Jondaryan.
2350	Portion 372, parish of Wyangan.

A. G. ENTICKNAP, Minister for Conservation.

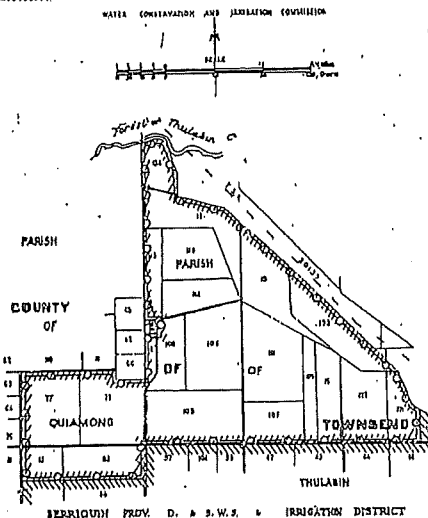
WATER ACT, 1912, AS AMENDED BY SUBSEQUENT ACTS

PROPOSAL FOR ALTERATION OF THE JERNARGO PROVISIONAL DOMESTIC AND STOCK WATER SUPPLY DISTRICT.

IN pursuance of the provisions of section 134 of the Water Act, 1912, as amended by subsequent Acts, the Water Conservation and Irrigation Commission doth hereby notify a proposal for the excision of certain lands from the Jernargo Provisional Domestic and Stock Water Supply District.

W.C. & I.C. 59-12,584.

1. Plan of lands proposed to be excised from the provisional district:—



2. Description of the lands proposed to be excised from the provisional district:—

LAND DISTRICT OF DENILQUIN; SHIRE OF CONAROO

All that area or tract of country comprising part of the parishes of Quiamong and Thulabin, county of Townsend and State of New South Wales: Commencing at the north-western corner of portion 124, parish of Thulabin; and bounded generally on the north-west by the north-western and north-eastern boundaries and the eastern boundary of that portion, a line southerly to a north-eastern boundary of portion 18, part of that boundary south-easterly and another north-eastern boundary of that portion, a line, the north-eastern boundaries of portions 19 and 23, the north-eastern boundaries and the eastern boundary of portion 121 and a line southerly to the northern boundary of portion 45; thence generally on the south-east by part of the lastmentioned boundary westerly, the northern boundary of portion 44, a line, the northern boundary of portions 43 and 42, a line, the northern boundary of portions 95, 104 and 97, part of the western boundary of the lastmentioned portion to its intersection with the easterly prolongation of the southern boundary of portion 83, parish of Quiamong, thul prolongation, that boundary and the southern boundary of portion 82; thence generally on the north-west by the western boundary of the lastmentioned portion, a line, the western and northern boundary of portion 77, a northern and eastern and another northern boundary of portion 78, part of the western boundary of portion 112, parish of Thulabin, northerly to its north-western corner, the northern boundary of that portion and in continuation a line to the western boundary of portion 108, part of that boundary northerly to its northernmost north-western corner and in continuation a line to the south-eastern boundary of portion 113, part of that boundary south-westerly, the southern, a western, a north-western and another western boundary of that portion, the western boundary of portion 18, a line north-westerly to the south-western corner of portion 124 westward

and the western boundary of that portion to the point of commencement,—and containing an area of 4,325 acres or thereabouts, exclusive of roads.

Dated the 27th day of October, 1960.

Signed on behalf of The Water Conservation and Irrigation Commission pursuant to the Regulations made under the Irrigation Act, 1912, as amended by subsequent Acts, by AUSTIN JOSEPH QUILTY, Secretary to the Commission.

A. J. QUILTY.

NOTE.—If, within eight weeks after notification of the proposal, a petition objecting to the proposal upon the grounds stated in the petition signed by any owner of lands proposed to be excised from the provisional district is presented to the Commission it shall refer the proposal to the Board constituted under Part III of the Water Act, 1912, as amended, for inquiry and report.

If, within the said period, no such petition is received or the Board reports upon the petition referred to it, the Governor by proclamation in the Gazette may alter the provisional district as the Commission may recommend.

WATER ACT, 1912-1955

THE following applications for licenses under the Water Act 1912-1955, have been received from—

- Denis Joseph Hoban, for levees on Peel River, portion 30, parish Nuningha, county Parry, for the prevention of inundation of land by floodwaters. (60-4,417)
- Graham Alfred Hornbrook, for a pump on Barwon River and unnamed lagoon, portion 49, parish Walgett, county Dunham, for irrigation of 100 acres. (60-5,337)
- Keith Henry Phillips, for a pump on Bullata Creek, portions 48, 49 and 83, parish Derrulaman, county Townsend, for irrigation of 85 acres. (60-4,961)
- Alfred George Beumont, for a pump on Wakool River, portion 7, parish Wakool, county Wakool, for irrigation of 4 acres. (60-4,061)
- Robert Arthur Pearse (snr.), Robert Arthur Pearse (jr.), James Edward Pearse and Dudley John Pearse (trading as R. A. Pearse and Sons), for a pump on Niemur River, portion 30, parish Towweruk, county Wakool, for irrigation of 200 acres. (60-5,208)

Francis Bernard Hunter and Albert Kenneth Hunter (trading as Hunter Bros.), for a dam and pump on unnamed water-course, part portion 216, parish Moonee, county Fitzroy, for conservation of water and irrigation of 4 acres. (60-5,033)

Robert Raleigh Willis, for a dam, excavation and pump on tributary of Popran Creek, part portion 84, parish Popran, county Northumberland, for conservation and supply of water for farming purposes and irrigation of 15 acres. (In lieu of previous notice published in Government Gazette No. 98 of 26th August, 1960.) (60-4,691)

Keith Mallon, for a pump on Iron Pot Creek, portion 60, parish Langwell, county Rous, for irrigation of 12 acres. (60-5,150)

Arthur James Reynolds, for a pump on Richmond River, part portion 126, parish Runnymede, county Rous, for irrigation of 10 acres. (60-5,002)

David Ellis Lowrey, for a pump on Gloucester River, Lot 18, A.A. Company's Grant, parish Gloucester, county Gloucester, for irrigation of 10 acres. (60-4,958)

Elizabeth Jane Harvey, for a pump on Tarcutta or Oberon Creek, portions 7 and part 1, parish Osborne, county Wynyard, for irrigation of 20 acres. (In lieu of previous notice published in Government Gazette No. 38 of 18th March, 1960.) (60-3,254)

Noel Armstrong, for a pump on Murrumbidgee River, portion 155, parish Yarragundry, county Mitchell, for irrigation of 14 acres. (60-5,196)

Rodney Leicester Jones, for a pump on Dean or Moruya River, part portion 2, parish Burra, county Dampier, for irrigation of 30 acres. (60-5,302)

Malcolm Angus McLean, for a pump on Hunter River, lot 3, part portion 4 rent, parish Brougham, county Durham, for irrigation of 33 acres. (60-5,106)

Reginald Ray Yates, for a pump on Hunter River, part portion 9, parish Charricard, county Brisbane, for irrigation of 100 acres. (60-4,925)

William George McMullin, for a pump on Rouchel Brook, part portion 1, parish St Aubins, county Durham, for irrigation of 10 acres. (60-4,622)

Catherine Redgrove and Allan Redgrove, for a pump on Hunter River, lot 11, part portion 145, parish Sedgfield, county Durham, for irrigation of 20 acres. (60-4,878)

Gordon William Whatha part portion 79, parish Sedgfield of 5 acres. (60-5,235)

Namoi Shire Council, for portion 26 (reserve for rec Baradine, for water supply for domestic and school purposes.)

Bega Valley County Council, on the dam on George's C 14029, on land resumed for Borri, county Auckland, for trial (hydro-electric) purposes.

John Lindsey Smith and Tom Old Hut Creek, part portion 15, parish Tillam, county Auckland, of 40 acres.

John Maxwell Dickson, for part portion 15, parish Tillam of 40 acres.

Roy Thomas Bacon and on Williams River and on 27, parish Fosterston, county 15 acres.

Clarence Bartlett Wilcox, on 87, parish Clarence, county 10 acres. (60-5,258)

Cecil George Evans and C. G. Evans and Son), for Pump on Murray R portion 686, parish Mo irrigation of 200 acres. (In lieu of previous notice published in Government Gazette No. 1959.) (59-4,836)

Pump on Murray R quong, county Wentwo (In lieu of previous notice published in Government Gazette No. 44 of 11)

Edward James Hayes, for portion 850, parish Mourge of 40 acres. (60-5,263)

John Alfred Collins, for a portion 5, parish Bebo, county 40 acres. (60-4,869)

PR

CHARGES

General Notices

1s. 6d. per line of eight minimum of 10s. per charged on the same ba

Up to 1/2 page, n matter at 1s. 6d. per of 29 per full page.

Tribular Matter—£4

Special Forms of Notice

Notices regarding clud Deceased Persons, shor £1:10s.

THE closing time for n Government Gazette on the preceding Thursday.

10.3 p.m. at the discreet payment of a late fee o given of the acceptance

N.B.—When Friday is will be published on Th for notices will be 4 p.m V. C.

Gordon William Whatham, for a pump on West Brook, part portion 79, parish Sedgefield, county Durham, for irrigation of 5 acres. (60-5,235)

Namol Shire Council, for a pump on Pilliga Lagoon, part portion 26 (reserve for recreation), parish Talluba, county Sandstone, for water supply for recreational purposes, and water supply to Pilliga Public School and school residence for domestic and school purposes. (60-4,896)

Biga Valley County Council, for flashboards to be installed on the dam on George's Gully, authorised by License No. 1029, on land resumed for electricity supply, parish Werriwari, county Auckland, for conservation of water for industrial (hydro-electric) purposes. (60-5,119)

John Lindsey Smith and Theresa Frances Smith, for a pump on Old Hut Creek, portions 75, 68, 160, and 155, parish Stanmull, county Auckland, for irrigation of 20 acres. (60-5,147)

John Maxwell Dickson, for a pump on Chichester River, part portion 15, parish Tilligra, county Gloucester, for irrigation of 40 acres.

Roy Thomas Bacon and Roy Charles Bacon, for a pump on Williams River and unnamed watercourse, part portion 11, parish Fosterley, county Gloucester, for irrigation of 15 acres.

Clarence Bartlett Wilcox, for a pump on Swan Creek, portion 87, parish Clarence, county Clarence, for irrigation of 10 acres. (60-5,258)

Cecil George Evans and Cecil Geoffrey Evans (trading as C. G. Evans and Son), for the following:—

Pump on Murray River, Crown land north-west of portion 686, parish Mourquong, county Wentworth, for irrigation of 200 acres. (In lieu of previous notice published in Government Gazette No. 144 of 11th December, 1959.) (59-4,836)

Pump on Murray River, portion 686, parish Mourquong, county Wentworth, for irrigation of 200 acres. (In lieu of previous notice published in Government Gazette No. 144 of 11th December, 1959.) (59-4,382)

Edward James Hayes, for a pump on the Murray River, portion 650, parish Mourquong, county Wentworth, for irrigation of 40 acres. (60-5,262)

John Alfred Collins, for a pump on Dumaresq River, portion 5, parish Bebo, county Ararat, for irrigation of 100 acres. (60-4,869)

Millicent Kerr and Mary Kerr (trading as M. and M. Kerr), for a pump on Namoi River, portion 11, parish Manilla, county Darling, for irrigation of 50 acres. (60-5,202)

Francis William Smith, for a pump on Bottle Creek, portion 96, parish Evans, county Buller, for irrigation of 9 acres. (60-5,163)

Linda May Arnett, for a pump on Rosehill or Goolmagarr Creek, portion 112, parish Tunstall, county Rous, for irrigation of 5 acres. (60-5,123)

Kenneth Walter Larsson and Gordon James Larsson, for a dam and diversion pipe on unnamed watercourse, portion 60, parish North Lismore, county Rous, for conservation of water and irrigation of 7 acres. (60-5,333)

John Maxwell Martin, for a pump on Hanging Rock or Lyecester Creek, part portion 76, parish South Lismore, county Rous, for irrigation of 20 acres. (59-4,174)

Application for Special Additional License, under the Water Act, 1912-1955, has been received from:

W. A. Merrylees "Coonara" Pty. Ltd., for a pump on the Murrumbidgee River, portion 11, parish Currathool, county Stuart, for water supply for stock and irrigation of 1,000 acres. (60-4,935)

Objections to any of the applications, together with the grounds thereof, must reach me within the period of twenty-eight days fixed by the Act.

A. J. QUILTY, Secretary,
Water Conservation and Irrigation Commission,
Box 2708, G.P.O., Sydney, 2nd November, 1960.

WATER ACT, 1912, AS AMENDED BY SUBSEQUENT ACTS

ANGLEDOL BORE WATER TRUST

ELECTION of Trustees—Wednesday, 4th January, 1961, has been appointed the date for the election of two trustees of the abovenamed Trust and the office of the Water Conservation and Irrigation Commission at 102-106 Harrington-street, Sydney, the polling place. (W.C. & I.C. 60-6,894)

A. J. QUILTY, Secretary,
Water Conservation and Irrigation Commission,
(1939) Sydney, 31st October, 1960.

PRIVATE ADVERTISEMENTS

CHARGES FOR NOTICES

General Notices

1s. 6d. per line of eight words, (approx.) subject to a minimum of 10s. per notice. Large notices are charged on the same basis with the following qualifications:—

Up to ¼ page, maximum £5 with additional matter at 1s. 6d. per line, subject to a maximum of £9 per full page.

Tabular Matter—£4 per ¼ page.

Special Forms of Notice

Notices regarding claims in respect to Estates of Deceased Persons, short form £1 5s., long form £1 10s.

THE closing time for notices for publication in the Government Gazette on Friday shall be 11 a.m. on the preceding Thursday. Notices may be accepted up to 3 p.m. at the discretion of the Department, with payment of a late fee of 2s. 6d. No guarantee is given of the acceptance of any notice after 12 noon.

N.B.—When Friday is a public holiday the Gazette will be published on Thursday and the closing time for notices will be 4 p.m. on the preceding Tuesday.

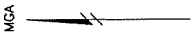
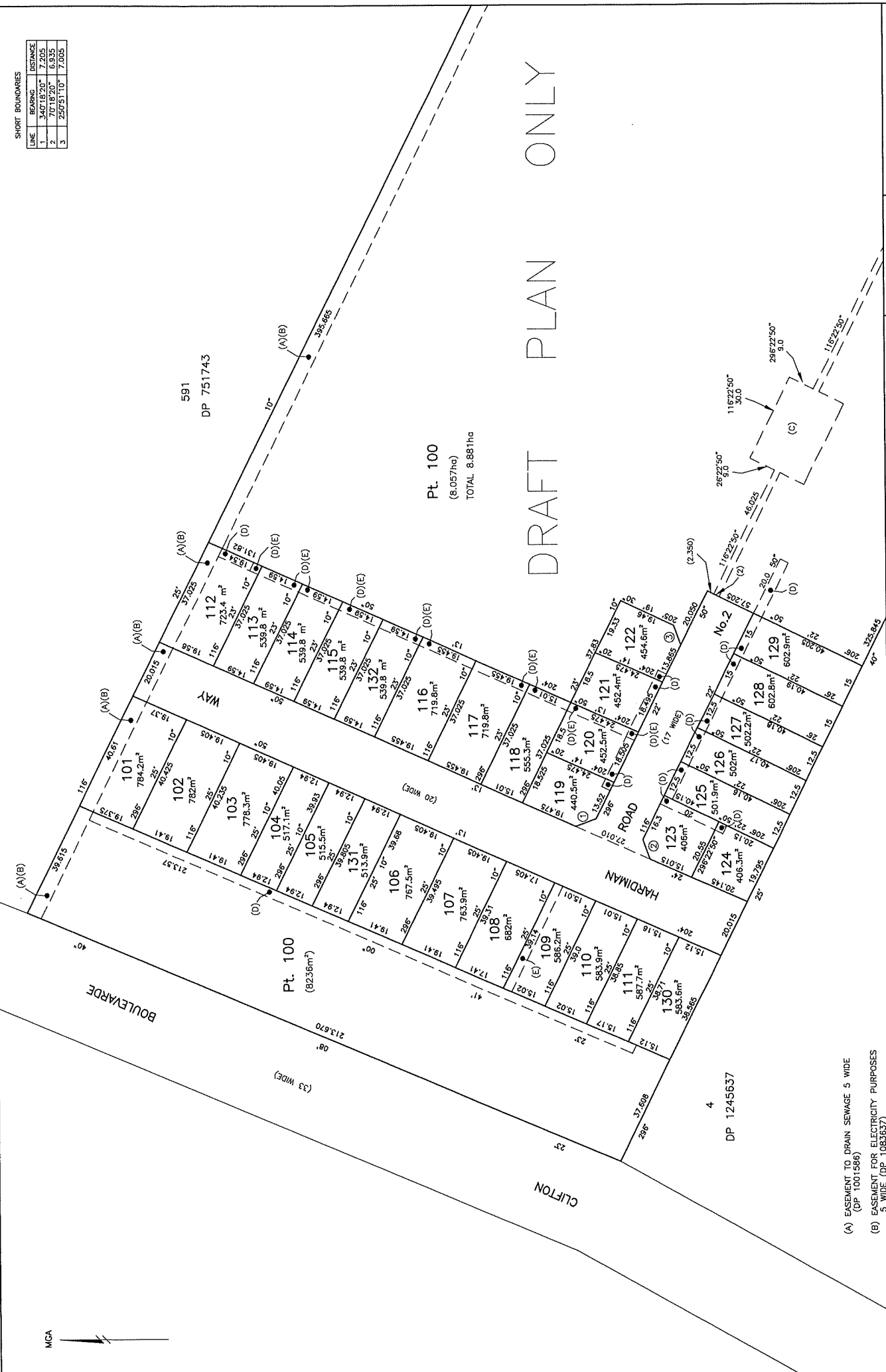
V. C. N. BLIGHT,
Government Printer.

I, SUSAN JANETE FRASER, of Eden, in the State of New South Wales, spinster, heretofore called and known by the name of Susan Janete Gunnee, hereby give notice that on the fifteenth day of September, one thousand nine hundred and sixty, I renounced and abandoned the use of my said surname of Fraser, and assumed in lieu thereof the surname of Gunnee, and further that such change of name is evidenced by a deed dated the fifteenth day of September, one thousand nine hundred and sixty, duly executed by me and attested and registered in the Miscellaneous Register at the Registrar-General's Department, Sydney.—Dated the twenty-sixth day of October, 1960. SUSAN JANETE FRASER. 9614—£1 2s. 6d.

NOTICE is hereby given that the partnership heretofore subsisting between the undersigned Norman Albert John Goddard and Charles Raymond Nichols, carrying on business as builders at 217 O'Riordan-street, Mascot, under the name of U-Do-It Prefabrications has been dissolved by mutual consent as from the twenty-fifth day of October, one thousand nine hundred and sixty. All debts due to and owing by the said firm will be received and paid by Charles Raymond Nichols who will continue to carry on the business at the same place.—Dated at Sydney, the twenty-fifth day of October, one thousand nine hundred and sixty. C. NICHOLS, N. A. J. GODDARD. Witness,—LIONEL F. BOWEN, Solicitor, Sydney. 9595—£1 1s.

NOTICE is given that the partnership between Stanley Roy Madden, of 29 Norma-avenue, Eastwood, in the State of New South Wales, Jenny Mary Madden, of 29 Norma-avenue, Eastwood, in the said State and Victor Lyle Hewett, of 147 Woodville-road, Merrylands, in the said State, carrying on business as S. J. Litho Print, at 35 Bridge-street, Rydalmere, in the said State, has been dissolved as from 31st October, 1960, as far as concerns the said Victor Lyle Hewett who has retired from the said firm.—Dated 31st October, 1960. S. MADDEN, J. MADDEN, V. HEWETT. 9622—19s. 6d.

LINE	BEARING	DISTANCE
1	34°01'18"00"	7.205
2	7°01'18"20"	6.835
3	25°07'51"10"	7.005



- (A) EASEMENT TO DRAIN SEWAGE 5 WIDE (DP 1001586)
- (B) EASEMENT FOR ELECTRICITY PURPOSES 5 WIDE (DP 1083637)
- (C) EASEMENT TO DRAIN WATER 2 AND 20 WIDE
- (D) EASEMENT TO DRAIN SEWAGE 3 WIDE
- (E) EASEMENT TO DRAIN WATER 3 WIDE

Surveyor : JOHN DAMIEN HARRISON
 Date of Survey : 10/02/2020
 Surveyor's Ref : PN 13138

PLAN OF SUBDIVISION OF LOT 592
 DP 751743

LGA : GRIFFITH
 Locality : GRIFFITH
 Subdivision No :
 Lengths are in metres. Reduction Ratio 1:800

Registered

DP

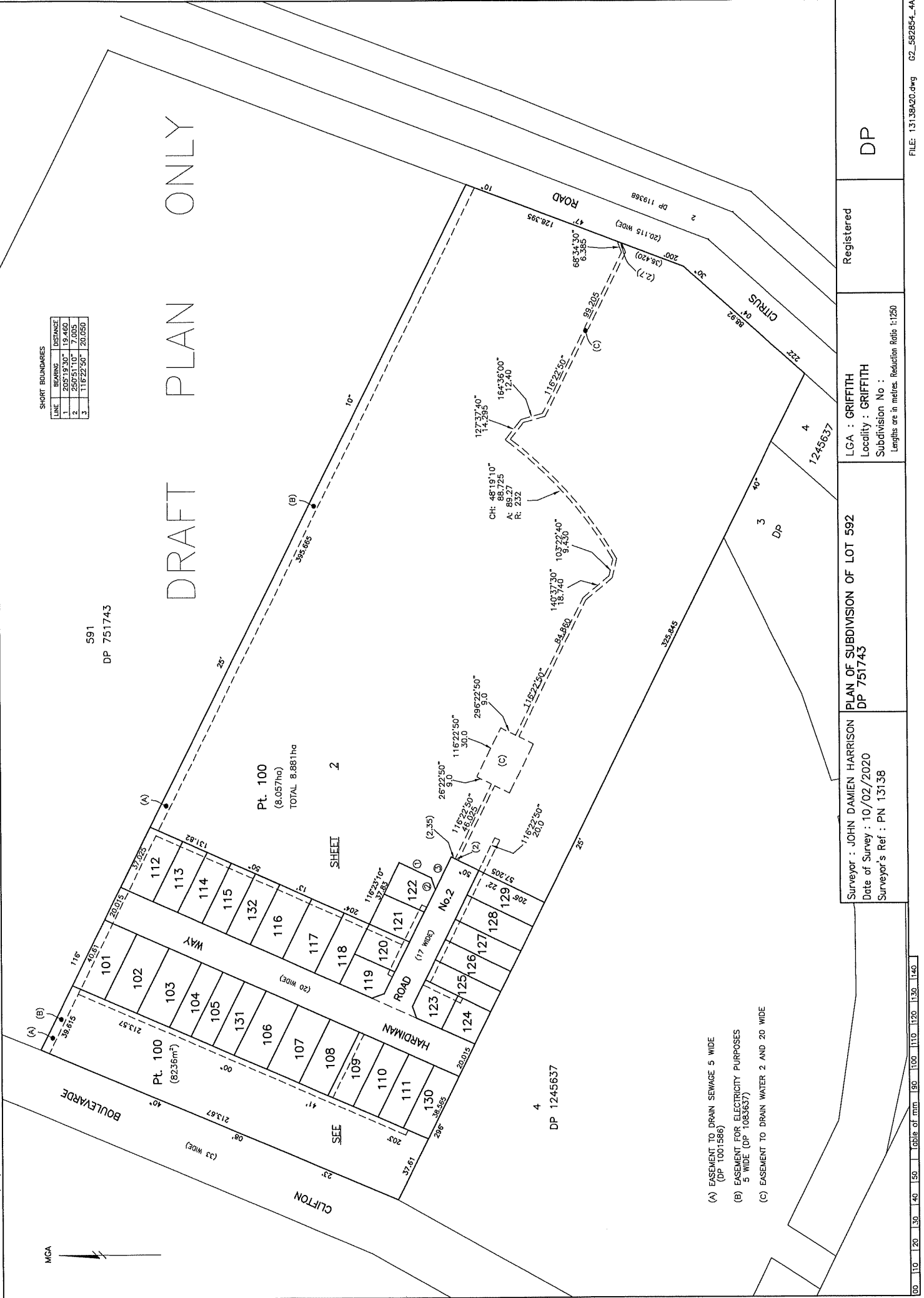
00	10	20	30	40	50	60	70	80	90	100	110	120	130	140
----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SHORT BOUNDARIES

LINE	BEARING	DISTANCE
1	265°32'00"	59.440
2	260°51'10"	7.005
3	116°22'50"	20.050

DRAFT PLAN ONLY



591
DP 751743

PL. 100
(8.057ha)
TOTAL 8.881ha

SHEET 2

4
DP 1245637

- (A) EASEMENT TO DRAIN SEWAGE 5 WIDE (DP 1001586)
- (B) EASEMENT FOR ELECTRICITY PURPOSES 5 WIDE (DP 1083637)
- (C) EASEMENT TO DRAIN WATER 2 AND 20 WIDE

Registered DP	LCA : GRIFFITH Locality : GRIFFITH Subdivision No : Lengths are in metres. Reduction Ratio 1:1250	Surveyor : JOHN DAMIEN HARRISON Date of Survey : 10/02/2020 Surveyor's Ref : PN 13138
PLAN OF SUBDIVISION OF LOT 592 DP 751743		

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only	Office Use Only
Registered:	DRAFT
Title System:	
PLAN OF SUBDIVISION OF LOT 592 DP751743	LGA: GRIFFITH Locality: GRIFFITH Parish: WYANGAN County: COOPER
<p style="text-align: center;">Survey Certificate</p> I, JOHN DAMIEN HARRISON of PHL Surveyors a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(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 or *(b) The part of the land shown in the plan (*being/*excluding **.....) 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..... The part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: X - Y Type: *Urban / *Rural The terrain is *Level Undulating / *Steep Mountainous. Signature: Dated: Surveyor Identification No: 1220 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *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 style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</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. Signature: Date: File Number: Office:
Plans used in the preparation of survey / compilation. 7116-1804 DP1245637 DP1083637	<p style="text-align: center;">Subdivision Certificate</p> I, *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. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.
Surveyor's Reference: PN13138	Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE HARDIMAN WAY AND ROAD NO.2 TO THE PUBLIC AS PUBLIC ROAD Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Office Use Only

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOT 592 DP751743

DRAFT

Subdivision Certificate number:

Date of Endorsement:

- 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.

Street addresses of all lots are not available

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 2 AND 20 WIDE (C)
2. EASEMENT TO DRAIN SEWAGE 3 WIDE (D)
3. EASEMENT TO DRAIN WATER 3 WIDE (E)
4. RESTRICTION ON THE USE OF LAND

If space is insufficient use additional annexure sheet

Surveyor's Reference: PN13138

**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 3 sheets)

DP

PLAN OF SUBDIVISION OF LOT 592 DP 751743
COVERED BY SUBDIVISION CERTIFICATE
NUMBER

Full Name and Address of
Registered Proprietor of the
Land:

COLLINA 10 PTY LTD (ACN)
.....

PART 1 (Creation)

Number of item shown in the Intention Panel in the Plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s)	Benefited lot(s)/ Prescribed Authority
1	Easement to Drain Water 2 and 20 Wide (C)	100	Griffith City Council
2	Easement to Drain Sewage 3 Wide (D)	100 112-129 132	Griffith City Council
3	Easement to Drain Water 3 Wide (E)	109 120 118 117 116 115 114 113 132	100 112-118,132 112-117,132 112-116,132 112-115,132 112-114 112,113 112 112-115
4	Restriction on the Use of Land	101-132	Every other lot

DP

PLAN OF SUBDIVISION OF LOT 592 DP 751743
COVERED BY SUBDIVISION CERTIFICATE
NUMBER

PART 2 Terms

1. Terms of Restriction on the Use of Land Numbered 4 in the Plan:

- a) The outside wall of any dwelling house or residence on any lot will not be erected in material other than brick, cement block and Hebel block. Cement render, Granosite finishes, painted concrete, infill panels of timber and/or fibrous cement are permitted.
- b) No dwelling will be erected or constructed other than with new materials or with such material as are approved by Clifton Gardens Pty Ltd.
- c) No dwelling house will be erected with a living area, excluding any garage, carport, patio of less than one hundred and twenty-five square meters (125m) with only one (1) main dwelling house to be erected on each lot.
- d) No transportable or relocatable home shall be brought onto the land, constructed thereon or permitted to remain thereon without the approval of Clifton Gardens Pty Ltd.
- e) No garden shed or other structure (other than any dwelling house erected on the land) shall have a height in excess of four (4) metres above natural ground level.
- f) Material for driveway construction will be pebblecrete, patterned or plain concrete, concrete brick or brick tile paving surfaces or such other material as is approved of by Clifton Gardens Pty Ltd.
- g) No fence will be erected to divide it from any adjoining land owned by the Griffith City Council or the Vendor without the consent of Clifton Gardens Pty Ltd. Such consent shall not be withheld if such fence is erected without expense to Griffith City Council and/or Clifton Gardens Pty Ltd.
- h) No front boundary fencing will be erected in material other than brick or timber posts, with metal or timber rails. Side and rear boundary fencing is permitted to be constructed using pre-coloured metal materials.
- i) There shall be no heavy vehicle usage, maintenance, storage or parking on the property other than during any construction stage or removal or transport of goods on a temporary basis, with no motor vehicle above the size of a small rigid vehicle in excess of two (2) tonnes tare weight to be parked or accommodated on the property.

The name of the party & authority having the right to release, vary or modify the above Terms of Restriction on the Use of Land is both Clifton Gardens Pty Ltd and Griffith City Council.

DP

PLAN OF SUBDIVISION OF LOT 592 DP 751743
COVERED BY SUBDIVISION CERTIFICATE
NUMBER

SIGNATURES

SIGNED for and on behalf of
Collina 10 Pty Ltd (ACN)
pursuant to section 22 (1) of the
Associations Incorporation Act 2009 (NSW)

.....
XXXXXXXX
Secretary

.....
XXXXXXXX
Chairperson

Griffith City Council by its authorised
delegate Pursuant to S.377 Local
Government Act 1993

I certify that I am an eligible witness and
that the delegate signed in my presence

.....
Signature of authorised delegate

.....
Signature of witness

.....
Name of authorised delegate

.....
Name and address of witness



PLANNING CERTIFICATE under Section 10.7(2) & 10.7(5)
Environmental Planning and Assessment Act 1979

Applicant: Mackenzie & Vardanega
PO Box 1443
GRIFFITH NSW 2680

Certificate number: 4166/2018	Certificate date: 10/05/2018
Receipt number: 1216508	Certificate fee: \$133.00
Property Number: 103675	Applicant's reference: RAV:KC:299581

DESCRIPTION OF PROPERTY

Title: Lot 592 DP 751743 FNO 686
Property: 686 Clifton Boulevard GRIFFITH 2680

LAND TO WHICH CERTIFICATE RELATES

The land to which this certificate relates, being the lot or one of the lots described in the corresponding application, is shown in the Council's records as being situated at the street address described on page 1 of this certificate. The information contained in this certificate relates only to the lot described on the certificate. Where the street address comprises more than one lot in one or more deposited plans or strata plans, separate planning certificates should be obtained upon application for the other lots. Those certificates may contain different information than is contained in this certificate.

PART A: SECTION 10.7(2) DETAILS

In accordance with section 10.7(2) of the Environmental Planning and Assessment Act 1979, at the date of this certificate the following information is provided in respect of the prescribed matters to be included in a planning certificate.

1 NAMES OF RELEVANT ENVIRONMENTAL PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS (Item 1 of Schedule 4 of the Environmental Planning and Assessment Regulations 2000)

(1) Environmental Planning Instruments

- a) The following is a list of Local Environmental Plans that apply to the Griffith City Council area.

Griffith Local Environmental Plan 2014 (Amendment No.2) as gazetted on 17 May 2017.

A copy of GLEP 2014 may be viewed at www.legislation.nsw.gov.au

- b) The following is a list of State Environmental Planning Policies and deemed State Environmental Planning Policies (formerly Regional Environmental Plans) that apply to the Griffith City Council area. The policy may or may not be specifically applicable to the land that is the subject of this certificate. You will need to examine the policy for the necessary details.

Any enquiries regarding State Environmental Planning Policies should be directed to the NSW Department of Planning and Environment on (02) 9391 2222 or see their website – www.planning.nsw.gov.au

SEPP No. 1	Development Standards
SEPP No. 4	Development Without Consent and Miscellaneous Exempt and Complying Development
SEPP No. 6	Number of Storeys in a Building
SEPP No. 21	Caravan Parks
SEPP No. 22	Shops and Commercial Premises
SEPP No. 30	Intensive Agriculture
SEPP No. 33	Hazardous and Offensive Development
SEPP No. 36	Manufactured Home Estates
SEPP No. 50	Canal Estates
SEPP No. 52	Farm Dams and Other Works in Land and Water Management Plan Areas
SEPP No. 55	Remediation of Land
SEPP No. 62	Sustainable Aquaculture
SEPP No. 64	Advertising and Signage
SEPP No. 65	Design Quality of Residential Flat Development
SEPP	Housing for Seniors of People with a Disability 2004
SEPP	Building Sustainability Index (BASIX) 2004
SEPP	Major Developments 2005
SEPP	Mining, Petroleum Production and Extractive Industries 2007
SEPP	Temporary Structures 2007
SEPP	Infrastructure 2007
SEPP	Miscellaneous Consent Provisions 2007
SEPP	Rural Lands 2008
SEPP	Exempt and Complying Development Code 2008
SEPP	Affordable Rental Housing 2009
SEPP	Urban Renewal 2010
SEPP	State and Regional Development 2011
SEPP	Educational Establishments and Child Care Facilities 2017

(2) Proposed Environmental Planning Instruments

- a) There are no draft local environmental plans applying to the subject land.
- b) There are currently no proposed State Environmental Planning policies that apply to the Griffith Local Government Area. Any enquiries regarding the draft State Environmental Planning Policies should be directed to the NSW Department of Planning and Environment on (02) 9391 2222 or see their website – www.planning.nsw.gov.au

(3) Development Control Plans

The following Development Control Plans adopted by Griffith City Council are in force.

DCP No. 1	Non-Urban Development
DCP No. 3	Industrial Development
DCP No. 5	Wyangan Avenue Residential Precinct
DCP No. 6B	Pioneer and South Griffith Development Area
DCP No. 11	Urban Subdivision
DCP No. 17	Siting and Development of Public Open Space
DCP No. 19	Mixed Development
DCP No. 20	Off Street Parking (2011)
DCP No. 21	Residential Development Policy
DCP No. 25	Public Notification of Development Applications

It should be noted that the relevance of some of the listed development control plans are dependent on the zoning of the land, the type of development proposed or the locality of the site.

2 ZONING AND LAND USE UNDER RELEVANT LOCAL ENVIRONMENTAL PLANS (Item 2 of Schedule 4 of the Environmental Planning and Assessment Regulations 2000)

(a) Zoning

The subject land is within the R1 – **General Residential** zone as identified in the Land Use Table and on the zoning map.

1. Objectives of zone

- To provide for the housing needs of the community.
 - To provide for a variety of housing types and densities.
 - To enable other land uses that provide facilities or services to meet the day to day needs of residents.
 - To facilitate development of social and community infrastructure to meet the needs of future residents.
 - To allow people to carry out a reasonable range of activities from their homes, if such activities do not adversely affect the living environment of neighbours.
- **Development that may be carried out within the zone without the need for development consent**

2. Permitted without consent

Environmental protection works; Home-based child care; Home occupations

- **Development that may not be carried out within the zone except with development consent**

3. Permitted with consent

Attached dwellings; Boarding houses; Business premises; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Group homes; Home businesses; Home industries; Hostels; Kiosks; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Respite day care centres; Restaurants or cafes; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4

- **Development that is prohibited within the zone**

4. Prohibited

Advertising structures; Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Function centres; Funeral homes; Heavy industrial storage establishments; Highway service centres; Home occupation (sex services); Hotel or motel accommodation; Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Recreation facilities (major); Registered clubs; Research stations; Resource recovery facilities; Restricted premises; Retail premises; Rural industries; Rural workers' dwellings; Service stations; Sewage treatment plants; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures; Wharf of boating facilities; Wholesale supplies

- (b) Development standards applying to the land that fixes the minimum land dimension for the erection of a dwelling house on the land**

The provisions of Part 4 of Griffith Local Environmental Plan 2014 sets down the principal development standards applying to the land including those that fix a minimum land dimension for the erection of a dwelling house on the land.

The Lot Size Map of Griffith Local Environmental Plan identifies that the minimum lot size for the subject land is:

- 50,000m²

- (c) Critical habitat**

The subject site is not considered critical habitat.

(d) **Conservation Areas**

No.

(e) **Items of Environmental Heritage**

No.

2A. ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006 (Item 2a of Schedule 4 of the Environmental Planning and Assessment Regulations 2000)

The provisions of State Environmental Planning Policy (Sydney Region Growth Centres) 2006 do not apply to land within the boundaries of Griffith City Council.

3. COMPLYING DEVELOPMENT (Item 3 of Schedule 4 of the Environmental Planning and Assessment Regulations 2000)

- A. May complying development be carried on the land under each of the codes for complying development because of the provisions of Clause 1.17A (1) (c) to (e), (2), (3) of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?

Complying development may be carried out on the land under each of the codes identified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

- B. May complying development may be carried out on the land under each of the codes for complying development because of the provisions of Clause 1.18(1)(c3) of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?

Complying development may be carried out on the land under each of the codes identified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

- C. May complying development may be carried out on the land under each of the codes for complying development because of the provisions of Clause 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?

This is land upon which complying development may be carried out under each of the codes for complying development because of the provisions of Clause 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

DISCLAIMER

Disclaimer: This certificate only addresses matters raised in Clause 1.17(1)(c) to (e), (2), (3), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure to comply with any other general requirements of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

4. **COASTAL PROTECTION** (Item 4 of Schedule 4 of the Environmental Planning and Assessment Regulations 2000)

Is the land affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that Council has been so notified by the Department of Services, Technology and Administration?

No.

4A. **CERTAIN INFORMATION RELATING TO BEACHES AND COASTS** (Item 4A of Schedule 4 of the Environmental Planning and Assessment Regulations 2000)

Griffith City Council is not a coastal Council and therefore any provisions in respect to orders made under the Coastal Protection Act, 1979 in relation to emergency coastal works; or in respect to the categorisation of coastal risks to land do not apply.

4B. **ANNUAL CHARGES UNDER THE LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL WORKS** (Item 4B of Schedule 4 of the Environmental Planning and Assessment Regulations 2000)

Griffith City Council is not a coastal Council and therefore the provisions Section 496B of the Local Government Act, 1993 in respect to annual charges for coastal protection services that relate to existing coastal works do not apply.

5. **MINE SUBSIDENCE** (Item 5 of Schedule 4 of the Environmental Planning and Assessment Regulations 2000)

Is the land proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?

No.

6. **ROAD WIDENING AND ROAD REALIGNMENT** (Item 6 of Schedule 4 of the Environmental Planning and Assessment Regulations 2000)

Is the land affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993; or
- (b) any environmental planning instrument; or
- (c) any resolution of the council?

The subject land is not affected by any road widening or realignment proposal.

7. **COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS** (Item 7 of Schedule 4 of the Environmental Planning and Assessment Regulations 2000)

Is the land or part of the land affected by a policy adopted by the council, or adopted by any other public authority and notified to the council for the express purpose of adoption by that authority being referred to in planning certificates issued by Council that restricts the development of land because of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils, or any other risk (other than flooding)?

Council in considering the development of any land may refer to the following documents:

- (a) *Managing Land Contamination: Planning Guidelines SEPP 55 – Remediation of Land*, Department of Urban Affairs & Planning and the Environment Protection Authority (ISBN 0 7310 9005 5) identifies some activities that may cause land contamination and provides guidelines for the remediation and development of contaminated land.
- (b) Contaminated Land Management Policy (EH-CP-203) adopted by Council 11 July 2017.
- (c) Section 4.14 of the Environmental Planning and Assessment Act, 1979 states the *Planning for Bushfire Protection*, NSW Rural Fire Service (ISBN 0 9751033 2 6) is relevant to land that is bushfire prone.

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION (Item 7A of Schedule 4 of the Environmental Planning and Assessment Regulations 2000)

Is development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling houses, residential flat buildings (not including development for the purposes of group homes or seniors housing) or for any other purpose subject to flood related development controls?

Council considers the land in question to be above the Flood Planning Level (FPL). It should however be noted that a minimum floor height above ground level is enforced by Council Policy No. 105 – Floor Heights.

Note: Flood planning level means the level of a 1:100 ARI (average recurrent interval) flood event plus 0.5 metres freeboard.

8. LAND RESERVED FOR ACQUISITION (Item 8 of Schedule 4 of the Environmental Planning and Assessment Regulations 2000)

Is there an Environmental Planning Instrument, deemed Environmental Planning Instrument or Draft Environmental Planning Instrument applying to the land providing for the acquisition of the land by a public authority, as referred to in section 3.15 of the Environmental Planning and Assessment Act 1979?

No.

9. CONTRIBUTIONS PLANS (Item 9 of Schedule 4 of the Environmental Planning and Assessment Regulations 2000)

Contribution plans apply to the Griffith City Council Local Government Area.

From 1 July 2010 a contribution plan compiled in accordance with the provisions of Section 7.12 of the Environmental Planning and Assessment Act 1979 will apply.

9A. BIODIVERSITY CERTIFIED LAND (Item 9A of Schedule 4 of the Environmental Planning and Assessment Regulations 2000)

Is the land biodiversity certified land within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*?

No.

10. BIOBANKING AGREEMENTS (Item 10 of Schedule 4 of the Environmental Planning and Assessment Regulations 2000)

Is the land subject to a bio-banking agreement under Part 7A of the *Threatened Species Conservation Act, 1995*?

Council has not received notification from the Director-General of the NSW Office of Environment and Heritage of any bio-banking agreement on this site.

10A. NATIVE VEGETATION CLEARING SET ASIDES (Item 10A of Schedule 4 of the Environmental Planning and Assessment Regulations 2000)

Does the land contain a set aside area under Section 60ZC of the Local Lands Services Act, 2013?

Council has not received notification from the Local Lands Services of any set aside areas on the land.

11. BUSH FIRE PRONE LAND (Item 11 of Schedule 4 of the Environmental Planning and Assessment Regulations 2000)

Is the land or some of the land bush fire prone land (as defined in the Act)?

The site is not bushfire prone land.

12. PROPERTY VEGETATION PLANS (Item 12 of Schedule 4 of the Environmental Planning and Assessment Regulations 2000)

Is there a *property vegetation plan* under the *Native Vegetation Act, 2003* applying to the land?

No.

13. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006 (Item 13 of Schedule 4 of the Environmental Planning and Assessment Regulations 2000)

Has an order been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land?

No.

14. DIRECTIONS UNDER PART 3A (Item 14 of Schedule 4 of the Environmental Planning and Assessment Regulations 2000)

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

No.

15. SITE COMPATABILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING (Item 15 of Schedule 4 of the Environmental Planning and Assessment Regulations 2000)

- a) Is there a current site compatibility certificate issued under clause 25 of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*?

No.

- b) Has a condition of consent been imposed on a development application granted after 11 October 2007 which sets out terms of a kind referred to under Clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*?

No.

16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS (Item 16 of Schedule 4 of the Environmental Planning and Assessment Regulations 2000)

- a) Is there a valid site compatibility certificate (Infrastructure) or a site compatibility certificate (schools or TAFE establishments) in place?

No.

17. SITE COMPATIBILITY CERTIFICATES FOR AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING (Item 17 of Schedule 4 of the Environmental Planning and Assessment Regulations 2000)

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

No.

- b) Have conditions of consent been imposed on a development application in respect of the land with regard to clause 17 (1) or 37 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009*?

There has been no development consent granted under the provisions *State Environmental Planning Policy (Affordable Rental Housing) 2009* for the subject land.

18. PAPER SUBDIVISION INFORMATION (Item 18 of Schedule 4 of the Environmental Planning and Assessment Regulations 2000)

- (a) What is the name of any development plan adopted by the relevant authority that applies to the land or that is proposed to be the subject to a consent ballot.

There are no adopted or proposed development plans applicable to the subject land.

- (b) What is date of any subdivision order applying to the land

There are no subdivision orders applying to subject land.

19. SITE VERIFICATION CERTIFICATES (Item 19 of Schedule 4 of the Environmental Planning and Assessment Regulations 2000)

- (a) Is there a current site verification certificate, of which the council is aware, in respect of proposed development on the land?

No.

20. LOOSE-FILL ASBESTOS INSULATION (Item 20 of Schedule 4 of the Environmental Planning and Assessment Regulations 2000)

- (a) Does the land include 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?

The Loose-fill Asbestos Insulation Register can be viewed on the NSW Government Department of Fair Trading website.

21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (Item 21 of Schedule 4 of the Environmental Planning and Assessment Regulations 2000)

- (a) Is Council aware of any affected building notice that is in force in respect to the land?

Council is not aware of any affected building notice in force under Part 4 of the Building Products (Safety) Act, 2017.

- (b) Is Council aware of any building product rectification order that is in force in respect to the land and has not been fully complied with?

Council is not aware of any building product rectification orders applying to the land that have not been complied with.

- (c) Is Council aware of any notice of intention to make a building product rectification order that has been given and is outstanding?

Council is not aware of any outstanding notice of intention to make a building product rectification order.

Disclaimer: This Section 10.7(2) certificate contains information provided to *Griffith City Council* by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. The following information is sourced from a third party, includes biodiversity certified land (Item 9A); bio-banking agreements (Item 10); bushfire prone land (Item 11); property vegetation plans (Item 12); orders under the *Trees (Disputes Between Neighbours) Act, 2006* (Item 13); site compatibility certificates (Items, 15, 16 and 17) and site verification certificates (Item 18).

It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

PART B: ADDITIONAL MATTERS

22. MATTERS PRESCRIBED BY SECTION 59(2) OF THE CONTAMINATED LAND MANAGEMENT ACT 1997 No 140 TO BE SPECIFIED IN A PLANNING CERTIFICATE
(Note after Item 19 of Schedule 4 of the Environmental Planning and Assessment Regulations 2000)

- a) Is the land or part of the land to which the certificate relates significantly contaminated land within the meaning of that Act?

Council has not been notified by the Office of Environment and Heritage that the subject land has been declared significantly contaminated land within the meaning of the *Contaminated Land Management Act, 1997*. Applicants are advised to make their own investigations.

- b) Is the land to which the certificate relates subject to a management order within the meaning of that Act?

Council has not been notified by the Office of Environment and Heritage that the subject land is subject to a management order within the meaning of the *Contaminated Land Management Act, 1997*.

- c) Is the land to which the certificate relates the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,

Council has not been notified by the Office of Environment and Heritage that the subject land is subject to a voluntary management proposal within the meaning of the *Contaminated Land Management Act, 1997*.

- d) Is the land to which the certificate relates subject to an ongoing maintenance order within the meaning of that Act?

Council has not been notified by the Office of Environment and Heritage that the subject land is subject to an ongoing maintenance within the meaning of the *Contaminated Land Management Act, 1997*.

- e) Is the land to which the certificate relates the subject of a site audit statement within the meaning of that Act?

Council is not aware that the land is the subject of an site audit statement as it has not been provided with any copy of such a statement at the time this certificate is issued.

Disclaimer: *Griffith City Council* and the *NSW Office of Environment and Heritage (OEH)* has taken all reasonable care to ensure that information in the list of contaminated sites notified to OEH (the list) is complete and correct. The OEH does not, however, warrant or represent that the list is free from errors or omissions or that it is exhaustive and may, without notice, change any or all of the information in the list at any time. You should obtain independent advice before you make any decision based on the information in the list.

The list is made available on the understanding that *Griffith City Council*, the OEH, their servants and agents, to the extent permitted by law, accept no responsibility for any damage, cost, loss or expense incurred by you as a result of:

1. any information in the list; or
2. any error, omission or misrepresentation in the list; or
3. any malfunction or failure to function of the list;
4. without limiting (2) or (3) above, any delay, failure or error recording, displaying or updating information.

PART C: SECTION 10.7(5) OTHER RELEVANT MATTERS AFFECTING THE LAND

The following information is provided in good faith and Council shall not incur any liability in respect of such advice in accordance with section 10.7(6) of the Environmental Planning and Assessment Act 1979.

23. RESOLUTION OF COUNCIL TO PREPARE AMENDING LOCAL ENVIRONMENTAL PLANS

Council has not made any resolution to amend Griffith Local Environmental Plan 2014.

24. TREE PRESERVATION ORDER

Griffith City Council has adopted a policy in respect to the preservation of trees. This policy and the provisions of Clause 5.9 of Griffith Local Environmental Plan 2014 state that a person must not ringbark, cut down, top, lop, remove, injure or wilfully destroy any tree or other vegetation to which any such policy applies without the authority conferred by development consent or a permit granted by Council.

25. BUFFER ZONES

The subject site has not been mapped as being within a buffer zone of an industry or other activity.

26. SECTION 64 CONTRIBUTIONS (LOCAL GOVERNMENT ACT, 1993)

The effect of section 64 of the Local Government Act 1993 is to give the functions of the Water Management Act 2000 to Council in the same way it applies to a water supply authority. Section 306(2) of the Water Management Act 2000 enables a water supply authority to require a developer to do either or both of the following:

(a) *to pay a specified amount to the water supply authority by way of contribution towards the cost of such water management works as are specified in the notice, being existing works or projected works, or both,*

(b) *to construct water management works to serve the development.*

In this regard Griffith City Council has Development Servicing Plans for water, sewerage and stormwater which may apply to the land, details of which are available on Council's website, www.griffith.nsw.gov.au. For further information pertaining to these development servicing plans please contact Griffith City Council.

27. PROPERTIES NOT CONNECTED TO SEWER

If the property is not connected to the sewer and sewage management facilities are provided, owners of the land need to comply with the performance standards of the Local Government (General) Regulation 2005 and possibly specific Council requirements. Any intending purchaser will need to consider the adequacy of the facilities and sewage management arrangements in place.

Purchasers of land will need to make application to enter into a sewage management agreement for the operation of facilities within three (3) months of purchase.

28. RURAL NUMBERING

Council is in the process of releasing Rural Numbers to all occupied properties in the Griffith Local Government Area. If the land is within the affected area, you may notice a change of property address however the real property description, being the Lot and Deposited Plan (DP) number remain unchanged. You will need to update your records to take advantage of any roadside delivery service provided by Australia Post.

For further information about Rural Numbering contact Griffith City Council. If you have questions regarding any roadside delivery service you are advised to contact Australia Post.

Signed: ......

Under Delegated Authority
of the General Manager



DA 223/2018:KR:KR

**NOTICE OF DETERMINATION OF A
DEVELOPMENT APPLICATION (DEFERRED COMMENCEMENT)**

(Section 4.16(1)(a) & 4.16(3) Environmental Planning & Assessment Act, 1979)

Development Application No.: 223/2018

Applicant(s): Planningmatters Development Service
For & on behalf of JZ Management Pty Ltd
23 Norilla Street
Griffith NSW 2860

Description of Development: 109 Lot Torrens Title Subdivision including 17 multi-dwelling Lots

Property Description: LOT: 592 DP: 751743 FNO: 686
686 Clifton Boulevard GRIFFITH

Date of determination: 11 December 2018

Development application has been: granted a '**deferred commencement consent**'
(subject to conditions in Attachments 'B' & 'C')

Deferred Commencement lapses on: 11 December 2020

Development consent operates from: date when confirmation is given by Council that all conditions listed in 'Attachment A' have been satisfied

Development consent lapses on: 11 December 2023 (providing that all conditions listed in 'Attachment B' were satisfied and complied with prior to the period of deferred commencement lapsing)

'General terms of approval' given by: no other authorities

It is important that all conditions be carefully read and understood prior to the commencement of the development. If you are dissatisfied with this decision, Section 8.7 of the Environmental Planning and Assessment Act 1979 provides you with the right to appeal to the Land and Environment Court of New South Wales within six (6) months from the date of this notice.

For further information regarding this matter please contact Council's Relief Town Planner (Development Assessment), Kerry Rourke, 62698169.

A handwritten signature in black ink, appearing to read 'Carel Potgieter', is written over a large, stylized circular graphic element.

**CAREL POTGIETER
ACTING DIRECTOR SUSTAINABLE DEVELOPMENT**

Enc

Attachment A - General Advice

This Notice of Determination does not remove the applicant's obligation to obtain approvals required by any other legislation.

1. Right of Appeal

If you are dissatisfied with this decision, Section 8.7 of the *Environmental Planning and Assessment Act 1979* provides you the right to appeal to the Land and Environment Court of New South Wales within six (6) months from the date of this notice.

2. Review of Determination

If you are dissatisfied with this decision, Section 8.2 of the *Environmental Planning and Assessment Act 1979* provides that the applicant may request the Council to Review the Determination. The request must be made and determined within six (6) months of the date of this determination. It is advisable to lodge the application for review under Section 8.2 as soon as possible to facilitate the statutory timeframes.

3. Compliance with Development Consent

The development and all associated works must be carried out in accordance with this development consent and subsequent construction approvals.

4. Unauthorised Development

It is an offence to carry out any unauthorised development or building work or to carry out any development or building work that is not in accordance with Council's development consent. An offence under *Environmental Planning and Assessment Act 1979* and Regulations is subject to a penalty up to \$1,100,000 and \$110,000 respectively.

Council may also serve a notice and an order to require the demolition/removal of unauthorised building work or to require full compliance with Council's development consent. On the spot penalties may be imposed for works which are carried out in breach of this consent, or without consent.

5. Prior to commencement of any variations from the approved plans and conditions of approval, an amended development application and a (new or amended) Construction Certificate may be required to be submitted to and approved by Council or an Accredited Certifier. Failure to obtain the required prior written development consent from Council for any variations to the consent (and failure to obtain a new/amended construction certificate) is an offence, which may result in the above penalties or infringements.

6. National Construction Code and Australian Standards

This determination does not include an assessment of the proposed works under the National Code of Australia (NCC) and other relevant Standards. All new building work (including alterations and additions) must comply with the NCC and relevant Standards.

Attachment B - Deferred Commencement Conditions

Council hereby grants "Deferred Commencement Consent" for Staged 109 Lot Torrens Title Residential Subdivision (17 of which will be multi-dwelling lots), construction of public roads and associated infrastructure including public utilities and stormwater drainage, in seven (7) stages.

In accordance with Section 4.16(3) of the Environmental Planning and Assessment Act 1979, this development consent does not become operational until the following conditions have been met and/or satisfied:

- (a) A review of State Environmental Planning Policy No 55 – Remediation of Lands and the corresponding guidelines shall be carried out and submission to Council of a Limited Stage 2 Site Investigation Report (including a soil sampling regime) due to the existing use of the lands for agriculture.

In accordance with clause 4.53(6) of the Environmental Planning and Assessment Act, 1979, this "Deferred Commencement Consent" remains valid for a period of 2 years, from the date of notification. If Council is not completely satisfied within this time period as to the completion of the above matters, the development application will be deemed to have lapsed and the provisions of Section 8.7 shall apply as if the consent had been refused.

If the conditions listed in the "Deferred Commencement Consent" above are satisfied, Council will issue notice that the consent has become operational and the 'Operational' conditions of consent set out hereunder will then apply.

Attachment C – Conditions of Consent

Administrative Conditions for ALL STAGES

The development must be carried out in accordance with the following conditions of consent.

(1) Approved Development

Development consent has been granted for Staged 109 Lot Torrens Title Residential Subdivision at LOT: 592 DP: 751743, 686 Clifton Boulevard GRIFFITH

It is advised that the proposed development has been assessed in regards to the provision of the Griffith Local Environmental Plan 2014 and is considered to be a 109 Lot Torrens Title Residential Subdivision (17 of which will be multi-dwelling lots), construction of public roads and associated infrastructure including public utilities and stormwater drainage, in seven (7) stages.

The development must be implemented substantially in accordance with Development Application No. 223/2018 received by Council on 04 October 2014 and the below mentioned plans and/or documents, except where amended in red on the attached plans or modified by the conditions of this consent.

Drawing / Plan	Date Received by Council	Prepared or Drawn By
Lot Layout Plan as amended by Condition #2 and red on the plan	04 October 2018	Zeplan Drafting Services
Staging Plan as amended by Condition #2 and red on the plan	04 October 2018	Zeplan Drafting Services

Document	Date Received by Council	Prepared or Drawn By
Statement of Environmental Effects	04 October 2018	Planningmatters Development Service Pty Ltd
Clause 4.6 Concession request	12 October 2018	Planningmatters Development Service Pty Ltd

Inconsistency between plans and documents

If there is any inconsistency between the approved plans and documents referred to above, the plans shall prevail.

- (2) Lots G12 through G14 shall be consolidated into one lot and Lots G15 and G16 shall be consolidated into one lot, for the purpose of multi-unit development. Amalgamated Lots G12 through 14 shall be renumbered G12 and amalgamated G15 & 16 shall be renumbered G13.
- (3) Construction Certificate (Subdivision Works)

Prior to construction of the approved development, it is necessary to obtain a Construction Approval for subdivision works. This approval can only be issued by Council. An Application for Construction Approval form, complete with detailed plans and specifications, shall be submitted to Council for the approval.

(4) Provision of Services

The applicant is to be responsible for all amplification, extension and adequate provision for connection to services at their own expense. The work is to be in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards* and relevant authorities' specifications.

(5) Lapsing of Consent

In accordance with Section 4.53 of the Environmental Planning and Assessment Act, 1979 this consent is valid for a period of five (5) years from the date of consent.

Note 1: Development consent for the purpose of the erection of a building or the subdivision of land or the carrying out of a work does not lapse if building, engineering or construction work relating to the development is lawfully and physically commenced on the land to which the consent applies before the date on which the consent would otherwise lapse.

(6) Aboriginal or Cultural artefacts

Should any Aboriginal artefacts, other cultural artefacts, archaeological relics or any object having interest due to its age or association with the past be located during the course of works, all works are to cease immediately and notification shall be provided to the Office of Environment and Heritage in accordance with the *National Parks and Wildlife Act 1974*. Work shall not recommence in the area until this is authorised by the Office of Environment and Heritage.

Note. Depending on the significance of the object uncovered, an archaeological assessment and excavation permit under the Heritage Act 1977 may be required before further the work can continue.

(7) Existing Services

The applicant must check that the proposed works do not affect any Council, electricity, telecommunications, gas or other services. Any required alterations to services will be at the developer's expense.

(8) Clearing of Vegetation

Vegetation shall not be burned on the site unless authorised by the NSW Rural Fire Service. All vegetation that is approved to be cleared to allow the development shall be either relocated, chipped and/or mulched and removed from the site for disposal at an approved waste recycling or management depot if no NSW Rural Fire Service authorisation is received.

(9) Legal and Practical Access to a Public Road

There shall be no issue of the Subdivision Certificate for Stage 1 (Lots B1 – B14), (or any future stage) until legal and practical access to a public road has been provided to Lot 592 DP 751743 from either Farm 9 (DA 199/2018 or other approved DA) or Farm 11 (DA 100/2016) to ensure orderly development of the land and controlled access is compliant with Council's Collina Growth Area DCP.

(10) Pursuant to Clause 2.6(e) of the Collina Growth Area Development Control Plan, a Restriction as to User pursuant to Section 88B of the Conveyancing Act 1919 shall be

placed on all lots within the subdivision stating that only one dwelling shall be constructed with the exception of lots designated as multi-unit lots as shown on the approved plans accompanying the development application (i.e. Lots C7, D7, D8, D9, D10, E1, E7, E15, E22, F1, F4, F7, F9, F10, F13, consolidated G12-G14, consolidated G15-16).

- (11) Should any contaminated land be found, remediation should be then be carried out as per SEPP 55 – Remediation of Land.

- (12) Public Road

The portion of land proposed to be public road is to be gazetted as a road reserve in accordance with Section 9 of the NSW Roads Act 1993. The plan of the subdivision to be registered with the office of the Registrar-General is to include a statement of intention to dedicate the specified land as a public road.

- (13) Interallotment Drainage System

The interallotment drainage system for the subject development is NOT to be granted to Council. It is to be the responsibility of the properties served. This requirement is to be included on the 88B Instrument in accordance with the Conveyancing Act

STAGE ONE SECTOR B

Prior to the issue of a Construction Certificate for Subdivision Works

Prior to commencing subdivision works you will need a Construction Certificate for Subdivision Works issued by Council. Before this certificate can be issued, compliance with the following conditions is to be demonstrated.

- (14) Payment of Inspections

The applicant is required to pay for all inspections carried out by Council's Engineers. Payment must be paid for fourteen (14) inspections as per Council's current Revenue Policy **prior to the issue of a Construction Certificate for Subdivision Works for Stage 1**. Any adjustments to the total amount must be paid in full **prior to the issue of a Subdivision Certificate for Stage 1**.

- (15) Road Construction

Hardiman Way is to be constructed to comply with the Collector specifications outlined in Council's *Engineering Guidelines – Subdivisions and Development Standards* for the length detailed on the Stage 1 Sector B Development Plan. **Prior to the issue of a Construction Certificate for Subdivision Works for Stage 1**, detailed engineering design drawings for the roadworks shall be submitted to Council for approval in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards* and *Austrroads Guide to Road Design*. Such plans shall include design and specifications for all proposed work as required for approval by Council. The surface of the road is required to be constructed to consist of a primer seal with a minimum 40mm Asphaltic Concrete (AC).

- (16) Kerb and Gutter Construction

Nominal 150mm high integral kerb & guttering is to be constructed along both sides of Hardiman Way for the length detailed on the Stage 1 Sector B Development Plan. Detailed engineering design drawings for the kerb and gutter and associated works shall be

submitted to Council for approval **prior to the issue of a Construction Certificate for Subdivision Works for Stage 1**. Design plans are to comply with Council's *Engineering Guidelines – Subdivisions and Development Standards*.

(17) Footpath

Prior to the issue of a Construction Certificate for Subdivision Works for Stage 1, the applicant shall submit detailed design plans for a 1.2-metre-wide, concrete footpath to be constructed along the eastern side of Hardiman Way for the length detailed on the Stage 1 Sector B Development Plan. Detailed design drawings are to comply with Council's *Engineering Guidelines – Subdivisions and Development Standards* and Council's *Pedestrian and Bicycle Strategy – May 2018*.

(18) Street Lighting

Provision is to be made for the installation of street lighting along Hardiman Way in accordance with Austroads *Guide to Road Design*, Australian Standard 1158 and any prescribed requirement of Essential Energy for the length detailed on the Stage 1 Sector B Development Plan. Details shall be submitted to Council for approval, **prior to the issue of a Construction Certificate for Subdivision Works for Stage 1**. Lighting drawings are to be prepared by a suitably qualified lighting designer/consultant.

(19) Stormwater Drainage

The proposed stormwater drainage system is to be connected to the Citrus Road drainage channel. Stormwater runoff shall not be permitted to flow over the property boundaries onto the adjoining properties.

Detailed design drawings and hydraulic calculations for the proposed drainage design are to be submitted to Council for approval in accordance with the Collina Growth Area Development Control Plan 2016 (CGA-DCP), SMEC's Collina Drainage Modelling and Design Report 2017, Council's *Engineering Guidelines - Subdivisions and Development Standards* and Council's *Stormwater Drainage and Disposal Policy (CS-CP-310)* prior to the issue of a Construction Certificate for Subdivision Works for Stage 1.

A qualified Civil Engineer with experience in Hydraulic Analysis shall design and certify the stormwater drainage system, which shall be maintained for the life of the project. The consultant is to sign off all drawings and calculations and provide details of Professional Indemnity Insurance.

(20) Extension of Council's Sewer Main

Council's gravity sewer system is to be extended to service the proposed subdivision. The sewer system for Stage 1 is to be designed to be connected to Council's sewerage pumping station located on Lot 3 DP 1245637.

The design for pipelines, as well as manholes and other associated components normally associated with sewerage main installations are to be in accordance with the standards prescribed in Council's *Engineering Guidelines- Subdivisions and Development Standards* and the *Water Services Association of Australia - Gravity Sewerage Code of Australia WSA 02—2014*. Details and designs are to be submitted to Council for approval **prior to the issue of Construction Certificate for Subdivision Works for Stage 1**

(21) Extension of Council's Potable Water Main

Council's reticulated potable water system is to be extended to service the proposed subdivision. The layout of water main infrastructure for the development is to be in accordance with Council's *Collina Growth Area Development Control Plan*.

The design of all new mains and other associated components normally associated with water main installations are to conform to the standards prescribed in *Council's Engineering Guidelines - Subdivisions and Development Standards*, the Water Services Association of Australia – *Water Supply Code of Australia (WSA 03—2011)* and the *GHD Collina Masterplan 2003*. Details and designs are to be submitted to Council for approval **prior to the issue of a Construction Certificate for Subdivision Works for Stage 1.**

(22) Tile Drainage System

If tile drainage exists then appropriate treatment is required to obviate the collection of underground waters in unwanted places.

Documentation shall be submitted to Council **prior to the issue of a Construction Certificate for Subdivision Works for Stage 1** confirming Murrumbidgee Irrigation's requirements for the existing tile drainage system to either remain or be removed.

Should Murrumbidgee Irrigation require the tile drainage system to remain, an easement shall be created in accordance with Section 88B of the Conveyancing Act over all existing tile drainage lines. Matters to be addressed in the instrument shall include the width and location of the easement.

Should Murrumbidgee Irrigation require the tile drainage system to be made redundant, the tile drainage shall be either removed or disconnected to the satisfaction of Murrumbidgee Irrigation and Council.

Details of the work to be carried out on the existing tile drainage system shall be submitted to Council for approval **prior to the issue of a Construction Certificate for Subdivision Works for Stage 1.**

(23) Erosion and Sediment Control

Control measures are to be utilised to prevent soil erosion and silt entering the drainage systems. **Prior to the issue of a Construction Certificate for Subdivision Works for Stage 1** details of the proposed measures utilising the principles outlined in following document, *Soils and Construction – Managing Urban Stormwater by Landcom (Blue Book)*, are to be submitted for Council approval.

(24) **Prior to the issue of a Construction Certificate for Subdivision Works for Stage 1**, a landscaping plan is to be submitted to Council for Stage 1 of the development. The landscaping plan is to specify that the street trees shall be installed in accordance with Council's Tree Policy (PG-CP-402) and Council's Engineering Guidelines – Subdivision and Development Standards. The street trees are to be connected to an irrigation system to be approved by Council and are to be maintained by the developer for 12 months after planting.

Prior to Commencement of Works

The following conditions need to be met prior to the commencement of works. The necessary documentation and information must be provided to the Principal Certifying Authority (PCA), as applicable.

(25) Construction Certificate for Subdivision Works

Prior to commencing construction of the approved development, it is necessary to obtain a Construction Certificate for Subdivision Works for the stormwater, potable water, sewerage, footpath and roadworks to be constructed. This Construction Certificate can only be issued by Council. An application form, complete with detailed plans and specifications, shall be submitted to Council for the approval.

The construction plans must be completed in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards*, relevant Australian Standards, Roads and Maritime Services specifications, the Austroads *Guide to Road Design*, the Griffith *Pedestrian & Bicycle Strategy*, the Water Services Association of Australia – *Water Supply Code of Australia (WSA 03—2011)*, the Water Services Association of Australia – *Gravity Sewerage Code of Australia (WSA 02—2014)*, and relevant authorities specifications.

(26) Construction Management Plan (CMP)

Prior to the commencement of work, a Construction Management Plan is to be prepared by a suitably qualified professional detailing the proposed traffic control and traffic management arrangements to be implemented during the construction of the development. The Construction Management Plan is to be submitted to Council for approval and is to address, but not be limited to, the following:

- a. the management of traffic during construction;
- b. the management of loading and unloading of construction materials on site;
- c. material stockpiling/storage;
- d. identify parking for construction worker vehicles;
- e. dust mitigation measures; and
- f. complaint management and contingency measures.

(27) Application for works on Council's sewer main

Application is to be made to Council's Water and Sewer Department by the appointed licensed plumber **prior to the commencement of work** on Council's sewer main.

(28) Traffic Control Plan (TCP)

A traffic control plan is to be submitted to Council satisfying the provisions of Australian Standard 1742.3, for acceptance **prior to the commencement of work within Council's road reserve**. Strict compliance to the traffic control plan is to be maintained throughout the duration of the construction work.

During Construction

The following conditions of consent must be complied with at all times during the demolition, excavation and construction of the development.

(29) Damage to Council property

If any damage is occasioned to Council property during construction of Stage 1, the cost of repairs will be recoverable. It is therefore requested that any damage which is obvious before works commence be immediately notified to Council to avoid later conflict.

(30) Sedimentation and Erosion Controls

The approved erosion and sediment control measures shall be implemented and maintained for the duration of construction.

(31) Construction Management Plan (CMP)

The construction and traffic management measures specified in the approved Construction Management Plan shall be implemented for duration of construction.

(32) Inspection of Works

All civil construction works for Stage 1 shall be inspected by Council Officers or Council Nominee during normal office hours as specified in Council's *Engineering Guidelines - Subdivisions and Development Standards (Part 1 - Section 4)*. All requests for inspection are to be made to Council's Customer Service Department.

Apart from these inspections various tests are to be conducted in conjunction with the works. Test guidelines and type of tests required are identified in Council's *Engineering Guidelines - Subdivisions and Development Standards*.

(33) Effective dust/noise/erosion control measures are to be maintained during construction of Stage 1 of the development to maintain public safety/amenity.

Prior to the issue of the Subdivision Certificate

Before Council will release the subdivision plan, you will need to demonstrate compliance with the following conditions. The necessary documentation and information must be provided to the Principal Certifying Authority (PCA), as applicable.

(34) Approval of Civil Works

All works specified on the approved Construction Certificate drawings for Stage 1 are to be completed in accordance with *Council's Engineering Guidelines - Subdivisions and Development Standards* (and other authorities specifications outlined within this Development Application) and approved by Council **prior to the issue of a Subdivision Certificate for Stage 1.**

(35) Section 7.12 Development Contributions

In accordance with Section 7.12 of the *Environmental Planning and Assessment Act 1979* (former S94A) and Council's Development Contribution Plan 2010, this development requires the payment of a 7.12 contribution. The Section 7.12 Contribution is required towards the provision of public amenities and services in accordance with Councils

adopted *Section 94A Contributions Plan 2010 (Amendment 2013)*. A copy of this policy is publicly available from Council's website www.griffith.nsw.gov.au.

Total payment shall be \$45,000.00 (1% of the proposed cost of carrying out the development).

The contribution is to be paid **prior to the issue of the Subdivision Certificate for Stage 1**, unless other arrangements acceptable to Council are made. Payment is to be in the form of cash or bank cheque. Where bonding is accepted a bank guarantee is required.

(36) Section 64 Water Supply, Sewerage and Drainage Contributions

Pursuant to Section 64 of the *Local Government Act 1993* and the *Water Management Act 2000*, this development requires a payment of a S64 contribution. The amount payable at the time of issue of this consent is set out in the table below.

Table of Contributions Required – Water, Sewerage & Drainage

Type of contribution	Location	Amount per tenement	Number of tenements	Amount to be paid
Water supply	Collina	\$7,509.00	108	\$810,972.00
Sewerage	Collina	\$5,263.00	108	\$568,404.00
Drainage	Collina	\$4,143.00	108	\$447,444.00
Total		\$16,915	108	\$1,826,820.00

The total amount payable will be subject to review in accordance with Council's Revenue Policy current at the time of payment.

The contribution is to be paid **prior to the issue of the Subdivision Certificate for Stage 1** unless other arrangements acceptable to Council are made.

The contribution is exclusive of the fees for the connection of water services to the individual allotments. Payment is to be in the form of cash or bank cheque. Where bonding is accepted a bank guarantee is required.

Reason: Pursuant to Section 64 of the *Local Government Act 1993* and the *Water Management Act 2000*, the applicant is required to apply to Council for a Compliance Certificate under the provisions of S305 of the *Water Management Act 2000*.

(37) Water Allocation Transfer - Stage

Pursuant to Council's *Water – Volumetric Contributions Policy*, the applicant is to arrange for the transfer to Council of a water allocation of 43.6ML. Documentary evidence of the transfer must be submitted to **Council prior to the issue of the Subdivision Certificate**.

Alternatively, where the allocation of water to be transferred is 2.0 ML or less, the applicant may make a pro-rata payment (this fee is based on market value) plus an administration fee to Council. The contribution is exclusive of the fees for the connection of water services to the individual allotments. Payment is to be in the form of cash or bank cheque. Where bonding is accepted a bank guarantee is required.

(38) Murrumbidgee Irrigation

The applicant shall obtain written unconditional consent from Murrumbidgee Irrigation for the proposed subdivision. Documentary evidence from Murrumbidgee Irrigation shall be

submitted to Council **prior to the issue of a Subdivision Certificate for Stage 1.**

(39) Works As Executed (WAE) Drawings

Works As Executed plans for approved civil works are to be submitted to Council upon completion of the development **prior to the issue of a Subdivision Certificate for Stage 1.** Works As Executed plans are to be in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards*.

(40) Maintenance bond

A Bond Application and a monetary bond is to be submitted to Council to provide a twelve (12) month maintenance period for civil works relating to Council's infrastructure. It is the applicant's responsibility to notify the relevant departments regarding the commencement and finish of the maintenance period and adequate arrangements are to be made regarding any relevant inspections required.

A five percent (5%) bond of the total cost of works is to be submitted to Council for the works that need maintenance **prior to the issue of a Subdivision Certificate for Stage 1.**

(41) Road Construction

Prior to the issue of a Subdivision Certificate for Stage 1, Hardiman Way is to be constructed to comply with the Collector specifications outlined in Council's *Engineering Guidelines – Subdivisions and Development Standards* for the length detailed on the Stage 1 Sector B Development Plan. The surface of the road is required to be constructed to consist of a primer seal with a minimum 40mm Asphaltic Concrete (AC).

(42) Kerb and Gutter

Prior to the issue of a Subdivision Certificate for Stage 1, kerb and gutter is to be constructed along both sides of Hardiman Way for the length detailed on the Stage 1 Sector B Development Plan. All works are to be completed in accordance with Council's *Engineering Guidelines for Subdivisions and Development Standards*.

(43) Temporary Cul-de-sac for Dead End Roads

Prior to the issue of a Subdivision Certificate for Stage 1, temporary cul-de-sacs are to be constructed in accordance with Council's *Engineering Guidelines for Subdivisions and Development Standards* where the road constructed as part of Stage 1 terminates at a dead-end.

The temporary cul-de-sacs are to be constructed with a minimum 200mm thick road building gravel and bi-directional signage is to be installed.

(44) Footpath

Prior to the issue of a Construction Certificate for Subdivision Works for Stage 1, a 1.2-metre-wide, concrete footpath is to be constructed along the eastern side of Hardiman Way for the length detailed on the Stage 1 Sector B Development Plan. All works are to be completed in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards* and Council's *Pedestrian and Bicycle Strategy – May 2018*.

(45) Line Marking

Prior to the issue of a Subdivision Certificate for Stage 1, Hardiman Way is to be appropriately delineated (linemarking, etc) in accordance with Australian Standard 1742 and the Roads and Maritime Services QA Specifications for signposting and line marking.

(46) Street Lighting

The installation of street lighting along Hardiman Way is to be in accordance with Austroads *Guide to Road Design*, Australian Standard 1158 and any prescribed requirement of Essential Energy for the length detailed on the Stage 1 Sector B Development Plan. Street lights are to be installed in accordance with the approved design, **prior to the issue of a Subdivision Certificate for Stage 1**. Written approval is to be submitted to Council from Essential Energy to ensure that all works have been completed to their satisfaction.

(47) Stormwater Drainage

Prior to the issue of a Subdivision Certificate for Stage 1, the proposed stormwater drainage system is to be connected to the Citrus Road drainage channel and constructed in accordance with the *Collina Growth Area Development Control Plan 2016 (CGA-DCP)*, SMEC's *Collina Drainage Modelling and Design Report 2017*, Council's *Engineering Guidelines - Subdivisions and Development Standards* and Council's *Stormwater Drainage and Disposal Policy (CS-CP-310)*.

(48) Extension of Council's Sewer Main

Prior to the issue of a Subdivision Certificate for Stage 1, Council's gravity sewer system is to be extended to service the proposed subdivision. The sewer system for Stage 1 is to be connected to Council's sewerage pumping station located on Lot 3 DP 1245637.

All works are to be completed in accordance with the standards prescribed in Council's *Engineering Guidelines- Subdivisions and Development Standards* and the Water Services Association of Australia - *Gravity Sewerage Code of Australia WSA 02—2014*.

(49) Easement for Sewer

Prior to the issue of the Subdivision Certificate for Stage 1 a three (3) metre easement shall be established over Council's sewer infrastructure pursuant to Section 88B of the Conveyancing Act for the drainage of sewage. Matters to be addressed in the instrument should include the width and location of the easement.

(50) Extension of Council's Potable Water Main

Prior to the issue of a Subdivision Certificate for Stage 1, Council's reticulated potable water system is to be extended to service the proposed subdivision as outlined in Council's *Collina Growth Area Development Control Plan*.

All works are to be completed in accordance with Council's *Engineering Guidelines - Subdivisions and Development Standards*, and the Water Services Association of Australia - *Water Supply Code of Australia (WSA 03—2011)*.

(51) Separate Water Services

Prior to the issue of a Subdivision Certificate for Stage 1, the developer is to provide a separate water service to each of the proposed allotments. Installation and location of the

water services are to be in accordance with Council's *Engineering Guidelines - Subdivisions and Development Standards* and the Water Services Association of Australia – *Water Supply Code of Australia (WSA 03—2011)*.

(52) Easement for Services

Prior to the issue of the Subdivision Certificate for Stage 1 easements shall be established pursuant to Section 88B of the *Conveyancing Act 1919* where services cross property boundaries. The location and widths of the easements are to be specified in the instrument for the purpose of protecting and identifying the services.

(53) **Prior to the issue of the Subdivision Certificate for Stage 1**, a Restriction on the Use of Land pertaining to Lots B1 and B8 shall be established pursuant to Section 88B of the *Conveyancing Act 1919*, that there shall be no building or other structures constructed within the existing Easement to Drain Sewage 5m wide (DP 1001586) and the existing Easement for Electrical Purposes (DP 1083637) adjacent to the northern boundary of these lots.

(54) **Prior to the issue of the Subdivision Certificate for Stage 1**, a Restriction on the Use of Land pertaining to Lots B1 and B8 shall be established pursuant to Section 88B of the *Conveyancing Act 1919*, that any new building or structure within the proximity of the existing Easement to Drain Sewage 5m wide (DP 1001586) must be built in accordance with Griffith City Council's Policy - Buildings – Construction Near Water & Sewerage Assets (CS-CP- 316).

(55) **Prior to the issue of a Subdivision Certificate for Stage 1**, landscaping (street trees) and associated irrigation are to be installed to Council's satisfaction in accordance with the approved landscaping plan for Stage 1. The street trees shall be installed in accordance with Council's *Tree Policy (PG-CP-402)* and Council's *Engineering Guidelines – Subdivisions and Development Standards*. The street trees are to be connected to an irrigation system to be approved by Council and are to be maintained by the developer for 12 months.

On-Going Requirements

The following conditions or requirements must be complied with at all times, throughout the use and operation of the development.

(56) Manholes to be kept free of obstruction

All sewer manholes are to be kept free of obstruction so that they are readily accessible for maintenance purposes.

STAGE TWO – SECTOR C

Prior to the issue of a Construction Certificate for Subdivision Works

Prior to commencing subdivision works you will need a Construction Certificate for Subdivision Works issued by Council. Before this certificate can be issued, compliance with the following conditions is to be demonstrated.

(57) Payment of Inspections

The applicant is required to pay for all inspections carried out by Council's Engineers.

Payment must be paid for eleven (11) inspections as per Council's current Revenue Policy **prior to the issue of a Construction Certificate for Subdivision Works for Stage 2**. Any adjustments to the total amount must be paid in full **prior to the issue of a Subdivision Certificate for Stage 2**.

(58) Road Construction

Hardiman Way is to be constructed to comply with the Collector specifications outlined in Council's *Engineering Guidelines – Subdivisions and Development Standards* for the length detailed on the Stage 2 Sector C Development Plan. **Prior to the issue of a Construction Certificate for Subdivision Works for Stage 2**, detailed engineering design drawings for the roadworks shall be submitted to Council for approval in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards* and *Austrroads Guide to Road Design*. Such plans shall include design and specifications for all proposed work as required for approval by Council. The surface of the road is required to be constructed to consist of a primer seal with a minimum 40mm Asphaltic Concrete (AC).

(59) Road Construction

Maher Circuit and Road 2 are to be constructed to comply with the Local Access specifications outlined in Council's *Engineering Guidelines – Subdivisions and Development Standards* for the length detailed on the Stage 2 Sector C Development Plan. **Prior to the issue of a Construction Certificate for Subdivision Works for Stage 2**, detailed engineering design drawings for the roadworks shall be submitted to Council for approval in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards* and *Austrroads Guide to Road Design*. Such plans shall include design and specifications for all proposed work as required for approval by Council. The surface of the road is required to be constructed to consist of a primer seal with a minimum 40mm Asphaltic Concrete (AC).

(60) Intersection Treatment

As a minimum, the intersection of Hardiman Way and Road 2 is to be designed as a T-Intersection. Appropriate road tapers are required accommodate the largest sized vehicle likely to access the proposed subdivision.

Prior to the issue of a Construction Certificate for Subdivision Works for Stage 2, detailed design drawings for the intersection are to be submitted to Council for approval. Design of the intersection is to be in accordance with *Austrroads Guide to Road Design* as amended by the supplements adopted by Roads and Maritime Services for the prevailing speed limit.

(61) Intersection Treatment

As a minimum, the intersection of Road 2 and Maher Circuit is to be designed as a T-Intersection. Appropriate road tapers are required accommodate the largest sized vehicle likely to access the proposed subdivision.

Prior to the issue of a Construction Certificate for Subdivision Works for Stage 2, detailed design drawings for the intersection is to be submitted to Council for approval. Design of the intersection is to be in accordance with *Austrroads Guide to Road Design* as amended by the supplements adopted by Roads and Maritime Services for the prevailing speed limit.

(62) Kerb and Gutter Construction

Nominal 150mm high integral kerb & guttering is to be constructed along both sides of Hardiman Way, Road 2 and Maher Circuit for the length detailed on the Stage 2 Sector C Development Plan. Detailed engineering design drawings for the kerb and gutter and associated works shall be submitted to Council for approval **prior to the issue of a Construction Certificate for Subdivision Works for Stage 2**. Design plans are to comply with Council's *Engineering Guidelines for Subdivisions and Development Standards*.

(63) Footpath

Prior to the issue of a Construction Certificate for Subdivision Works for Stage 2, the applicant shall submit detailed design plans for a 1.2-metre-wide, concrete footpath to be constructed along the eastern side of Hardiman Way for the length detailed on the Stage 2 Sector C Development Plan. Footpath construction is to include appropriate infrastructure to ensure safe movements are available for pedestrians crossing the road. Detailed design drawings are to comply with Council's *Engineering Guidelines – Subdivisions and Development Standards* and Council's *Pedestrian and Bicycle Strategy – May 2018*.

(64) Street Lighting

Provision is to be made for the installation of street lighting along Hardiman Way, Road 2 and Maher Circuit in accordance with Austroads *Guide to Road Design*, Australian Standard 1158 and any prescribed requirement of Essential Energy for the length detailed on the Stage 2 Sector C Development Plan. Details shall be submitted to Council for approval, **prior to the issue of a Construction Certificate for Subdivision Works for Stage 2**. Lighting drawings are to be prepared by a suitably qualified lighting designer/consultant.

(65) Stormwater Drainage

The proposed stormwater drainage system is to be connected to the Citrus Road drainage channel. Stormwater runoff shall not be permitted to flow over the property boundaries onto the adjoining properties.

Detailed design drawings and hydraulic calculations for the proposed drainage design are to be submitted to Council for approval in accordance with the Collina Growth Area Development Control Plan 2016 (CGA-DCP), SMEC's *Collina Drainage Modelling and Design Report 2017*, Council's *Engineering Guidelines - Subdivisions and Development Standards* and Council's *Stormwater Drainage and Disposal Policy (CS-CP-310)* **prior to the issue of a Construction Certificate for Subdivision Works for Stage 2**.

A qualified Civil Engineer with experience in Hydraulic Analysis shall design and certify the stormwater drainage system, which shall be maintained for the life of the project. The consultant is to sign off all drawings and calculations and provide details of Professional Indemnity Insurance.

(66) Extension of Council's Sewer Main

Council's gravity sewer system is to be extended to service the proposed subdivision. The sewer system for Stage 2 is to be designed to be connected to Council's sewerage pumping station located on Lot 3 DP 1245637.

The design for pipelines, as well as manholes and other associated components normally associated with sewerage main installations are to be in accordance with the standards

prescribed in Council's *Engineering Guidelines- Subdivisions and Development Standards* and the Water Services Association of Australia - *Gravity Sewerage Code of Australia WSA 02—2014*. Details and designs are to be submitted to Council for approval **prior to the issue of Construction Certificate for Subdivision Works for Stage 2**

(67) Extension of Council's Potable Water Main

Council's reticulated potable water system is to be extended to service the proposed subdivision. The layout of water main infrastructure for the development is to be in accordance with Council's Collina Growth Area Development Control Plan.

The design of all new mains and other associated components normally associated with water main installations are to conform to the standards prescribed in Council's *Engineering Guidelines - Subdivisions and Development Standards*, the Water Services Association of Australia - *Water Supply Code of Australia (WSA 03—2011)* and the *GHD Collina Masterplan 2003*. Details and designs are to be submitted to Council for approval **prior to the issue of a Construction Certificate for Subdivision Works for Stage 2**.

(68) Tile Drainage System

If tile drainage exists then appropriate treatment is required to obviate the collection of underground waters in unwanted places.

Documentation shall be submitted to Council prior to the issue of a Construction Certificate for Subdivision Works for Stage 2 confirming Murrumbidgee Irrigation's requirements for the existing tile drainage system to either remain or be removed.

Should Murrumbidgee Irrigation require the tile drainage system to remain, an easement shall be created in accordance with Section 88B of the Conveyancing Act over all existing tile drainage lines. Matters to be addressed in the instrument shall include the width and location of the easement.

Should Murrumbidgee Irrigation require the tile drainage system to be made redundant, the tile drainage shall be either removed or disconnected to the satisfaction of Murrumbidgee Irrigation and Council.

Details of the work to be carried out on the existing tile drainage system shall be submitted to Council for approval prior to the issue of a Construction Certificate for Subdivision Works for Stage 2.

(69) Erosion and Sediment Control

Control measures are to be utilised to prevent soil erosion and silt entering the drainage systems. **Prior to the issue of a Construction Certificate for Subdivision Works for Stage 2** details of the proposed measures utilising the principles outlined in following document, *Soils and Construction – Managing Urban Stormwater by Landcom (Blue Book)*, are to be submitted for Council approval.

(70) **Prior to the issue of a Construction Certificate for Subdivision Works for Stage 2**, a landscaping plan is to be submitted to Council for Stage 2 of the development. The landscaping plan is to specify that the street trees shall be installed in accordance with Council's Tree Policy (PG-CP-402) and Council's *Engineering Guidelines – Subdivision and Development Standards*. The street trees are to be connected to an irrigation system to be approved by Council and are to be maintained by the developer for 12 months after planting.

Prior to Commencement of Works

The following conditions need to be met prior to the commencement of works. The necessary documentation and information must be provided to the Principal Certifying Authority (PCA), as applicable.

(71) Construction Certificate for Subdivision Works

Prior to commencing construction of the approved development, it is necessary to obtain a Construction Certificate for Subdivision Works for the stormwater, potable water, sewerage, footpath and roadworks to be constructed. This Construction Certificate can only be issued by Council. An application form, complete with detailed plans and specifications, shall be submitted to Council for the approval.

The construction plans must be completed in accordance with Council's Engineering Guidelines – Subdivisions and Development Standards, relevant Australian Standards, Roads and Maritime Services specifications, the Austroads Guide to Road Design, the Griffith Pedestrian & Bicycle Strategy, the Water Services Association of Australia – *Water Supply Code of Australia (WSA 03—2011)*, the Water Services Association of Australia - *Gravity Sewerage Code of Australia (WSA 02—2014)*, and relevant authorities specifications.

(72) Construction Management Plan (CMP)

Prior to the commencement of work, a Construction Management Plan is to be prepared by a suitably qualified professional detailing the proposed traffic control and traffic management arrangements to be implemented during the construction of the development. The Construction Management Plan is to be submitted to Council for approval and is to address, but not be limited to, the following:

- a. the management of traffic during construction;
- b. the management of loading and unloading of construction materials on site;
- c. material stockpiling/storage;
- d. identify parking for construction worker vehicles;
- e. dust mitigation measures; and
- f. complaint management and contingency measures.

(73) Application for works on Council's sewer main

Application is to be made to Council's Water and Sewer Department by the appointed licensed plumber **prior to the commencement of work** on Council's sewer main.

(74) Traffic Control Plan (TCP)

A traffic control plan is to be submitted to Council satisfying the provisions of Australian Standard 1742.3, for acceptance **prior to the commencement of work within Council's road reserve**. Strict compliance to the traffic control plan is to be maintained throughout the duration of the construction work.

During Construction

The following conditions of consent must be complied with at all times during the demolition, excavation and construction of the development.

(75) Damage to Council property

If any damage is occasioned to Council property during construction of Stage 2, the cost of repairs will be recoverable. It is therefore requested that any damage which is obvious before works commence be immediately notified to Council to avoid later conflict.

(76) Sedimentation and Erosion Controls

The approved erosion and sediment control measures shall be implemented and maintained for the duration of construction.

(77) Construction Management Plan (CMP)

The construction and traffic management measures specified in the approved Construction Management Plan shall be implemented for duration of construction.

(78) Inspection of Works

All civil construction works for Stage 2 shall be inspected by Council Officers or Council Nominee during normal office hours as specified in Council's *Engineering Guidelines - Subdivisions and Development Standards (Part 1 - Section 4)*. All requests for inspection are to be made to Council's Customer Service Department.

Apart from these inspections various tests are to be conducted in conjunction with the works. Test guidelines and type of tests required are identified in *Council's Engineering Guidelines - Subdivisions and Development Standards*.

(79) Effective dust/noise/erosion control measures are to be maintained during construction of Stage 2 of the development to maintain public safety/amenity.

Prior to the issue of the Subdivision Certificate

Before Council will release the subdivision plan, you will need to demonstrate compliance with the following conditions. The necessary documentation and information must be provided to the Principal Certifying Authority (PCA), as applicable.

(80) Approval of Civil Works

All works specified on the approved Construction Certificate drawings for Stage 2 are to be completed in accordance with *Council's Engineering Guidelines - Subdivisions and Development Standards* (and other authorities specifications outlined within this Development Application) and approved by Council **prior to the issue of a Subdivision Certificate for Stage 2.**

(81) Murrumbidgee Irrigation

The applicant shall obtain written unconditional consent from Murrumbidgee Irrigation for the proposed subdivision. Documentary evidence from Murrumbidgee Irrigation shall be submitted to Council **prior to the issue of a Subdivision Certificate for Stage 2.**

(82) Works As Executed (WAE) Drawings

Works As Executed plans for approved civil works are to be submitted to Council upon completion of the development **prior to the issue of a Subdivision Certificate for Stage 2**. Works As Executed plans are to be in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards*.

(83) Maintenance bond

A Bond Application and a monetary bond is to be submitted to Council to provide a twelve (12) month maintenance period for civil works relating to Council's infrastructure. It is the applicant's responsibility to notify the relevant departments regarding the commencement and finish of the maintenance period and adequate arrangements are to be made regarding any relevant inspections required.

A five percent (5%) bond of the total cost of works is to be submitted to Council for the works that need maintenance **prior to the issue of a Subdivision Certificate for Stage 2**.

(84) Road Construction

Prior to the issue of a Subdivision Certificate for Stage 2, Hardiman Way is to be constructed to comply with the Collector specifications outlined in Council's *Engineering Guidelines – Subdivisions and Development Standards* for the length detailed on the Stage 2 Sector C Development Plan. The surface of the road is required to be constructed to consist of a primer seal with a minimum 40mm Asphaltic Concrete (AC).

(85) Road Construction

Prior to the issue of a Subdivision Certificate for Stage 2, Road 2 and Maher Circuit are to be constructed to comply with the Local Access specifications outlined in Council's *Engineering Guidelines – Subdivisions and Development Standards* for the length detailed on the Stage 2 Sector C Development Plan. The surface of the road is required to be constructed to consist of a primer seal with a minimum 40mm Asphaltic Concrete (AC).

(86) Intersection Treatment

Prior to the issue of a Subdivision Certificate for Stage 2, the intersection of Hardiman Way and Road 2 is to be constructed as a T- Intersection. Appropriate road tapers are required accommodate the largest sized vehicle likely to access the proposed subdivision.

All works are to be completed in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards* and Austroads *Guide to Road Design* as amended by the supplements adopted by Roads and Maritime Services for the prevailing speed limit.

(87) Intersection Treatment

Prior to the issue of a Subdivision Certificate for Stage 2, the intersection of Road 2 and Maher Circuit is to be designed as a T- Intersection. Appropriate road tapers are required accommodate the largest sized vehicle likely to access the proposed subdivision.

All works are to be completed in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards* and Austroads *Guide to Road Design* as amended by the supplements adopted by Roads and Maritime Services for the prevailing

speed limit.

(88) Kerb and Gutter

Prior to the issue of a Subdivision Certificate for Stage 2, kerb and gutter is to be constructed along both sides of Hardiman Way, Road 2, and Maher Circuit for the length detailed on the Stage 2 Sector C Development Plan. All works are to be completed in accordance with Council's *Engineering Guidelines for Subdivisions and Development Standards*.

(89) Temporary Cul-de-sac for Dead End Roads

Prior to the issue of a Subdivision Certificate for Stage 2, temporary cul-de-sacs are to be constructed in accordance with Council's *Engineering Guidelines for Subdivisions and Development Standards* where the road constructed as part of Stage 2 terminates at a dead-end.

The temporary cul-de-sacs are to be constructed with a minimum 200mm thick road building gravel and bi-directional signage is to be installed.

(90) Footpath

Prior to the issue of a Construction Certificate for Subdivision Works for Stage 2, a 1.2-metre-wide, concrete footpath is to be constructed along the eastern side of Hardiman Way for the length detailed on the Stage 2 Sector C Development Plan. All works are to be completed in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards* and Council's *Pedestrian and Bicycle Strategy – May 2018*.

(91) Line Marking

Prior to the issue of a Subdivision Certificate for Stage 2, Hardiman Way, Road 2, and Maher Circuit are to be appropriately delineated (linemarking, etc) in accordance with Australian Standard 1742 and the Roads and Maritime Services QA Specifications for signposting and line marking.

(92) Street Lighting

The installation of street lighting along Hardiman Way, Road 2 and Maher Circuit is to be in accordance with Austroads *Guide to Road Design*, Australian Standard 1158 and any prescribed requirement of Essential Energy for the length detailed on the Stage 2 Sector C Development Plan. Street lights are to be installed in accordance with the approved design, **prior to the issue of a Subdivision Certificate for Stage 2**. Written approval is to be submitted to Council from Essential Energy to ensure that all works have been completed to their satisfaction.

(93) Street Nameplates

Street nameplates are to be provided to the proposed public roads to the colour arrangement as adopted by Council and the standard as prescribed by *Council's Engineering Guidelines – Subdivisions and Development Standards*. Council approval of street names are to be obtained **prior to the issue of a Subdivision Certificate for Stage 2**.

(94) Stormwater Drainage

Prior to the issue of a Subdivision Certificate for Stage 2, the proposed stormwater drainage system is to be connected to the Citrus Road drainage channel and constructed in accordance with the *Collina Growth Area Development Control Plan 2016 (CGA-DCP)*, SMEC's *Collina Drainage Modelling and Design Report 2017*, Council's *Engineering Guidelines - Subdivisions and Development Standards* and Council's *Stormwater Drainage and Disposal Policy (CS-CP-310)*.

(95) Extension of Council's Sewer Main

Prior to the issue of a Subdivision Certificate for Stage 2, Council's gravity sewer system is to be extended to service the proposed subdivision. The sewer system for Stage 2 is to be connected to Council's sewerage pumping station located on Lot 3 DP 1245637.

All works are to be completed in accordance with the standards prescribed in Council's *Engineering Guidelines- Subdivisions and Development Standards* and the Water Services Association of Australia - *Gravity Sewerage Code of Australia WSA 02—2014*.

(96) Easement for Sewer

Prior to the issue of the Subdivision Certificate for Stage 2 a three (3) metre easement shall be established over Council's sewer infrastructure pursuant to Section 88B of the *Conveyancing Act* for the drainage of sewage. Matters to be addressed in the instrument should include the width and location of the easement.

(97) Extension of Council's Potable Water Main

Prior to the issue of a Subdivision Certificate for Stage 2, Council's reticulated potable water system is to be extended to service the proposed subdivision as outlined in Council's *Collina Growth Area Development Control Plan*.

All works are to be completed in accordance with Council's *Engineering Guidelines - Subdivisions and Development Standards*, and the Water Services Association of Australia – *Water Supply Code of Australia (WSA 03—2011)*.

(98) Separate Water Services

Prior to the issue of a Subdivision Certificate for Stage 2, the developer is to provide a separate water service to each of the proposed allotments. Installation and location of the water services are to be in accordance with Council's *Engineering Guidelines - Subdivisions and Development Standards* and the Water Services Association of Australia – *Water Supply Code of Australia (WSA 03—2011)*.

(99) Easement for Services

Prior to the issue of the Subdivision Certificate for Stage 2, easements shall be established pursuant to Section 88B of the *Conveyancing Act 1919* where services cross property boundaries. The location and widths of the easements are to be specified in the instrument for the purpose of protecting and identifying the services.

(100) **Prior to the issue of a Subdivision Certificate for Stage 2**, landscaping (street trees) and associated irrigation are to be installed to Council's satisfaction in accordance with the approved landscaping plan for Stage 2. The street trees shall be installed in accordance with Council's *Tree Policy (PG-CP-402)* and Council's *Engineering Guidelines -*

Subdivisions and Development Standards. The street trees are to be connected to an irrigation system to be approved by Council and are to be maintained by the developer for 12 months.

On-Going Requirements

The following conditions or requirements must be complied with at all times, throughout the use and operation of the development.

(101) Manholes to be kept free of obstruction

All sewer manholes are to be kept free of obstruction so that they are readily accessible for maintenance purposes.

STAGE THREE – SECTOR D

Prior to the issue of a Construction Certificate for Subdivision Works

Prior to commencing subdivision works you will need a Construction Certificate for Subdivision Works issued by Council. Before this certificate can be issued, compliance with the following conditions is to be demonstrated.

(102) Payment of Inspections

The applicant is required to pay for all inspections carried out by Council's Engineers. Payment must be paid for fourteen (14) inspections as per Council's current Revenue Policy **prior to the issue of a Construction Certificate for Subdivision Works for Stage 3**. Any adjustments to the total amount must be paid in full **prior to the issue of a Subdivision Certificate for Stage 3**.

(103) Road Construction

Maher Circuit is to be constructed to comply with the Local Access specifications outlined in Council's Engineering *Guidelines – Subdivisions and Development Standards* for the length detailed on the Stage 3 Sector D Development Plan. **Prior to the issue of a Construction Certificate for Subdivision Works for Stage 3**, detailed engineering design drawings for the roadworks shall be submitted to Council for approval in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards* and Austroads *Guide to Road Design*. Such plans shall include design and specifications for all proposed work as required for approval by Council. The surface of the road is required to be constructed to consist of a primer seal with a minimum 40mm Asphaltic Concrete (AC).

(104) Kerb and Gutter Construction

Nominal 150mm high integral kerb & guttering is to be constructed along both sides of Maher Circuit for the length detailed on the Stage 3 Sector D Development Plan. Detailed engineering design drawings for the kerb and gutter and associated works shall be submitted to Council for approval **prior to the issue of a Construction Certificate for Subdivision Works for Stage 3**. Design plans are to comply with Council's *Engineering Guidelines for Subdivisions and Development Standards*.

(105) Street Lighting

Provision is to be made for the installation of street lighting along Maher Circuit in

accordance with Austroads *Guide to Road Design*, Australian Standard 1158 and any prescribed requirement of Essential Energy for the length detailed on the Stage 3 Sector D Development Plan. Details shall be submitted to Council for approval, **prior to the issue of a Construction Certificate for Subdivision Works for Stage 3**. Lighting drawings are to be prepared by a suitably qualified lighting designer/consultant.

(106) Stormwater Drainage

The proposed stormwater drainage system is to be connected to the Citrus Road drainage channel. Stormwater runoff shall not be permitted to flow over the property boundaries onto the adjoining properties.

Detailed design drawings and hydraulic calculations for the proposed drainage design are to be submitted to Council for approval in accordance with the *Collina Growth Area Development Control Plan 2016 (CGA-DCP)*, SMEC's *Collina Drainage Modelling and Design Report 2017*, Council's *Engineering Guidelines - Subdivisions and Development Standards* and Council's *Stormwater Drainage and Disposal Policy (CS-CP-310)* **prior to the issue of a Construction Certificate for Subdivision Works for Stage 3**.

A qualified Civil Engineer with experience in Hydraulic Analysis shall design and certify the stormwater drainage system, which shall be maintained for the life of the project. The consultant is to sign off all drawings and calculations and provide details of Professional Indemnity Insurance.

(107) Extension of Council's Sewer Main

Council's gravity sewer system is to be extended to service the proposed subdivision. The sewer system for Stage 3 is to be designed to be connected to Council's sewerage pumping station located on Lot 3 DP 1245637.

The design for pipelines, as well as manholes and other associated components normally associated with sewerage main installations are to be in accordance with the standards prescribed in Council's *Engineering Guidelines- Subdivisions and Development Standards* and the Water Services Association of Australia - *Gravity Sewerage Code of Australia WSA 02—2014*. Details and designs are to be submitted to Council for approval **prior to the issue of Construction Certificate for Subdivision Works for Stage 3**

(108) Extension of Council's Potable Water Main

Council's reticulated potable water system is to be extended to service the proposed subdivision. The layout of water main infrastructure for the development is to be in accordance with Council's *Collina Growth Area Development Control Plan*.

The design of all new mains and other associated components normally associated with water main installations are to conform to the standards prescribed in *Council's Engineering Guidelines - Subdivisions and Development Standards*, the Water Services Association of Australia – *Water Supply Code of Australia (WSA 03—2011)* and the *GHD Collina Masterplan 2003*. Details and designs are to be submitted to Council for approval **prior to the issue of a Construction Certificate for Subdivision Works for Stage 3**.

(109) Tile Drainage System

If tile drainage exists then appropriate treatment is required to obviate the collection of underground waters in unwanted places.

Documentation shall be submitted to Council **prior to the issue of a Construction Certificate for Subdivision Works for Stage 3** confirming Murrumbidgee Irrigation's requirements for the existing tile drainage system to either remain or be removed.

Should Murrumbidgee Irrigation require the tile drainage system to remain, an easement shall be created in accordance with Section 88B of the Conveyancing Act over all existing tile drainage lines. Matters to be addressed in the instrument shall include the width and location of the easement.

Should Murrumbidgee Irrigation require the tile drainage system to be made redundant, the tile drainage shall be either removed or disconnected to the satisfaction of Murrumbidgee Irrigation and Council.

Details of the work to be carried out on the existing tile drainage system shall be submitted to Council for approval **prior to the issue of a Construction Certificate for Subdivision Works for Stage 3**.

(110) Erosion and Sediment Control

Control measures are to be utilised to prevent soil erosion and silt entering the drainage systems. **Prior to the issue of a Construction Certificate for Subdivision Works for Stage 3** details of the proposed measures utilising the principles outlined in following document, *Soils and Construction – Managing Urban Stormwater by Landcom (Blue Book)*, are to be submitted for Council approval.

(111) **Prior to the issue of a Construction Certificate for Subdivision Works for Stage 3**, a landscaping plan is to be submitted to Council for Stage 3 of the development. The landscaping plan is to specify that the street trees shall be installed in accordance with Council's Tree Policy (PG-CP-402) and Council's Engineering Guidelines – Subdivision and Development Standards. The street trees are to be connected to an irrigation system to be approved by Council and are to be maintained by the developer for 12 months after planting.

Prior to Commencement of Works

The following conditions need to be met prior to the commencement of works. The necessary documentation and information must be provided to the Principal Certifying Authority (PCA), as applicable.

(112) Construction Certificate for Subdivision Works

Prior to commencing construction of the approved development, it is necessary to obtain a Construction Certificate for Subdivision Works for the stormwater, potable water, sewerage, footpath and roadworks to be constructed. This Construction Certificate can only be issued by Council. An application form, complete with detailed plans and specifications, shall be submitted to Council for the approval.

The construction plans must be completed in accordance with Council's Engineering Guidelines – Subdivisions and Development Standards, relevant Australian Standards, Roads and Maritime Services specifications, the Austroads *Guide to Road Design*, the Griffith *Pedestrian & Bicycle Strategy*, the Water Services Association of Australia – *Water Supply Code of Australia (WSA 03—2011)*, the Water Services Association of Australia - *Gravity Sewerage Code of Australia (WSA 02—2014)*, and relevant authorities specifications.

(113) Construction Management Plan (CMP)

Prior to the commencement of work, a Construction Management Plan is to be prepared by a suitably qualified professional detailing the proposed traffic control and traffic management arrangements to be implemented during the construction of the development. The Construction Management Plan is to be submitted to Council for approval and is to address, but not be limited to, the following:

- a. the management of traffic during construction;
- b. the management of loading and unloading of construction materials on site;
- c. material stockpiling/storage;
- d. identify parking for construction worker vehicles;
- e. dust mitigation measures; and
- f. complaint management and contingency measures.

(114) Application for works on Council's sewer main

Application is to be made to Council's Water and Sewer Department by the appointed licensed plumber **prior to the commencement of work** on Council's sewer main.

(115) Traffic Control Plan (TCP)

A traffic control plan is to be submitted to Council satisfying the provisions of Australian Standard 1742.3, for acceptance **prior to the commencement of work within Council's road reserve**. Strict compliance to the traffic control plan is to be maintained throughout the duration of the construction work.

During Construction

The following conditions of consent must be complied with at all times during the demolition, excavation and construction of the development.

(116) Damage to Council property

If any damage is occasioned to Council property during construction of Stage 3, the cost of repairs will be recoverable. It is therefore requested that any damage which is obvious before works commence be immediately notified to Council to avoid later conflict.

(117) Sedimentation and Erosion Controls

The approved erosion and sediment control measures shall be implemented and maintained for the duration of construction.

(118) Construction Management Plan (CMP)

The construction and traffic management measures specified in the approved Construction Management Plan shall be implemented for duration of construction.

(119) Inspection of Works

All civil construction works for Stage 3 shall be inspected by Council Officers or Council Nominee during normal office hours as specified in Council's *Engineering Guidelines - Subdivisions and Development Standards (Part 1 - Section 4)*. All requests for inspection are to be made to Council's Customer Service Department.

Apart from these inspections various tests are to be conducted in conjunction with the

works. Test guidelines and type of tests required are identified in Council's *Engineering Guidelines - Subdivisions and Development Standards*.

- (120) Effective dust/noise/erosion control measures are to be maintained during construction of Stage 3 of the development to maintain public safety/amenity.

Prior to the issue of the Subdivision Certificate

Before Council will release the subdivision plan, you will need to demonstrate compliance with the following conditions. The necessary documentation and information must be provided to the Principal Certifying Authority (PCA), as applicable.

- (121) Approval of Civil Works

All works specified on the approved Construction Certificate drawings for Stage 3 are to be completed in accordance with *Council's Engineering Guidelines – Subdivisions and Development Standards* (and other authorities specifications outlined within this Development Application) and approved by Council **prior to the issue of a Subdivision Certificate for Stage 3**.

- (122) Murrumbidgee Irrigation

The applicant shall obtain written unconditional consent from Murrumbidgee Irrigation for the proposed subdivision. Documentary evidence from Murrumbidgee Irrigation shall be submitted to Council **prior to the issue of a Subdivision Certificate for Stage 3**.

- (123) Works As Executed (WAE) Drawings

Works As Executed plans for approved civil works are to be submitted to Council upon completion of the development **prior to the issue of a Subdivision Certificate for Stage 3**. Works As Executed plans are to be in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards*.

- (124) Maintenance bond

A Bond Application and a monetary bond is to be submitted to Council to provide a twelve (12) month maintenance period for civil works relating to Council's infrastructure. It is the applicant's responsibility to notify the relevant departments regarding the commencement and finish of the maintenance period and adequate arrangements are to be made regarding any relevant inspections required.

A five percent (5%) bond of the total cost of works is to be submitted to Council for the works that need maintenance **prior to the issue of a Subdivision Certificate for Stage 3**.

- (125) Road Construction

Prior to the issue of a Subdivision Certificate for Stage 3, Maher Circuit is to be constructed to comply with the Local Access specifications outlined in Council's *Engineering Guidelines – Subdivisions and Development Standards* for the length detailed on the Stage 3 Sector D Development Plan. The surface of the road is required to be constructed to consist of a primer seal with a minimum 40mm Asphaltic Concrete (AC).

- (126) Kerb and Gutter

Prior to the issue of a Subdivision Certificate for Stage 3, kerb and gutter is to be

constructed along both sides of Maher Circuit for the length detailed on the Stage 3 Sector D Development Plan. All works are to be completed in accordance with Council's *Engineering Guidelines for Subdivisions and Development Standards*.

(127) Temporary Cul-de-sac for Dead End Roads

Prior to the issue of a Subdivision Certificate for Stage 3, temporary cul-de-sacs are to be constructed in accordance with Council's *Engineering Guidelines for Subdivisions and Development Standards* where the road constructed as part of Stage 3 terminates at a dead-end.

The temporary cul-de-sacs are to be constructed with a minimum 200mm thick road building gravel and bi-directional signage is to be installed.

(128) Line Marking

Prior to the issue of a Subdivision Certificate for Stage 3, Maher Circuit is to be appropriately delineated (linemarking, etc) in accordance with Australian Standard 1742 and the Roads and Maritime Services QA Specifications for signposting and line marking.

(129) Street Lighting

The installation of street lighting along Maher Circuit is to be in accordance with Austroads *Guide to Road Design*, Australian Standard 1158 and any prescribed requirement of Essential Energy for the length detailed on the Stage 3 Sector D Development Plan. Street lights are to be installed in accordance with the approved design, **prior to the issue of a Subdivision Certificate for Stage 3**. Written approval is to be submitted to Council from Essential Energy to ensure that all works have been completed to their satisfaction.

(130) Stormwater Drainage

Prior to the issue of a Subdivision Certificate for Stage 3, the proposed stormwater drainage system is to be connected to the Citrus Road drainage channel and constructed in accordance with the *Collina Growth Area Development Control Plan 2016 (CGA-DCP)*, SMEC's *Collina Drainage Modelling and Design Report 2017*, Council's *Engineering Guidelines - Subdivisions and Development Standards* and Council's *Stormwater Drainage and Disposal Policy (CS-CP-310)*.

(131) Extension of Council's Sewer Main

Prior to the issue of a Subdivision Certificate for Stage 3, Council's gravity sewer system is to be extended to service the proposed subdivision. The sewer system for Stage 3 is to be connected to Council's sewerage pumping station located on Lot 3 DP 1245637.

All works are to be completed in accordance with the standards prescribed in Council's *Engineering Guidelines- Subdivisions and Development Standards* and the Water Services Association of Australia - *Gravity Sewerage Code of Australia WSA 02—2014*.

(132) Easement for Sewer

Prior to the issue of the Subdivision Certificate for Stage 3 a three (3) metre easement shall be established over Council's sewer infrastructure pursuant to Section 88B of the Conveyancing Act for the drainage of sewage. Matters to be addressed in the instrument should include the width and location of the easement.

(133) Extension of Council's Potable Water Main

Prior to the issue of a Subdivision Certificate for Stage 3, Council's reticulated potable water system is to be extended to service the proposed subdivision as outlined in Council's *Collina Growth Area Development Control Plan*.

All works are to be completed in accordance with Council's *Engineering Guidelines - Subdivisions and Development Standards*, and the Water Services Association of Australia – *Water Supply Code of Australia (WSA 03—2011)*.

(134) Separate Water Services

Prior to the issue of a Subdivision Certificate for Stage 3, the developer is to provide a separate water service to each of the proposed allotments. Installation and location of the water services are to be in accordance with Council's *Engineering Guidelines - Subdivisions and Development Standards* and the Water Services Association of Australia – *Water Supply Code of Australia (WSA 03—2011)*.

(135) Easement for Services

Prior to the issue of the Subdivision Certificate for Stage 3 easements shall be established pursuant to Section 88B of the *Conveyancing Act 1919* where services cross property boundaries. The location and widths of the easements are to be specified in the instrument for the purpose of protecting and identifying the services.

(136) **Prior to the issue of the Subdivision Certificate for Stage 3**, a Restriction on the Use of Land pertaining to Lots D7, D8 and D9 shall be established pursuant to Section 88B of the *Conveyancing Act 1919*, that there shall be no building or other structures constructed within the existing Easement to Drain Sewage 5m wide (DP 1001586) or the existing Easement for Electrical Purposes (DP 1083637) adjacent to the northern boundary of these lots.

(137) **Prior to the issue of the Subdivision Certificate for Stage 3**, a Restriction on the Use of Land pertaining to Lots D7, D8 and D9 shall be established pursuant to Section 88B of the *Conveyancing Act 1919*, that any new building or structure within the proximity of the existing Easement to Drain Sewage 5m wide (DP 1001586) must be built in accordance with Griffith City Council's Policy - Buildings – Construction Near Water & Sewerage Assets (CS-CP- 316).

(138) **Prior to the issue of a Subdivision Certificate for Stage 3**, landscaping (street trees) and associated irrigation are to be installed to Council's satisfaction in accordance with the approved landscaping plan for Stage 3. The street trees shall be installed in accordance with Council's *Tree Policy (PG-CP-402)* and Council's *Engineering Guidelines – Subdivisions and Development Standards*. The street trees are to be connected to an irrigation system to be approved by Council and are to be maintained by the developer for 12 months.

On-Going Requirements

The following conditions or requirements must be complied with at all times, throughout the use and operation of the development.

(139) Manholes to be kept free of obstruction

All sewer manholes are to be kept free of obstruction so that they are readily accessible for

maintenance purposes.

STAGE FOUR – SECTOR E

Prior to the issue of a Construction Certificate for Subdivision Works

Prior to commencing subdivision works you will need a Construction Certificate for Subdivision Works issued by Council. Before this certificate can be issued, compliance with the following conditions is to be demonstrated.

(140) Payment of Inspections

The applicant is required to pay for all inspections carried out by Council's Engineers. Payment must be paid for twenty (20) inspections as per Council's current Revenue Policy **prior to the issue of a Construction Certificate for Subdivision Works for Stage 1**. Any adjustments to the total amount must be paid in full **prior to the issue of a Subdivision Certificate for Stage 1**.

(141) Road Construction

Road 2 and Road 5 are to be constructed to comply with the Local Access specifications outlined in Council's *Engineering Guidelines – Subdivisions and Development Standards* for the length detailed on the Stage 4 Sector E Development Plan. **Prior to the issue of a Construction Certificate for Subdivision Works for Stage 4**, detailed engineering design drawings for the roadworks shall be submitted to Council for approval in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards* and Austroads *Guide to Road Design*. Such plans shall include design and specifications for all proposed work as required for approval by Council. The surface of the road is required to be constructed to consist of a primer seal with a minimum 40mm Asphaltic Concrete (AC).

(142) Road Construction

Road 4 is to be constructed to comply with the Cul-de-sac and Minor Access specifications outlined in Council's *Engineering Guidelines – Subdivisions and Development Standards* for the length detailed on the Stage 4 Sector E Development Plan. **Prior to the issue of a Construction Certificate for Subdivision Works for Stage 4**, detailed engineering design drawings for the roadworks shall be submitted to Council for approval in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards* and Austroads *Guide to Road Design*. Such plans shall include design and specifications for all proposed work as required for approval by Council. The surface of the road is required to be constructed to consist of a primer seal with a minimum 40mm Asphaltic Concrete (AC).

(143) Intersection Treatment

As a minimum, the intersection of Road 2 and Road 4 is to be designed as a T-Intersection. Appropriate road tapers are required accommodate the largest sized vehicle likely to access the proposed subdivision.

Prior to the issue of a Construction Certificate for Subdivision Works for Stage 4, detailed design drawings for the intersection is to be submitted to Council for approval. Design of the intersection is to be in accordance with Austroads *Guide to Road Design* as amended by the supplements adopted by Roads and Maritime Services for the prevailing speed limit.

(144) Intersection Treatment

As a minimum, the intersection of Road 2 and Road 5 is to be designed as a T-Intersection. Appropriate road tapers are required accommodate the largest sized vehicle likely to access the proposed subdivision.

Prior to the issue of a Construction Certificate for Subdivision Works for Stage 4, detailed design drawings for the intersection is to be submitted to Council for approval. Design of the intersection is to be in accordance with Austroads *Guide to Road Design* as amended by the supplements adopted by Roads and Maritime Services for the prevailing speed limit.

(145) Kerb and Gutter Construction

Nominal 150mm high integral kerb & guttering is to be constructed along both sides of Road 2, Road 4, and Road 5 for the length detailed on the Stage 4 Sector E Development Plan. Detailed engineering design drawings for the kerb and gutter and associated works shall be submitted to Council for approval **prior to the issue of a Construction Certificate for Subdivision Works for Stage 4**. Design plans are to comply with Council's *Engineering Guidelines for Subdivisions and Development Standards*.

(146) Footpath

Prior to the issue of a Construction Certificate for Subdivision Works for Stage 4, the applicant shall submit detailed design plans for a 1.2-metre-wide, concrete footpath to be constructed along the southern side of Road 2 and Road 5 for the length detailed on the Stage 4 Sector E Development Plan. Detailed design drawings are to comply with Council's *Engineering Guidelines – Subdivisions and Development Standards* and Council's *Pedestrian and Bicycle Strategy – May 2018*.

(147) Street Lighting

Provision is to be made for the installation of street lighting along Road 2, Road 4, and Road 5 in accordance with Austroads *Guide to Road Design*, Australian Standard 1158 and any prescribed requirement of Essential Energy for the length detailed on the Stage 4 Sector E Development Plan. Details shall be submitted to Council for approval, **prior to the issue of a Construction Certificate for Subdivision Works for Stage 4**. Lighting drawings are to be prepared by a suitably qualified lighting designer/consultant.

(148) Stormwater Drainage

The proposed stormwater drainage system is to be connected to the Citrus Road drainage channel. Stormwater runoff shall not be permitted to flow over the property boundaries onto the adjoining properties.

Detailed design drawings and hydraulic calculations for the proposed drainage design are to be submitted to Council for approval in accordance with the *Collina Growth Area Development Control Plan 2016 (CGA-DCP)*, SMEC's *Collina Drainage Modelling and Design Report 2017*, Council's *Engineering Guidelines - Subdivisions and Development Standards* and Council's *Stormwater Drainage and Disposal Policy (CS-CP-310)* **prior to the issue of a Construction Certificate for Subdivision Works for Stage 4**.

A qualified Civil Engineer with experience in Hydraulic Analysis shall design and certify the stormwater drainage system, which shall be maintained for the life of the project. The consultant is to sign off all drawings and calculations and provide details of Professional Indemnity Insurance.

(149) Extension of Council's Sewer Main

Council's gravity sewer system is to be extended to service the proposed subdivision. The sewer system for Stage 4 is to be designed to be connected to Council's sewerage pumping station located on Lot 3 DP 1245637.

The design for pipelines, as well as manholes and other associated components normally associated with sewerage main installations are to be in accordance with the standards prescribed in Council's *Engineering Guidelines- Subdivisions and Development Standards* and the Water Services Association of Australia - *Gravity Sewerage Code of Australia WSA 02—2014*. Details and designs are to be submitted to Council for approval **prior to the issue of Construction Certificate for Subdivision Works for Stage 4**

(150) Extension of Council's Potable Water Main

Council's reticulated potable water system is to be extended to service the proposed subdivision. The layout of water main infrastructure for the development is to be in accordance with Council's *Collina Growth Area Development Control Plan*.

The design of all new mains and other associated components normally associated with water main installations are to conform to the standards prescribed in *Council's Engineering Guidelines - Subdivisions and Development Standards*, the Water Services Association of Australia - *Water Supply Code of Australia (WSA 03—2011)* and the *GHD Collina Masterplan 2003*. Details and designs are to be submitted to Council for approval **prior to the issue of a Construction Certificate for Subdivision Works for Stage 4**.

(151) Tile Drainage System

If tile drainage exists then appropriate treatment is required to obviate the collection of underground waters in unwanted places.

Documentation shall be submitted to Council **prior to the issue of a Construction Certificate for Subdivision Works for Stage 4** confirming Murrumbidgee Irrigation's requirements for the existing tile drainage system to either remain or be removed.

Should Murrumbidgee Irrigation require the tile drainage system to remain, an easement shall be created in accordance with Section 88B of the Conveyancing Act over all existing tile drainage lines. Matters to be addressed in the instrument shall include the width and location of the easement.

Should Murrumbidgee Irrigation require the tile drainage system to be made redundant, the tile drainage shall be either removed or disconnected to the satisfaction of Murrumbidgee Irrigation and Council.

Details of the work to be carried out on the existing tile drainage system shall be submitted to Council for approval **prior to the issue of a Construction Certificate for Subdivision Works for Stage 4**.

(152) Erosion and Sediment Control

Control measures are to be utilised to prevent soil erosion and silt entering the drainage systems. **Prior to the issue of a Construction Certificate for Subdivision Works for Stage 4** details of the proposed measures utilising the principles outlined in following document, *Soils and Construction – Managing Urban Stormwater by Landcom (Blue Book)*,

are to be submitted for Council approval.

- (153) **Prior to the issue of a Construction Certificate for Subdivision Works for Stage 4**, a landscaping plan is to be submitted to Council for Stage 4 of the development. The landscaping plan is to specify that the street trees shall be installed in accordance with Council's Tree Policy (PG-CP-402) and Council's Engineering Guidelines – Subdivision and Development Standards. The street trees are to be connected to an irrigation system to be approved by Council and are to be maintained by the developer for 12 months after planting.

Prior to Commencement of Works

The following conditions need to be met prior to the commencement of works. The necessary documentation and information must be provided to the Principal Certifying Authority (PCA), as applicable.

- (154) Construction Certificate for Subdivision Works

Prior to commencing construction of the approved development, it is necessary to obtain a Construction Certificate for Subdivision Works for the stormwater, potable water, sewerage, footpath and roadworks to be constructed. This Construction Certificate can only be issued by Council. An application form, complete with detailed plans and specifications, shall be submitted to Council for the approval.

The construction plans must be completed in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards*, relevant Australian Standards, Roads and Maritime Services specifications, the Austroads *Guide to Road Design*, the Griffith *Pedestrian & Bicycle Strategy*, the Water Services Association of Australia – *Water Supply Code of Australia (WSA 03—2011)*, the Water Services Association of Australia - *Gravity Sewerage Code of Australia (WSA 02—2014)*, and relevant authorities specifications.

- (155) Construction Management Plan (CMP)

Prior to the commencement of work, a Construction Management Plan is to be prepared by a suitably qualified professional detailing the proposed traffic control and traffic management arrangements to be implemented during the construction of the development. The Construction Management Plan is to be submitted to Council for approval and is to address, but not be limited to, the following:

- a. the management of traffic during construction;
- b. the management of loading and unloading of construction materials on site;
- c. material stockpiling/storage;
- d. identify parking for construction worker vehicles;
- e. dust mitigation measures; and
- f. complaint management and contingency measures.

- (156) Application for works on Council's sewer main

Application is to be made to Council's Water and Sewer Department by the appointed licensed plumber **prior to the commencement of work** on Council's sewer main.

- (157) Traffic Control Plan (TCP)

A traffic control plan is to be submitted to Council satisfying the provisions of Australian Standard 1742.3, for acceptance **prior to the commencement of work within Council's**

road reserve. Strict compliance to the traffic control plan is to be maintained throughout the duration of the construction work.

During Construction

The following conditions of consent must be complied with at all times during the demolition, excavation and construction of the development.

(158) Damage to Council property

If any damage is occasioned to Council property during construction of Stage 4, the cost of repairs will be recoverable. It is therefore requested that any damage which is obvious before works commence be immediately notified to Council to avoid later conflict.

(159) Sedimentation and Erosion Controls

The approved erosion and sediment control measures shall be implemented and maintained for the duration of construction.

(160) Construction Management Plan (CMP)

The construction and traffic management measures specified in the approved Construction Management Plan shall be implemented for duration of construction.

(161) Inspection of Works

All civil construction works for Stage 4 shall be inspected by Council Officers or Council Nominee during normal office hours as specified in Council's Engineering Guidelines - Subdivisions and Development Standards (Part 1 - Section 4). All requests for inspection are to be made to Council's Customer Service Department.

Apart from these inspections various tests are to be conducted in conjunction with the works. Test guidelines and type of tests required are identified in Council's Engineering Guidelines - Subdivisions and Development Standards.

(162) Effective dust/noise/erosion control measures are to be maintained during construction of Stage 4 of the development to maintain public safety/amenity.

Prior to the issue of the Subdivision Certificate

Before Council will release the subdivision plan, you will need to demonstrate compliance with the following conditions. The necessary documentation and information must be provided to the Principal Certifying Authority (PCA), as applicable.

(163) Approval of Civil Works

All works specified on the approved Construction Certificate drawings for Stage 4 are to be completed in accordance with *Council's Engineering Guidelines – Subdivisions and Development Standards* (and other authorities specifications outlined within this Development Application) and approved by Council **prior to the issue of a Subdivision Certificate for Stage 4.**

(164) Murrumbidgee Irrigation

The applicant shall obtain written unconditional consent from Murrumbidgee Irrigation for the proposed subdivision. Documentary evidence from Murrumbidgee Irrigation shall be submitted to Council **prior to the issue of a Subdivision Certificate for Stage 4.**

(165) Works As Executed (WAE) Drawings

Works As Executed plans for approved civil works are to be submitted to Council upon completion of the development **prior to the issue of a Subdivision Certificate for Stage 4.** Works As Executed plans are to be in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards*.

(166) Maintenance Bond

A Bond Application and a monetary bond is to be submitted to Council to provide a twelve (12) month maintenance period for civil works relating to Council's infrastructure. It is the applicant's responsibility to notify the relevant departments regarding the commencement and finish of the maintenance period and adequate arrangements are to be made regarding any relevant inspections required.

A five percent (5%) bond of the total cost of works is to be submitted to Council for the works that need maintenance **prior to the issue of a Subdivision Certificate for Stage 4.**

(167) Road Construction

Prior to the issue of a Subdivision Certificate for Stage 4, Road 2 and Road 5 are to be constructed to comply with the Local Access specifications outlined in Council's *Engineering Guidelines – Subdivisions and Development Standards* for the length detailed on the Stage 4 Sector E Development Plan. The surface of the road is required to be constructed to consist of a primer seal with a minimum 40mm Asphaltic Concrete (AC).

(168) Road Construction

Prior to the issue of a Subdivision Certificate for Stage 4, Road 4 is to be constructed to comply with the Cul-de-sac and Minor Access specifications outlined in Council's *Engineering Guidelines – Subdivisions and Development Standards* for the length detailed on the Stage 4 Sector E Development Plan. The surface of the road is required to be constructed to consist of a primer seal with a minimum 40mm Asphaltic Concrete (AC).

(169) Intersection Treatment

Prior to the issue of a Subdivision Certificate for Stage 4, the intersection of Road 2 and Road 4 is to be designed as a T- Intersection. Appropriate road tapers are required accommodate the largest sized vehicle likely to access the proposed subdivision.

All works are to be completed in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards* and Austroads *Guide to Road Design* as amended by the supplements adopted by Roads and Maritime Services for the prevailing speed limit.

(170) Intersection Treatment

Prior to the issue of a Subdivision Certificate for Stage 4, the intersection of Road 2 and Road 5 is to be designed as a T- Intersection. Appropriate road tapers are required

accommodate the largest sized vehicle likely to access the proposed subdivision.

All works are to be completed in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards* and *Austrroads Guide to Road Design* as amended by the supplements adopted by Roads and Maritime Services for the prevailing speed limit.

(171) Kerb and Gutter

Prior to the issue of a Subdivision Certificate for Stage 4, kerb and gutter is to be constructed along both sides of Road 2, Road 4, and Road 5 for the length detailed on the Stage 4 Sector E Development Plan. All works are to be completed in accordance with Council's *Engineering Guidelines for Subdivisions and Development Standards*.

(172) Temporary Cul-de-sac for Dead End Roads

Prior to the issue of a Subdivision Certificate for Stage 4, temporary cul-de-sacs are to be constructed in accordance with Council's *Engineering Guidelines for Subdivisions and Development Standards* where the road constructed as part of Stage 4 terminates at a dead-end.

The temporary cul-de-sacs are to be constructed with a minimum 200mm thick road building gravel and bi-directional signage is to be installed.

(173) Footpath

Prior to the issue of a Construction Certificate for Subdivision Works for Stage 4, a 1.2-metre-wide, concrete footpath is to be constructed along the southern side of Road 2 and Road 5 for the length detailed on the Stage 4 Sector E Development Plan. All works are to be completed in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards* and Council's *Pedestrian and Bicycle Strategy – May 2018*.

(174) Line Marking

Prior to the issue of a Subdivision Certificate for Stage 4, Road 2, Road 4, and Road 5 are to be appropriately delineated (linemarking, etc) in accordance with Australian Standard 1742 and the Roads and Maritime Services QA Specifications for signposting and line marking.

(175) Street Lighting

The installation of street lighting along Road 2, Road 4, and Road 5 is to be in accordance with *Austrroads Guide to Road Design*, Australian Standard 1158 and any prescribed requirement of Essential Energy for the length detailed on the Stage 4 Sector E Development Plan. Street lights are to be installed in accordance with the approved design, **prior to the issue of a Subdivision Certificate for Stage 4**. Written approval is to be submitted to Council from Essential Energy to ensure that all works have been completed to their satisfaction.

(176) Street Nameplates

Street nameplates are to be provided to the proposed public roads to the colour arrangement as adopted by Council and the standard as prescribed by *Council's Engineering Guidelines – Subdivisions and Development Standards*. Council approval of street names are to be obtained **prior to the issue of a Subdivision Certificate for Stage**

4.

(177) Stormwater Drainage

Prior to the issue of a Subdivision Certificate for Stage 4, the proposed stormwater drainage system is to be connected to the Citrus Road drainage channel and constructed in accordance with the *Collina Growth Area Development Control Plan 2016 (CGA-DCP)*, SMEC's *Collina Drainage Modelling and Design Report 2017*, Council's *Engineering Guidelines - Subdivisions and Development Standards* and Council's *Stormwater Drainage and Disposal Policy (CS-CP-310)*.

(178) Extension of Council's Sewer Main

Prior to the issue of a Subdivision Certificate for Stage 4, Council's gravity sewer system is to be extended to service the proposed subdivision. The sewer system for Stage 4 is to be connected to Council's sewerage pumping station located on Lot 3 DP 1245637.

All works are to be completed in accordance with the standards prescribed in Council's *Engineering Guidelines- Subdivisions and Development Standards* and the Water Services Association of Australia - *Gravity Sewerage Code of Australia WSA 02—2014*.

(179) Easement for Sewer

Prior to the issue of the Subdivision Certificate for Stage 4 a three (3) metre easement shall be established over Council's sewer infrastructure pursuant to Section 88B of the *Conveyancing Act* for the drainage of sewage. Matters to be addressed in the instrument should include the width and location of the easement.

(180) Extension of Council's Potable Water Main

Prior to the issue of a Subdivision Certificate for Stage 4, Council's reticulated potable water system is to be extended to service the proposed subdivision as outlined in Council's *Collina Growth Area Development Control Plan*.

All works are to be completed in accordance with Council's *Engineering Guidelines - Subdivisions and Development Standards*, and the Water Services Association of Australia – *Water Supply Code of Australia (WSA 03—2011)*.

(181) Separate Water Services

Prior to the issue of a Subdivision Certificate for Stage 4, the developer is to provide a separate water service to each of the proposed allotments. Installation and location of the water services are to be in accordance with Council's *Engineering Guidelines - Subdivisions and Development Standards* and the Water Services Association of Australia – *Water Supply Code of Australia (WSA 03—2011)*.

(182) Easement for Services

Prior to the issue of the Subdivision Certificate for Stage 4, easements shall be established pursuant to Section 88B of the *Conveyancing Act 1919* where services cross property boundaries. The location and widths of the easements are to be specified in the instrument for the purpose of protecting and identifying the services.

(183) **Prior to the issue of the Subdivision Certificate for Stage 4**, a Restriction on the Use of Land pertaining to Lots E14 and E15 shall be established pursuant to Section 88B of the

Conveyancing Act 1919, that there shall be no building or other structures constructed within the existing Easement to Drain Sewage 5m wide (DP 1001586) and the existing Easement for Electrical Purposes (DP 1083637) adjacent to the northern boundary of these lots.

- (184) **Prior to the issue of the Subdivision Certificate for Stage 4**, a Restriction on the Use of Land pertaining to Lots E14 and E15 shall be established pursuant to Section 88B of the *Conveyancing Act 1919*, that any new building or structure within the proximity of the existing Easement to Drain Sewage 5m wide (DP 1001586) must be built in accordance with Griffith City Council's Policy - Buildings – Construction Near Water & Sewerage Assets (CS-CP- 316).
- (185) **Prior to the issue of a Subdivision Certificate for Stage 4**, landscaping (street trees) and associated irrigation are to be installed to Council's satisfaction in accordance with the approved landscaping plan for Stage 4. The street trees shall be installed in accordance with Council's *Tree Policy (PG-CP-402)* and Council's *Engineering Guidelines – Subdivisions and Development Standards*. The street trees are to be connected to an irrigation system to be approved by Council and are to be maintained by the developer for 12 months.

On-Going Requirements

The following conditions or requirements must be complied with at all times, throughout the use and operation of the development.

- (186) Manholes to be kept free of obstruction

All sewer manholes are to be kept free of obstruction so that they are readily accessible for maintenance purposes.

STAGE FIVE – SECTOR F

Prior to the issue of a Construction Certificate for Subdivision Works

Prior to commencing subdivision works you will need a Construction Certificate for Subdivision Works issued by Council. Before this certificate can be issued, compliance with the following conditions is to be demonstrated.

- (187) Payment of Inspections

The applicant is required to pay for all inspections carried out by Council's Engineers. Payment must be paid for twenty (20) inspections as per Council's current Revenue Policy **prior to the issue of a Construction Certificate for Subdivision Works for Stage 1**. Any adjustments to the total amount must be paid in full **prior to the issue of a Subdivision Certificate for Stage 1**.

- (188) Road Construction

Piper Circuit is to be constructed to comply with the Collector specifications outlined in Council's *Engineering Guidelines – Subdivisions and Development Standards* for the length detailed on the Stage 5 Sector F Development Plan. **Prior to the issue of a Construction Certificate for Subdivision Works for Stage 5**, detailed engineering design drawings for the roadworks shall be submitted to Council for approval in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards* and

Austrroads Guide to Road Design. Such plans shall include design and specifications for all proposed work as required for approval by Council. The surface of the road is required to be constructed to consist of a primer seal with a minimum 40mm Asphaltic Concrete (AC).

(189) Road Construction

Road 2 and Road 8 are to be constructed to comply with the Local Access specifications outlined in Council's *Engineering Guidelines – Subdivisions and Development Standards* for the length detailed on the Stage 5 Sector F Development Plan. **Prior to the issue of a Construction Certificate for Subdivision Works for Stage 5**, detailed engineering design drawings for the roadworks shall be submitted to Council for approval. Such plans shall include design and specifications for all proposed work as required for approval by Council. The surface of the road is required to be constructed to consist of a primer seal with a minimum 40mm Asphaltic Concrete (AC).

(190) Road Construction

Road 7 is to be constructed to comply with the Cul-de-sac and Minor Access specifications outlined in Council's *Engineering Guidelines – Subdivisions and Development Standards* for the length detailed on the Stage 5 Sector F Development Plan. **Prior to the issue of a Construction Certificate for Subdivision Works for Stage 5**, detailed engineering design drawings for the roadworks shall be submitted to Council for approval. Such plans shall include design and specifications for all proposed work as required for approval by Council. The surface of the road is required to be constructed to consist of a primer seal with a minimum 40mm Asphaltic Concrete (AC).

(191) Intersection Treatment

As a minimum, the intersection of Piper Circuit and Road 2 is to be designed as a T-Intersection. The intersection is required to incorporate a raised centre median to separate traffic on Road 2 and provide refuge for pedestrians and cyclists crossing Road 2. Appropriate road tapers are required accommodate the largest sized vehicle likely to access the proposed subdivision.

Prior to the issue of a Construction Certificate for Subdivision Works for Stage 5, detailed design drawings for the intersection are to be submitted to Council for approval. Design of the intersection and the raised centre median is to be in accordance with *Austrroads Guide to Road Design* as amended by the supplements adopted by Roads and Maritime Services for the prevailing speed limit.

(192) Intersection Treatment

As a minimum, the intersection of Road 7 and Piper Circuit is to be designed as a T-Intersection. Appropriate road tapers are required accommodate the largest sized vehicle likely to access the proposed subdivision.

Prior to the issue of a Construction Certificate for Subdivision Works for Stage 5, detailed design drawings for the intersection is to be submitted to Council for approval. Design of the intersection is to be in accordance with *Austrroads Guide to Road Design* as amended by the supplements adopted by Roads and Maritime Services for the prevailing speed limit.

(193) Intersection Treatment

As a minimum, the intersection of Road 8 and Piper Circuit is to be designed as a T-

Intersection. Appropriate road tapers are required accommodate the largest sized vehicle likely to access the proposed subdivision.

Prior to the issue of a Construction Certificate for Subdivision Works for Stage 5, detailed design drawings for the intersection is to be submitted to Council for approval. Design of the intersection is to be in accordance with Austroads *Guide to Road Design* as amended by the supplements adopted by Roads and Maritime Services for the prevailing speed limit.

(194) Kerb and Gutter Construction

Nominal 150mm high integral kerb & guttering is to be constructed along both sides of Road 2, Road 7, Road 8, and Piper Circuit for the length detailed on the Stage 5 Sector F Development Plan. Detailed engineering design drawings for the kerb and gutter and associated works shall be submitted to Council for approval **prior to the issue of a Construction Certificate for Subdivision Works for Stage 5**. Design plans are to comply with *Council's Engineering Guidelines for Subdivisions and Development Standards*.

(195) Shared Path

Prior to the issue of a Construction Certificate for Subdivision Works for Stage 5, the applicant shall submit detailed design plans for a 2.5-metre-wide, concrete shared path to be constructed along the eastern side of Piper Circuit for the length detailed on the Stage 5 Sector F Development Plan. Shared path construction is to include appropriate infrastructure to ensure safe movements are available for pedestrians crossing the road. Detailed design drawings are to comply with Council's *Engineering Guidelines – Subdivisions and Development Standards* and Council's *Pedestrian and Bicycle Strategy – May 2018*.

(196) Footpath

Prior to the issue of a Construction Certificate for Subdivision Works for Stage 5, the applicant shall submit detailed design plans for a 1.2-metre-wide, concrete footpath to be constructed along the southern side of Road 2 for the length detailed on the Stage 5 Sector F Development Plan. Footpath construction is to include appropriate infrastructure to ensure safe movements are available for pedestrians crossing the road. Detailed design drawings are to comply with Council's *Engineering Guidelines – Subdivisions and Development Standards* and Council's *Pedestrian and Bicycle Strategy – May 2018*.

(197) Street Lighting

Provision is to be made for the installation of street lighting along Road 2, Road 7, Road 8, and Piper Circuit in accordance with Austroads *Guide to Road Design*, Australian Standard 1158 and any prescribed requirement of Essential Energy for the length detailed on the Stage 5 Sector F Development Plan. Details shall be submitted to Council for approval, **prior to the issue of a Construction Certificate for Subdivision Works for Stage 5**. Lighting drawings are to be prepared by a suitably qualified lighting designer/consultant.

(198) Stormwater Drainage

The proposed stormwater drainage system is to be connected to the Citrus Road drainage channel. Stormwater runoff shall not be permitted to flow over the property boundaries onto the adjoining properties.

Detailed design drawings and hydraulic calculations for the proposed drainage design are

to be submitted to Council for approval in accordance with the *Collina Growth Area Development Control Plan 2016 (CGA-DCP)*, SMEC's *Collina Drainage Modelling and Design Report 2017*, Council's *Engineering Guidelines - Subdivisions and Development Standards* and Council's *Stormwater Drainage and Disposal Policy (CS-CP-310)* **prior to the issue of a Construction Certificate for Subdivision Works for Stage 5.**

A qualified Civil Engineer with experience in Hydraulic Analysis shall design and certify the stormwater drainage system, which shall be maintained for the life of the project. The consultant is to sign off all drawings and calculations and provide details of Professional Indemnity Insurance.

(199) Extension of Council's Sewer Main

Council's gravity sewer system is to be extended to service the proposed subdivision. The sewer system for Stage 5 is to be designed to be connected to Council's sewerage pumping station located on Lot 3 DP 1245637.

The design for pipelines, as well as manholes and other associated components normally associated with sewerage main installations are to be in accordance with the standards prescribed in Council's *Engineering Guidelines- Subdivisions and Development Standards* and the Water Services Association of Australia - *Gravity Sewerage Code of Australia WSA 02—2014*. Details and designs are to be submitted to Council for approval **prior to the issue of Construction Certificate for Subdivision Works for Stage 5.**

(200) Extension of Council's Potable Water Main

Council's reticulated potable water system is to be extended to service the proposed subdivision. The layout of water main infrastructure for the development is to be in accordance with Council's *Collina Growth Area Development Control Plan*.

The design of all new mains and other associated components normally associated with water main installations are to conform to the standards prescribed in *Council's Engineering Guidelines - Subdivisions and Development Standards*, the Water Services Association of Australia – *Water Supply Code of Australia (WSA 03—2011)* and the *GHD Collina Masterplan 2003*. Details and designs are to be submitted to Council for approval **prior to the issue of a Construction Certificate for Subdivision Works for Stage 5.**

(201) Tile Drainage System

If tile drainage exists then appropriate treatment is required to obviate the collection of underground waters in unwanted places.

Documentation shall be submitted to Council prior to the issue of a Construction Certificate for Subdivision Works for Stage 5 confirming Murrumbidgee Irrigation's requirements for the existing tile drainage system to either remain or be removed.

Should Murrumbidgee Irrigation require the tile drainage system to remain, an easement shall be created in accordance with Section 88B of the Conveyancing Act over all existing tile drainage lines. Matters to be addressed in the instrument shall include the width and location of the easement.

Should Murrumbidgee Irrigation require the tile drainage system to be made redundant, the tile drainage shall be either removed or disconnected to the satisfaction of Murrumbidgee Irrigation and Council.

Details of the work to be carried out on the existing tile drainage system shall be submitted to Council for approval **prior to the issue of a Construction Certificate for Subdivision Works for Stage 5.**

(202) Erosion and Sediment Control

Control measures are to be utilised to prevent soil erosion and silt entering the drainage systems. **Prior to the issue of a Construction Certificate for Subdivision Works for Stage 5** details of the proposed measures utilising the principles outlined in following document, *Soils and Construction – Managing Urban Stormwater by Landcom (Blue Book,*) are to be submitted for Council approval.

(203) **Prior to the issue of a Construction Certificate for Subdivision Works for Stage 5**, a landscaping plan is to be submitted to Council for Stage 5 of the development. The landscaping plan is to specify that the street trees shall be installed in accordance with Council's Tree Policy (PG-CP-402) and Council's Engineering Guidelines – Subdivision and Development Standards. The street trees are to be connected to an irrigation system to be approved by Council and are to be maintained by the developer for 12 months after planting.

Prior to Commencement of Works

The following conditions need to be met prior to the commencement of works. The necessary documentation and information must be provided to the Principal Certifying Authority (PCA), as applicable.

(204) Construction Certificate for Subdivision Works

Prior to commencing construction of the approved development, it is necessary to obtain a Construction Certificate for Subdivision Works for the stormwater, potable water, sewerage, footpath and roadworks to be constructed. This Construction Certificate can only be issued by Council. An application form, complete with detailed plans and specifications, shall be submitted to Council for the approval.

The construction plans must be completed in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards*, relevant Australian Standards, Roads and Maritime Services specifications, the Austroads *Guide to Road Design*, the Griffith *Pedestrian & Bicycle Strategy*, the Water Services Association of Australia – *Water Supply Code of Australia (WSA 03—2011)*, the Water Services Association of Australia - *Gravity Sewerage Code of Australia (WSA 02—2014)*, and relevant authorities specifications.

(205) Construction Management Plan (CMP)

Prior to the commencement of work, a Construction Management Plan is to be prepared by a suitably qualified professional detailing the proposed traffic control and traffic management arrangements to be implemented during the construction of the development. The Construction Management Plan is to be submitted to Council for approval and is to address, but not be limited to, the following:

- a. the management of traffic during construction;
- b. the management of loading and unloading of construction materials on site;
- c. material stockpiling/storage;
- d. identify parking for construction worker vehicles;
- e. dust mitigation measures; and
- f. complaint management and contingency measures.

(206) Application for works on Council's sewer main

Application is to be made to Council's Water and Sewer Department by the appointed licensed plumber **prior to the commencement of work** on Council's sewer main.

(207) Traffic Control Plan (TCP)

A traffic control plan is to be submitted to Council satisfying the provisions of Australian Standard 1742.3, for acceptance **prior to the commencement of work within Council's road reserve**. Strict compliance to the traffic control plan is to be maintained throughout the duration of the construction work.

During Construction

The following conditions of consent must be complied with at all times during the demolition, excavation and construction of the development.

(208) Damage to Council property

If any damage is occasioned to Council property during construction of Stage 5, the cost of repairs will be recoverable. It is therefore requested that any damage which is obvious before works commence be immediately notified to Council to avoid later conflict.

(209) Sedimentation and Erosion Controls

The approved erosion and sediment control measures shall be implemented and maintained for the duration of construction.

(210) Construction Management Plan (CMP)

The construction and traffic management measures specified in the approved Construction Management Plan shall be implemented for duration of construction.

(211) Inspection of Works

All civil construction works for Stage 5 shall be inspected by Council Officers or Council Nominee during normal office hours as specified in Council's Engineering Guidelines - Subdivisions and Development Standards (Part 1 - Section 4). All requests for inspection are to be made to Council's Customer Service Department.

Apart from these inspections various tests are to be conducted in conjunction with the works. Test guidelines and type of tests required are identified in Council's *Engineering Guidelines - Subdivisions and Development Standards*.

(212) Effective dust/noise/erosion control measures are to be maintained during construction of Stage 5 of the development to maintain public safety/amenity.

Prior to the issue of the Subdivision Certificate

Before Council will release the subdivision plan, you will need to demonstrate compliance with the following conditions. The necessary documentation and information must be provided to the Principal Certifying Authority (PCA), as applicable.

(213) Approval of Civil Works

All works specified on the approved Construction Certificate drawings for Stage 5 are to be completed in accordance with *Council's Engineering Guidelines – Subdivisions and Development Standards* (and other authorities specifications outlined within this Development Application) and approved by Council **prior to the issue of a Subdivision Certificate for Stage 5.**

(214) Murrumbidgee Irrigation

The applicant shall obtain written unconditional consent from Murrumbidgee Irrigation for the proposed subdivision. Documentary evidence from Murrumbidgee Irrigation shall be submitted to Council **prior to the issue of a Subdivision Certificate for Stage 5.**

(215) Works As Executed (WAE) Drawings

Works As Executed plans for approved civil works are to be submitted to Council upon completion of the development **prior to the issue of a Subdivision Certificate for Stage 5.** Works As Executed plans are to be in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards.*

(216) Maintenance bond

A Bond Application and a monetary bond is to be submitted to Council to provide a twelve (12) month maintenance period for civil works relating to Council's infrastructure. It is the applicant's responsibility to notify the relevant departments regarding the commencement and finish of the maintenance period and adequate arrangements are to be made regarding any relevant inspections required.

A five percent (5%) bond of the total cost of works is to be submitted to Council for the works that need maintenance **prior to the issue of a Subdivision Certificate for Stage 5.**

(217) Road Construction

Prior to the issue of a Subdivision Certificate for Stage 5, Piper Circuit is to be constructed to comply with the Collector specifications outlined in Council's *Engineering Guidelines – Subdivisions and Development Standards* for the length detailed on the Stage 5 Sector F Development Plan. The surface of the road is required to be constructed to consist of a primer seal with a minimum 40mm Asphaltic Concrete (AC).

(218) Road Construction

Prior to the issue of a Subdivision Certificate for Stage 5, Road 2 and Road 8 are to be constructed to comply with the Local Access specifications outlined in Council's *Engineering Guidelines – Subdivisions and Development Standards* for the length detailed on the Stage 5 Sector F Development Plan. The surface of the road is required to be constructed to consist of a primer seal with a minimum 40mm Asphaltic Concrete (AC).

(219) Road Construction

Prior to the issue of a Subdivision Certificate for Stage 5, Road 7 is to be constructed to comply with the Cul-de-sac and Minor Access specifications outlined in Council's *Engineering Guidelines – Subdivisions and Development Standards* for the length detailed on the Stage 5 Sector F Development Plan. The surface of the road is required to be constructed to consist of a primer seal with a minimum 40mm Asphaltic Concrete (AC).

(220) Intersection Treatment

Prior to the issue of a Subdivision Certificate for Stage 5, the intersection of Piper Circuit and Road 2 is to be constructed as a T- Intersection. The intersection is required to incorporate a raised centre median to separate traffic on Road 2. Appropriate road tapers are required accommodate the largest sized vehicle likely to access the proposed subdivision.

All works are to be completed in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards* and *Austrroads Guide to Road Design* as amended by the supplements adopted by Roads and Maritime Services for the prevailing speed limit.

(221) Intersection Treatment

Prior to the issue of a Subdivision Certificate for Stage 5, the intersection of Piper Circuit and Road 7 is to be designed as a T- Intersection. Appropriate road tapers are required accommodate the largest sized vehicle likely to access the proposed subdivision.

All works are to be completed in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards* and *Austrroads Guide to Road Design* as amended by the supplements adopted by Roads and Maritime Services for the prevailing speed limit.

(222) Intersection Treatment

Prior to the issue of a Subdivision Certificate for Stage 5, the intersection of Piper Circuit and Road 8 is to be designed as a T- Intersection. Appropriate road tapers are required accommodate the largest sized vehicle likely to access the proposed subdivision.

All works are to be completed in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards* and *Austrroads Guide to Road Design* as amended by the supplements adopted by Roads and Maritime Services for the prevailing speed limit.

(223) Kerb and Gutter

Prior to the issue of a Subdivision Certificate for Stage 5, kerb and gutter is to be constructed along both sides of Road 2, Road 7, Road 8, and Piper Circuit for the length detailed on the Stage 5 Sector F Development Plan. All works are to be completed in accordance with Council's *Engineering Guidelines for Subdivisions and Development Standards*.

(224) Temporary Cul-de-sac for Dead End Roads

Prior to the issue of a Subdivision Certificate for Stage 5, temporary cul-de-sacs are to be constructed in accordance with Council's *Engineering Guidelines for Subdivisions and Development Standards* where the road constructed as part of Stage 5 terminates at a dead-end.

The temporary cul-de-sacs are to be constructed with a minimum 200mm thick road building gravel and bi-directional signage is to be installed.

(225) Shared Path

Prior to the issue of a Construction Certificate for Subdivision Works for Stage 5, a 2.5-metre-wide, concrete shared path is to be constructed along the eastern side of Piper Circuit for the length detailed on the Stage 5 Sector F Development Plan. Shared path construction is to include appropriate infrastructure to ensure safe movements are available for pedestrians crossing the road. All works are to be completed in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards* and Council's *Pedestrian and Bicycle Strategy – May 2018*.

(226) Footpath

Prior to the issue of a Construction Certificate for Subdivision Works for Stage 5, a 1.2-metre-wide, concrete footpath is to be constructed along the southern side of Road 2 for the length detailed on the Stage 5 Sector F Development Plan. Footpath construction is to include appropriate infrastructure to ensure safe movements are available for pedestrians crossing the road. All works are to be completed in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards* and Council's *Pedestrian and Bicycle Strategy – May 2018*.

(227) Line Marking

Prior to the issue of a Subdivision Certificate for Stage 5, Road 2, Road 7, Road 8, and Piper Circuit are to be appropriately delineated (linemarking, etc) in accordance with Australian Standard 1742 and the Roads and Maritime Services QA Specifications for signposting and line marking.

(228) Street Lighting

The installation of street lighting along Road 2, Road 7, Road 8, and Piper Circuit is to be in accordance with Austroads *Guide to Road Design*, Australian Standard 1158 and any prescribed requirement of Essential Energy for the length detailed on the Stage 5 Sector F Development Plan. Street lights are to be installed in accordance with the approved design, **prior to the issue of a Subdivision Certificate for Stage 5**. Written approval is to be submitted to Council from Essential Energy to ensure that all works have been completed to their satisfaction.

(229) Street Nameplates

Street nameplates are to be provided to the proposed public roads to the colour arrangement as adopted by Council and the standard as prescribed by *Council's Engineering Guidelines – Subdivisions and Development Standards*. Council approval of street names are to be obtained **prior to the issue of a Subdivision Certificate for Stage 5**.

(230) Stormwater Drainage

Prior to the issue of a Subdivision Certificate for Stage 5 the proposed stormwater drainage system is to be connected to the Citrus Road drainage channel and constructed in accordance with the *Collina Growth Area Development Control Plan 2016 (CGA-DCP)*, SMEC's *Collina Drainage Modelling and Design Report 2017*, Council's *Engineering Guidelines - Subdivisions and Development Standards* and Council's *Stormwater Drainage and Disposal Policy (CS-CP-310)*.

(231) Extension of Council's Sewer Main

Prior to the issue of a Subdivision Certificate for Stage 5, Council's gravity sewer system is to be extended to service the proposed subdivision. The sewer system for Stage 5 is to be connected to Council's sewerage pumping station located on Lot 3 DP 1245637.

All works are to be completed in accordance with the standards prescribed in Council's *Engineering Guidelines- Subdivisions and Development Standards* and the Water Services Association of Australia - *Gravity Sewerage Code of Australia WSA 02—2014*.

(232) Easement for Sewer

Prior to the issue of the Subdivision Certificate for Stage 5 a three (3) metre easement shall be established over Council's sewer infrastructure pursuant to Section 88B of the *Conveyancing Act* for the drainage of sewage. Matters to be addressed in the instrument should include the width and location of the easement.

(233) Extension of Council's Potable Water Main

Prior to the issue of a Subdivision Certificate for Stage 5, Council's reticulated potable water system is to be extended to service the proposed subdivision as outlined in Council's *Collina Growth Area Development Control Plan*.

All works are to be completed in accordance with Council's *Engineering Guidelines - Subdivisions and Development Standards*, and the Water Services Association of Australia - *Water Supply Code of Australia (WSA 03—2011)*.

(234) Separate Water Services

Prior to the issue of a Subdivision Certificate for Stage 5, the developer is to provide a separate water service to each of the proposed allotments. Installation and location of the water services are to be in accordance with Council's *Engineering Guidelines - Subdivisions and Development Standards* and the Water Services Association of Australia - *Water Supply Code of Australia (WSA 03—2011)*.

(235) Easement for Services

Prior to the issue of the Subdivision Certificate for Stage 5, easements shall be established pursuant to Section 88B of the *Conveyancing Act 1919* where services cross property boundaries. The location and widths of the easements are to be specified in the instrument for the purpose of protecting and identifying the services.

(236) **Prior to the issue of the Subdivision Certificate for Stage 5**, a Restriction on the Use of Land pertaining to Lots F10, F11, F12, F13 and F14 shall be established pursuant to Section 88B of the *Conveyancing Act 1919*, that there shall be no building or other structures constructed within the existing Easement to Drain Sewage 5m wide (DP 1001586) and the existing Easement for Electrical Purposes (DP 1083637) adjacent to the northern boundary of these lots.

(237) **Prior to the issue of the Subdivision Certificate for Stage 5**, a Restriction on the Use of Land pertaining to Lots F10, F11, F12, F13 and F14 shall be established pursuant to Section 88B of the *Conveyancing Act 1919*, that any new building or structure within the proximity of the existing Easement to Drain Sewage 5m wide (DP 1001586) must be built in

accordance with Griffith City Council's Policy - Buildings – Construction Near Water & Sewerage Assets (CS-CP- 316).

- (238) **Prior to the issue of a Subdivision Certificate for Stage 5**, landscaping (street trees) and associated irrigation are to be installed to Council's satisfaction in accordance with the approved landscaping plan for Stage 5. The street trees shall be installed in accordance with Council's *Tree Policy (PG-CP-402)* and Council's *Engineering Guidelines – Subdivisions and Development Standards*. The street trees are to be connected to an irrigation system to be approved by Council and are to be maintained by the developer for 12 months.

On-Going Requirements

The following conditions or requirements must be complied with at all times, throughout the use and operation of the development.

- (239) Manholes to be kept free of obstruction

All sewer manholes are to be kept free of obstruction so that they are readily accessible for maintenance purposes.

STAGE SIX – SECTOR A

Prior to the issue of a Construction Certificate for Subdivision Works

Prior to commencing subdivision works you will need a Construction Certificate for Subdivision Works issued by Council. Before this certificate can be issued, compliance with the following conditions is to be demonstrated.

- (240) Payment of Inspections

The applicant is required to pay for all inspections carried out by Council's Engineers. Payment must be paid for fifteen (15) inspections as per Council's current Revenue Policy **prior to the issue of a Construction Certificate for Subdivision Works for Stage 6**. Any adjustments to the total amount must be paid in full **prior to the issue of a Subdivision Certificate for Stage 6**.

- (241) Road Construction

Clifton Boulevard is to be widened for the length detailed on the Stage 6 Sector A Development Plan, to the following specifications:

- a. 33 m wide road reserve,
- b. Consisting of 7m carriageway, 5m centre median, 7m carriageway,
- c. With a minimum 4.5 wide verge on either side.

Prior to the issue of a Construction Certificate for Subdivision Works for Stage 6, detailed engineering design drawings for the roadworks shall be submitted to Council for approval in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards* and *Austrroads Guide to Road Design*. Such plans shall include design and specifications for all proposed work as required for approval by Council. The surface of the road is required to be constructed to consist of a primer seal with a minimum 40mm Asphaltic Concrete (AC).

(242) Kerb and Gutter Construction

Nominal 150mm high integral kerb & guttering is to be constructed along the eastern side of Clifton Boulevard for the length detailed on the Stage 6 Sector A Development Plan. Detailed engineering design drawings for the kerb and gutter and associated works shall be submitted to Council for approval **prior to the issue of a Construction Certificate for Subdivision Works for Stage 6**. Design plans are to comply with Council's *Engineering Guidelines for Subdivisions and Development Standards*.

(243) Street Lighting

Provision is to be made for the installation of street lighting along Clifton Boulevard in accordance with Austroads *Guide to Road Design*, Australian Standard 1158 and any prescribed requirement of Essential Energy for the length detailed on the Stage 6 Sector A Development Plan. Details shall be submitted to Council for approval, **prior to the issue of a Construction Certificate for Subdivision Works for Stage 6**. Lighting drawings are to be prepared by a suitably qualified lighting designer/consultant.

(244) Stormwater Drainage

The proposed stormwater drainage system is to be connected to the Citrus Road drainage channel. Stormwater runoff shall not be permitted to flow over the property boundaries onto the adjoining properties.

Detailed design drawings and hydraulic calculations for the proposed drainage design are to be submitted to Council for approval in accordance with the *Collina Growth Area Development Control Plan 2016 (CGA-DCP)*, SMEC's *Collina Drainage Modelling and Design Report 2017*, Council's *Engineering Guidelines - Subdivisions and Development Standards* and Council's *Stormwater Drainage and Disposal Policy (CS-CP-310)* **prior to the issue of a Construction Certificate for Subdivision Works for Stage 6**.

A qualified Civil Engineer with experience in Hydraulic Analysis shall design and certify the stormwater drainage system, which shall be maintained for the life of the project. The consultant is to sign off all drawings and calculations and provide details of Professional Indemnity Insurance.

(245) Extension of Council's Sewer Main

Council's gravity sewer system is to be extended to service the proposed subdivision. The sewer system for Stage 6 is to be designed to be connected to Council's sewerage pumping station located on Lot 3 DP 1245637.

The design for pipelines, as well as manholes and other associated components normally associated with sewerage main installations are to be in accordance with the standards prescribed in Council's *Engineering Guidelines- Subdivisions and Development Standards* and the Water Services Association of Australia - *Gravity Sewerage Code of Australia WSA 02—2014*. Details and designs are to be submitted to Council for approval **prior to the issue of Construction Certificate for Subdivision Works for Stage 6**

(246) Extension of Council's Potable Water Main

Council's reticulated potable water system is to be extended to service the proposed subdivision. The layout of water main infrastructure for the development is to be in accordance with Council's *Collina Growth Area Development Control Plan*.

The design of all new mains and other associated components normally associated with water main installations are to conform to the standards prescribed in *Council's Engineering Guidelines - Subdivisions and Development Standards*, the Water Services Association of Australia – *Water Supply Code of Australia (WSA 03—2011)* and the *GHD Collina Masterplan 2003*. Details and designs are to be submitted to Council for approval **prior to the issue of a Construction Certificate for Subdivision Works for Stage 6.**

(247) Tile Drainage System

If tile drainage exists then appropriate treatment is required to obviate the collection of underground waters in unwanted places.

Documentation shall be submitted to Council **prior to the issue of a Construction Certificate for Subdivision Works for Stage 6** confirming Murrumbidgee Irrigation's requirements for the existing tile drainage system to either remain or be removed.

Should Murrumbidgee Irrigation require the tile drainage system to remain, an easement shall be created in accordance with Section 88B of the Conveyancing Act over all existing tile drainage lines. Matters to be addressed in the instrument shall include the width and location of the easement.

Should Murrumbidgee Irrigation require the tile drainage system to be made redundant, the tile drainage shall be either removed or disconnected to the satisfaction of Murrumbidgee Irrigation and Council.

Details of the work to be carried out on the existing tile drainage system shall be submitted to Council for approval **prior to the issue of a Construction Certificate for Subdivision Works for Stage 6.**

(248) Erosion and Sediment Control

Control measures are to be utilised to prevent soil erosion and silt entering the drainage systems. **Prior to the issue of a Construction Certificate for Subdivision Works for Stage 6** details of the proposed measures utilising the principles outlined in following document, *Soils and Construction – Managing Urban Stormwater by Landcom (Blue Book)*, are to be submitted for Council approval.

- (249) **Prior to the issue of a Construction Certificate for Subdivision Works for Stage 6**, a landscaping plan is to be submitted to Council for Stage 6 of the development. The landscaping plan is to specify that the street trees shall be installed in accordance with Council's Tree Policy (PG-CP-402) and Council's Engineering Guidelines – Subdivision and Development Standards. The street trees are to be connected to an irrigation system to be approved by Council and are to be maintained by the developer for 12 months after planting.

Prior to Commencement of Works

The following conditions need to be met prior to the commencement of works. The necessary documentation and information must be provided to the Principal Certifying Authority (PCA), as applicable.

(250) Construction Certificate for Subdivision Works

Prior to commencing construction of the approved development, it is necessary to obtain a Construction Certificate for Subdivision Works for the stormwater, potable water, sewerage, footpath and roadworks to be constructed. This Construction Certificate can only

be issued by Council. An application form, complete with detailed plans and specifications, shall be submitted to Council for the approval.

The construction plans must be completed in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards*, relevant Australian Standards, Roads and Maritime Services specifications, the Austroads *Guide to Road Design*, the Griffith *Pedestrian & Bicycle Strategy*, the Water Services Association of Australia – *Water Supply Code of Australia (WSA 03—2011)*, the Water Services Association of Australia - *Gravity Sewerage Code of Australia (WSA 02—2014)*, and relevant authorities specifications.

(251) Construction Management Plan (CMP)

Prior to the commencement of work, a Construction Management Plan is to be prepared by a suitably qualified professional detailing the proposed traffic control and traffic management arrangements to be implemented during the construction of the development. The Construction Management Plan is to be submitted to Council for approval and is to address, but not be limited to, the following:

- a. the management of traffic during construction;
- b. the management of loading and unloading of construction materials on site;
- c. material stockpiling/storage;
- d. identify parking for construction worker vehicles;
- e. dust mitigation measures; and
- f. complaint management and contingency measures.

(252) Application for works on Council's sewer main

Application is to be made to Council's Water and Sewer Department by the appointed licensed plumber **prior to the commencement of work** on Council's sewer main.

(253) Traffic Control Plan (TCP)

A traffic control plan is to be submitted to Council satisfying the provisions of Australian Standard 1742.3, for acceptance **prior to the commencement of work within Council's road reserve**. Strict compliance to the traffic control plan is to be maintained throughout the duration of the construction work.

During Construction

The following conditions of consent must be complied with at all times during the demolition, excavation and construction of the development.

(254) Damage to Council property

If any damage is occasioned to Council property during construction of Stage 6, the cost of repairs will be recoverable. It is therefore requested that any damage which is obvious before works commence be immediately notified to Council to avoid later conflict.

(255) Sedimentation and Erosion Controls

The approved erosion and sediment control measures shall be implemented and maintained for the duration of construction.

(256) Construction Management Plan (CMP)

The construction and traffic management measures specified in the approved Construction Management Plan shall be implemented for duration of construction.

(257) Inspection of Works

All civil construction works for Stage 6 shall be inspected by Council Officers or Council Nominee during normal office hours as specified in Council's Engineering Guidelines - Subdivisions and Development Standards (Part 1 - Section 4). All requests for inspection are to be made to Council's Customer Service Department.

Apart from these inspections various tests are to be conducted in conjunction with the works. Test guidelines and type of tests required are identified in Council's *Engineering Guidelines - Subdivisions and Development Standards*.

(258) Effective dust/noise/erosion control measures are to be maintained during construction of Stage 6 of the development to maintain public safety/amenity.

Prior to the issue of the Subdivision Certificate

Before Council will release the subdivision plan, you will need to demonstrate compliance with the following conditions. The necessary documentation and information must be provided to the Principal Certifying Authority (PCA), as applicable.

(259) Approval of Civil Works

All works specified on the approved Construction Certificate drawings for Stage 6 are to be completed in accordance with *Council's Engineering Guidelines – Subdivisions and Development Standards* (and other authorities specifications outlined within this Development Application) and approved by Council **prior to the issue of a Subdivision Certificate for Stage 6**.

(260) Murrumbidgee Irrigation

The applicant shall obtain written unconditional consent from Murrumbidgee Irrigation for the proposed subdivision. Documentary evidence from Murrumbidgee Irrigation shall be submitted to Council **prior to the issue of a Subdivision Certificate for Stage 6**.

(261) Works As Executed (WAE) Drawings

Works As Executed plans for approved civil works are to be submitted to Council upon completion of the development **prior to the issue of a Subdivision Certificate for Stage 6**. Works As Executed plans are to be in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards*.

(262) Maintenance bond

A Bond Application and a monetary bond is to be submitted to Council to provide a twelve (12) month maintenance period for civil works relating to Council's infrastructure. It is the applicant's responsibility to notify the relevant departments regarding the commencement and finish of the maintenance period and adequate arrangements are to be made regarding any relevant inspections required.

A five percent (5%) bond of the total cost of works is to be submitted to Council for the

works that need maintenance **prior to the issue of a Subdivision Certificate for Stage 6.**

(263) Road Construction

Clifton Boulevard is to be widened for the length detailed on the Stage 6 Sector A Development Plan, to the following specifications:

- a. 33 m wide road reserve,
- b. Consisting of 7m carriageway, 5m centre median, 7m carriageway,
- c. With a minimum 4.5 wide verge on either side.

Prior to the issue of a Subdivision Certificate for Stage 7, works are to be completed in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards* and *Austrroads Guide to Road Design*. The surface of the road is required to be constructed to consist of a primer seal with a minimum 40mm Asphaltic Concrete (AC).

(264) Kerb and Gutter

Prior to the issue of a Subdivision Certificate for Stage 6, kerb and gutter is to be constructed along the eastern side of Clifton Boulevard for the length detailed on the Stage 6 Sector A Development Plan. All works are to be completed in accordance with Council's *Engineering Guidelines for Subdivisions and Development Standards*.

(265) Line Marking

Prior to the issue of a Subdivision Certificate for Stage 6, Clifton Boulevard is to be appropriately delineated (linemarking, etc) in accordance with Australian Standard 1742 and the Roads and Maritime Services QA Specifications for signposting and line marking.

(266) Street Lighting

The installation of street lighting along Clifton Boulevard is to be in accordance with *Austrroads Guide to Road Design*, Australian Standard 1158 and any prescribed requirement of Essential Energy for the length detailed on the Stage 6 Sector A Development Plan. Street lights are to be installed in accordance with the approved design, **prior to the issue of a Subdivision Certificate for Stage 6.** Written approval is to be submitted to Council from Essential Energy to ensure that all works have been completed to their satisfaction.

(267) Stormwater Drainage

Prior to the issue of a Subdivision Certificate for Stage 6 the proposed stormwater drainage system is to be connected to the Clifton Boulevard drainage channel and constructed in accordance with the *Collina Growth Area Development Control Plan 2016* (CGA-DCP), SMEC's *Collina Drainage Modelling and Design Report 2017*, Council's *Engineering Guidelines - Subdivisions and Development Standards* and Council's *Stormwater Drainage and Disposal Policy* (CS-CP-310).

(268) Extension of Council's Sewer Main

Prior to the issue of a Subdivision Certificate for Stage 6, Council's gravity sewer system is to be extended to service the proposed subdivision. The sewer system for Stage 6 is to be connected to Council's sewerage pumping station located on Lot 3 DP 1245637.

All works are to be completed in accordance with the standards prescribed in Council's *Engineering Guidelines- Subdivisions and Development Standards* and the Water Services

Association of Australia - *Gravity Sewerage Code of Australia WSA 02—2014*.

(269) Easement for Sewer

Prior to the issue of the Subdivision Certificate for Stage 6 a three (3) metre easement shall be established over Council's sewer infrastructure pursuant to Section 88B of the *Conveyancing Act* for the drainage of sewage. Matters to be addressed in the instrument should include the width and location of the easement.

(270) Extension of Council's Potable Water Main

Prior to the issue of a Subdivision Certificate for Stage 6, Council's reticulated potable water system is to be extended to service the proposed subdivision as outlined in Council's *Collina Growth Area Development Control Plan*.

All works are to be completed in accordance with Council's *Engineering Guidelines - Subdivisions and Development Standards*, and the Water Services Association of Australia – *Water Supply Code of Australia (WSA 03—2011)*.

(271) Separate Water Services

Prior to the issue of a Subdivision Certificate for Stage 6, the developer is to provide a separate water service to each of the proposed allotments. Installation and location of the water services are to be in accordance with Council's *Engineering Guidelines - Subdivisions and Development Standards* and the Water Services Association of Australia – *Water Supply Code of Australia (WSA 03—2011)*.

(272) Easement for Services

Prior to the issue of the Subdivision Certificate for Stage 6 easements shall be established pursuant to Section 88B of the *Conveyancing Act 1919* where services cross property boundaries. The location and widths of the easements are to be specified in the instrument for the purpose of protecting and identifying the services.

(273) **Prior to the issue of the Subdivision Certificate for Stage 6**, a Restriction on the Use of Land pertaining to Lots A1 shall be established pursuant to Section 88B of the *Conveyancing Act 1919*, that there shall be no building or other structures constructed within the existing Easement to Drain Sewage 5m wide (DP 1001586) and the existing Easement for Electrical Purposes (DP 1083637) adjacent to the northern boundary of these lots.

(274) **Prior to the issue of the Subdivision Certificate for Stage 6**, a Restriction on the Use of Land pertaining to Lots A1 shall be established pursuant to Section 88B of the *Conveyancing Act 1919*, that any new building or structure within the proximity of the existing Easement to Drain Sewage 5m wide (DP 1001586) must be built in accordance with Griffith City Council's Policy - Buildings – Construction Near Water & Sewerage Assets (CS-CP- 316).

(275) **Prior to the issue of a Subdivision Certificate for Stage 6**, landscaping (street trees) and associated irrigation are to be installed to Council's satisfaction in accordance with the approved landscaping plan for Stage 6. The street trees shall be installed in accordance with Council's *Tree Policy (PG-CP-402)* and Council's *Engineering Guidelines – Subdivisions and Development Standards*. The street trees are to be connected to an irrigation system to be approved by Council and are to be maintained by the developer for 12 months.

On-Going Requirements

The following conditions or requirements must be complied with at all times, throughout the use and operation of the development.

(276) Manholes to be kept free of obstruction

All sewer manholes are to be kept free of obstruction so that they are readily accessible for maintenance purposes.

STAGE 7 – SECTOR G

Prior to the issue of a Construction Certificate for Subdivision Works

Prior to commencing subdivision works you will need a Construction Certificate for Subdivision Works issued by Council. Before this certificate can be issued, compliance with the following conditions is to be demonstrated.

(277) Payment of Inspections

The applicant is required to pay for all inspections carried out by Council's Engineers. Payment must be paid for fifteen (15) inspections as per Council's current Revenue Policy **prior to the issue of a Construction Certificate for Subdivision Works for Stage 7**. Any adjustments to the total amount must be paid in full **prior to the issue of a Subdivision Certificate for Stage 7**.

(278) Road Construction

Citrus Road is to be widened for the length detailed on the Stage 7 Sector G Development Plan, to the following specifications:

- a. Collector Road (Ultimately 22m wide road reserve),
- b. 6.5m wide carriageway,
- c. A minimum 4.5 wide verge with kerb and gutter on the western side,
- d. A minimum 1m wide verge with kerb and toe on the eastern side.

Prior to the issue of a Construction Certificate for Subdivision Works for Stage 7, detailed engineering design drawings for the roadworks shall be submitted to Council for approval in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards* and *Austrroads Guide to Road Design*. Such plans shall include design and specifications for all proposed work as required for approval by Council. The surface of the road is required to be constructed to consist of a primer seal with a minimum 40mm Asphaltic Concrete (AC).

(279) Road Construction

Road 8 is to be constructed to comply with the Local Access specifications outlined in Council's *Engineering Guidelines – Subdivisions and Development Standards* for the length detailed on the Stage 7 Sector G Development Plan. **Prior to the issue of a Construction Certificate for Subdivision Works for Stage 7**, detailed engineering design drawings for the roadworks shall be submitted to Council for approval in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards* and *Austrroads Guide to Road Design*. Such plans shall include design and specifications for all proposed work as required for approval by Council. The surface of the road is required to be constructed to consist of a primer seal with a minimum 40mm Asphaltic Concrete (AC).

(280) Intersection Treatment

As a minimum, the intersection of Citrus Road and Road 8 is to be designed as a T-Intersection. The intersection is required to incorporate a raised centre median to separate traffic on Road 8 and provide refuge for pedestrians and cyclists crossing Road 8. Appropriate road tapers are required accommodate the largest sized vehicle likely to access the proposed subdivision.

Prior to the issue of a Construction Certificate for Subdivision Works for Stage 7, detailed design drawings for the intersection are to be submitted to Council for approval. Design of the intersection and the raised centre median is to be in accordance with Austroads *Guide to Road Design* as amended by the supplements adopted by Roads and Maritime Services for the prevailing speed limit.

(281) Kerb and Gutter Construction

Nominal 150mm high integral kerb & guttering is to be constructed along both sides of Road 8 for the length detailed on the Stage 7 Sector G Development Plan. Detailed engineering design drawings for the kerb and gutter and associated works shall be submitted to Council for approval **prior to the issue of a Construction Certificate for Subdivision Works for Stage 7**. Design plans are to comply with Council's *Engineering Guidelines for Subdivisions and Development Standards*.

(282) Shared Path

Prior to the issue of a Construction Certificate for Subdivision Works for Stage 7, the applicant shall submit detailed design plans for a 2.5-metre-wide, concrete shared path to be constructed along the western side of Citrus Road for the length detailed on the Stage 7 Sector G Development Plan. Shared path construction is to include appropriate infrastructure to ensure safe movements are available for pedestrians crossing the road. Detailed design drawings are to comply with Council's *Engineering Guidelines – Subdivisions and Development Standards* and Council's *Pedestrian and Bicycle Strategy – May 2018*.

(283) Street Lighting

Provision is to be made for the installation of street lighting along Citrus Road and Road 8 in accordance with Austroads *Guide to Road Design*, Australian Standard 1158 and any prescribed requirement of Essential Energy for the length detailed on the Stage 7 Sector G Development Plan. Details shall be submitted to Council for approval, **prior to the issue of a Construction Certificate for Subdivision Works for Stage 7**. Lighting drawings are to be prepared by a suitably qualified lighting designer/consultant.

(284) Stormwater Drainage

Stormwater runoff for Stage 7 is to be discharged into the drainage channel located on the eastern side of Citrus Road. Stormwater runoff shall not be permitted to flow over the property boundaries onto the adjoining properties.

Detailed design drawings and hydraulic calculations for the proposed drainage design are to be submitted to Council for approval in accordance with the *Collina Growth Area Development Control Plan 2016 (CGA-DCP)*, SMEC's *Collina Drainage Modelling and Design Report 2017*, Council's *Engineering Guidelines - Subdivisions and Development Standards* and Council's *Stormwater Drainage and Disposal Policy (CS-CP-310)* **prior to**

the issue of a Construction Certificate for Subdivision Works for Stage 7.

(285) Extension of Council's Sewer Main

Council's gravity sewer system is to be extended to service the proposed subdivision. The sewer system for Stage 7 is to be designed to be connected to Council's sewerage pumping station located on Lot 3 DP 1245637.

The design for pipelines, as well as manholes and other associated components normally associated with sewerage main installations are to be in accordance with the standards prescribed in Council's *Engineering Guidelines- Subdivisions and Development Standards* and the Water Services Association of Australia - *Gravity Sewerage Code of Australia WSA 02—2014*. Details and designs are to be submitted to Council for approval **prior to the issue of Construction Certificate for Subdivision Works for Stage 7**

(286) Extension of Council's Potable Water Main

Council's reticulated potable water system is to be extended to service the proposed subdivision. The layout of water main infrastructure for the development is to be in accordance with Council's *Collina Growth Area Development Control Plan*.

The design of all new mains and other associated components normally associated with water main installations are to conform to the standards prescribed in *Council's Engineering Guidelines - Subdivisions and Development Standards*, the Water Services Association of Australia – *Water Supply Code of Australia (WSA 03—2011)* and the *GHD Collina Masterplan 2003*. Details and designs are to be submitted to Council for approval **prior to the issue of a Construction Certificate for Subdivision Works for Stage 7.**

(287) Tile Drainage System

If tile drainage exists then appropriate treatment is required to obviate the collection of underground waters in unwanted places.

Documentation shall be submitted to Council **prior to the issue of a Construction Certificate for Subdivision Works for Stage 7** confirming Murrumbidgee Irrigation's requirements for the existing tile drainage system to either remain or be removed.

Should Murrumbidgee Irrigation require the tile drainage system to remain, an easement shall be created in accordance with Section 88B of the Conveyancing Act over all existing tile drainage lines. Matters to be addressed in the instrument shall include the width and location of the easement.

Should Murrumbidgee Irrigation require the tile drainage system to be made redundant, the tile drainage shall be either removed or disconnected to the satisfaction of Murrumbidgee Irrigation and Council.

Details of the work to be carried out on the existing tile drainage system shall be submitted to Council for approval **prior to the issue of a Construction Certificate for Subdivision Works for Stage 7.**

(288) Erosion and Sediment Control

Control measures are to be utilised to prevent soil erosion and silt entering the drainage systems. **Prior to the issue of a Construction Certificate for Subdivision Works for**

Stage 7 details of the proposed measures utilising the principles outlined in following document, *Soils and Construction – Managing Urban Stormwater by Landcom (Blue Book)*, are to be submitted for Council approval.

- (289) **Prior to the issue of a Construction Certificate for Subdivision Works for Stage 7**, a landscaping plan is to be submitted to Council for Stage 7 of the development. The landscaping plan is to specify that the street trees shall be installed in accordance with Council's Tree Policy (PG-CP-402) and Council's Engineering Guidelines – Subdivision and Development Standards. The street trees are to be connected to an irrigation system to be approved by Council and are to be maintained by the developer for 12 months after planting.

Prior to Commencement of Works

The following conditions need to be met prior to the commencement of works. The necessary documentation and information must be provided to the Principal Certifying Authority (PCA), as applicable.

- (290) Construction Certificate for Subdivision Works

Prior to commencing construction of the approved development, it is necessary to obtain a Construction Certificate for Subdivision Works for the stormwater, potable water, sewerage, footpath and roadworks to be constructed. This Construction Certificate can only be issued by Council. An application form, complete with detailed plans and specifications, shall be submitted to Council for the approval.

The construction plans must be completed in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards*, relevant Australian Standards, Roads and Maritime Services specifications, the Austroads *Guide to Road Design*, the Griffith *Pedestrian & Bicycle Strategy*, the Water Services Association of Australia – *Water Supply Code of Australia (WSA 03—2011)*, the Water Services Association of Australia - *Gravity Sewerage Code of Australia (WSA 02—2014)*, and relevant authorities specifications.

- (291) Construction Management Plan (CMP)

Prior to the commencement of work, a Construction Management Plan is to be prepared by a suitably qualified professional detailing the proposed traffic control and traffic management arrangements to be implemented during the construction of the development. The Construction Management Plan is to be submitted to Council for approval and is to address, but not be limited to, the following:

- a. the management of traffic during construction;
- b. the management of loading and unloading of construction materials on site;
- c. material stockpiling/storage;
- d. identify parking for construction worker vehicles;
- e. dust mitigation measures; and
- f. complaint management and contingency measures.

- (292) Application for works on Council's sewer main

Application is to be made to Council's Water and Sewer Department by the appointed licensed plumber **prior to the commencement of work** on Council's sewer main.

(293) Traffic Control Plan (TCP)

A traffic control plan is to be submitted to Council satisfying the provisions of Australian Standard 1742.3, for acceptance **prior to the commencement of work within Council's road reserve**. Strict compliance to the traffic control plan is to be maintained throughout the duration of the construction work.

During Construction

The following conditions of consent must be complied with at all times during the demolition, excavation and construction of the development.

(294) Damage to Council property

If any damage is occasioned to Council property during construction of Stage 7, the cost of repairs will be recoverable. It is therefore requested that any damage which is obvious before works commence be immediately notified to Council to avoid later conflict.

(295) Sedimentation and Erosion Controls

The approved erosion and sediment control measures shall be implemented and maintained for the duration of construction.

(296) Construction Management Plan (CMP)

The construction and traffic management measures specified in the approved Construction Management Plan shall be implemented for duration of construction.

(297) Inspection of Works

All civil construction works for Stage 7 shall be inspected by Council Officers or Council Nominee during normal office hours as specified in Council's *Engineering Guidelines - Subdivisions and Development Standards (Part 1 - Section 4)*. All requests for inspection are to be made to Council's Customer Service Department.

Apart from these inspections various tests are to be conducted in conjunction with the works. Test guidelines and type of tests required are identified in Council's *Engineering Guidelines - Subdivisions and Development Standards*.

(298) Effective dust/noise/erosion control measures are to be maintained during construction of Stage 7 of the development to maintain public safety/amenity.

Prior to the issue of the Subdivision Certificate

Before Council will release the subdivision plan, you will need to demonstrate compliance with the following conditions. The necessary documentation and information must be provided to the Principal Certifying Authority (PCA), as applicable.

(299) Approval of Civil Works

All works specified on the approved Construction Certificate drawings for Stage 7 are to be completed in accordance with *Council's Engineering Guidelines - Subdivisions and Development Standards* (and other authorities specifications outlined within this Development Application) and approved by Council **prior to the issue of a Subdivision**

Certificate for Stage 7.

(300) Murrumbidgee Irrigation

The applicant shall obtain written unconditional consent from Murrumbidgee Irrigation for the proposed subdivision. Documentary evidence from Murrumbidgee Irrigation shall be submitted to Council **prior to the issue of a Subdivision Certificate for Stage 7.**

(301) Works As Executed (WAE) Drawings

Works As Executed plans for approved civil works are to be submitted to Council upon completion of the development **prior to the issue of a Subdivision Certificate for Stage 7.** Works As Executed plans are to be in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards.*

(302) Maintenance Bond

A Bond Application and a monetary bond is to be submitted to Council to provide a twelve (12) month maintenance period for civil works relating to Council's infrastructure. It is the applicant's responsibility to notify the relevant departments regarding the commencement and finish of the maintenance period and adequate arrangements are to be made regarding any relevant inspections required.

A five percent (5%) bond of the total cost of works is to be submitted to Council for the works that need maintenance **prior to the issue of a Subdivision Certificate for Stage 7.**

(303) Road Construction

Citrus Road is to be widened for the full frontage of the Stage 7 Sector G Development Plan, to the following specifications:

- a. Collector Road (Ultimately 22m wide road reserve),
- b. 6.5m wide carriageway,
- c. A minimum 4.5 wide verge with kerb and gutter on the western side,
- d. A minimum 1m wide verge with kerb and toe on the eastern side.

Prior to the issue of a Subdivision Certificate for Stage 7, works are to be completed in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards* and Austroads *Guide to Road Design*. The surface of the road is required to be constructed to consist of a primer seal with a minimum 40mm Asphaltic Concrete (AC).

(304) Road Construction

Prior to the issue of a Subdivision Certificate for Stage 7, Road 8 is to be constructed to comply with the Local Access specifications outlined in Council's *Engineering Guidelines – Subdivisions and Development Standards* for the length detailed on the Stage 7 Sector G Development Plan. The surface of the road is required to be constructed to consist of a primer seal with a minimum 40mm Asphaltic Concrete (AC).

(305) Intersection Treatment

Prior to the issue of a Subdivision Certificate for Stage 7, the intersection of Citrus Road and Road 8 is to be constructed as a T- Intersection. The intersection is required to incorporate a raised centre median to separate traffic on Road 8 and provide refuge for pedestrians and cyclists crossing Road 8. Appropriate road tapers are required accommodate the largest sized vehicle likely to access the proposed subdivision.

All works are to be completed in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards* and *Austrroads Guide to Road Design* as amended by the supplements adopted by Roads and Maritime Services for the prevailing speed limit.

(306) Kerb and Gutter

Prior to the issue of a Subdivision Certificate for Stage 7, kerb and gutter is to be constructed along both sides of Road 8 for the length detailed on the Stage 7 Sector G Development Plan. All works are to be completed in accordance with Council's *Engineering Guidelines for Subdivisions and Development Standards*.

(307) Temporary Cul-de-sac for Dead End Roads

Prior to the issue of a Subdivision Certificate for Stage 7, temporary cul-de-sacs are to be constructed in accordance with Council's *Engineering Guidelines for Subdivisions and Development Standards* where the road constructed as part of Stage 7 terminates at a dead-end.

The temporary cul-de-sacs are to be constructed with a minimum 200mm thick road building gravel and bi-directional signage is to be installed.

(308) Shared Path

Prior to the issue of a Construction Certificate for Subdivision Works for Stage 7, a 2.5-metre-wide, concrete shared path is to be constructed along the western side of Citrus Road for the length detailed on the Stage 7 Sector G Development Plan. Shared path construction is to include appropriate infrastructure to ensure safe movements are available for pedestrians crossing the road. All works are to be completed in accordance with Council's *Engineering Guidelines – Subdivisions and Development Standards* and Council's *Pedestrian and Bicycle Strategy – May 2018*.

(309) Line Marking

Prior to the issue of a Subdivision Certificate for Stage 7, Citrus Road and Road 8 are to be appropriately delineated (linemarking, etc) in accordance with Australian Standard 1742 and the Roads and Maritime Services QA Specifications for signposting and line marking.

(310) Street Lighting

The installation of street lighting along Citrus Road and Road 8 is to be in accordance with *Austrroads Guide to Road Design*, Australian Standard 1158 and any prescribed requirement of Essential Energy for the length detailed on the Stage 7 Sector G Development Plan. Street lights are to be installed in accordance with the approved design, **prior to the issue of a Subdivision Certificate for Stage 7**. Written approval is to be submitted to Council from Essential Energy to ensure that all works have been completed to their satisfaction.

(311) Street Nameplates

Street nameplates are to be provided to the proposed public roads to the colour arrangement as adopted by Council and the standard as prescribed by *Council's Engineering Guidelines – Subdivisions and Development Standards*. Council approval of

street names are to be obtained prior to the issue of a Subdivision Certificate for Stage 7.

(312) Stormwater Drainage

Stormwater runoff for Stage 7 is to be discharged into the drainage channel located on the eastern side of Citrus Road. Stormwater runoff shall not be permitted to flow over the property boundaries onto the adjoining properties.

Prior to the issue of a Subdivision Certificate for Stage 7, the proposed stormwater drainage system is to be connected to the Citrus Road drainage channel and constructed in accordance with the *Collina Growth Area Development Control Plan 2016 (CGA-DCP)*, SMEC's *Collina Drainage Modelling and Design Report 2017*, Council's *Engineering Guidelines - Subdivisions and Development Standards* and Council's *Stormwater Drainage and Disposal Policy (CS-CP-310)*.

(313) Extension of Council's Sewer Main

Prior to the issue of a Subdivision Certificate for Stage 7, Council's gravity sewer system is to be extended to service the proposed subdivision. The sewer system for Stage 7 is to be connected to Council's sewerage pumping station located on Lot 3 DP 1245637.

All works are to be completed in accordance with the standards prescribed in Council's *Engineering Guidelines- Subdivisions and Development Standards* and the Water Services Association of Australia - *Gravity Sewerage Code of Australia WSA 02—2014*.

(314) Easement for Sewer

Prior to the issue of the Subdivision Certificate for Stage 7 a three (3) metre easement shall be established over Council's sewer infrastructure pursuant to Section 88B of the *Conveyancing Act* for the drainage of sewage. Matters to be addressed in the instrument should include the width and location of the easement.

(315) Extension of Council's Potable Water Main

Prior to the issue of a Subdivision Certificate for Stage 7, Council's reticulated potable water system is to be extended to service the proposed subdivision as outlined in Council's *Collina Growth Area Development Control Plan*.

All works are to be completed in accordance with Council's *Engineering Guidelines - Subdivisions and Development Standards*, and the Water Services Association of Australia – *Water Supply Code of Australia (WSA 03—2011)*.

(316) Separate Water Services

Prior to the issue of a Subdivision Certificate for Stage 7, the developer is to provide a separate water service to each of the proposed allotments. Installation and location of the water services are to be in accordance with Council's *Engineering Guidelines - Subdivisions and Development Standards* and the Water Services Association of Australia – *Water Supply Code of Australia (WSA 03—2011)*.

(317) Easement for Services

Prior to the issue of the Subdivision Certificate for Stage 7, easements shall be established pursuant to Section 88B of the *Conveyancing Act 1919* where services cross

property boundaries. The location and widths of the easements are to be specified in the instrument for the purpose of protecting and identifying the services.

- (318) **Prior to the issue of the Subdivision Certificate for Stage 7**, a Restriction on the Use of Land pertaining to Lots G1 and G16 (renumbered: G13) shall be established pursuant to Section 88B of the *Conveyancing Act 1919*, that there shall be no building or other structures constructed within the existing Easement to Drain Sewage 5m wide (DP 1001586) and the existing Easement for Electrical Purposes (DP 1083637) adjacent to the northern boundary of these lots.
- (319) **Prior to the issue of the Subdivision Certificate for Stage 7**, a Restriction on the Use of Land pertaining to Lots G1 and G16 (renumbered: G13) shall be established pursuant to Section 88B of the *Conveyancing Act 1919*, that any new building or structure within the proximity of the existing Easement to Drain Sewage 5m wide (DP 1001586) must be built in accordance with Griffith City Council's Policy - Buildings – Construction Near Water & Sewerage Assets (CS-CP- 316).
- (320) **Prior to the issue of a Subdivision Certificate for Stage 7**, landscaping (street trees) and associated irrigation are to be installed to Council's satisfaction in accordance with the approved landscaping plan for Stage 7. The street trees shall be installed in accordance with Council's *Tree Policy (PG-CP-402)* and Council's *Engineering Guidelines – Subdivisions and Development Standards*. The street trees are to be connected to an irrigation system to be approved by Council and are to be maintained by the developer for 12 months.

On-Going Requirements

The following conditions or requirements must be complied with at all times, throughout the use and operation of the development.

- (321) Manholes to be kept free of obstruction

All sewer manholes are to be kept free of obstruction so that they are readily accessible for maintenance purposes.

Attachment C – Advisory Notes

The following information is provided for your assistance to ensure compliance with the *Environmental Planning & Assessment Act 1979*, *Environmental Planning & Assessment Regulation 2000*, or other relevant legislation and Council's policies. This information does not form part of the conditions of development consent pursuant to Section 4.16 of the Act.

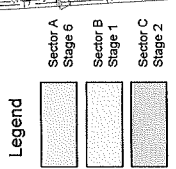
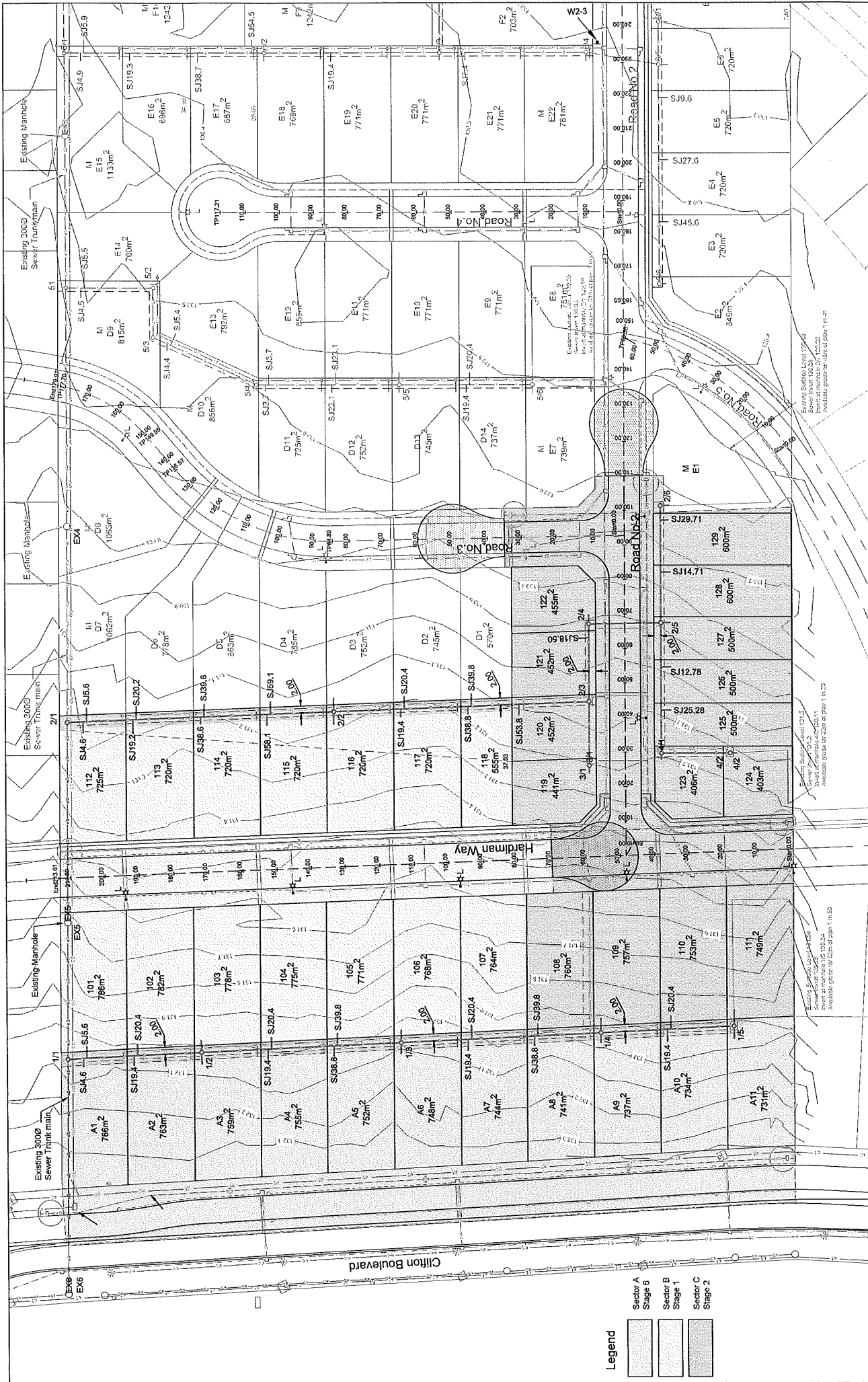
nil

Attachment D – Other Council Approvals and Consents

Section 68 Local Government Act 1993 Approvals

This consent includes the following approvals under Section 4.12 of the *Environmental Planning and Assessment Act 1979* and Section 68 of the *Local Government Act 1993*.

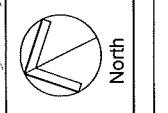
nil



Revision	Date	Drawn by	Checked by	Designed & app. verified by	Issue authorized	Issued by	Reason
5	26.09.2019	LVR	LVR	LVR	Issued		Issued for Sector A, B and C - For Construction
4	20.08.2019	LVR	LVR	LVR	Issued		Issued for Sector A, B and C - Construction Certificate
3	05.05.2019	LVR	LVR	LVR	Issued		Issued for Stage 1 Construction Certificate
2	17.12.2018	LVR	LVR	LVR	Issued		Issued for Development Application
1	22.09.2018	LVR	LVR	LVR	Issued		Approved as reason for issue

Client Residential Subdivision Lot 592 DP751743 Farm 10 Collina 695 Clifton Boulevard Griffith	Drawn by A1 1500, A3 1:1000 18W029	Checked by C42	Sheet 42 of 55
Project LRCE Lance Ryan Consulting Engineers Pty Ltd Level 10, 100 St Georges Road Sydney NSW 2000 Australia Phone: (61) 2 955 9291 Fax: (61) 2 955 9292 Email: info@lance-ryan.com.au			
Drawn by A1 SHEET			

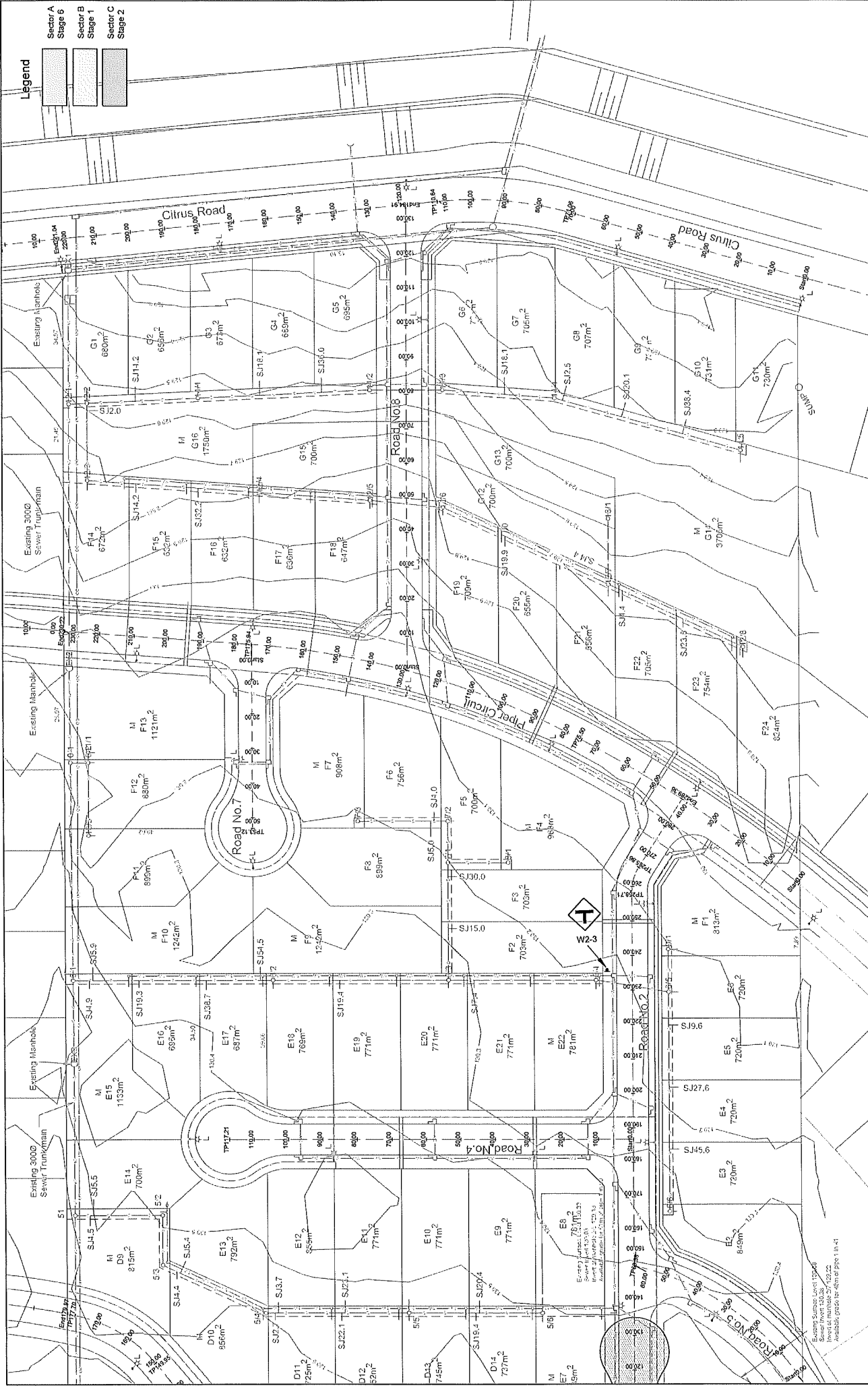
LRCE
Lance Ryan Consulting Engineers Pty Ltd
Level 10, 100 St Georges Road
Sydney NSW 2000 Australia
Phone: (61) 2 955 9291
Fax: (61) 2 955 9292
Email: info@lance-ryan.com.au



Copyright
The drawing remains the property of Lance Ryan Consulting Engineers Pty Ltd. It may be used for the purpose for which it was commissioned & in accordance with the terms of engagement for that commission. Unauthorised use of this drawing is prohibited.

Warning
This drawing is a subsided drawing. It is not to be used for construction purposes without the approval of the relevant authority. This drawing is not authorised for resale.

0	100mm	200mm	300mm
---	-------	-------	-------



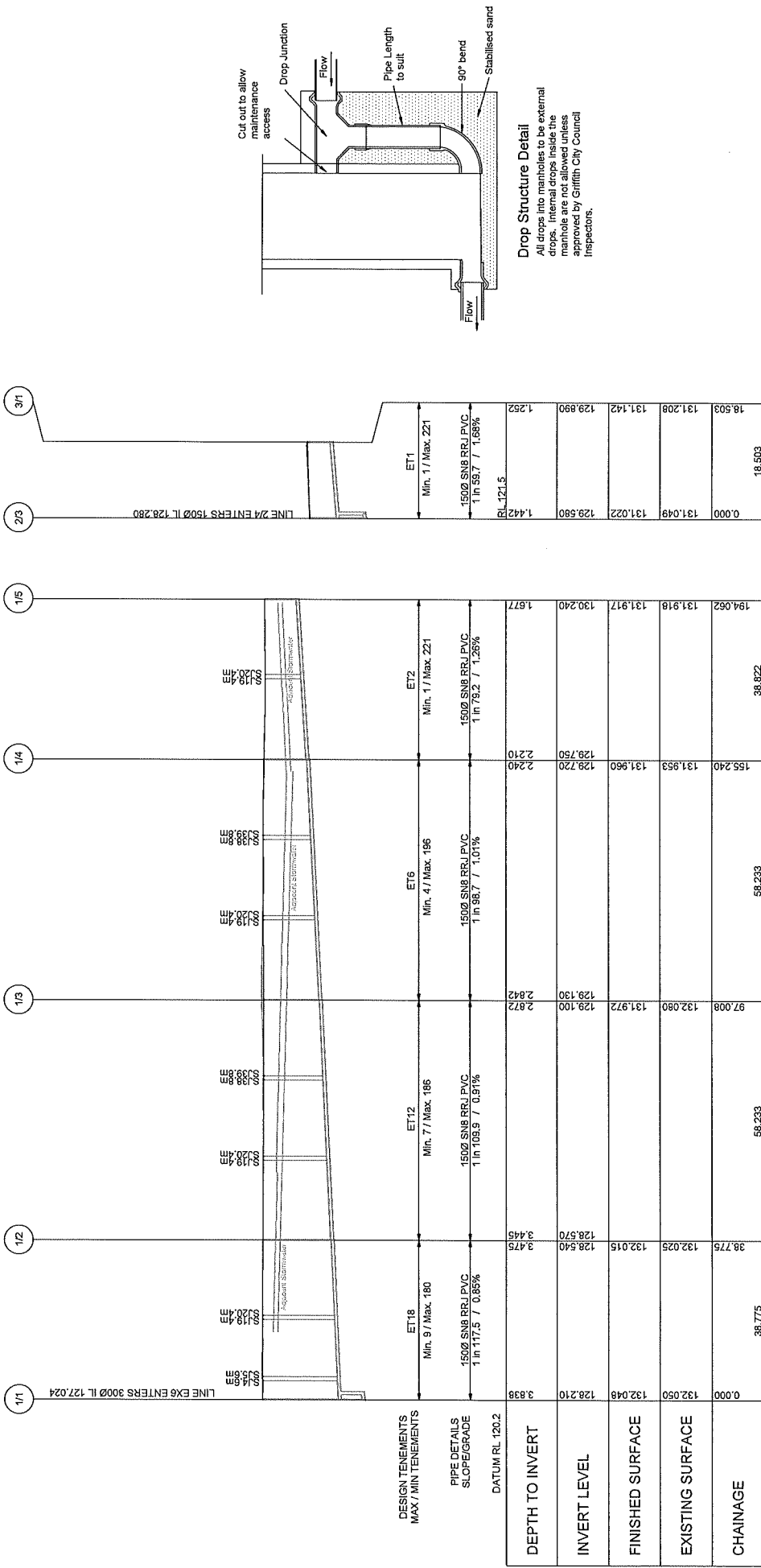
Revision		Issued for Development Application		Issued for Construction		Issued for Construction Certificate		Issued for Construction Certificate		Issued for Construction Certificate	
Revision	Issue date	Designed & checked by	Drawn	Issue submitted	Issue approved	Designed & checked by	Drawn	Issue submitted	Issue approved	Designed & checked by	Drawn
5											
4											
3											
2											
1											

<p>Copyright This drawing remains the property of Lanco Ryan Consulting Engineers Pty Ltd. It may be used for the purposes for which it was commissioned & in accordance with the terms of engagement, for that commission. Unauthorised use of this drawing is prohibited.</p> <p>Warning: This drawing is an unauthorised Lanco Ryan Consulting Engineers Pty Ltd. signature file. This drawing is not authorised for issue.</p>	<p>LRCE Lanco Ryan Consulting Engineers Pty Ltd Level 10, 150 George Street, Sydney NSW 2000 Phone: (61) 2 9233 3333 Fax: (61) 2 9233 3333 Email: info@lrce.com.au</p>	<p>Project Residential Subdivision Lot 592 DP751743 Farm 10 Collina 666 Clifton Boulevard Griffith</p>	<p>Drawing Title Sewer Plan - Sector A, B and C Sheet 2 of 2</p>
--	---	--	--

<p>Client JZ Management Pty Ltd Project Number 18W029</p>	<p>Scale A1 1:500, A3 1:1000 Sheet C43</p>	<p>Client Project No. 43 or 65</p>
---	--	--

Sewer Junctions

For Sewer Junction connection details refer drawing SEW-1107 attached at the end of the civil drawings



Line 3

Line 1

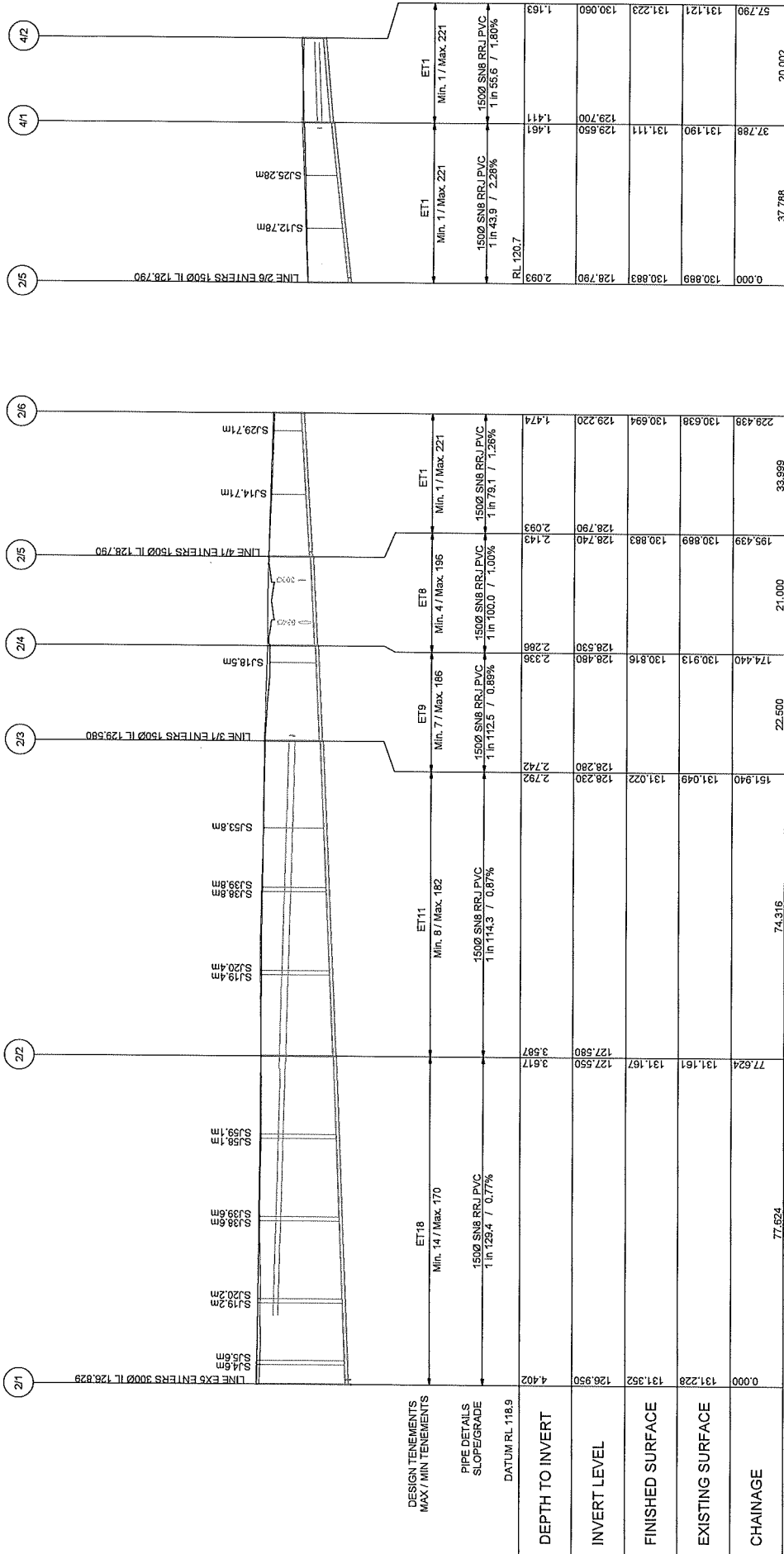
SCALES: HORIZONTAL 1:500 VERTICAL 1:100

Legend
 Proposed Sewer Line
 Adjacent Stormwater Line

DEPTH TO INVERT	INVERT LEVEL	FINISHED SURFACE	EXISTING SURFACE	CHAINAGE
1.677	130.240	131.917	131.918	18.503
2.210	129.750	131.960	131.953	131.049
2.842	129.130	131.972	132.080	131.022
3.475	128.500	132.015	132.025	129.580
4.108	127.870	132.050	132.075	129.000
4.741	127.240	132.085	132.100	131.422
5.374	126.610	132.120	132.125	131.049
6.007	125.980	132.155	132.150	129.580
6.640	125.350	132.190	132.185	129.000
7.273	124.720	132.225	132.210	128.500
7.906	124.090	132.260	132.240	128.000
8.539	123.460	132.295	132.270	127.500
9.172	122.830	132.330	132.300	127.000
9.805	122.200	132.365	132.330	126.500
10.438	121.570	132.400	132.360	126.000
11.071	120.940	132.435	132.390	125.500
11.704	120.310	132.470	132.420	125.000
12.337	119.680	132.505	132.450	124.500
12.970	119.050	132.540	132.480	124.000
13.603	118.420	132.575	132.510	123.500
14.236	117.790	132.610	132.540	123.000
14.869	117.160	132.645	132.570	122.500
15.502	116.530	132.680	132.600	122.000
16.135	115.900	132.715	132.630	121.500
16.768	115.270	132.750	132.660	121.000
17.401	114.640	132.785	132.690	120.500
18.034	114.010	132.820	132.720	120.000
18.667	113.380	132.855	132.750	119.500
19.300	112.750	132.890	132.780	119.000
19.933	112.120	132.925	132.810	118.500
20.566	111.490	132.960	132.840	118.000
21.199	110.860	133.000	132.870	117.500
21.832	110.230	133.040	132.900	117.000
22.465	109.600	133.080	132.930	116.500
23.098	108.970	133.120	132.960	116.000
23.731	108.340	133.160	132.990	115.500
24.364	107.710	133.200	133.020	115.000
24.997	107.080	133.240	133.050	114.500
25.630	106.450	133.280	133.080	114.000
26.263	105.820	133.320	133.110	113.500
26.896	105.190	133.360	133.140	113.000
27.529	104.560	133.400	133.170	112.500
28.162	103.930	133.440	133.200	112.000
28.795	103.300	133.480	133.230	111.500
29.428	102.670	133.520	133.260	111.000
30.061	102.040	133.560	133.290	110.500
30.694	101.410	133.600	133.320	110.000
31.327	100.780	133.640	133.350	109.500
31.960	100.150	133.680	133.380	109.000
32.593	99.520	133.720	133.410	108.500
33.226	98.890	133.760	133.440	108.000
33.859	98.260	133.800	133.470	107.500
34.492	97.630	133.840	133.500	107.000
35.125	97.000	133.880	133.530	106.500
35.758	96.370	133.920	133.560	106.000
36.391	95.740	133.960	133.590	105.500
37.024	95.110	134.000	133.620	105.000
37.657	94.480	134.040	133.650	104.500
38.290	93.850	134.080	133.680	104.000
38.923	93.220	134.120	133.710	103.500
39.556	92.590	134.160	133.740	103.000
40.189	91.960	134.200	133.770	102.500
40.822	91.330	134.240	133.800	102.000
41.455	90.700	134.280	133.830	101.500
42.088	90.070	134.320	133.860	101.000
42.721	89.440	134.360	133.890	100.500
43.354	88.810	134.400	133.920	100.000
43.987	88.180	134.440	133.950	99.500
44.620	87.550	134.480	133.980	99.000
45.253	86.920	134.520	134.010	98.500
45.886	86.290	134.560	134.040	98.000
46.519	85.660	134.600	134.070	97.500
47.152	85.030	134.640	134.100	97.000
47.785	84.400	134.680	134.130	96.500
48.418	83.770	134.720	134.160	96.000
49.051	83.140	134.760	134.190	95.500
49.684	82.510	134.800	134.220	95.000
50.317	81.880	134.840	134.250	94.500
50.950	81.250	134.880	134.280	94.000
51.583	80.620	134.920	134.310	93.500
52.216	79.990	134.960	134.340	93.000
52.849	79.360	135.000	134.370	92.500
53.482	78.730	135.040	134.400	92.000
54.115	78.100	135.080	134.430	91.500
54.748	77.470	135.120	134.460	91.000
55.381	76.840	135.160	134.490	90.500
56.014	76.210	135.200	134.520	90.000
56.647	75.580	135.240	134.550	89.500
57.280	74.950	135.280	134.580	89.000
57.913	74.320	135.320	134.610	88.500
58.546	73.690	135.360	134.640	88.000
59.179	73.060	135.400	134.670	87.500
59.812	72.430	135.440	134.700	87.000
60.445	71.800	135.480	134.730	86.500
61.078	71.170	135.520	134.760	86.000
61.711	70.540	135.560	134.790	85.500
62.344	69.910	135.600	134.820	85.000
62.977	69.280	135.640	134.850	84.500
63.610	68.650	135.680	134.880	84.000
64.243	68.020	135.720	134.910	83.500
64.876	67.390	135.760	134.940	83.000
65.509	66.760	135.800	134.970	82.500
66.142	66.130	135.840	135.000	82.000
66.775	65.500	135.880	135.030	81.500
67.408	64.870	135.920	135.060	81.000
68.041	64.240	135.960	135.090	80.500
68.674	63.610	136.000	135.120	80.000
69.307	62.980	136.040	135.150	79.500
69.940	62.350	136.080	135.180	79.000
70.573	61.720	136.120	135.210	78.500
71.206	61.090	136.160	135.240	78.000
71.839	60.460	136.200	135.270	77.500
72.472	59.830	136.240	135.300	77.000
73.105	59.200	136.280	135.330	76.500
73.738	58.570	136.320	135.360	76.000
74.371	57.940	136.360	135.390	75.500
75.004	57.310	136.400	135.420	75.000
75.637	56.680	136.440	135.450	74.500
76.270	56.050	136.480	135.480	74.000
76.903	55.420	136.520	135.510	73.500
77.536	54.790	136.560	135.540	73.000
78.169	54.160	136.600	135.570	72.500
78.802	53.530	136.640	135.600	72.000
79.435	52.900	136.680	135.630	71.500
80.068	52.270	136.720	135.660	71.000
80.701	51.640	136.760	135.690	70.500
81.334	51.010	136.800	135.720	70.000
81.967	50.380	136.840	135.750	69.500
82.600	49.750	136.880	135.780	69.000
83.233	49.120	136.920	135.810	68.500
83.866	48.490	136.960	135.840	68.000
84.499	47.860	137.000	135.870	67.500
85.132	47.230	137.040	135.900	67.000
85.765	46.600	137.080	135.930	66.500
86.398	45.970	137.120	135.960	66.000
87.031	45.340	137.160	135.990	65.500
87.664	44.710	137.200	136.020	65.000
88.297	44.080	137.240	136.050	64.500
88.930	43.450	137.280	136.080	64.000
89.563	42.820	137.320	136.110	63.500
90.196	42.190	137.360	136.140	63.000
90.829	41.560	137.400	136.170	62.500
91.462	40.930	137.440	136.200	62.000
92.095	40.300	137.480	136.230	61.500
92.728	39.670	137.520	136.260	61.000
93.361	39.040	137.560	136.290	60.500
93.994	38.410	137.600	136.320	60.000
94.627	37.780	137.640	136.350	59.500
95.260	37.150	137.680	136.380	59.000
95.893	36.520	137.720	136.410	58.500
96.526	35.890	137.760	136.440	58.000
97.159	35.260	137.800	136.470	57.500
97.792	34.630	137.840	136.500	57.000
98.425	34.000	137.880	136.530	56.500
99.058	33.370	137.920	136.560	56.000
99.691	32.740	137.960	136.590	55.500
100.324	32.110	138.000	136.620	55.000
100.957	31.480	138.040	136.650	54.500
101.590	30.850	138.080	136.680	54.000
102.223	30.220	138.120	136.710	53.500
102.856	29.590	138.160	136.740	53.000
103.489	28.960	138.200	136.770	52.500
104.122	28.330	138.240	136.800	52.000
104.755	27.700	138.280	136.830	51.500
105.388	27.070	138.320	136.860	51.000
106.021	26.440	138.360	136.890	50.500
106.654	25.810	138.400	136.920	50.000
107.287	25.180	138.440	136.950	49.500
107.920	24.550	138.480	136.980	49.000
108.553				

Sewer Junctions

For Sewer Junction connection details refer drawing SEVA-1107 attached at the end of the civil drawings



Line 2
Line 4

Legend
 Proposed Sewer Line
 Adjacent Stormwater Line

SCALES: HORIZONTAL 1:500 VERTICAL 1:100

DEPTH TO INVERT	INVERT LEVEL	FINISHED SURFACE	EXISTING SURFACE	CHAINAGE
4.402	126.950	131.952	131.228	0.000
4.617	127.550	131.167	131.161	77.624
2.792	128.230	131.022	131.049	151.940
2.742	128.280	128.230	128.230	151.940
2.336	128.480	130.816	130.913	174.440
2.288	128.530	128.480	130.883	174.440
2.143	128.740	128.740	130.889	195.439
2.093	129.220	129.220	130.636	195.439
1.474	129.220	130.694	130.694	229.439
1.461	129.550	129.700	131.111	37.788
1.411	129.700	129.700	131.121	37.788
1.163	130.090	130.090	131.223	57.790
2.093	128.790	130.883	130.889	20.002
2.093	128.790	130.883	130.889	20.002

LRCE
 LANCE RYAN CONSULTING ENGINEERS PTY LTD
 1/111 COLLIERS AVENUE
 MOUNT KENNEDY QLD 4805
 AUSTRALIA
 Ph: 07 5500 1234
 Fax: 07 5500 1235
 Email: info@lrce.com.au

North

Project
 Residential Subdivision
 Lot 592 DP751743 Farm 10 Collina
 586 Clifton Boulevard Griffith

Client
 Z Management Pty Ltd

Drawn By
 H1:500, V1:100
 18/02/23

Client Project No.
 45 of 55

Sheet No.
 C-45

Revision
 6

Copyright
 This drawing remains the property of Lance Ryan Consulting Engineers Pty Ltd. It may only be used for the purpose for which it was commissioned & in accordance with the terms of engagements for that commission. Unauthorised use of this drawing is prohibited.

* Drawn Scale
 Warning: Users should not authorise Lance Ryan Consulting Engineers Pty. Ltd. signature at -1, this drawing is not authorised for issues.

Issue date: 18/02/23
 Issue number: 01
 Issued by: [Signature]
 Checked by: [Signature]
 X = Not certified

Approved for issue on behalf of the client
 [Signature]
 18/02/23

Approved for issue on behalf of the client
 [Signature]
 18/02/23

Approved for issue on behalf of the client
 [Signature]
 18/02/23

Approved for issue on behalf of the client
 [Signature]
 18/02/23

Approved for issue on behalf of the client
 [Signature]
 18/02/23

Approved for issue on behalf of the client
 [Signature]
 18/02/23