

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Nutrien Harcourts	Phone: 0427211697
co-agent		
vendor	Tracey Margaret Kirton 479 Parkesbourne Road, Parkesbourne, NSW 2580	
vendor's solicitor	Goulburn Conveyancing 78 Bradley Street, Goulburn NSW 2580	Phone: 0429 187 099 Email: dianne@goulburnconveyancing.co m.au Fax: Ref: DF:1900033
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	Mt Rae Road, Taralga, New South Wales Registered Plan: Lot 34, 48 & 189 DP 753058, Folio Identifier 34/753058, 48/753058 & 189/753058	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <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 type="checkbox"/> documents in the List of Documents as marked or as 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	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothesline	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$			(10% of the price, unless otherwise stated)
balance	\$			
contract date				(if not stated, the date this contract was made)

buyer's agent

_____ vendor	GST AMOUNT (optional) The price includes GST of: \$	_____ witness
_____ purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	_____ witness

Choices

Vendor 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):

Tax information (the parties promise this is correct as far as each party is aware)

Land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

GST-free because the sale is the supply of a going concern under section 38-325

GST-free because the sale is subdivided farmland or farm land supplied for farming under Subdivision 38-O

input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make a *GSTRW payment*
(GST residential withholding payment)

NO yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

List of Documents

General

- 1 property certificate for the land
- 2 plan of the land
- 3 unregistered plan of the land
- 4 plan of land to be subdivided
- 5 document that is to be lodged with a relevant plan
- 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- 7 additional information included in that certificate under section 10.7(5)
- 8 sewerage infrastructure location diagram (service location diagram)
- 9 sewer lines location diagram (sewerage service diagram)
- 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- 11 *planning agreement*
- 12 section 88G certificate (positive covenant)
- 13 survey report
- 14 building information certificate or building certificate given under *legislation*
- 15 lease (with every relevant memorandum or variation)
- 16 other document relevant to tenancies
- 17 licence benefiting the land
- 18 old system document
- 19 Crown purchase statement of account
- 20 building management statement
- 21 form of requisitions
- 22 *clearance certificate*
- 23 land tax certificate

Home Building Act 1989

- 24 insurance certificate
- 25 brochure or warning
- 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- 27 certificate of compliance
- 28 evidence of registration
- 29 relevant occupation certificate
- 30 certificate of non-compliance
- 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- 32 property certificate for strata common property
 - 33 plan creating strata common property
 - 34 strata by-laws
 - 35 strata development contract or statement
 - 36 strata management statement
 - 37 strata renewal proposal
 - 38 strata renewal plan
 - 39 leasehold strata - lease of lot and common property
 - 40 property certificate for neighbourhood property
 - 41 plan creating neighbourhood property
 - 42 neighbourhood development contract
 - 43 neighbourhood management statement
 - 44 property certificate for precinct property
 - 45 plan creating precinct property
 - 46 precinct development contract
 - 47 precinct management statement
 - 48 property certificate for community property
 - 49 plan creating community property
 - 50 community development contract
 - 51 community management statement
 - 52 document disclosing a change of by-laws
 - 53 document disclosing a change in a development or management contract or statement
 - 54 document disclosing a change in boundaries
 - 55 information certificate under Strata Schemes Management Act 2015
 - 56 information certificate under Community Land Management Act 1989
 - 57 disclosure statement - off the plan contract
 - 58 other document relevant to off the plan contract
- Other**
- 59

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:**

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	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
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If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **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;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *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 *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by 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*.

SPECIAL CONDITIONS

Conditions of sale of land by auction

If the property is, or is intended to be, sold at auction:

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer;
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
 2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce 'vendor bid'.
 3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned
-

residential property or rural land or the sale of such land by a seller as executor or administrator:

- (a) More than one vendor bid may be made to purchase interest of a co-owner;
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
-

SPECIAL CONDITIONS

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

BETWEEN Tracey Margaret Kirton of 579 Parkesbourne Road, Parkesbourne,
New South Wales (**Vendor**)

AND of (**Purchaser**)

1. Notice to complete

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

2. Death or incapacity

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

3. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

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

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

4. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

5. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

6. Smoke alarms

The property is vacant land.

7. Swimming pool

The property does not have a swimming pool.

8. Deposit bond

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

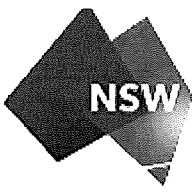
deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

9. Electronic Settlement

- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
- (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
- (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- (e) Settlement takes place when the financial settlement takes place.
- (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
- (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

-
- (a) The vendor does not warrant the carrying capacity of the property.
 - (b) The purchaser acquires the property with the fences, as they are whether on the correct boundary lines or not and whether give and take fences and in their present condition and state of repair. The vendor is under no obligation to fence or repair fencing before completion.
 - (c) The purchaser acquires the property subject to all roads traversing the property fenced or unfenced with gates and grids or otherwise subject to any road reservations enclosure permits or otherwise.
-

-
- (d) The purchaser will not make any objection, requisition or claim for compensation nor have any rights of rescission or termination due to the vendor not holding any licence from any responsible authority relating to the use and occupation of the property and its roads, rivers, water, crops, pests, diseases, fencing and other regulated farming activities.



FOLIO: 34/753058

SEARCH DATE	TIME	EDITION NO	DATE
23/6/2020	2:10 PM	4	1/12/2016

LAND

LOT 34 IN DEPOSITED PLAN 753058
LOCAL GOVERNMENT AREA UPPER LACHLAN SHIRE
PARISH OF TYRL TYRL COUNTY OF GEORGIANA
(FORMERLY KNOWN AS PORTION 34)
TITLE DIAGRAM CROWN PLAN 4713.1506

FIRST SCHEDULE

TRACEY MARGARET KIRTON (T AK880331)

SECOND SCHEDULE (1 NOTIFICATION)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000A

NOTATIONS

NOTE: THIS FOLIO MAY BE ASSOCIATED WITH A CROWN TENURE WHICH IS
SUBJECT TO PAYMENT OF AN ANNUAL RENT. FOR FURTHER DETAILS CONTACT
THE LOCAL CROWN LANDS OFFICE AT GOULBURN

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

98/3811

PLAN OF PORTION 34

County of Georgiana Parish of Tyrl Tyrl
 LAND DISTRICT OF GOULBURN LAND BOARD DISTRICT OF GOULBURN

Resumed Area No Pastoral Holding, Eastern Division.

Applied for under the 48th Section of the Crown Lands Act of 1884 by John McDonald

Cancel plan G3287 1506

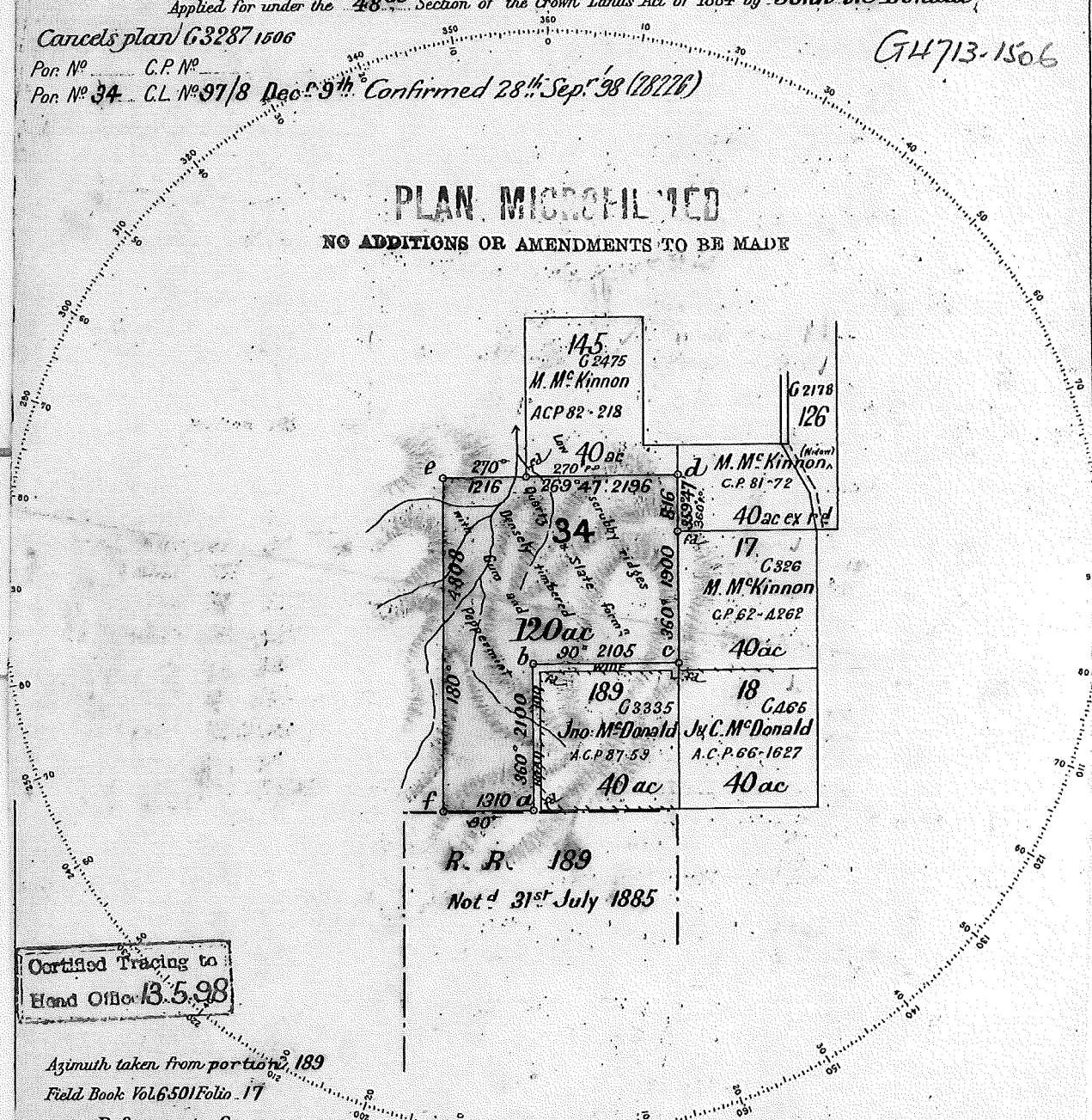
Por. No C.P. No

Por. No 34 C.L. No 97/8 Dec. 9th Confirmed 28th Sep. 98 (28220)

G4713-1506

PLAN MICROFILMED

NO ADDITIONS OR AMENDMENTS TO BE MADE



Certified Tracing to Hand Office 13.5.98

Azimuth taken from portion 189
 Field Book Vol. 6501 Folio 17

Reference to Corners

Corner	Bearing	From	Links	No. on Tree
a	275° 20'	Gum	52	34
b	228° 00'	Gum	55½	34
c	293° 00'	Gum	54	34
d	296° 00'	Gum	37½	34, 145
e	349° 40'	Gum	38	34
f	13° 00'	Pepp ^r	36	34

Value of Improvements nil

Reference to Traverse

Line	Bearing	Distance

I hereby certify that I in person made and on the 24th Feb. 1898 completed the survey represented on this plan and I declare that the survey has been executed in accordance with the regulations published for the guidance of licensed Surveyors and the practice of the Department of Lands.

4713-1506

Isaac Licensed Surveyor

Transmitted to the District Surveyor with my letter of 14th April. No 98/28

Voucher No 2813 Passed for £10-10-3899 15/10/1898

Calculation Book No 1589 Folio 45

Checked and Charted David Paterson 30th May 1898

Examined P. J. Dowling 9th May 1898

Plan approved 9th May 1898

G4713-1506

Scale 20 Chains to an Inch.



FOLIO: 48/753058

SEARCH DATE	TIME	EDITION NO	DATE
23/6/2020	2:10 PM	1	29/5/2017

LAND

LOT 48 IN DEPOSITED PLAN 753058
LOCAL GOVERNMENT AREA UPPER LACHLAN SHIRE
PARISH OF TYRL TYRL COUNTY OF GEORGIANA
(FORMERLY KNOWN AS PORTION 48)
TITLE DIAGRAM CROWN PLAN 5328.1506

FIRST SCHEDULE

TRACEY MARGARET KIRTON (T AK880331)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 LAND EXCLUDES THE ROAD(S) SHOWN IN THE TITLE DIAGRAM

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

5311

Within area set apart for ACP 10 per AC, CL, AHS on ASL (3/4) No 6 March 07

CROOKWELL, STATE

PLAN OF PORTION 48

County of Georgiana Parish of Tyr. Tyr.
 Land District of Goulburn Land Board District of Goulburn.
 Resumed Area N. Crookwell, Gaz. 26.6.42 Pastoral Holding Eastern Division.

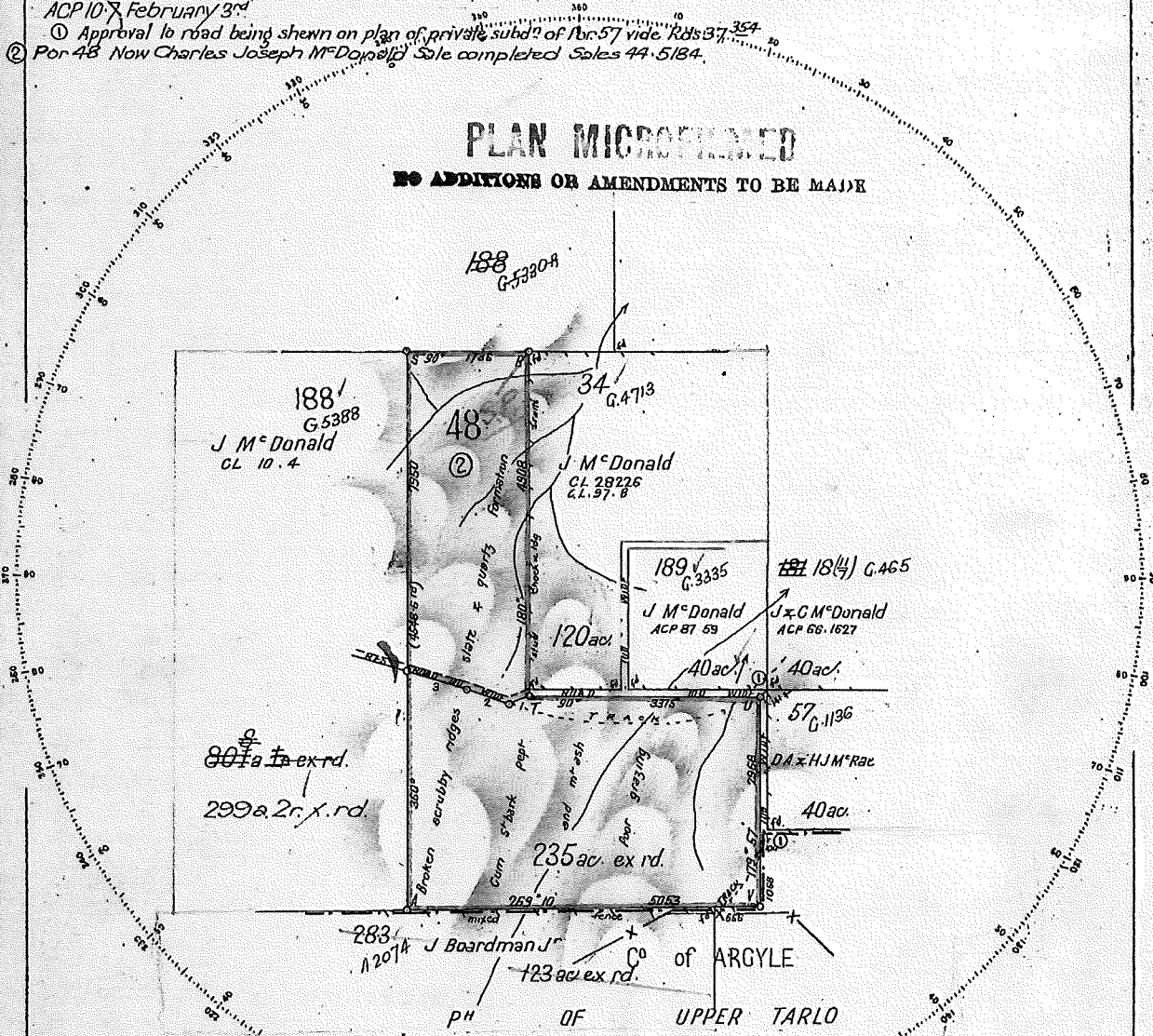
21

Applied for under the 5th Section of the Crown Lands Act of 1905 by John M^cDonald.
 ACP 10 February 3rd

- ① Approval to road being shown on plan of private subdⁿ of lbr 57 vide Rds 37-357
- ② Por 48 Now Charles Joseph M^cDonald Sale completed Sales 44.5/84.

PLAN MICROFILMED

NO ADDITIONS OR AMENDMENTS TO BE MADE



Azimuth taken from Por 34
 Field Book Vol 7771 Folios 31-35

Reference to Corners

Corner	Bearing	From	Links	2 ^d m. Area
A	210° 18'	Popl	43.2	188 48
R	349 40	Gum	38	48 34
S	273 38	S' bark	25.7	188 48
T	313 27	Popl	16.1	48
U	283 00	Sally	52.4	48
V	181 25	Gum	13.8	48

Reference to Traverse

Line	Bearing	Distance
1	249° 10'	281
2	289° 09'	632.3
3	285° 55'	912

I hereby certify that I in person made out on the 7th July 1910 completed the survey represented on this plan on which are written the bearings and lengths of the lines measured by me and I declare that the survey has been executed in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Department of Lands.

J. Isaac Licensed Surveyor

Transmitted to the District Surveyor with my letter of 30th July 1910. No 57

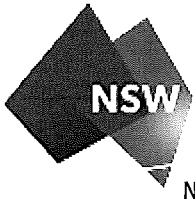
Voucher No 10 1/ Passed 7.14.10 D. And. 18.8.10
 Calculation Book No 13.8.10
 Checked and Charged Andrew Steer 13.8.10
 Examined Shirley King 13. Aug. 10
 Plan approved A. R. Connors Dist

Value of Improvements fencing £10.2.6 1/2 Value

Scale 20 Chains to an Inch.

AUG 19 1910

G.5328/506



FOLIO: 189/753058

SEARCH DATE	TIME	EDITION NO	DATE
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23/6/2020	2:10 PM	1	29/5/2017

LAND

LOT 189 IN DEPOSITED PLAN 753058
LOCAL GOVERNMENT AREA UPPER LACHLAN SHIRE
PARISH OF TYRL TYRL COUNTY OF GEORGIANA
(FORMERLY KNOWN AS PORTION 189)
TITLE DIAGRAM CROWN PLAN 3335.1506

FIRST SCHEDULE

TRACEY MARGARET KIRTON (T AK880331)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP1096912 EASEMENT FOR OVERHEAD POWER LINE(S) 20 WIDE AFFECTING THE PART DESIGNATED (Y) IN DP1096912

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



GOULBURN Eastern Division
 Resumed Area No. Pastoral Holding

PLAN OF PORTION 189

County of Georgiana Parish of Tyrrel Tyrrel
 LAND DISTRICT OF GOULBURN LAND BOARD DISTRICT OF GOULBURN

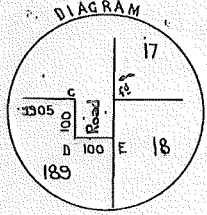
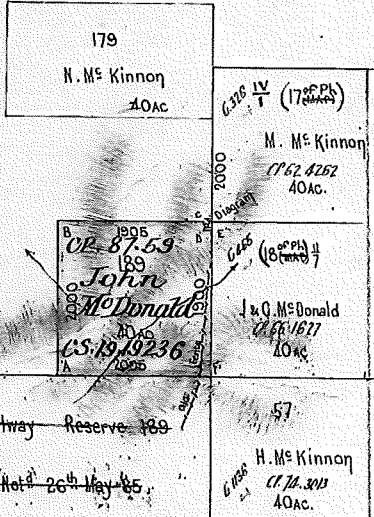
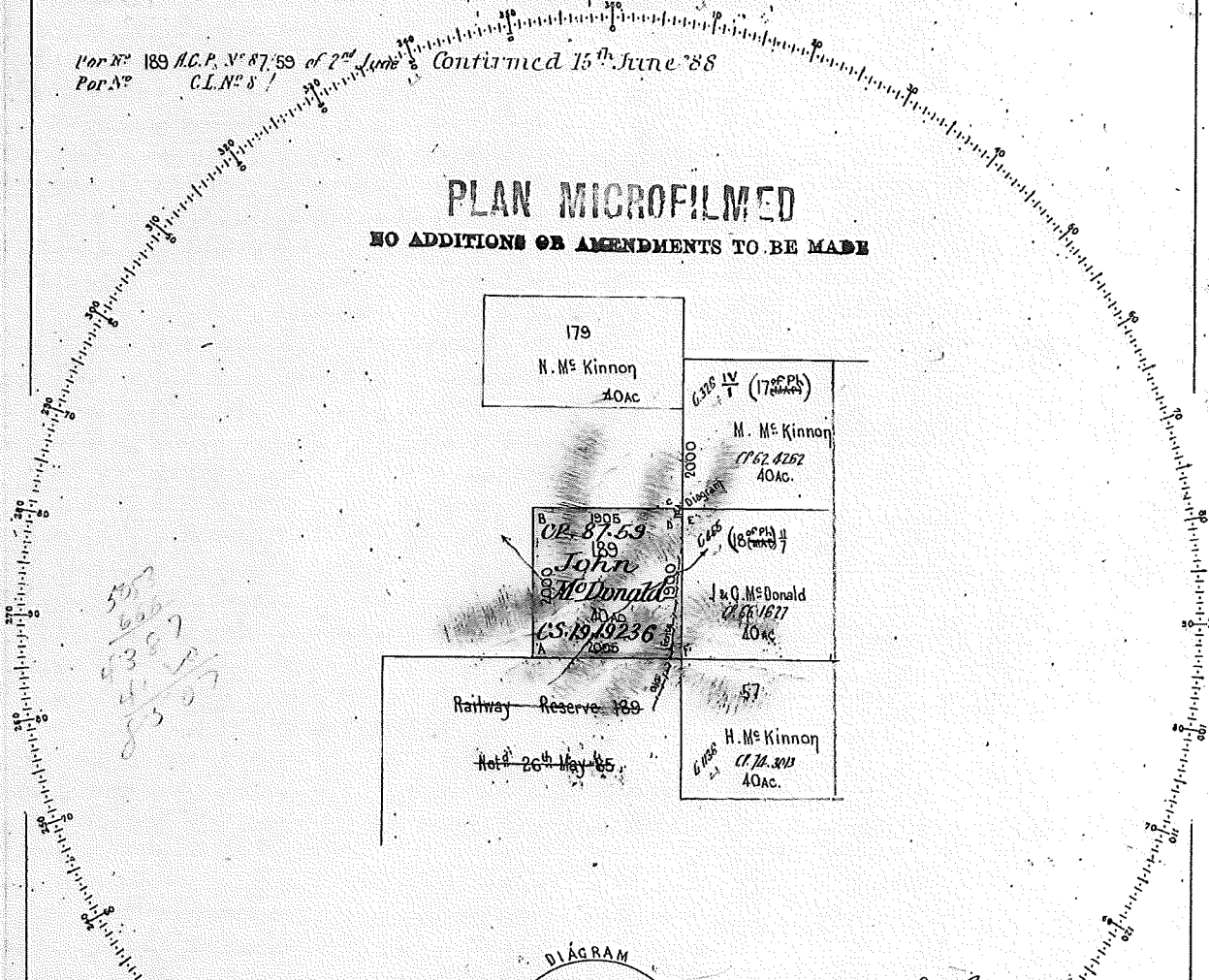
Applied for under the 42nd Section of the Crown Lands Act of 1884 by

John Mc Donald

Por N^o 189 A.C.P. V^o 87.59 of 2nd June 88
 Por N^o C.L.N^o 8 / Contirmed 15th June 88

PLAN MICROFILMED

NO ADDITIONS OR AMENDMENTS TO BE MADE



Certified True to Head Office

NOTE
 Low scrubby ridges Gum and Pepp^{mt} Fair grazing land
 Azimuth taken from E.F.
 Field Book Vol. Folio

Reference to Corners

Corner	Bearing	From	Line	From Iron
A	287° 30'		53	
B	18°	Gum	50	
C	323°		93	189
D	245° 30'	Pepp ^{mt}	61	
E	121°		50	
F	148°	Gum	16	189-57

Reference to Traverse

Line	Bearing	Distance
Account 11 20		
10.00 chs @ 1/2%		
5 farms @ 2 1/2%		
21 farms @ 2 1/2%		
15% interest		
Passed 11 th March 1888		

I hereby certify that I in person made and on the 14th Mch 1888 completed the survey represented on this plan on which are written the bearings & the lengths of the lines measured by me and I declare that the Survey has been executed in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Surveyor General's Department.

J. Isaac
 Licensed Surveyor

Transmitted to the District Surveyor with my letter of 31st March 1888

Voucher N^o Passed
 Calculation Book N^o Folio
 Checked and Charted by J. Isaac 20th April 88
 Examined by H. B. Mansfield 11th May 1888
 Plan approved 16th May 1888

Situated in the Value of Improvements Fencing £1.0.0
 3335-1506

3335-1506

Scale 20 Chains to an Inch

J. H. Griston District Surveyor

G 3335 1506

PLAN FORM 2
 SIGNATURE AND SEALS ONLY.

Crown Lands Office Approval
 PLAN APPROVED:
 Authorised Officer:

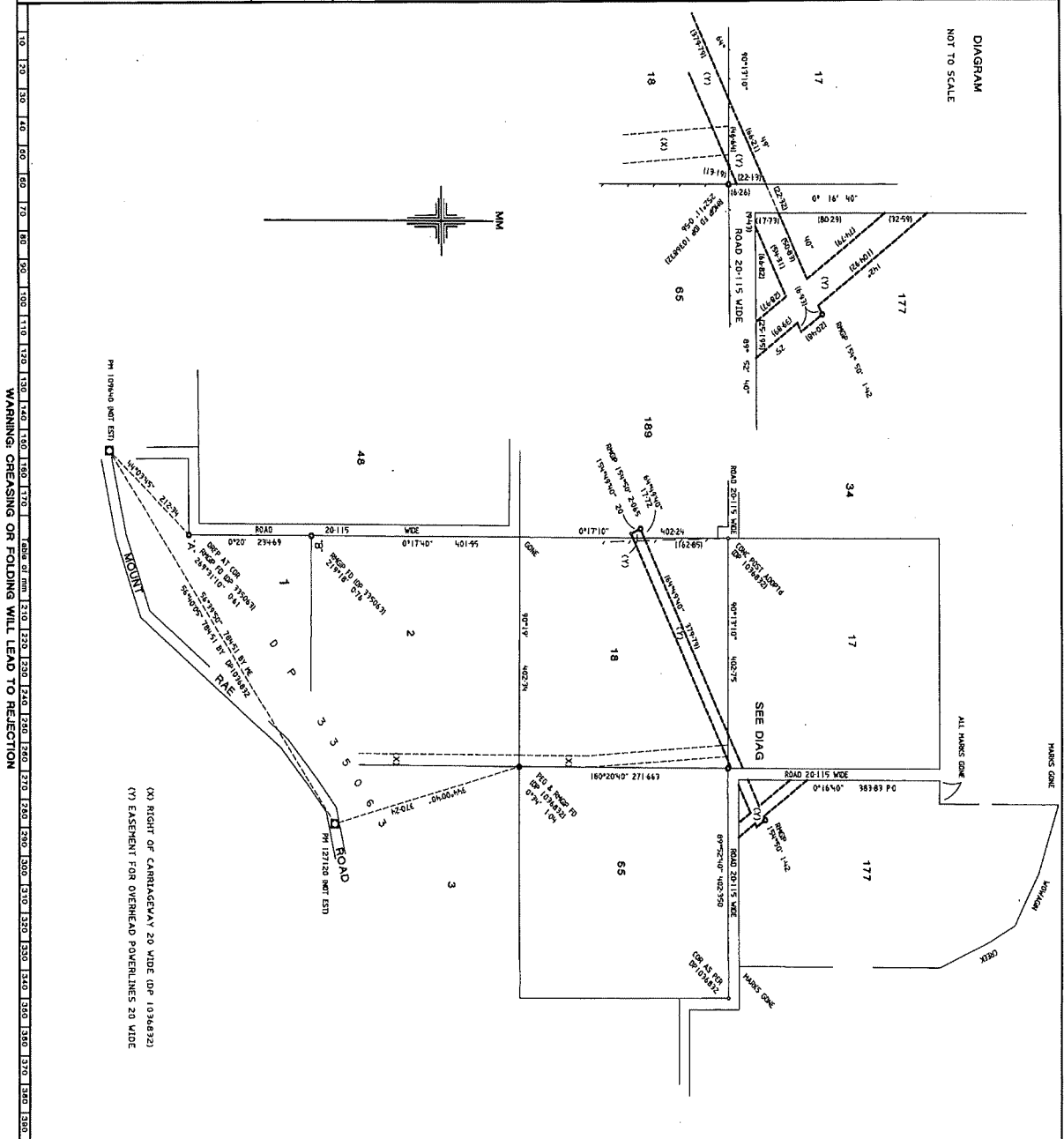
Land District:
Refer No.:
Field Book:

Substitution Certificate
 I certify that the provisions of Sec. 10(4) of the Environmental Planning and Assessment Act, 1979, have been satisfied in relation to the proposed
 * Insert "substituted" or "their" (as applicable) set out below

Authorised Person/General Manager/Assistant General Manager
 Name:
 Date of appointment:
 Position:
 Signature:

Other:
 Where the plan is to be lodged electronically in the Land Titles Office, approval by the Registrar-General is required.
 * Other witnesses if applicable.

W. L. Robinson's Son Pty Ltd
 Under Authority of Sect 127
 Conveyances Law
 By its Directors
 Robert James Parsons
 R J Parsons
 Director
 Charles Fitz Wallace
 C F Wallace
 Director



Registered/
 C.A.I. *17-5-2006*

The System: **TORRENS**

Purpose: **EASEMENT**

Relates: **PARISH # 4651506**
 Last Plan: **32261506 333951506**

PLAN OF EASEMENT FOR
 OVERHEAD POWERLINES
 20 WIDE OVER LOTS 17, 18,
 177 & 189 DP 753058

Lengths are in metres. Red Ratio 1:5000

L G A UPPER LACHLAN SHIRE
 Locality: TAPALGA
 Parish: TYRL TYRL
 County: GEORGIANA - 50

[Signature]
 Director of Land Services
 State of New South Wales

Printed in preparation of survey/compilation.
 DP 336083 DP 608828 DP 1038832
 C 328-1008 C 485-1608

PRINT FOR USE ONLY FOR STATEMENTS OF INTENTION
 to dedicate public roads, to create public reserves
 (including reserves, easements, restrictions on the
 use of land or positive covenants).
 PURSUANT TO SEC 89B OF THE CONVEYANCING
 ACT 1919, AS AMENDED, IT IS INTENDED
 TO CREATE:
 1) EASEMENT FOR OVERHEAD POWERLINES
 20 WIDE

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Plan Drawing only to appear in this space

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400 410 420 430 440 450 460 470 480 490 500 510 520 530 540 550 560 570 580 590 600 610 620 630 640 650 660 670 680 690 700 710 720 730 740 750 760 770 780 790 800 810 820 830 840 850 860 870 880 890 900 910 920 930 940 950 960 970 980 990 1000

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED PURSUANT TO SECTIONS 88B, CONVEYANCING ACT, 1919**

Page 1 of 2 pages

DP1096912

Plan of Easement for overhead powerlines 20 wide
over Lot 17, 18, 177 and 189 DP 753058 Local
Government area of Upper Lachlan Shire in the
locality of Taralga Parish of Tyrl Tyrl County of
Georgiana

Full names and addresses of
Proprietor of the land.

Robert James Rabjohns
Of "Hollymount" Taralga NSW 2580
(as to Auto Consol 9656-228)

WL Rabjohns & Son Pty Limited *DN 001658948*
C/- Nina Dillon, 9 Montague Street Goulburn NSW
2580 *CD*
(as to Auto Consol 9529-21 and 177/753058)

Lengths are in metres:

Part 1

1. Identity of easement firstly referred to in abovementioned Plan: Easement for overhead power lines 20 wide

Schedule of Lots etc affected

Lot Burdened

Lots, 17, 18, 177 and 189
DP 753058

Authority benefited

Country Energy (ABN 37 428 185 226)

Part 2

1. Terms of easement for overhead powerlines firstly referred to in the abovementioned plan.

As set out in Part A of Memorandum AA26009.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED PURSUANT TO SECTIONS 88B, CONVEYANCING ACT, 1919**

Page 2 of 2 pages

DP1096912

Plan of Easement for overhead powerlines 20 wide
over Lot 17, 18, 177 and 189 DP 753058 Local
Government area of Upper Lachlan Shire in the
locality of Taralga Parish of Tyrl Tyrl County of
Georgiana

I certify that the person signing opposite, with whom
I am personally acquainted or as to whose identity I am
Otherwise satisfied, signed this instrument in my
Presence

Certified correct for the purposes
of the Real Property Act 1900 by
the Peter Phillip Robinson

Signature of witness:



Name of witness:

Morris Newton Owen
Solicitor - Goulburn

Address of witness:

R J Rabjohns

Signature of Robert James Rabjohns

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

Corporation: WL Rabjohns & Son Pty Limited ACN 001 658948

Authority: Section 127 Corporations Law

Signature of authorised person:

Cheree Fay LANGFORD
Cheree Fay LANGFORD

Name of authorised person:

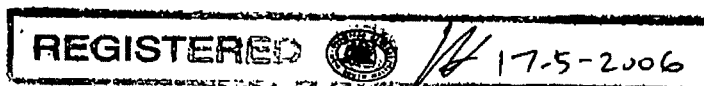
Office held: **Director**

R J Rabjohns
Signature of authorised person:

Robert James Rabjohns

Name of authorised person

Office held: **Director**



Upper Lachlan Shire Council

Planning Certificate for

Property with address: Mount Rae Road TARALGA

Land Description of: Lot 34 DP 753058 Parish of TYRL TYRL

To:	Applicant: Info Track GPO Box 4029 SYDNEY NSW 2001	Certificate No : 323/19
		Date: 2/10/2019
		Fee: \$53.00
	Applicant's Reference: 1900033	Receipt No : 487830
	Owner: TM Kirton	
	Assessment No. 8494	

Section 10.7(2)

For the purpose of section 10.7 (2) of the *Environmental Planning and Assessment Act 1979* it is advised that, as at the date of this certificate the land described above is affected by the matters referred to in Column I in the manner set out in Column II of the following table.

Column I	Column II
1 Names of relevant planning instruments and DCPs	
(1) Environmental planning instruments applying to the carrying out of development on the land.	Upper Lachlan Local Environmental Plan 2010 and as specified in Schedule A.
(2) Proposed environmental planning instrument, including a planning proposal for a local environmental plan or a draft environmental planning instrument that is, or has been the subject of community consultation or on public exhibition under the Act.	n/a
(3) Development Control Plan applying to the land that has been prepared by the council under section 72 of the Act.	Upper Lachlan Shire Council Development Control Plan 2010 applies to the land.
2 Zoning and land use under relevant LEPs	
For each environmental planning instrument or proposed instrument applying to the land (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):	
(a) The identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)").	Upper Lachlan Local Environmental Plan 2010 zones the land: RU2 Rural Landscape
(b) The purposes for which the instrument provides that development may be carried out within the zone without the need for development consent, (c) The purposes for which the instrument provides that development may not be carried out within the zone except with development consent, (d) The purposes for which the instrument provides that development is prohibited within the zone	The purposes for which development may be carried out within the zone or zones without and with development consent, or the purposes for which the carrying out of development is prohibited within the zone or zones, are listed in the extract of the Land Use Table of Upper Lachlan Local Environmental Plan 2010 attached as Schedule B.
(e) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.	Minimum land dimensions so fixed: <ul style="list-style-type: none"> • Minimum Lot Size - AB2 - 40 hectares In accordance with Upper Lachlan Local Environmental Plan 2010, the following clauses are deemed to be applicable: <ul style="list-style-type: none"> - Clause 4.1 - Clause 6.6 (for Zone RU1 Primary Production, Zone RU2 Rural Landscape, Zone RU4 Primary Production Small Lots, Zone E2 Environmental Conservation, Zone E3 Environmental) - Clause 6.9 - Clause 6.10 (for Zone RU5 Village and Zone R5 Large Lot Residential) These clauses are included in Schedule C.
(f) whether the land includes or comprises critical habitat	The NSW Office of Environment and Heritage has advised Council that there is no critical habitat within the Upper Lachlan Shire.
(g) whether the land is in a conservation area (however described)	Not applicable
(h) whether an item of environmental heritage (however described) is situated on the land	No Items of environmental heritage are listed in Schedule D.

Column I	Column II
<p>3 Complying Development</p> <p>Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A and 1.19 of <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i>.</p> <p>Disclaimer:</p> <p>This certificate only addresses matters raised in clause 1.19 of <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Codes SEPP)</i>.</p> <p>It is your responsibility to ensure that you investigate the affect of the general land exemptions identified in Column II for relevance to the land and Complying Development.</p> <p>It is your responsibility to ensure that you comply with any other general requirements of the <i>Codes SEPP</i>.</p> <p>Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the <i>Codes SEPP</i> is invalid.</p>	<p>Housing Code</p> <p>Complying development under the General Housing Code may be carried out.</p> <p>Rural Housing Code</p> <p>Complying development under the Rural Housing Code may be carried out.</p> <p>Note: If the land is a lot to which the Rural Housing Code (within the meaning of the <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> applies, complying development may be carried out on any part of the lot that is not affected by the provisions of clause 1.19 of that Policy.</p> <p>Housing Alterations Code</p> <p>Complying Development under the Housing Alterations Code may be carried out.</p> <p>General Development Code</p> <p>Complying Development under the General Development Code may be carried out.</p> <p>Commercial and Industrial Alterations Code</p> <p>Complying Development under the Commercial and Industrial Code may be carried out.</p> <p>Commercial and Industrial (New Buildings and Alterations) Code</p> <p>Complying Development under the Commercial and Industrial (New Buildings and Alterations) Code may be carried out only in Zone B2, B4, IN2, SP1 or SP2 for development specified by the Code.</p> <p>Container Recycling Facilities Code</p> <p>Complying Development under the Container Recycling Facilities Code may be carried out only in Zone B2, B4 and IN2 for development specified by the Code.</p> <p>Subdivisions Code</p> <p>Complying Development under the Subdivisions Code may be carried out for development specified by the Code.</p> <p>Demolition Code</p> <p>Complying Development under the Demolition Code may be carried out for development specified by the Code.</p> <p>Fire Safety Code</p> <p>Complying Development under the Fire Safety Code may be carried out for development specified by the Code.</p> <p>Note: If only a part of a lot is land to which this clause applies, complying development must not be carried out on any part of that lot</p>
<p>4 Coastal protection</p> <p>Whether or not the land is affected by the operation of section 38 or 39 of the <i>Coastal Protection Act 1979</i>, but only to the extent that the council has been so notified by the Department of Finance, Services and Innovation.</p>	<p>The land is not affected.</p>
<p>5 Mine subsidence</p> <p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the <i>Mine Subsidence Compensation Act 1961</i>.</p>	<p>The land has not been proclaimed.</p>

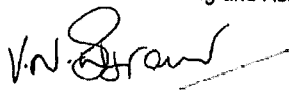
Column I	Column II
<p>6 Road widening and road realignment Whether or not the land is affected by any road widening or road realignment under:</p> <p>(a) Division 2 of Part 3 of the <i>Roads Act 1993</i>, or (b) any environmental planning instrument, or (c) any resolution of the Council</p>	The land is not affected.
<p>7 Council and other public authority policies on hazard risk restrictions Whether or not the land is affected by a policy:</p> <p>(a) adopted by the council, or (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).</p>	<p>Bush Fire: Planning for Bush Fire Protection 2006 Land Contamination: Managing Land Contamination Planning Guidelines <i>State Environmental Planning Policy No 55 – Remediation of Land</i></p>
<p>7A Flood related development controls information</p> <p>(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls. (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.</p>	<p>No Refer to clause 6.1 <i>Upper Lachlan Local Environmental Plan 2010</i>. Note: Flood Studies for the villages of Crookwell, Gunning, Taralga and Collector were adopted by Council on 19.12.2013 with the Floodplain Risk Management Study and Plan (FRMSP) adopted on 20.7.2017. The Flood Policy included in the FRMSP sets out specific requirements and criteria for development in flood liable areas.</p>
<p>8 Land reserved for acquisition Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Item 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.</p>	The land is not affected.
<p>9 Contributions plans The name of each contributions plan applying to the land.</p>	Upper Lachlan Development Contributions Plan 2007 (adopted by Council 26 July 2007) applies to the land.
<p>9A Biodiversity certified land If the land is biodiversity certified land under Part 8 of the <i>Biodiversity Conservation Act 2016</i>, a statement to that effect Note. Biodiversity certified land includes land certified under Part 7AA of the <i>Threatened Species Conservation Act 1995</i> that is taken to be certified under Part 8 of the <i>Biodiversity Conservation Act 2016</i>.</p>	No
<p>10 Biobanking agreements If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the <i>Biodiversity Conservation Act 2016</i>, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive Office of Environment and Heritage). Note. Biodiversity stewardship agreements include biobanking agreements under Part 7A of the <i>Threatened Species Conservation Act 1995</i> that are taken to be biodiversity stewardship agreements under Part 5 of the <i>Biodiversity Conservation Act 2016</i>.</p>	No
<p>10A Native vegetation clearing set asides If the land contains a set aside area under section 60ZC of the <i>Local Land Services Act 2013</i>, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section)</p>	No
<p>11 Bushfire prone land If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.</p>	None, of the land is shown as bush fire prone land in Council records.

Column I	Column II
<p>12 Property vegetation plans If the land is land to which a property vegetation plan approved under Part 4 of the <i>Native Vegetation Act 2003</i> (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).</p>	No
<p>13 Orders Under <i>Trees (Disputes Between Neighbours) Act 2006</i> Whether an order has been made under the <i>Trees (Disputes Between Neighbours) Act 2006</i> to carry out work in relation to a tree on the land (but only if council has been notified of the order)</p>	No, Council has not been advised of any order
<p>14 Directions under Part 3A If there is a direction by the Minister in force under section 75P(2)(c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect</p>	No
<p>15 Site compatibility certificates and conditions for seniors housing If the land is land to which <i>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</i> applies: (a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (i) the period for which the certificate is current, and (ii) that a copy may be obtained from the head office of the Department, and a statement setting out any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.</p>	<p><i>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</i> does not apply</p> <p>Not applicable</p>
<p>16 Site compatibility certificates for infrastructure, schools or TAFE establishments A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (a) that period for which the certificate is valid, and that a copy may be obtained from the head office of the Department.</p>	No
<p>17 Site compatibility certificates and conditions for affordable rental housing (1) A statement whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (a) that period for which the certificate is valid, and (b) that a copy may be obtained from the head office of the Department (2) A statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i> that have been imposed as a condition of consent to a development application in respect of the land.</p>	No
<p>18 Paper subdivision information (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot. (2) The date of any subdivision order that applies to the land.</p>	No

Column I	Column II
<p>19 Site verification certificates</p> <p>A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:</p> <p>(a) the matter certified by the certificate, and (b) the date on which the certificate ceases to be current (if any), and</p> <p>Note. A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land – see Division 3 of Part 4AA of <i>State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007</i>.</p>	No
<p>20 Loose-fill asbestos insulation</p> <p>If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <i>Home Building Act 1989</i>) that are listed on the register that is required to be maintained under that Division.</p>	No
<p>Section 59 (2) of the Contaminated Land Management Act 1997</p> <p>The following matters are prescribed under Section 59 (2) of the <i>Contaminated Land Management Act 1997 (that Act)</i></p>	
<p>(a) the land to which the certificate relates is significantly contaminated land with the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,</p> <p>(b) the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,</p> <p>(c) the land to which the certificate relates is subject of an approved voluntary management proposal within the meaning of that Act – if it is subject to such an approved proposal at the date when the certificate is issued,</p> <p>(d) the land to which the certificate relates is the subject to an ongoing maintenance order within the meaning of that Act – if it is the subject to such an order at the date when the certificate is issued,</p> <p>(e) the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.</p>	<p>No</p> <p>No</p> <p>No</p> <p>No</p> <p>No</p>

Section 10.7(5)

On application made to the Council and the payment of the Council prescribed fee, advice is provided pursuant to Section 10.7(5) of the *Environmental Planning and Assessment Act 1979* on such other relevant matters, affecting the land, of which the Council may be aware.



Viv Straw
Manager of Environment and Planning
 for

JK Bell
General Manager

Attachments

- Schedule A
- Schedule B
- Schedule C
- Schedule D
- Schedule E – Notice to purchasers of rural land in the Upper Lachlan Local Government Area
- Notice to purchasers of land in the Upper Lachlan Local Government Area

Schedule A

The following State Environmental Planning Policies apply to the land and are required to be notified in this certificate.

State Environmental Planning Policies

- **State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004**
This policy aims to encourage the provision of housing that will increase the supply and diversity of housing that meets the needs of older people or people with a disability.
- **State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004**
This policy operates in conjunction with *Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX)* to ensure effective introduction of BASIX in NSW. Applicable to Regional NSW from 1 July 2005.
- **State Environmental Planning Policy (State Significant Precincts) 2005**
The SEPP lists State Significant Precincts and identifies requirements for development in these areas.
- **State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007**
This policy aims to provide for the proper management and development of mining, petroleum production and extractive material resources; to facilitate the orderly use and development of areas where the resources are located; and to establish appropriate planning controls to encourage sustainable management of these resources. The policy repealed SEPP 37 and SEPP 45 as well as provisions in numerous other planning instruments.
- **State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007**
This policy provides for the erection of temporary structures and various other development types while protecting public safety and local amenity. The SEPP supports the transfer of the regulation of temporary structures (such as tents, marquees and booths) from the *Local Government Act 1993* to the *Environmental Planning and Assessment Act 1979*.
- **State Environmental Planning Policy (Infrastructure) 2007**
This policy provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency.
- **State Environmental Planning Policy (Rural Lands) 2008**
The aim of this policy is to facilitate the orderly and economic use and development of rural lands for rural and related purposes.
- **State Environmental Planning Policy (Exempt and Complying Development Codes) 2008**
This policy streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application.
- **State Environmental Planning Policy (Affordable Rental Housing) 2009**
This policy establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work and facilitate development of housing for the homeless and other disadvantaged people.
- **State Environmental Planning Policy (State and Regional Development) 2011**
This policy aims to identify development that is State significant development, State significant infrastructure and critical State significant infrastructure. It also confers functions on junction regional planning panels to determine development applications.
- **State Environmental Planning Policy (Sydney Drinking Water Catchment) 2011**
This policy replaces Drinking Water Catchments Regional Environmental Plan No 1 (DWCREP) and maintains the same hydrological catchment boundary of the DWREP. The policy aims to: provide for healthy water catchments that will deliver high quality water while permitting development that is compatible with that goal, provide that development must have a neutral or beneficial effect on water quality, and support the maintenance or achievement of the water quality objectives for the Sydney drinking water catchment. This policy commenced on 1 March 2011.

Schedule A

State Environmental Planning Policies continued

- **State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017**
This policy classifies the types of early childhood education and care facilities that can be assessed as exempt and complying development and those facilities that will need to go through the local development (DA) process. The SEPP and the Guideline contain key requirements from the national law so that new facilities are appropriately designed and built.
- **State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017**
This policy works together with the *Biodiversity Conservation Act 2016* and the *Local Land Services Amendment Act 2016* to create a framework for the regulation of clearing of native vegetation in NSW. The SEPP will ensure the biodiversity offset scheme (established under the Land Management and Biodiversity reforms) will apply to all clearing of native vegetation that exceeds the offset thresholds in urban areas and environmental conservation zones that does not require development consent.
- **State Environmental Planning Policy No 21 – Caravan Parks**
This policy aims to encourage the orderly and economic use and development of land used or intended as a caravan park.
- **State Environmental Planning Policy No 30 – Intensive Agriculture**
This policy aims to require consent for cattle feed lots, piggeries and to expand the definition of the term "rural industry" so as to include within the meaning of that term composting facilities and works, including facilities and works for the production of mushroom substrate.
- **State Environmental Planning Policy No 33 – Hazardous and Offensive Development**
This policy aims to define and regulate "hazardous and offensive industries".
- **State Environmental Planning Policy No 36 – Manufactured Home Estates**
This policy identifies where Manufactured Homes Estates (MHEs) may be permitted and establishes criteria for the granting of development consent to these estates and enables, with development consent, the subdivision of MHEs, provided such subdivision complies with the provisions of the *Local Government (Manufactured Home Estates) Regulation 1993*.
- **State Environmental Planning Policy No 44 – Koala Habitat Protection**
This policy aims to encourage the proper conservation and management of areas of natural vegetation that provide habitat for koalas.
- **State Environmental Planning Policy No 50 – Canal Estate Development**
This policy aims to prohibit canal estate development as described in the policy.
- **State Environmental Planning Policy No 55 – Remediation of Land**
This policy aims to promote the remediation of contaminated land for the purpose of reducing the risk of harm to human health or any other aspect of the environment.
This policy applies to the whole state, to ensure that remediation is permissible development and is always carried out to a high standard. It specifies when consent is required for remediation and lists considerations that are relevant when rezoning land and determining development applications.
- **State Environmental Planning Policy No 62 – Sustainable Aquaculture**
This policy encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identify and categorise aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where there are potential environmental risks.
- **State Environmental Planning Policy No 64 – Advertising and Signage**
This policy aims to regulate signage.
- **State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development**
This policy aims to improve and control the design quality of "residential apartment development" by regulating residential flat buildings of 3 or more storeys and 4 or more self-contained dwellings but does not extend to buildings commonly referred to as "town houses" or "villas" where the dwelling units are side by side rather than on top of each other.

Schedule B

Extract Upper Lachlan Local Environmental Plan 2010

Attached is the extract of the Land Use Table from *Upper Lachlan Local Environmental Plan 2010* for the relevant zone.

Zone RU2 Rural Landscape

1. Objectives of zone

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To maintain the rural landscape character of the land.
- To provide for a range of compatible land uses, including extensive agriculture.
- To preserve environmentally sensitive areas including waterways and prevent inappropriate development likely to result in environmental harm.
- To protect the Pejar catchment area from inappropriate land uses and activities and minimise risk to water quality.
- To minimise the visual impact of development on the rural landscape.
- To minimise the impact of development on the existing agricultural landscape character.
- To protect and enhance the water quality of watercourses and groundwater systems and to reduce land degradation.
- To maintain areas of high conservation value vegetation.

2. Permitted without consent

Building identification signs; Business identification signs; Environmental protection works; Extensive agriculture; Farm buildings; Home-based child care; Home occupations

3. Permitted with consent

Bed and breakfast accommodation; Cellar door premises; Dwelling houses; Farm stay accommodation; Garden centres; Hardware and building supplies; Landscaping material supplies; Light industries; Plant nurseries; Restaurants or cafes; Roads; Roadside stalls; Rural supplies; Secondary dwellings; Timber yards; Any other development not specified in item 2 or 4

4. Prohibited

Amusement centres; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Charter and tourism boating facilities; Centre-based child care facilities; Commercial premises; Crematoria; Eco-tourist facilities; Entertainment facilities; Exhibition homes; Exhibition villages; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Registered clubs; Residential accommodation; Respite day care centres; Restricted premises; Service stations; Sex services premises; Storage premises; Tourist and visitor accommodation; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Water recreation structures; Wharf or boating facilities; Wholesale supplies

Schedule C

Extract Upper Lachlan Local Environmental Plan 2010

Attached are the following relevant clauses under *Upper Lachlan Local Environmental Plan 2010*.

Clause 4.1

4.1 Minimum subdivision lot size

- (1) The objectives of this clause are as follows:
 - (a) to provide minimum subdivision lot sizes for all zones.
- (2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause does not apply in relation to the subdivision of individual lots in a strata plan or community title scheme.

Clause 6.6

Note: This clause is only applicable to Zone RU1 Primary Production, Zone RU2 Rural Landscape, Zone RU4 Primary Production Small Lots, Zone E2 Environmental Conservation, Zone E3 Environmental Management

6.6 Erection of dwelling houses on land in certain rural and environmental protection zones

- (1) The objectives of this clause are as follows:
 - (a) to minimise unplanned rural residential development,
 - (b) to enable the replacement of lawfully erected dwelling houses in rural and environmental protection zones.
- (2) This clause applies to land in the following zones:
 - (a) Zone RU1 Primary Production,
 - (b) Zone RU2 Rural Landscape,
 - (c) Zone RU4 Primary Production Small Lots,
 - (d) Zone E2 Environmental Conservation,
 - (e) Zone E3 Environmental Management.
- (3) Development consent must not be granted for the erection of a dwelling house on a lot in a zone to which this clause applies, and on which no dwelling house has been erected, unless the lot is:
 - (a) a lot that is at least the minimum lot size specified for that lot by the Lot Size Map, or
 - (b) a lot created before this Plan commenced and on which the erection of a dwelling house was permissible immediately before that commencement, or
 - (c) a lot resulting from a subdivision for which development consent (or equivalent) was granted before this Plan commenced and on which the erection of a dwelling house would have been permissible if the plan of subdivision had been registered before that commencement.

Note. A dwelling cannot be erected on a lot created under clause 9 of *State Environmental Planning Policy (Rural Lands) 2008* or clause 4.2.

Schedule C

- (4) Despite subclause (3), development consent must not be granted for the erection of a dwelling house on a lot to which clause 14 (2) (a) of the *Crookwell Local Environmental Plan 1994* applied and on which the erection of a dwelling house would only have been permissible before this Plan commenced by virtue of that provision.
- (5) Despite any other provision of this clause, development consent may be granted for the erection of a dwelling house on land in a zone to which this clause applies if:
 - (a) there is a lawfully erected dwelling house on the land and the dwelling house to be erected is intended only to replace the existing dwelling house, or
 - (b) the land would have been a lot referred to in subclause (3) had it not been affected by:
 - (i) a minor realignment of its boundaries that did not create an additional lot, or
 - (ii) a subdivision creating or widening a public road or public reserve or for another public purpose.

Clause 6.9

Note: This clause is applicable to all zones

6.9 Essential services

Development consent must not be granted to development unless the consent authority is satisfied that those of the following services that are essential for the proposed development are available or that adequate arrangements have been made to make them available when required:

- (a) the supply of water,
- (b) the supply of electricity,
- (c) the disposal and management of sewage,
- (d) stormwater drainage or on-site conservation,
- (e) suitable road access.

Schedule D

Schedule 5 Environmental heritage – Upper Lachlan Local Environmental Plan 2010 (Current version for 1 September 2017 to date)

(Clause 5.10)

Part 1 Heritage items

Suburb	Item name	Address	Property description	Significance	Item number
Bannaby	St Matthew's Anglican Church and Churchyard	Bannaby Road	Lot 71, DP 1108269	Local	14
Bannaby	Hillas Farm Homestead and Outbuildings	47 Hanworth Road	Lot 1, DP 598080	Local	11
Bannaby	Bunnaby Homestead	77 Hanworth Road (adjacent to Hillas Farm)	Lot 28, DP 819589	Local	12
Bannaby	Bannaby Shearing Shed circa 1886	262 Hanworth Road (Junction of Bannaby Road)	Lot 29, DP 819589	Local	13
Bigga	Bigga General Cemetery	Northeast of town	Lot 7003, DP 1026239	Local	15
Bigga	Catholic Church	Bigga Street corner Mulgowrie Street	Lot 20, Section 6, DP 758104	Local	16
Bigga	Bigga War Memorial Hall	Binda Street	Lots 3 and 4, Section 8, DP 758104	Local	17
Bigga	All Saints Church of England	Crookwell Street	Lot 11, Section 8, DP 758104	Local	18
Bigga	Bigga Public School—Building B00A (1916)	Grabine Road	Lot 206, DP 753041	Local	110
Binda	Binda Cemetery	Herbert Street	Lot 1, DP 1124760; Lot 1, DP 1124768; Lot 7013, DP 1141568	Local	19
Binda	Funny Hill, National School	Junction Point Road (Eastern Side)	Part Lot 3, DP 1003133	Local	111
Binda	Kangaloolah Creek Bridge (DMR 1941)	Junction Point Road	N 6198614.94 m, E 164130.53 m	Local	112
Binda	Markdale—stone cottages	462 Mulgowrie Road	Part of Lot 2, DP 753045	Local	114
Binda	St. James Anglican Church (1864, Rev R Leigh)	Queen Street	Lots 2, 3 and 4, Section 32, DP 758110 and Lot 5, DP 1119746	Local	115
Binda	Post Office and Store (former)	Queen Street	Lot 1, DP 789104	Local	116
Binda	The Mill	Queen Street	Lot 8, Section 32, DP 758110	Local	118
Binda	Rose Cottage	Queen Street corner of Bishop Street	Lot 10, DP 580600	Local	117
Binda	Old Salisbury Private Cemetery	"Glengarry" Off Salisbury Road	Portion 52, DP 753041	Local	119
Breadalbane	Wet Lagoon Nature Reserve (Crown)	Breadalbane Road	Lot 1, DP 48390	Local	127
Breadalbane	Breadalbane Public School—Building B00A (1910)	Collector Road	Lot 1, DP 317687	Local	121

Schedule D

Suburb	Item name	Address	Property description	Significance	Item number
Breadalbane	St Silas Anglican Church	Collector and Cullerin Roads (corner of)	Lot 1, DP 334350	Local	120
Breadalbane	Rosythe	123 Cullerin Road	Lot 1, DP 841406	Local	125
Breadalbane	Buildings known as Raeburn and Stables Raeburn Homestead	Old South Road	Lot 5, DP 569308	Local	124
Breadalbane	St Brigid's Roman Catholic Church	Old South Road	Lot 87, DP 750035	Local	126
Breadalbane	Building known as Sweetwood Lea (formerly Archers Inn /Hotel Breadalbane)	274 Old South Road	Lot 1, DP 604947	Local	123
Burra Burra Lake	Burra Lake School (former)	320 Snipe Flat Road	Lot 163, DP 753063	Local	128
Chatsbury	Christ Church Anglican Cemetery	Chatsbury	Lot 8, DP 918413	Local	129
Collector	Collector Memorial Hall	Bourke Street	Lot 11, DP 1046757	Local	134
Collector	St Bartholomew's Roman Catholic Church	Bourke Street	Lots 1, 2 and 3, DP 126018	Local	133
Collector	Uniting Church	Bourke Street	Lots 1, 2, 3, 4, 5, 6, 7 and 8, DP 194674	Local	131
Collector	Uniting Church Cemetery	Bourke Street	Lots 1, 2, 3, 4, 5, 6, 7 and 8, DP 194674	Local	132
Collector	The Ben Hall Sites— Bushranger Hotel (formerly known as Kimberley's Commercial Hotel and Kimberley's Inn)	24 Church Street	Lot 3, DP 554640	State	130
Collector	Collector Public School—Building B00A (1916) and School Residence (1916)	Lorn Street	Lot 1, DP 724358	Local	135
Collector	Wheat Sheaf Inn (former)	Murray Street	Lots 1 and 2, Section 1, DP 995869	Local	137
Collector	Collector Inn	7 Murray Street	Lot 3, Section 3, DP 995869	Local	136
Crooked Corner	Five Mile Tree Public School—Building B00A (1927)	427 Bigga Road	Lot 81, DP 753028	Local	138
Crooked Corner	St Andrew's Church	513 Bigga Road	Lot 87, DP 753045	Local	113
Crookwell	Crookwell River Bridge	Binda Road	N 6181703.18m; E 175333.35m	Local	139
Crookwell	Crookwell Railway Station and Yard Group	Northern end of Colyer Street Goulburn— Crookwell Railway	SRA Land Long E 149.47546764 Lat S 34.45781033	State	140

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Suburb	Item name	Address	Property description	Significance	Item number
Crookwell	"Normanton" residence	4103 Crookwell Road	Lot 1, DP 804038	Local	141
Crookwell	Crookwell Public School—Buildings B00A (1897), B00B (1886) and residence (1890)	Denison Street	Lots 6A, 7, 8 and 9, DP 758308	Local	160
Crookwell	Memorial Hall	Denison Street	Lot 1, DP 725567; Lot B, DP 374158	Local	163
Crookwell	St Bartholomew's Church of England	15–19 Denison Street	Lots 9 and 10, Section 18, DP 758308	Local	161
Crookwell	Masonic Hall	44 Denison Street	Lot 1, DP 1093672	Local	162
Crookwell	Pejar Creek Underbridge	Goulburn Road	Pejar Dam	Local	143
Crookwell	"Gundwringa" Homestead	2976 Goulburn Road	Part of Lot 2, DP 1091383	Local	142
Crookwell	Wheat Sheaf Inn ruins	"Kyamma", 4147 Goulburn Road	Part of Lot 6, DP 883430	Local	144
Crookwell	Courthouse Group—Courthouse (1891) former magistrates residence and lock up	9–31 Goulburn Street	Lots 4, 5 and 7, Section 9, DP 758308	Local	145
Crookwell	Spud Murphy's Inn (formerly Millhouse Inn)	10–12 Goulburn Street	Lot 1, DP 126542; Lot 2, Section 8, DP 758308	Local	166
Crookwell	Commercial Hotel	34 Goulburn Street	Lot 2, DP 800629	Local	146
Crookwell	Bryant's Bakery	41 Goulburn Street	Lot 2, DP 912248	Local	147
Crookwell	Commercial building	48 Goulburn Street	Lot 1, Section 7, DP 758308	Local	148
Crookwell	Criterion Hotel	76 Goulburn Street	Lot 3, DP 237150	Local	151
Crookwell	Lynham's Café	77 Goulburn Street	Lot 1, DP 121587	Local	149
Crookwell	Commonwealth Bank	79–81 Goulburn Street	Lot 1, DP 920352	Local	150
Crookwell	Post Office	83–85 Goulburn Street	Lot 1, DP 910265	Local	152
Crookwell	Catherine's Café Bakery Deli	87 Goulburn Street	Lot 2, DP 305613	Local	153
Crookwell	Pedley's Buildings	92–98 Goulburn Street	Lots C and D, DP 358261; Lot B, DP 321497	Local	154
Crookwell	Commercial building—Mendl Thompson Associates	93 Goulburn Street	Lot 1, DP 305613	Local	155
Crookwell	Crookwell Hotel	101 Goulburn Street	Lots C and D, DP 406822	Local	156
Crookwell	Westpac Bank (formerly Bank of NSW)	106–108 Goulburn Street (corner of Spring Street)	Lot 1, DP 314755	Local	157
Crookwell	Goldsworth Theatre (former)	134–138 Goulburn Street	Lot D, DP 350662	Local	158

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Suburb	Item name	Address	Property description	Significance	Item number
Crookwell	Coin-Op Laundrette	140 Goulburn Street	Lot A, DP 345501	Local	159
Crookwell	Crookwell District Hospital	13-17 Kialla Road	Lot 1, DP 1160080	Local	164
Crookwell	General Cemetery	Pine Avenue	Lot 7005, DP 94922; Lot 7006, DP 94923; Lot 7007, DP 94924; Lot 7008, DP 94925; Lot 7009, DP 94926	Local	165
Crookwell	Former Mill known as "Stephenson's Mill"	Roberts Street rear of Commercial Hotel	Lot 1, DP 800629	Local	167
Crookwell	Two storey residence "Montrose"	21 Robertson Street	Lot 9, DP 667709	Local	168
Crookwell	Crookwell Truss Bridge (built 1903)	State Road 54	N 6186899.21 m, E 167840.48 m	Local	169
Crookwell	St Mary's Catholic Church	49-57 Wade Street	Lot 112, DP 568697	Local	170
Crookwell	St Mary's Primary School	40-46 Wade Street	Lot 2, DP 531828; Lot 1, DP 300301; Lots 2 and 3, Section 22, DP 758308	Local	171
Curraweela	St John's Anglican Church	6062 Oberon Road	Lot 4, DP 826288	Local	172
Dalton	Dalton Public Hall	Chapel Street	Lot 11, Section 5, DP 758335	Local	175
Dalton	Oddfellows Hall (former) (formerly Good Templars Hall)	Chapel Street	Lot 9, Section 6, DP 758335	Local	174
Dalton	Uniting Church and Cemetery	Chapel Street	Lot 1, DP 194060	Local	173
Dalton	General Cemetery	Dalton Road	Lot 7006, DP 1030208	Local	181
Dalton	Leaf Beds Specimen	Gunning-Dalton Road	Lot 7009, DP 96764	Local	176
Dalton	Royal Hotel	Gunning Street (corner of Chapel Street)	Lot 1, Section 3, DP 758335	Local	177
Dalton	St Matthew's Anglican Church	Jobson Street	Lots 5 and 6, Section 1, DP 758335	Local	178
Dalton	Dalton Public School—Building B00A (1878)	Jobson Street corner Brown Street	Lot 6, Section 9, DP 758335	Local	179
Dalton	Building known as "Eschol"	Corner Loops Road and Starrs Road	Lot 33, DP 754111	Local	180
Dalton	Lampton Creek Ornithological Area	Wheeo Road	Long E 149.275, Lat S 34.6798	Local	182
Golspie	St Michael's Catholic Church	1871 Golspie Road	Lot 1, DP 920870	Local	184
Golspie	School of Arts	1962 Golspie Road	Lot 1, DP 209267	Local	185
Golspie	St Mark's Anglican Church	79 Levels Road	Lot 251, DP 1130041	Local	183
Grabben Gullen	Albion Hotel	Britannia Street (Grabben Gullen Road)	Lot 3, DP 1082543	Local	186

Schedule D

Suburb	Item name	Address	Property description	Significance	Item number
Gunning	St Edmund's Uniting Church and Rectory	Biala Street	Lots 12-16, Section 7, DP 758493	Local	I88
Gunning	Masonic Temple (former)	Biala Street	Lot 2, DP 314113	Local	I89
Gunning	Anglican Church and surrounding church buildings	28 Biala Street	Lot 1, DP 195327	Local	I87
Gunning	Cottage	11 Collector Road	Lots 5 and 6, Section 4, DP 758493	Local	I90
Gunning	Building known as "Frankfield Homestead" including Stables, Conservatory, Kitchen Blacksmiths shop, Bath House, garden, trees and dam	Cullerin Road	Lot 4, DP 754110; Part Lot 1, DP 135747	Local	I98
Gunning	Building known as "Boureong" formerly "Albert Vale" including later wing and outbuildings	Dalton Road	Lots 1, 2 and 3, DP 1034956; Lot 6, DP 1044008	Local	I91
Gunning	Fish River Water Supply	Fish River	Long E 149.314795, Lat S 34.759958	State	I92
Gunning	Mundoonen Nature Reserve	Hume Highway	South Western corner of Shire	Local	I94
Gunning	Do Duck Inn (formerly Aratula Inn)	22 Hume Street	Lot B, DP 403000; Lot 1, DP 821730	Local	I93
Gunning	Gunning railway signal box and movable relics	Main Southern Railway	Long E 149.26116577, Lat S 34.77965476	State	I95
Gunning	Gunning Railway Station and yard group	Main Southern Railway	Long E 149.26116577, Lat S 34.77984245	State	I96
Gunning	Baltinglass Homestead Archaeological site	"Avondale" Off Medway's Lane	Lot 7, DP 1044008; Lot 1, DP 225975	Local	I97
Gunning	Gunning General Cemetery	45-47 Wombat Street	Lots 1-4, Section 25, DP 758493; Lot 7012, DP 1002613; Lot 2, DP 634719	Local	I99
Gunning	Gunning District Soldiers Memorial	Yass Street	Lot 10, DP 1035287	Local	I112
Gunning	Hotel Group consisting of Telegraph Hotel	Yass Street	Lot 100, DP 75780	Local	I101
Gunning	London House	62 Yass Street	Lot D, DP 160736	Local	I103
Gunning	Single storey shop	81 Yass Street	Lot 1, DP 770562	Local	I100
Gunning	Coronation Theatre	82 Yass Street	Lots 21 and 22, DP 734267	Local	I102
Gunning	Double storey terrace "Caxton House"	83-85 Yass Street	Lot 1, DP 738637	Local	I104

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Suburb	Item name	Address	Property description	Significance	Item number
Gunning	Single storey shop known as "Caxton Cottage"	87 Yass Street	Lot 1, DP 743205	Local	I105
Gunning	Gunning Public School—Buildings B00F (1871), B00G (1910) and B00H (1925)	96 Yass Street	Lot 1, DP 123369; Lot 219, DP 821036	Local	I106
Gunning	Court House, Police Station and Lock Up	101 Yass Street corner of Warrataw Street	Lots 26–28, DP 823512	Local	I107
Gunning	National Bank (former)	103 Yass Street	Lot B, DP 155194	Local	I108
Gunning	Manufacturers Mutual Insurance Building	105–107 Yass Street	Lot 2, DP 611991	Local	I109
Gunning	Pye Cottage	121 Yass Street	Lot 4, DP 843551	Local	I110
Gunning	Upper Lachlan Shire Council Office and Chambers (former Gunning Shire Council)	123 Yass Street	Lots 9 and 10, Section 9, DP 758493	Local	I111
Gunning	Building known as "Collingwood"	5 km northeast of Gunning	Lot 1, DP 592291	Local	I113
Laggan	Presbyterian Church Circa 1876 (former)	Laggan Road	Lot 14, Section 4, DP 1698	Local	I114
Laggan	Laggan Hotel	Peelwood Road	Lot 3, Section 2, DP 1697	Local	I118
Laggan	Laggan Memorial Hall	Peelwood Road	Lot 69, DP 753043	Local	I117
Laggan	Laggan Public School—Former Blue Stone Public School with attached residence (1882)	Peelwood Road	Lot 1, DP 356233; Lot 70, DP 753043	Local	I116
Laggan	St Andrew's Catholic Church	Peelwood Road corner of Redground Heights Road	Lot 1, DP 583484, N 6187734.77 m, E 181024.57 m	Local	I119
Laggan	Cemetery	off Peelwood Road	Lot 1, DP 903900, N 6189351.10 m, E 181787.48 m	Local	I120
Laggan	All Saints Anglican Church	Woodhouselee Road	Lot 4, Section 8, DP 1698	Local	I115
Myrtleville	Hillcrest	Hillcrest Road	Lot 3, DP 750046	Local	I122
Myrtleville	Flour Mill	3408 Taralga Road	Lot 2, DP 1035853	Local	I121
Myrtleville	Myrtleville School	3518 Taralga Road	Lot 1, DP 741714	Local	I123
Pejar	St Stephen's Anglican Church	St Stephens Road	Lot 2, DP 597197	Local	I124
Pomeroy	Pomeroy Mill Ruins	Mill Road Wollondilly River	Lot 1, DP 608301	Local	I125
Roslyn	War Memorial Hall	1420 Woodhouselee Road	Lot 11, DP 851161	Local	I126
Taralga	Taralga Hospital (former)	54 Bunnaby Street	Lot A, DP 154642	Local	I127

Schedule D

Suburb	Item name	Address	Property description	Significance	Item number
Taralga	St Luke's Anglican Church and Rectory	25-27 Court Street 59 Martyn Street	Lot 16, Section 3, DP 967169; Lot 2, DP 739262	Local	I128
Taralga	Presbyterian Church	20-22 Hillas Street	Lot 102, DP 786047	Local	I130
Taralga	Strathaird School	Laggan—Taralga Road corner Scabben Flat Road	Lot 75, DP 667304	Local	I131
Taralga	Catholic Church of Christ the King	Macarthur Street	Lot 3, DP 816409	State	I136
Taralga	Anvil Hotel (site)	26 Macarthur Street	Lot 42, Section 6, DP 976169	Local	I132
Taralga	Whiting's Store—two-storey building (circa 1857)	27-29 Macarthur Street	Lot 69, Section 10, DP 976169	Local	I133
Taralga	Overseer's House (Denning's)	31 Macarthur Street	Lot 1, DP 738634	Local	I134
Taralga	Slab Cottage	50 Macarthur Street	Lot 2, DP 198885	Local	I135
Taralga	Convict Flogging Tree Sites	East side Macarthur Street corner 18 Court Street	Lot 45, Section 6, DP 976169; Lot 72, Section 10, DP 976169	Local	I137
Taralga	Archaeological Historical Site Complex	974 Mares Forest Road	Lot 9, DP 757044	Local	I138
Taralga	Richlands Homestead and Outbuildings including Butter Factory, Silos, Shearing Shed and Grave Sites	5264 Oberon Road corner Wombeyan Caves Road and 5163 Oberon Road	Lot 4, DP 875268	Local	I139
Taralga	Taralga Hotel	24 Orchard Street	Lot 28, DP 601100	Local	I140
Taralga	Tynan's Residence Telegraph office	26 Orchard Street	Lot 27, DP 554811	Local	I141
Taralga	Court House (former)	27 Orchard Street	Lot 1, DP 782783	Local	I142
Taralga	War Memorial	27 Orchard Street	Lot 1, DP 782783	Local	I144
Taralga	Miss Croke's Tearooms now Lilac Cottage B & B (circa 1880)	28 Orchard Street	Lot 4, DP 736475	Local	I145
Taralga	Post Office	29 Orchard Street	Lot 258, DP 750017	Local	I146
Taralga	Bank of New South Wales (former)	32 Orchard Street	Lot 2, DP 1016289	Local	I147
Taralga	Residence	33 Orchard Street	Lot 2, DP 995232	Local	I149
Taralga	Goodhew Bros store (cafe)	33A Orchard Street	Lot 3, DP 995232	Local	I148
Taralga	Memorial Hall	41 Orchard Street	Lot X, DP 157927; Lot Y, DP 159216	Local	I150
Taralga	Whiting's store	54 Orchard Street	Lot 1, DP 711594	Local	I151
Taralga	Two-storey stone building	56 Orchard Street	Lot 1, DP 32666	Local	I152

Schedule D

Suburb	Item name	Address	Property description	Significance	Item number
Taralga	Argyle Inn	80 Orchard Street	Lot 11, DP 719685	Local	I153
Taralga	Wesleyan/Methodist Church (former)	85-87 Orchard Street	Lot 1, DP 661143	Local	I154
Taralga	Cordial Factory	90 Orchard Street	Lot 2, DP 997992	Local	I155
Taralga	Taralga Public School—buildings B00A (1927) and B00D (1878)	95-97 Orchard Street	Lot 53, Section 8, DP 976169; Lot 1, DP 369109	Local	I156
Taralga	Pound Keeper's Residence (former)	10 Pound Street	Lot 75, DP 996708	Local	I157
Taralga	Stonequarry General Cemetery	Stonequarry Road	Lots 1-9, DP 724374; Lot 7300, DP 1142282	Local	I129
Taralga	Railway Station	Taralga Road	Lot 22, DP 1042506	Local	I158
Taralga	Showground	Walsh Street	Lot 251, DP 750017	Local	I159
Tarlo	Tarlo River National Park	Tarlo via Taralga Road	Tarlo River National Park	Local	I160
Tuena	The Bookkeepers Cottage		Lot 1, Section 15, DP 759000	Local	I161
Tuena	Culverts	Abercrombie Road	N 6233072.60m; E 159201.73m; N 6233506.15m; E 159031.93m; N 6233697.90m; E 159053.59m	Local	I162
Tuena	Parson's General Store	Bathurst Street	Lot 2, DP 1003534	Local	I164
Tuena	St Margaret's Presbyterian Church	Bathurst Street	Lot 2, Section 20, DP 759000	Local	I165
Tuena	St Mark's Anglican Church	Bathurst Street	Lot 1, DP 868984	Local	I166
Tuena	St Mary's Catholic Church	Bathurst Street	Lot 4, Section 17, DP 759000	Local	I167
Tuena	Tuena Public School (former)	Bathurst Street	Lot 1, Section 16, DP 759000; Lot 2, DP 1045238	Local	I168
Tuena	Goldfield's Inn Hotel	1 Bathurst Street	Lot 3, Section 16, DP 759000	Local	I163
Woolshed Creek	Woolwash and shearing shed	4595 Oberon Road	Lot 1, DP 869567	Local	I169
Wollogorang	Rose Lagoon	6334 Federal Highway	Lot 272, DP 725921	Local	I170
Wombeyan Caves	Wombeyan Caves Area	Wombeyan Caves Road	Wombeyan Caves	Local	I171
Yalbraith	Presbyterian Church (former)	490 Yalbraith Road	Lot 155, DP 753063	Local	I172

Schedule E

Notice to Purchasers of Rural Land in the Upper Lachlan Local Government Area

1. Upper Lachlan Shire Council supports the rights of persons to carry out legitimate rural and agricultural uses and practices on rural land.
2. Upper Lachlan Shire Council will not support any action to interfere with the legitimate rural and agricultural use of rural land, where such activities or uses are carried out in accordance with industry standards relevant regulations or approvals. Council wishes to point out that some of the activities listed in Point 3 will have required formal consent of Council and/or Government agencies.
3. Some of the following activities must gain formal consent from Council and/or Government Agencies. Intending purchasers are advised that legitimate rural and agricultural uses of land may include:
 - Aerial and ground agricultural spraying
 - Animal husbandry and associated practices (including castration, dehorning & mulesing etc)
 - Bush fire hazard reduction
 - Clearing and cultivation of land
 - Construction of dams, drains, landfill and contour banks
 - Construction of fire breaks
 - Dairies
 - Driving livestock on roads
 - Fencing and stock yards
 - Logging of timber
 - Machinery sheds and rural outbuildings
 - Pumping and irrigation
 - Rural industries
 - Tourist facilities
 - Silage production
 - Slashing, mowing, hay making and crop harvesting
 - Traffic on unsealed roads
 - Use and repair of agricultural machinery, tractors, chainsaws etc.
4. Intending purchasers of rural land who consider they may have difficulty in living with the above practices or any other genuine rural practice being carried out on nearby land should seriously consider their position with respect to purchasing in a rural area. Many rural and agricultural practices, by necessity, are carried out very early in the morning or late into the evening.

Schedule E

Notice to Purchasers of land in the Upper Lachlan Local Government Area

Threatened Species

Threatened species, populations or ecological communities or their habitats are known in the Upper Lachlan Shire Council area.

It is an offence to remove, harm, pick or damage threatened species or their habitat. The *National Parks and Wildlife Act 1974* carries severe penalties for the destruction of threatened species or their habitat, unless the activity is licenced under the *National Parks and Wildlife Act 1974* or is being undertaken as part of an approval given under the *Environmental Planning and Assessment Act 1979*.

Further information regarding the occurrence and significance of this species on your property and their likely protection requirements can be obtained from the Office of Environment and Heritage on (02) 62 297 188 or Upper Lachlan Shire Council on (02) 48 301 000.

Note: The provision of this information does not mean occurrences or otherwise of threatened species on your property.

However, a fauna and flora survey may be necessary prior to lodging a Development Application.

Upper Lachlan Shire Council

Planning Certificate for

Property with address: Mount Rae Road TARALGA

Land Description of: Lot 48 DP 753058 Parish of TYRL TYLR

To:	Applicant: Info Track GPO Box 4029 SYDNEY NSW 2001	Certificate No : 312/19 Date: 1/10/2019 Fee: \$53.00
	Applicant's Reference: 190036	Receipt No : 488036
	Owner: TM Kirton	
	Assessment No. 8494	

Section 10.7(2)

For the purpose of section 10.7 (2) of the *Environmental Planning and Assessment Act 1979* it is advised that, as at the date of this certificate the land described above is affected by the matters referred to in Column I in the manner set out in Column II of the following table.

Column I	Column II
1 Names of relevant planning instruments and DCPs	
(1) Environmental planning instruments applying to the carrying out of development on the land.	Upper Lachlan Local Environmental Plan 2010 and as specified in Schedule A.
(2) Proposed environmental planning instrument, including a planning proposal for a local environmental plan or a draft environmental planning instrument that is, or has been the subject of community consultation or on public exhibition under the Act.	n/a
(3) Development Control Plan applying to the land that has been prepared by the council under section 72 of the Act.	Upper Lachlan Shire Council Development Control Plan 2010 applies to the land.
2 Zoning and land use under relevant LEPs	
For each environmental planning instrument or proposed instrument applying to the land (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):	
(a) The identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)").	Upper Lachlan Local Environmental Plan 2010 zones the land: RU2 Rural Landscape
(b) The purposes for which the instrument provides that development may be carried out within the zone without the need for development consent, (c) The purposes for which the instrument provides that development may not be carried out within the zone except with development consent, (d) The purposes for which the instrument provides that development is prohibited within the zone	The purposes for which development may be carried out within the zone or zones without and with development consent, or the purposes for which the carrying out of development is prohibited within the zone or zones, are listed in the extract of the Land Use Table of Upper Lachlan Local Environmental Plan 2010 attached as Schedule B.
(e) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.	Minimum land dimensions so fixed: <ul style="list-style-type: none"> • Minimum Lot Size - AB2 - 40 hectares In accordance with Upper Lachlan Local Environmental Plan 2010, the following clauses are deemed to be applicable: <ul style="list-style-type: none"> - Clause 4.1 - Clause 6.6 (for Zone RU1 Primary Production, Zone RU2 Rural Landscape, Zone RU4 Primary Production Small Lots, Zone E2 Environmental Conservation, Zone E3 Environmental) - Clause 6.9 - Clause 6.10 (for Zone RU5 Village and Zone R5 Large Lot Residential) These clauses are included in Schedule C.
(f) whether the land includes or comprises critical habitat	The NSW Office of Environment and Heritage has advised Council that there is no critical habitat within the Upper Lachlan Shire.
(g) whether the land is in a conservation area (however described)	Not applicable
(h) whether an item of environmental heritage (however described) is situated on the land	No Items of environmental heritage are listed in Schedule D.

Column I	Column II
<p>3 Complying Development</p> <p>Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A and 1.19 of <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i>.</p> <p>Disclaimer:</p> <p>This certificate only addresses matters raised in clause 1.19 of <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Codes SEPP)</i>.</p> <p>It is your responsibility to ensure that you investigate the affect of the general land exemptions identified in Column II for relevance to the land and Complying Development.</p> <p>It is your responsibility to ensure that you comply with any other general requirements of the <i>Codes SEPP</i>.</p> <p>Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the <i>Codes SEPP</i> is invalid.</p>	<p>Housing Code</p> <p>Complying development under the General Housing Code may be carried out.</p> <p>Rural Housing Code</p> <p>Complying development under the Rural Housing Code may be carried out.</p> <p>Note: If the land is a lot to which the Rural Housing Code (within the meaning of the <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> applies, complying development may be carried out on any part of the lot that is not affected by the provisions of clause 1.19 of that Policy.</p> <p>Housing Alterations Code</p> <p>Complying Development under the Housing Alterations Code may be carried out.</p> <p>General Development Code</p> <p>Complying Development under the General Development Code may be carried out.</p> <p>Commercial and Industrial Alterations Code</p> <p>Complying Development under the Commercial and Industrial Code may be carried out.</p> <p>Commercial and Industrial (New Buildings and Alterations) Code</p> <p>Complying Development under the Commercial and Industrial (New Buildings and Alterations) Code may be carried out only in Zone B2, B4, IN2, SP1 or SP2 for development specified by the Code.</p> <p>Container Recycling Facilities Code</p> <p>Complying Development under the Container Recycling Facilities Code may be carried out only in Zone B2, B4 and IN2 for development specified by the Code.</p> <p>Subdivisions Code</p> <p>Complying Development under the Subdivisions Code may be carried out for development specified by the Code.</p> <p>Demolition Code</p> <p>Complying Development under the Demolition Code may be carried out for development specified by the Code.</p> <p>Fire Safety Code</p> <p>Complying Development under the Fire Safety Code may be carried out for development specified by the Code.</p> <p>Note: If only a part of a lot is land to which this clause applies, complying development must not be carried out on any part of that lot</p>
<p>4 Coastal protection</p> <p>Whether or not the land is affected by the operation of section 38 or 39 of the <i>Coastal Protection Act 1979</i>, but only to the extent that the council has been so notified by the Department of Finance, Services and Innovation.</p>	<p>The land is not affected.</p>
<p>5 Mine subsidence</p> <p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the <i>Mine Subsidence Compensation Act 1961</i>.</p>	<p>The land has not been proclaimed.</p>

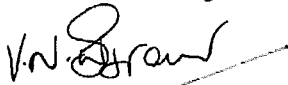
Column I	Column II
<p>6 Road widening and road realignment Whether or not the land is affected by any road widening or road realignment under:</p> <p>(a) Division 2 of Part 3 of the <i>Roads Act 1993</i>, or (b) any environmental planning instrument, or (c) any resolution of the Council</p>	The land is not affected.
<p>7 Council and other public authority policies on hazard risk restrictions Whether or not the land is affected by a policy:</p> <p>(a) adopted by the council, or (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,</p> <p>that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).</p>	<p>Bush Fire: Planning for Bush Fire Protection 2006 Land Contamination: Managing Land Contamination Planning Guidelines <i>State Environmental Planning Policy No 55 – Remediation of Land</i></p>
<p>7A Flood related development controls information</p> <p>(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.</p> <p>(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.</p>	<p>No Refer to clause 6.1 <i>Upper Lachlan Local Environmental Plan 2010</i>. Note: Flood Studies for the villages of Crookwell, Gunning, Taralga and Collector were adopted by Council on 19.12.2013 with the Floodplain Risk Management Study and Plan (FRMSP) adopted on 20.7.2017. The Flood Policy included in the FRMSP sets out specific requirements and criteria for development in flood liable areas.</p>
<p>8 Land reserved for acquisition Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Item 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.</p>	The land is not affected.
<p>9 Contributions plans The name of each contributions plan applying to the land.</p>	Upper Lachlan Development Contributions Plan 2007 (adopted by Council 26 July 2007) applies to the land.
<p>9A Biodiversity certified land If the land is biodiversity certified land under Part 8 of the <i>Biodiversity Conservation Act 2016</i>, a statement to that effect Note. Biodiversity certified land includes land certified under Part 7AA of the <i>Threatened Species Conservation Act 1995</i> that is taken to be certified under Part 8 of the <i>Biodiversity Conservation Act 2016</i>.</p>	No
<p>10 Biobanking agreements If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the <i>Biodiversity Conservation Act 2016</i>, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive Office of Environment and Heritage). Note. Biodiversity stewardship agreements include biobanking agreements under Part 7A of the <i>Threatened Species Conservation Act 1995</i> that are taken to be biodiversity stewardship agreements under Part 5 of the <i>Biodiversity Conservation Act 2016</i>.</p>	No
<p>10A Native vegetation clearing set asides If the land contains a set aside area under section 60ZC of the <i>Local Land Services Act 2013</i>, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section)</p>	No
<p>11 Bushfire prone land If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.</p>	Some of the land is shown as bush fire prone land in Council records.

Column I	Column II
<p>12 Property vegetation plans If the land is land to which a property vegetation plan approved under Part 4 of the <i>Native Vegetation Act 2003</i> (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).</p>	No
<p>13 Orders Under <i>Trees (Disputes Between Neighbours) Act 2006</i> Whether an order has been made under the <i>Trees (Disputes Between Neighbours) Act 2006</i> to carry out work in relation to a tree on the land (but only if council has been notified of the order)</p>	No, Council has not been advised of any order
<p>14 Directions under Part 3A If there is a direction by the Minister in force under section 75P(2)(c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect</p>	No
<p>15 Site compatibility certificates and conditions for seniors housing If the land is land to which <i>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</i> applies: (a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (i) the period for which the certificate is current, and (ii) that a copy may be obtained from the head office of the Department, and a statement setting out any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.</p>	<p><i>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</i> does not apply</p> <p>Not applicable</p>
<p>16 Site compatibility certificates for infrastructure, schools or TAFE establishments A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (a) that period for which the certificate is valid, and that a copy may be obtained from the head office of the Department.</p>	No
<p>17 Site compatibility certificates and conditions for affordable rental housing (1) A statement whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (a) that period for which the certificate is valid, and (b) that a copy may be obtained from the head office of the Department (2) A statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i> that have been imposed as a condition of consent to a development application in respect of the land.</p>	No
<p>18 Paper subdivision information (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot. (2) The date of any subdivision order that applies to the land.</p>	No

Column I	Column II
<p>19 Site verification certificates</p> <p>A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:</p> <p>(a) the matter certified by the certificate, and (b) the date on which the certificate ceases to be current (if any), and</p> <p>Note. A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land – see Division 3 of Part 4AA of <i>State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007</i>.</p>	No
<p>20 Loose-fill asbestos insulation</p> <p>If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <i>Home Building Act 1989</i>) that are listed on the register that is required to be maintained under that Division.</p>	No
<p>Section 59 (2) of the Contaminated Land Management Act 1997</p> <p>The following matters are prescribed under Section 59 (2) of the <i>Contaminated Land Management Act 1997 (that Act)</i></p>	
<p>(a) the land to which the certificate relates is significantly contaminated land with the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,</p>	No
<p>(b) the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,</p>	No
<p>(c) the land to which the certificate relates is subject of an approved voluntary management proposal within the meaning of that Act – if it is subject to such an approved proposal at the date when the certificate is issued,</p>	No
<p>(d) the land to which the certificate relates is the subject to an ongoing maintenance order within the meaning of that Act – if it is the subject to such an order at the date when the certificate is issued,</p>	No
<p>(e) the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.</p>	No

Section 10.7(5)

On application made to the Council and the payment of the Council prescribed fee, advice is provided pursuant to Section 10.7(5) of the *Environmental Planning and Assessment Act 1979* on such other relevant matters, affecting the land, of which the Council may be aware.



Viv Straw
Manager of Environment and Planning
 for

JK Bell
General Manager

Attachments

Schedule A

Schedule B

Schedule C

Schedule D

Schedule E – Notice to purchasers of rural land in the Upper Lachlan Local Government Area
 – Notice to purchasers of land in the Upper Lachlan Local Government Area

Schedule A

The following State Environmental Planning Policies apply to the land and are required to be notified in this certificate.

State Environmental Planning Policies

- **State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004**
This policy aims to encourage the provision of housing that will increase the supply and diversity of housing that meets the needs of older people or people with a disability.
- **State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004**
This policy operates in conjunction with *Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX)* to ensure effective introduction of BASIX in NSW. Applicable to Regional NSW from 1 July 2005.
- **State Environmental Planning Policy (State Significant Precincts) 2005**
The SEPP lists State Significant Precincts and identifies requirements for development in these areas.
- **State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007**
This policy aims to provide for the proper management and development of mining, petroleum production and extractive material resources; to facilitate the orderly use and development of areas where the resources are located; and to establish appropriate planning controls to encourage sustainable management of these resources. The policy repealed SEPP 37 and SEPP 45 as well as provisions in numerous other planning instruments.
- **State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007**
This policy provides for the erection of temporary structures and various other development types while protecting public safety and local amenity. The SEPP supports the transfer of the regulation of temporary structures (such as tents, marquees and booths) from the *Local Government Act 1993* to the *Environmental Planning and Assessment Act 1979*.
- **State Environmental Planning Policy (Infrastructure) 2007**
This policy provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency.
- **State Environmental Planning Policy (Rural Lands) 2008**
The aim of this policy is to facilitate the orderly and economic use and development of rural lands for rural and related purposes.
- **State Environmental Planning Policy (Exempt and Complying Development Codes) 2008**
This policy streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application.
- **State Environmental Planning Policy (Affordable Rental Housing) 2009**
This policy establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work and facilitate development of housing for the homeless and other disadvantaged people.
- **State Environmental Planning Policy (State and Regional Development) 2011**
This policy aims to identify development that is State significant development, State significant infrastructure and critical State significant infrastructure. It also confers functions on junction regional planning panels to determine development applications.
- **State Environmental Planning Policy (Sydney Drinking Water Catchment) 2011**
This policy replaces Drinking Water Catchments Regional Environmental Plan No 1 (DWCREP) and maintains the same hydrological catchment boundary of the DWREP. The policy aims to: provide for healthy water catchments that will deliver high quality water while permitting development that is compatible with that goal, provide that development must have a neutral or beneficial effect on water quality, and support the maintenance or achievement of the water quality objectives for the Sydney drinking water catchment. This policy commenced on 1 March 2011.

Schedule A

State Environmental Planning Policies continued

- **State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017**
This policy classifies the types of early childhood education and care facilities that can be assessed as exempt and complying development and those facilities that will need to go through the local development (DA) process. The SEPP and the Guideline contain key requirements from the national law so that new facilities are appropriately designed and built.
- **State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017**
This policy works together with the *Biodiversity Conservation Act 2016* and the *Local Land Services Amendment Act 2016* to create a framework for the regulation of clearing of native vegetation in NSW. The SEPP will ensure the biodiversity offset scheme (established under the Land Management and Biodiversity reforms) will apply to all clearing of native vegetation that exceeds the offset thresholds in urban areas and environmental conservation zones that does not require development consent.
- **State Environmental Planning Policy No 21 – Caravan Parks**
This policy aims to encourage the orderly and economic use and development of land used or intended as a caravan park.
- **State Environmental Planning Policy No 30 – Intensive Agriculture**
This policy aims to require consent for cattle feed lots, piggeries and to expand the definition of the term "rural industry" so as to include within the meaning of that term composting facilities and works, including facilities and works for the production of mushroom substrate.
- **State Environmental Planning Policy No 33 – Hazardous and Offensive Development**
This policy aims to define and regulate "hazardous and offensive industries".
- **State Environmental Planning Policy No 36 – Manufactured Home Estates**
This policy identifies where Manufactured Homes Estates (MHEs) may be permitted and establishes criteria for the granting of development consent to these estates and enables, with development consent, the subdivision of MHEs, provided such subdivision complies with the provisions of the *Local Government (Manufactured Home Estates) Regulation 1993*.
- **State Environmental Planning Policy No 44 – Koala Habitat Protection**
This policy aims to encourage the proper conservation and management of areas of natural vegetation that provide habitat for koalas.
- **State Environmental Planning Policy No 50 – Canal Estate Development**
This policy aims to prohibit canal estate development as described in the policy.
- **State Environmental Planning Policy No 55 – Remediation of Land**
This policy aims to promote the remediation of contaminated land for the purpose of reducing the risk of harm to human health or any other aspect of the environment.
This policy applies to the whole state, to ensure that remediation is permissible development and is always carried out to a high standard. It specifies when consent is required for remediation and lists considerations that are relevant when rezoning land and determining development applications.
- **State Environmental Planning Policy No 62 – Sustainable Aquaculture**
This policy encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identify and categorise aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where there are potential environmental risks.
- **State Environmental Planning Policy No 64 – Advertising and Signage**
This policy aims to regulate signage.
- **State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development**
This policy aims to improve and control the design quality of "residential apartment development" by regulating residential flat buildings of 3 or more storeys and 4 or more self-contained dwellings but does not extend to buildings commonly referred to as "town houses" or "villas" where the dwelling units are side by side rather than on top of each other.

Schedule B

Extract Upper Lachlan Local Environmental Plan 2010

Attached is the extract of the Land Use Table from *Upper Lachlan Local Environmental Plan 2010* for the relevant zone.

Zone RU2 Rural Landscape

1. Objectives of zone

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To maintain the rural landscape character of the land.
- To provide for a range of compatible land uses, including extensive agriculture.
- To preserve environmentally sensitive areas including waterways and prevent inappropriate development likely to result in environmental harm.
- To protect the Pejar catchment area from inappropriate land uses and activities and minimise risk to water quality.
- To minimise the visual impact of development on the rural landscape.
- To minimise the impact of development on the existing agricultural landscape character.
- To protect and enhance the water quality of watercourses and groundwater systems and to reduce land degradation.
- To maintain areas of high conservation value vegetation.

2. Permitted without consent

Building identification signs; Business identification signs; Environmental protection works; Extensive agriculture; Farm buildings; Home-based child care; Home occupations

3. Permitted with consent

Bed and breakfast accommodation; Cellar door premises; Dwelling houses; Farm stay accommodation; Garden centres; Hardware and building supplies; Landscaping material supplies; Light industries; Plant nurseries; Restaurants or cafes; Roads; Roadside stalls; Rural supplies; Secondary dwellings; Timber yards; Any other development not specified in item 2 or 4

4. Prohibited

Amusement centres; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Charter and tourism boating facilities; Centre-based child care facilities; Commercial premises; Crematoria; Eco-tourist facilities; Entertainment facilities; Exhibition homes; Exhibition villages; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Registered clubs; Residential accommodation; Respite day care centres; Restricted premises; Service stations; Sex services premises; Storage premises; Tourist and visitor accommodation; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Water recreation structures; Wharf or boating facilities; Wholesale supplies

Schedule C

Extract Upper Lachlan Local Environmental Plan 2010

Attached are the following relevant clauses under *Upper Lachlan Local Environmental Plan 2010*.

Clause 4.1

4.1 Minimum subdivision lot size

- (1) The objectives of this clause are as follows:
 - (a) to provide minimum subdivision lot sizes for all zones.
- (2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause does not apply in relation to the subdivision of individual lots in a strata plan or community title scheme.

Clause 6.6

Note: This clause is only applicable to Zone RU1 Primary Production, Zone RU2 Rural Landscape, Zone RU4 Primary Production Small Lots, Zone E2 Environmental Conservation, Zone E3 Environmental Management

6.6 Erection of dwelling houses on land in certain rural and environmental protection zones

- (1) The objectives of this clause are as follows:
 - (a) to minimise unplanned rural residential development,
 - (b) to enable the replacement of lawfully erected dwelling houses in rural and environmental protection zones.
- (2) This clause applies to land in the following zones:
 - (a) Zone RU1 Primary Production,
 - (b) Zone RU2 Rural Landscape,
 - (c) Zone RU4 Primary Production Small Lots,
 - (d) Zone E2 Environmental Conservation,
 - (e) Zone E3 Environmental Management.
- (3) Development consent must not be granted for the erection of a dwelling house on a lot in a zone to which this clause applies, and on which no dwelling house has been erected, unless the lot is:
 - (a) a lot that is at least the minimum lot size specified for that lot by the Lot Size Map, or
 - (b) a lot created before this Plan commenced and on which the erection of a dwelling house was permissible immediately before that commencement, or
 - (c) a lot resulting from a subdivision for which development consent (or equivalent) was granted before this Plan commenced and on which the erection of a dwelling house would have been permissible if the plan of subdivision had been registered before that commencement.

Note. A dwelling cannot be erected on a lot created under clause 9 of *State Environmental Planning Policy (Rural Lands) 2008* or clause 4.2.

Schedule C

- (4) Despite subclause (3), development consent must not be granted for the erection of a dwelling house on a lot to which clause 14 (2) (a) of the *Crookwell Local Environmental Plan 1994* applied and on which the erection of a dwelling house would only have been permissible before this Plan commenced by virtue of that provision.
- (5) Despite any other provision of this clause, development consent may be granted for the erection of a dwelling house on land in a zone to which this clause applies if:
 - (a) there is a lawfully erected dwelling house on the land and the dwelling house to be erected is intended only to replace the existing dwelling house, or
 - (b) the land would have been a lot referred to in subclause (3) had it not been affected by:
 - (i) a minor realignment of its boundaries that did not create an additional lot, or
 - (ii) a subdivision creating or widening a public road or public reserve or for another public purpose.

Clause 6.9

Note: This clause is applicable to all zones

6.9 Essential services

Development consent must not be granted to development unless the consent authority is satisfied that those of the following services that are essential for the proposed development are available or that adequate arrangements have been made to make them available when required:

- (a) the supply of water,
- (b) the supply of electricity,
- (c) the disposal and management of sewage,
- (d) stormwater drainage or on-site conservation,
- (e) suitable road access.

Schedule D

Schedule 5 Environmental heritage – Upper Lachlan Local Environmental Plan 2010 (Current version for 1 September 2017 to date)

(Clause 5.10)

Part 1 Heritage items

Suburb	Item name	Address	Property description	Significance	Item number
Bannaby	St Matthew's Anglican Church and Churchyard	Bannaby Road	Lot 71, DP 1108269	Local	14
Bannaby	Hillas Farm Homestead and Outbuildings	47 Hanworth Road	Lot 1, DP 598080	Local	11
Bannaby	Bunnaby Homestead	77 Hanworth Road (adjacent to Hillas Farm)	Lot 28, DP 819589	Local	12
Bannaby	Bannaby Shearing Shed circa 1886	262 Hanworth Road (Junction of Bannaby Road)	Lot 29, DP 819589	Local	13
Bigga	Bigga General Cemetery	Northeast of town	Lot 7003, DP 1026239	Local	15
Bigga	Catholic Church	Bigga Street corner Mulgowrie Street	Lot 20, Section 6, DP 758104	Local	16
Bigga	Bigga War Memorial Hall	Binda Street	Lots 3 and 4, Section 8, DP 758104	Local	17
Bigga	All Saints Church of England	Crookwell Street	Lot 11, Section 8, DP 758104	Local	18
Bigga	Bigga Public School—Building B00A (1916)	Grabine Road	Lot 206, DP 753041	Local	110
Binda	Binda Cemetery	Herbert Street	Lot 1, DP 1124760; Lot 1, DP 1124768; Lot 7013, DP 1141568	Local	19
Binda	Funny Hill, National School	Junction Point Road (Eastern Side)	Part Lot 3, DP 1003133	Local	111
Binda	Kangaloolah Creek Bridge (DMR 1941)	Junction Point Road	N 6198614.94 m, E 164130.53 m	Local	112
Binda	Markdale—stone cottages	462 Mulgowrie Road	Part of Lot 2, DP 753045	Local	114
Binda	St. James Anglican Church (1864, Rev R Leigh)	Queen Street	Lots 2, 3 and 4, Section 32, DP 758110 and Lot 5, DP 1119746	Local	115
Binda	Post Office and Store (former)	Queen Street	Lot 1, DP 789104	Local	116
Binda	The Mill	Queen Street	Lot 8, Section 32, DP 758110	Local	118
Binda	Rose Cottage	Queen Street corner of Bishop Street	Lot 10, DP 580600	Local	117
Binda	Old Salisbury Private Cemetery	"Glengarry" Off Salisbury Road	Portion 52, DP 753041	Local	119
Breadalbane	Wet Lagoon Nature Reserve (Crown)	Breadalbane Road	Lot 1, DP 48390	Local	127
Breadalbane	Breadalbane Public School—Building B00A (1910)	Collector Road	Lot 1, DP 317687	Local	121

Schedule D

Suburb	Item name	Address	Property description	Significance	Item number
Breadalbane	St Silas Anglican Church	Collector and Cullerin Roads (corner of)	Lot 1, DP 334350	Local	120
Breadalbane	Rosythe	123 Cullerin Road	Lot 1, DP 841406	Local	125
Breadalbane	Buildings known as Raeburn and Stables Raeburn Homestead	Old South Road	Lot 5, DP 569308	Local	124
Breadalbane	St Brigid's Roman Catholic Church	Old South Road	Lot 87, DP 750035	Local	126
Breadalbane	Building known as Sweetwood Lea (formerly Archers Inn /Hotel Breadalbane)	274 Old South Road	Lot 1, DP 604947	Local	123
Burra Burra Lake	Burra Lake School (former)	320 Snipe Flat Road	Lot 163, DP 753063	Local	128
Chatsbury	Christ Church Anglican Cemetery	Chatsbury	Lot 8, DP 918413	Local	129
Collector	Collector Memorial Hall	Bourke Street	Lot 11, DP 1046757	Local	134
Collector	St Bartholomew's Roman Catholic Church	Bourke Street	Lots 1, 2 and 3, DP 126018	Local	133
Collector	Uniting Church	Bourke Street	Lots 1, 2, 3, 4, 5, 6, 7 and 8, DP 194674	Local	131
Collector	Uniting Church Cemetery	Bourke Street	Lots 1, 2, 3, 4, 5, 6, 7 and 8, DP 194674	Local	132
Collector	The Ben Hall Sites—Bushranger Hotel (formerly known as Kimberley's Commercial Hotel and Kimberley's Inn)	24 Church Street	Lot 3, DP 554640	State	130
Collector	Collector Public School—Building B00A (1916) and School Residence (1916)	Lorn Street	Lot 1, DP 724358	Local	135
Collector	Wheat Sheaf Inn (former)	Murray Street	Lots 1 and 2, Section 1, DP 995869	Local	137
Collector	Collector Inn	7 Murray Street	Lot 3, Section 3, DP 995869	Local	136
Crooked Corner	Five Mile Tree Public School—Building B00A (1927)	427 Bigga Road	Lot 81, DP 753028	Local	138
Crooked Corner	St Andrew's Church	513 Bigga Road	Lot 87, DP 753045	Local	113
Crookwell	Crookwell River Bridge	Binda Road	N 6181703.18m; E 175333.35m	Local	139
Crookwell	Crookwell Railway Station and Yard Group	Northern end of Colyer Street Goulburn—Crookwell Railway	SRA Land Long E 149.47546764 Lat S 34.45781033	State	140

Schedule D

Suburb	Item name	Address	Property description	Significance	Item number
Crookwell	"Normanton" residence	4103 Crookwell Road	Lot 1, DP 804038	Local	141
Crookwell	Crookwell Public School—Buildings B00A (1897), B00B (1886) and residence (1890)	Denison Street	Lots 6A, 7, 8 and 9, DP 758308	Local	160
Crookwell	Memorial Hall	Denison Street	Lot 1, DP 725567; Lot B, DP 374158	Local	163
Crookwell	St Bartholomew's Church of England	15–19 Denison Street	Lots 9 and 10, Section 18, DP 758308	Local	161
Crookwell	Masonic Hall	44 Denison Street	Lot 1, DP 1093672	Local	162
Crookwell	Pejar Creek Underbridge	Goulburn Road	Pejar Dam	Local	143
Crookwell	"Gundowringa" Homestead	2976 Goulburn Road	Part of Lot 2, DP 1091383	Local	142
Crookwell	Wheat Sheaf Inn ruins	"Kyamma", 4147 Goulburn Road	Part of Lot 6, DP 883430	Local	144
Crookwell	Courthouse Group—Courthouse (1891) former magistrates residence and lock up	9–31 Goulburn Street	Lots 4, 5 and 7, Section 9, DP 758308	Local	145
Crookwell	Spud Murphy's Inn (formerly Millhouse Inn)	10–12 Goulburn Street	Lot 1, DP 126542; Lot 2, Section 8, DP 758308	Local	166
Crookwell	Commercial Hotel	34 Goulburn Street	Lot 2, DP 800629	Local	146
Crookwell	Bryant's Bakery	41 Goulburn Street	Lot 2, DP 912248	Local	147
Crookwell	Commercial building	48 Goulburn Street	Lot 1, Section 7, DP 758308	Local	148
Crookwell	Criterion Hotel	76 Goulburn Street	Lot 3, DP 237150	Local	151
Crookwell	Lynham's Café	77 Goulburn Street	Lot 1, DP 121587	Local	149
Crookwell	Commonwealth Bank	79–81 Goulburn Street	Lot 1, DP 920352	Local	150
Crookwell	Post Office	83–85 Goulburn Street	Lot 1, DP 910265	Local	152
Crookwell	Catherine's Café Bakery Deli	87 Goulburn Street	Lot 2, DP 305613	Local	153
Crookwell	Pedley's Buildings	92–98 Goulburn Street	Lots C and D, DP 358261; Lot B, DP 321497	Local	154
Crookwell	Commercial building—Mendl Thompson Associates	93 Goulburn Street	Lot 1, DP 305613	Local	155
Crookwell	Crookwell Hotel	101 Goulburn Street	Lots C and D, DP 406822	Local	156
Crookwell	Westpac Bank (formerly Bank of NSW)	106–108 Goulburn Street (corner of Spring Street)	Lot 1, DP 314755	Local	157
Crookwell	Goldsworth Theatre (former)	134–138 Goulburn Street	Lot D, DP 350662	Local	158

Schedule D

Suburb	Item name	Address	Property description	Significance	Item number
Crookwell	Coin-Op Laundrette	140 Goulburn Street	Lot A, DP 345501	Local	159
Crookwell	Crookwell District Hospital	13-17 Kialla Road	Lot 1, DP 1160080	Local	164
Crookwell	General Cemetery	Pine Avenue	Lot 7005, DP 94922; Lot 7006, DP 94923; Lot 7007, DP 94924; Lot 7008, DP 94925; Lot 7009, DP 94926	Local	165
Crookwell	Former Mill known as "Stephenson's Mill"	Roberts Street rear of Commercial Hotel	Lot 1, DP 800629	Local	167
Crookwell	Two storey residence "Montrose"	21 Robertson Street	Lot 9, DP 667709	Local	168
Crookwell	Crookwell Truss Bridge (built 1903)	State Road 54	N 6186899.21 m, E 167840.48 m	Local	169
Crookwell	St Mary's Catholic Church	49-57 Wade Street	Lot 112, DP 568697	Local	170
Crookwell	St Mary's Primary School	40-46 Wade Street	Lot 2, DP 531828; Lot 1, DP 300301; Lots 2 and 3, Section 22, DP 758308	Local	171
Curraweela	St John's Anglican Church	6062 Oberon Road	Lot 4, DP 826288	Local	172
Dalton	Dalton Public Hall	Chapel Street	Lot 11, Section 5, DP 758335	Local	175
Dalton	Oddfellows Hall (former) (formerly Good Templars Hall)	Chapel Street	Lot 9, Section 6, DP 758335	Local	174
Dalton	Uniting Church and Cemetery	Chapel Street	Lot 1, DP 194060	Local	173
Dalton	General Cemetery	Dalton Road	Lot 7006, DP 1030208	Local	181
Dalton	Leaf Beds Specimen	Gunning-Dalton Road	Lot 7009, DP 96764	Local	176
Dalton	Royal Hotel	Gunning Street (corner of Chapel Street)	Lot 1, Section 3, DP 758335	Local	177
Dalton	St Matthew's Anglican Church	Jobson Street	Lots 5 and 6, Section 1, DP 758335	Local	178
Dalton	Dalton Public School—Building B00A (1878)	Jobson Street corner Brown Street	Lot 6, Section 9, DP 758335	Local	179
Dalton	Building known as "Eschol"	Corner Loops Road and Starrs Road	Lot 33, DP 754111	Local	180
Dalton	Lampton Creek Ornithological Area	Wheeo Road	Long E 149.275, Lat S 34.6798	Local	182
Golspie	St Michael's Catholic Church	1871 Golspie Road	Lot 1, DP 920870	Local	184
Golspie	School of Arts	1962 Golspie Road	Lot 1, DP 209267	Local	185
Golsple	St Mark's Anglican Church	79 Levels Road	Lot 251, DP 1130041	Local	183
Grabben Gullen	Albion Hotel	Britannia Street (Grabben Gullen Road)	Lot 3, DP 1082543	Local	186

Schedule D

Suburb	Item name	Address	Property description	Significance	Item number
Gunning	St Edmund's Uniting Church and Rectory	Biala Street	Lots 12-16, Section 7, DP 758493	Local	188
Gunning	Masonic Temple (former)	Biala Street	Lot 2, DP 314113	Local	189
Gunning	Anglican Church and surrounding church buildings	28 Biala Street	Lot 1, DP 195327	Local	187
Gunning	Cottage	11 Collector Road	Lots 5 and 6, Section 4, DP 758493	Local	190
Gunning	Building known as "Frankfield Homestead" including Stables, Conservatory, Kitchen Blacksmiths shop, Bath House, garden, trees and dam	Cullerin Road	Lot 4, DP 754110; Part Lot 1, DP 135747	Local	198
Gunning	Building known as "Boureong" formerly "Albert Vale" including later wing and outbuildings	Dalton Road	Lots 1, 2 and 3, DP 1034956; Lot 6, DP 1044008	Local	191
Gunning	Fish River Water Supply	Fish River	Long E 149.314795, Lat S 34.759958	State	192
Gunning	Mundoonen Nature Reserve	Hume Highway	South Western corner of Shire	Local	194
Gunning	Do Duck Inn (formerly Aratula Inn)	22 Hume Street	Lot B, DP 403000; Lot 1, DP 821730	Local	193
Gunning	Gunning railway signal box and movable relics	Main Southern Railway	Long E 149.26116577, Lat S 34.77965476	State	195
Gunning	Gunning Railway Station and yard group	Main Southern Railway	Long E 149.26116577, Lat S 34.77984245	State	196
Gunning	Baltinglass Homestead Archaeological site	"Avondale" Off Medway's Lane	Lot 7, DP 1044008; Lot 1, DP 225975	Local	197
Gunning	Gunning General Cemetery	45-47 Wombat Street	Lots 1-4, Section 25, DP 758493; Lot 7012, DP 1002613; Lot 2, DP 634719	Local	199
Gunning	Gunning District Soldiers Memorial	Yass Street	Lot 10, DP 1035287	Local	1112
Gunning	Hotel Group consisting of Telegraph Hotel	Yass Street	Lot 100, DP 75780	Local	1101
Gunning	London House	62 Yass Street	Lot D, DP 160736	Local	1103
Gunning	Single storey shop	81 Yass Street	Lot 1, DP 770562	Local	1100
Gunning	Coronation Theatre	82 Yass Street	Lots 21 and 22, DP 734267	Local	1102
Gunning	Double storey terrace "Caxton House"	83-85 Yass Street	Lot 1, DP 738637	Local	1104

Schedule D

Suburb	Item name	Address	Property description	Significance	Item number
Gunning	Single storey shop known as "Caxton Cottage"	87 Yass Street	Lot 1, DP 743205	Local	I105
Gunning	Gunning Public School—Buildings B00F (1871), B00G (1910) and B00H (1925)	96 Yass Street	Lot 1, DP 123369; Lot 219, DP 821036	Local	I106
Gunning	Court House, Police Station and Lock Up	101 Yass Street corner of Warrataw Street	Lots 26–28, DP 823512	Local	I107
Gunning	National Bank (former)	103 Yass Street	Lot B, DP 155194	Local	I108
Gunning	Manufacturers Mutual Insurance Building	105–107 Yass Street	Lot 2, DP 611991	Local	I109
Gunning	Pye Cottage	121 Yass Street	Lot 4, DP 843551	Local	I110
Gunning	Upper Lachlan Shire Council Office and Chambers (former Gunning Shire Council)	123 Yass Street	Lots 9 and 10, Section 9, DP 758493	Local	I111
Gunning	Building known as "Collingwood"	5 km northeast of Gunning	Lot 1, DP 592291	Local	I113
Laggan	Presbyterian Church Circa 1876 (former)	Laggan Road	Lot 14, Section 4, DP 1698	Local	I114
Laggan	Laggan Hotel	Peelwood Road	Lot 3, Section 2, DP 1697	Local	I118
Laggan	Laggan Memorial Hall	Peelwood Road	Lot 69, DP 753043	Local	I117
Laggan	Laggan Public School—Former Blue Stone Public School with attached residence (1882)	Peelwood Road	Lot 1, DP 356233; Lot 70, DP 753043	Local	I116
Laggan	St Andrew's Catholic Church	Peelwood Road corner of Redground Heights Road	Lot 1, DP 583484, N 6187734.77 m, E 181024.57 m	Local	I119
Laggan	Cemetery	off Peelwood Road	Lot 1, DP 903900, N 6189351.10 m, E 181787.48 m	Local	I120
Laggan	All Saints Anglican Church	Woodhouselee Road	Lot 4, Section 8, DP 1698	Local	I115
Myrtleville	Hillcrest	Hillcrest Road	Lot 3, DP 750046	Local	I122
Myrtleville	Flour Mill	3408 Taralga Road	Lot 2, DP 1035853	Local	I121
Myrtleville	Myrtleville School	3518 Taralga Road	Lot 1, DP 741714	Local	I123
Pejar	St Stephen's Anglican Church	St Stephens Road	Lot 2, DP 597197	Local	I124
Pomeroy	Pomeroy Mill Ruins	Mill Road Wollondilly River	Lot 1, DP 608301	Local	I125
Roslyn	War Memorial Hall	1420 Woodhouselee Road	Lot 11, DP 851161	Local	I126
Taralga	Taralga Hospital (former)	54 Bunnaby Street	Lot A, DP 154642	Local	I127

Schedule D

Suburb	Item name	Address	Property description	Significance	Item number
Taralga	St Luke's Anglican Church and Rectory	25–27 Court Street 59 Martyn Street	Lot 16, Section 3, DP 967169; Lot 2, DP 739262	Local	I128
Taralga	Presbyterian Church	20–22 Hillas Street	Lot 102, DP 786047	Local	I130
Taralga	Strathaird School	Laggan—Taralga Road corner Scabben Flat Road	Lot 75, DP 667304	Local	I131
Taralga	Catholic Church of Christ the King	Macarthur Street	Lot 3, DP 816409	State	I136
Taralga	Anvil Hotel (site)	26 Macarthur Street	Lot 42, Section 6, DP 976169	Local	I132
Taralga	Whiting's Store—two-storey building (circa 1857)	27–29 Macarthur Street	Lot 69, Section 10, DP 976169	Local	I133
Taralga	Overseer's House (Denning's)	31 Macarthur Street	Lot 1, DP 738634	Local	I134
Taralga	Slab Cottage	50 Macarthur Street	Lot 2, DP 198885	Local	I135
Taralga	Convict Flogging Tree Sites	East side Macarthur Street corner 18 Court Street	Lot 45, Section 6, DP 976169; Lot 72, Section 10, DP 976169	Local	I137
Taralga	Archaeological Historical Site Complex	974 Mares Forest Road	Lot 9, DP 757044	Local	I138
Taralga	Richlands Homestead and Outbuildings including Butter Factory, Silos, Shearing Shed and Grave Sites	5264 Oberon Road corner Wombeyan Caves Road and 5163 Oberon Road	Lot 4, DP 875268	Local	I139
Taralga	Taralga Hotel	24 Orchard Street	Lot 28, DP 601100	Local	I140
Taralga	Tynan's Residence Telegraph office	26 Orchard Street	Lot 27, DP 554811	Local	I141
Taralga	Court House (former)	27 Orchard Street	Lot 1, DP 782783	Local	I142
Taralga	War Memorial	27 Orchard Street	Lot 1, DP 782783	Local	I144
Taralga	Miss Croke's Tearooms now Lilac Cottage B & B (circa 1880)	28 Orchard Street	Lot 4, DP 736475	Local	I145
Taralga	Post Office	29 Orchard Street	Lot 258, DP 750017	Local	I146
Taralga	Bank of New South Wales (former)	32 Orchard Street	Lot 2, DP 1016289	Local	I147
Taralga	Residence	33 Orchard Street	Lot 2, DP 995232	Local	I149
Taralga	Goodhew Bros store (cafe)	33A Orchard Street	Lot 3, DP 995232	Local	I148
Taralga	Memorial Hall	41 Orchard Street	Lot X, DP 157927; Lot Y, DP 159216	Local	I150
Taralga	Whiting's store	54 Orchard Street	Lot 1, DP 711594	Local	I151
Taralga	Two-storey stone building	56 Orchard Street	Lot 1, DP 32666	Local	I152

Schedule D

Suburb	Item name	Address	Property description	Significance	Item number
Taralga	Argyle Inn	80 Orchard Street	Lot 11, DP 719685	Local	I153
Taralga	Wesleyan/Methodist Church (former)	85-87 Orchard Street	Lot 1, DP 661143	Local	I154
Taralga	Cordial Factory	90 Orchard Street	Lot 2, DP 997992	Local	I155
Taralga	Taralga Public School—buildings B00A (1927) and B00D (1878)	95-97 Orchard Street	Lot 53, Section 8, DP 976169; Lot 1, DP 369109	Local	I156
Taralga	Pound Keeper's Residence (former)	10 Pound Street	Lot 75, DP 996708	Local	I157
Taralga	Stonequarry General Cemetery	Stonequarry Road	Lots 1-9, DP 724374; Lot 7300, DP 1142282	Local	I129
Taralga	Railway Station	Taralga Road	Lot 22, DP 1042506	Local	I158
Taralga	Showground	Walsh Street	Lot 251, DP 750017	Local	I159
Tarlo	Tarlo River National Park	Tarlo via Taralga Road	Tarlo River National Park	Local	I160
Tuena	The Bookkeepers Cottage		Lot 1, Section 15, DP 759000	Local	I161
Tuena	Culverts	Abercrombie Road	N 6233072.60m; E 159201.73m; N 6233506.15m; E 159031.93m; N 6233697.90m; E 159053.59m	Local	I162
Tuena	Parson's General Store	Bathurst Street	Lot 2, DP 1003534	Local	I164
Tuena	St Margaret's Presbyterian Church	Bathurst Street	Lot 2, Section 20, DP 759000	Local	I165
Tuena	St Mark's Anglican Church	Bathurst Street	Lot 1, DP 868984	Local	I166
Tuena	St Mary's Catholic Church	Bathurst Street	Lot 4, Section 17, DP 759000	Local	I167
Tuena	Tuena Public School (former)	Bathurst Street	Lot 1, Section 16, DP 759000; Lot 2, DP 1045238	Local	I168
Tuena	Goldfield's Inn Hotel	1 Bathurst Street	Lot 3, Section 16, DP 759000	Local	I163
Woolshed Creek	Woolwash and shearing shed	4595 Oberon Road	Lot 1, DP 869567	Local	I169
Wollogorang	Rose Lagoon	6334 Federal Highway	Lot 272, DP 725921	Local	I170
Wombeyan Caves	Wombeyan Caves Area	Wombeyan Caves Road	Wombeyan Caves	Local	I171
Yalbraith	Presbyterian Church (former)	490 Yalbraith Road	Lot 155, DP 753063	Local	I172

Schedule E

Notice to Purchasers of Rural Land in the Upper Lachlan Local Government Area

1. Upper Lachlan Shire Council supports the rights of persons to carry out legitimate rural and agricultural uses and practices on rural land.
2. Upper Lachlan Shire Council will not support any action to interfere with the legitimate rural and agricultural use of rural land, where such activities or uses are carried out in accordance with industry standards relevant regulations or approvals. Council wishes to point out that some of the activities listed in Point 3 will have required formal consent of Council and/or Government agencies.
3. Some of the following activities must gain formal consent from Council and/or Government Agencies. Intending purchasers are advised that legitimate rural and agricultural uses of land may include:
 - Aerial and ground agricultural spraying
 - Animal husbandry and associated practices (including castration, dehorning & mulesing etc)
 - Bush fire hazard reduction
 - Clearing and cultivation of land
 - Construction of dams, drains, landfill and contour banks
 - Construction of fire breaks
 - Dairies
 - Driving livestock on roads
 - Fencing and stock yards
 - Logging of timber
 - Machinery sheds and rural outbuildings
 - Pumping and irrigation
 - Rural industries
 - Tourist facilities
 - Silage production
 - Slashing, mowing, hay making and crop harvesting
 - Traffic on unsealed roads
 - Use and repair of agricultural machinery, tractors, chainsaws etc.
4. Intending purchasers of rural land who consider they may have difficulty in living with the above practices or any other genuine rural practice being carried out on nearby land should seriously consider their position with respect to purchasing in a rural area. Many rural and agricultural practices, by necessity, are carried out very early in the morning or late into the evening.

Schedule E

Notice to Purchasers of land in the Upper Lachlan Local Government Area

Threatened Species

Threatened species, populations or ecological communities or their habitats are known in the Upper Lachlan Shire Council area.

It is an offence to remove, harm, pick or damage threatened species or their habitat. The *National Parks and Wildlife Act 1974* carries severe penalties for the destruction of threatened species or their habitat, unless the activity is licenced under the *National Parks and Wildlife Act 1974* or is being undertaken as part of an approval given under the *Environmental Planning and Assessment Act 1979*.

Further information regarding the occurrence and significance of this species on your property and their likely protection requirements can be obtained from the Office of Environment and Heritage on (02) 62 297 188 or Upper Lachlan Shire Council on (02) 48 301 000.

Note: The provision of this information does not mean occurrences or otherwise of threatened species on your property.

However, a fauna and flora survey may be necessary prior to lodging a Development Application.

Upper Lachlan Shire Council

Planning Certificate for

Property with address: Mount Rae Road TARALGA
Land Description of: Lot 189 DP 753058 Parish of TYRL TYLR

To:	Applicant: Info Track GPO Box 4029 SYDNEY NSW 2001	Certificate No : 311/19 Date: 1/10/2019 Fee: \$53.00
	Applicant's Reference: 190037	Receipt No : 488036
	Owner: TM Kirton	
	Assessment No. 8494	

Section 10.7(2)

For the purpose of section 10.7 (2) of the *Environmental Planning and Assessment Act 1979* it is advised that, as at the date of this certificate the land described above is affected by the matters referred to in Column I in the manner set out in Column II of the following table.

Column I	Column II
1 Names of relevant planning instruments and DCPs	
(1) Environmental planning instruments applying to the carrying out of development on the land.	Upper Lachlan Local Environmental Plan 2010 and as specified in Schedule A.
(2) Proposed environmental planning instrument, including a planning proposal for a local environmental plan or a draft environmental planning instrument that is, or has been the subject of community consultation or on public exhibition under the Act.	n/a
(3) Development Control Plan applying to the land that has been prepared by the council under section 72 of the Act.	Upper Lachlan Shire Council Development Control Plan 2010 applies to the land.
2 Zoning and land use under relevant LEPs	
For each environmental planning instrument or proposed instrument applying to the land (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):	
(a) The identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)").	Upper Lachlan Local Environmental Plan 2010 zones the land: RU2 Rural Landscape
(b) The purposes for which the instrument provides that development may be carried out within the zone without the need for development consent, (c) The purposes for which the instrument provides that development may not be carried out within the zone except with development consent, (d) The purposes for which the instrument provides that development is prohibited within the zone	The purposes for which development may be carried out within the zone or zones without and with development consent, or the purposes for which the carrying out of development is prohibited within the zone or zones, are listed in the extract of the Land Use Table of Upper Lachlan Local Environmental Plan 2010 attached as Schedule B.
(e) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.	Minimum land dimensions so fixed: <ul style="list-style-type: none"> • Minimum Lot Size - AB2 - 40 hectares In accordance with Upper Lachlan Local Environmental Plan 2010, the following clauses are deemed to be applicable: <ul style="list-style-type: none"> - Clause 4.1 - Clause 6.6 (for Zone RU1 Primary Production, Zone RU2 Rural Landscape, Zone RU4 Primary Production Small Lots, Zone E2 Environmental Conservation, Zone E3 Environmental) - Clause 6.9 - Clause 6.10 (for Zone RU5 Village and Zone R5 Large Lot Residential) These clauses are included in Schedule C.
(f) whether the land includes or comprises critical habitat	The NSW Office of Environment and Heritage has advised Council that there is no critical habitat within the Upper Lachlan Shire.
(g) whether the land is in a conservation area (however described)	Not applicable
(h) whether an item of environmental heritage (however described) is situated on the land	No Items of environmental heritage are listed in Schedule D.

Column I	Column II
<p>3 Complying Development</p> <p>Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A and 1.19 of <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i>.</p> <p>Disclaimer: This certificate only addresses matters raised in clause 1.19 of <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Codes SEPP)</i>. It is your responsibility to ensure that you investigate the affect of the general land exemptions identified in Column II for relevance to the land and Complying Development. It is your responsibility to ensure that you comply with any other general requirements of the <i>Codes SEPP</i>. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the <i>Codes SEPP</i> is invalid.</p>	<p>Housing Code Complying development under the General Housing Code may be carried out.</p> <p>Rural Housing Code Complying development under the Rural Housing Code may be carried out.</p> <p>Note: If the land is a lot to which the Rural Housing Code (within the meaning of the <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> applies, complying development may be carried out on any part of the lot that is not affected by the provisions of clause 1.19 of that Policy.</p> <p>Housing Alterations Code Complying Development under the Housing Alterations Code may be carried out.</p> <p>General Development Code Complying Development under the General Development Code may be carried out.</p> <p>Commercial and Industrial Alterations Code Complying Development under the Commercial and Industrial Code may be carried out.</p> <p>Commercial and Industrial (New Buildings and Alterations) Code Complying Development under the Commercial and Industrial (New Buildings and Alterations) Code may be carried out only in Zone B2, B4, IN2, SP1 or SP2 for development specified by the Code.</p> <p>Container Recycling Facilities Code Complying Development under the Container Recycling Facilities Code may be carried out only in Zone B2, B4 and IN2 for development specified by the Code.</p> <p>Subdivisions Code Complying Development under the Subdivisions Code may be carried out for development specified by the Code.</p> <p>Demolition Code Complying Development under the Demolition Code may be carried out for development specified by the Code.</p> <p>Fire Safety Code Complying Development under the Fire Safety Code may be carried out for development specified by the Code.</p> <p>Note: If only a part of a lot is land to which this clause applies, complying development must not be carried out on any part of that lot</p>
<p>4 Coastal protection</p> <p>Whether or not the land is affected by the operation of section 38 or 39 of the <i>Coastal Protection Act 1979</i>, but only to the extent that the council has been so notified by the Department of Finance, Services and Innovation.</p>	<p>The land is not affected.</p>
<p>5 Mine subsidence</p> <p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the <i>Mine Subsidence Compensation Act 1961</i>.</p>	<p>The land has not been proclaimed.</p>

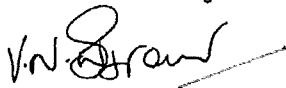
Column I	Column II
<p>6 Road widening and road realignment Whether or not the land is affected by any road widening or road realignment under:</p> <p>(a) Division 2 of Part 3 of the <i>Roads Act 1993</i>, or (b) any environmental planning instrument, or (c) any resolution of the Council</p>	The land is not affected.
<p>7 Council and other public authority policies on hazard risk restrictions Whether or not the land is affected by a policy:</p> <p>(a) adopted by the council, or (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).</p>	<p>Bush Fire: Planning for Bush Fire Protection 2006 Land Contamination: Managing Land Contamination Planning Guidelines <i>State Environmental Planning Policy No 55 – Remediation of Land</i></p>
<p>7A Flood related development controls information</p> <p>(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls. (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.</p>	<p>No Refer to clause 6.1 <i>Upper Lachlan Local Environmental Plan 2010</i>. Note: Flood Studies for the villages of Crookwell, Gunning, Taralga and Collector were adopted by Council on 19.12.2013 with the Floodplain Risk Management Study and Plan (FRMSP) adopted on 20.7.2017. The Flood Policy included in the FRMSP sets out specific requirements and criteria for development in flood liable areas.</p>
<p>8 Land reserved for acquisition Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Item 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.</p>	The land is not affected.
<p>9 Contributions plans The name of each contributions plan applying to the land.</p>	Upper Lachlan Development Contributions Plan 2007 (adopted by Council 26 July 2007) applies to the land.
<p>9A Biodiversity certified land If the land is biodiversity certified land under Part 8 of the <i>Biodiversity Conservation Act 2016</i>, a statement to that effect Note. Biodiversity certified land includes land certified under Part 7AA of the <i>Threatened Species Conservation Act 1995</i> that is taken to be certified under Part 8 of the <i>Biodiversity Conservation Act 2016</i>.</p>	No
<p>10 Biobanking agreements If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the <i>Biodiversity Conservation Act 2016</i>, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive Office of Environment and Heritage). Note. Biodiversity stewardship agreements include biobanking agreements under Part 7A of the <i>Threatened Species Conservation Act 1995</i> that are taken to be biodiversity stewardship agreements under Part 5 of the <i>Biodiversity Conservation Act 2016</i>.</p>	No
<p>10A Native vegetation clearing set asides If the land contains a set aside area under section 60ZC of the <i>Local Land Services Act 2013</i>, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section)</p>	No
<p>11 Bushfire prone land If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.</p>	None, of the land is shown as bush fire prone land in Council records.

Column I	Column II
<p>12 Property vegetation plans If the land is land to which a property vegetation plan approved under Part 4 of the <i>Native Vegetation Act 2003</i> (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).</p>	No
<p>13 Orders Under Trees (Disputes Between Neighbours) Act 2006 Whether an order has been made under the <i>Trees (Disputes Between Neighbours) Act 2006</i> to carry out work in relation to a tree on the land (but only if council has been notified of the order)</p>	No, Council has not been advised of any order
<p>14 Directions under Part 3A If there is a direction by the Minister in force under section 75P(2)(c1) of the Act that a provision of an environmental planning Instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect</p>	No
<p>15 Site compatibility certificates and conditions for seniors housing If the land is land to which <i>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</i> applies: (a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (i) the period for which the certificate is current, and (ii) that a copy may be obtained from the head office of the Department, and a statement setting out any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.</p>	<p><i>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</i> does not apply</p> <p>Not applicable</p>
<p>16 Site compatibility certificates for infrastructure, schools or TAFE establishments A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (a) that period for which the certificate is valid, and that a copy may be obtained from the head office of the Department.</p>	No
<p>17 Site compatibility certificates and conditions for affordable rental housing (1) A statement whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (a) that period for which the certificate is valid, and (b) that a copy may be obtained from the head office of the Department (2) A statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i> that have been imposed as a condition of consent to a development application in respect of the land.</p>	No
<p>18 Paper subdivision information (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot. (2) The date of any subdivision order that applies to the land.</p>	No

Column I	Column II
<p>19 Site verification certificates</p> <p>A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:</p> <p>(a) the matter certified by the certificate, and (b) the date on which the certificate ceases to be current (if any), and</p> <p>Note. A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land – see Division 3 of Part 4AA of <i>State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007</i>.</p>	No
<p>20 Loose-fill asbestos insulation</p> <p>If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <i>Home Building Act 1989</i>) that are listed on the register that is required to be maintained under that Division.</p>	No
<p>Section 59 (2) of the Contaminated Land Management Act 1997</p> <p>The following matters are prescribed under Section 59 (2) of the <i>Contaminated Land Management Act 1997 (that Act)</i></p>	
<p>(a) the land to which the certificate relates is significantly contaminated land with the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,</p> <p>(b) the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,</p> <p>(c) the land to which the certificate relates is subject of an approved voluntary management proposal within the meaning of that Act – if it is subject to such an approved proposal at the date when the certificate is issued,</p> <p>(d) the land to which the certificate relates is the subject to an ongoing maintenance order within the meaning of that Act – if it is the subject to such an order at the date when the certificate is issued,</p> <p>(e) the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.</p>	<p>No</p> <p>No</p> <p>No</p> <p>No</p> <p>No</p>

Section 10.7(5)

On application made to the Council and the payment of the Council prescribed fee, advice is provided pursuant to Section 10.7(5) of the *Environmental Planning and Assessment Act 1979* on such other relevant matters, affecting the land, of which the Council may be aware.



Viv Straw
Manager of Environment and Planning
for
JK Bell
General Manager

Attachments

- Schedule A
- Schedule B
- Schedule C
- Schedule D
- Schedule E – Notice to purchasers of rural land in the Upper Lachlan Local Government Area
- Notice to purchasers of land in the Upper Lachlan Local Government Area

Schedule A

The following State Environmental Planning Policies apply to the land and are required to be notified in this certificate.

State Environmental Planning Policies

- **State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004**
This policy aims to encourage the provision of housing that will increase the supply and diversity of housing that meets the needs of older people or people with a disability.
- **State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004**
This policy operates in conjunction with *Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX)* to ensure effective introduction of BASIX in NSW. Applicable to Regional NSW from 1 July 2005.
- **State Environmental Planning Policy (State Significant Precincts) 2005**
The SEPP lists State Significant Precincts and identifies requirements for development in these areas.
- **State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007**
This policy aims to provide for the proper management and development of mining, petroleum production and extractive material resources; to facilitate the orderly use and development of areas where the resources are located; and to establish appropriate planning controls to encourage sustainable management of these resources. The policy repealed SEPP 37 and SEPP 45 as well as provisions in numerous other planning instruments.
- **State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007**
This policy provides for the erection of temporary structures and various other development types while protecting public safety and local amenity. The SEPP supports the transfer of the regulation of temporary structures (such as tents, marquees and booths) from the *Local Government Act 1993* to the *Environmental Planning and Assessment Act 1979*.
- **State Environmental Planning Policy (Infrastructure) 2007**
This policy provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency.
- **State Environmental Planning Policy (Rural Lands) 2008**
The aim of this policy is to facilitate the orderly and economic use and development of rural lands for rural and related purposes.
- **State Environmental Planning Policy (Exempt and Complying Development Codes) 2008**
This policy streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application.
- **State Environmental Planning Policy (Affordable Rental Housing) 2009**
This policy establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work and facilitate development of housing for the homeless and other disadvantaged people.
- **State Environmental Planning Policy (State and Regional Development) 2011**
This policy aims to identify development that is State significant development, State significant infrastructure and critical State significant infrastructure. It also confers functions on junction regional planning panels to determine development applications.
- **State Environmental Planning Policy (Sydney Drinking Water Catchment) 2011**
This policy replaces Drinking Water Catchments Regional Environmental Plan No 1 (DWCREP) and maintains the same hydrological catchment boundary of the DWREP. The policy aims to: provide for healthy water catchments that will deliver high quality water while permitting development that is compatible with that goal, provide that development must have a neutral or beneficial effect on water quality, and support the maintenance or achievement of the water quality objectives for the Sydney drinking water catchment. This policy commenced on 1 March 2011.

Schedule A

State Environmental Planning Policies continued

- **State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017**
This policy classifies the types of early childhood education and care facilities that can be assessed as exempt and complying development and those facilities that will need to go through the local development (DA) process. The SEPP and the Guideline contain key requirements from the national law so that new facilities are appropriately designed and built.
- **State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017**
This policy works together with the *Biodiversity Conservation Act 2016* and the *Local Land Services Amendment Act 2016* to create a framework for the regulation of clearing of native vegetation in NSW. The SEPP will ensure the biodiversity offset scheme (established under the Land Management and Biodiversity reforms) will apply to all clearing of native vegetation that exceeds the offset thresholds in urban areas and environmental conservation zones that does not require development consent.
- **State Environmental Planning Policy No 21 – Caravan Parks**
This policy aims to encourage the orderly and economic use and development of land used or intended as a caravan park.
- **State Environmental Planning Policy No 30 – Intensive Agriculture**
This policy aims to require consent for cattle feed lots, piggeries and to expand the definition of the term “rural industry” so as to include within the meaning of that term composting facilities and works, including facilities and works for the production of mushroom substrate.
- **State Environmental Planning Policy No 33 – Hazardous and Offensive Development**
This policy aims to define and regulate “hazardous and offensive industries”.
- **State Environmental Planning Policy No 36 – Manufactured Home Estates**
This policy identifies where Manufactured Homes Estates (MHEs) may be permitted and establishes criteria for the granting of development consent to these estates and enables, with development consent, the subdivision of MHEs, provided such subdivision complies with the provisions of the *Local Government (Manufactured Home Estates) Regulation 1993*.
- **State Environmental Planning Policy No 44 – Koala Habitat Protection**
This policy aims to encourage the proper conservation and management of areas of natural vegetation that provide habitat for koalas.
- **State Environmental Planning Policy No 50 – Canal Estate Development**
This policy aims to prohibit canal estate development as described in the policy.
- **State Environmental Planning Policy No 55 – Remediation of Land**
This policy aims to promote the remediation of contaminated land for the purpose of reducing the risk of harm to human health or any other aspect of the environment.

This policy applies to the whole state, to ensure that remediation is permissible development and is always carried out to a high standard. It specifies when consent is required for remediation and lists considerations that are relevant when rezoning land and determining development applications.
- **State Environmental Planning Policy No 62 – Sustainable Aquaculture**
This policy encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identify and categorise aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where there are potential environmental risks.
- **State Environmental Planning Policy No 64 – Advertising and Signage**
This policy aims to regulate signage.
- **State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development**
This policy aims to improve and control the design quality of “residential apartment development” by regulating residential flat buildings of 3 or more storeys and 4 or more self-contained dwellings but does not extend to buildings commonly referred to as “town houses” or “villas” where the dwelling units are side by side rather than on top of each other.

Schedule B

Extract Upper Lachlan Local Environmental Plan 2010

Attached is the extract of the Land Use Table from *Upper Lachlan Local Environmental Plan 2010* for the relevant zone.

Zone RU2 Rural Landscape

1. Objectives of zone

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To maintain the rural landscape character of the land.
- To provide for a range of compatible land uses, including extensive agriculture.
- To preserve environmentally sensitive areas including waterways and prevent inappropriate development likely to result in environmental harm.
- To protect the Pejar catchment area from inappropriate land uses and activities and minimise risk to water quality.
- To minimise the visual impact of development on the rural landscape.
- To minimise the impact of development on the existing agricultural landscape character.
- To protect and enhance the water quality of watercourses and groundwater systems and to reduce land degradation.
- To maintain areas of high conservation value vegetation.

2. Permitted without consent

Building identification signs; Business identification signs; Environmental protection works; Extensive agriculture; Farm buildings; Home-based child care; Home occupations

3. Permitted with consent

Bed and breakfast accommodation; Cellar door premises; Dwelling houses; Farm stay accommodation; Garden centres; Hardware and building supplies; Landscaping material supplies; Light industries; Plant nurseries; Restaurants or cafes; Roads; Roadside stalls; Rural supplies; Secondary dwellings; Timber yards; Any other development not specified in item 2 or 4

4. Prohibited

Amusement centres; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Charter and tourism boating facilities; Centre-based child care facilities; Commercial premises; Crematoria; Eco-tourist facilities; Entertainment facilities; Exhibition homes; Exhibition villages; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Registered clubs; Residential accommodation; Respite day care centres; Restricted premises; Service stations; Sex services premises; Storage premises; Tourist and visitor accommodation; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Water recreation structures; Wharf or boating facilities; Wholesale supplies

Schedule C

Extract Upper Lachlan Local Environmental Plan 2010

Attached are the following relevant clauses under *Upper Lachlan Local Environmental Plan 2010*.

Clause 4.1

4.1 Minimum subdivision lot size

- (1) The objectives of this clause are as follows:
 - (a) to provide minimum subdivision lot sizes for all zones.
- (2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause does not apply in relation to the subdivision of individual lots in a strata plan or community title scheme.

Clause 6.6

Note: This clause is only applicable to Zone RU1 Primary Production, Zone RU2 Rural Landscape, Zone RU4 Primary Production Small Lots, Zone E2 Environmental Conservation, Zone E3 Environmental Management

6.6 Erection of dwelling houses on land in certain rural and environmental protection zones

- (1) The objectives of this clause are as follows:
 - (a) to minimise unplanned rural residential development,
 - (b) to enable the replacement of lawfully erected dwelling houses in rural and environmental protection zones.
- (2) This clause applies to land in the following zones:
 - (a) Zone RU1 Primary Production,
 - (b) Zone RU2 Rural Landscape,
 - (c) Zone RU4 Primary Production Small Lots,
 - (d) Zone E2 Environmental Conservation,
 - (e) Zone E3 Environmental Management.
- (3) Development consent must not be granted for the erection of a dwelling house on a lot in a zone to which this clause applies, and on which no dwelling house has been erected, unless the lot is:
 - (a) a lot that is at least the minimum lot size specified for that lot by the Lot Size Map, or
 - (b) a lot created before this Plan commenced and on which the erection of a dwelling house was permissible immediately before that commencement, or
 - (c) a lot resulting from a subdivision for which development consent (or equivalent) was granted before this Plan commenced and on which the erection of a dwelling house would have been permissible if the plan of subdivision had been registered before that commencement.

Note. A dwelling cannot be erected on a lot created under clause 9 of *State Environmental Planning Policy (Rural Lands) 2008* or clause 4.2.

Schedule C

- (4) Despite subclause (3), development consent must not be granted for the erection of a dwelling house on a lot to which clause 14 (2) (a) of the *Crookwell Local Environmental Plan 1994* applied and on which the erection of a dwelling house would only have been permissible before this Plan commenced by virtue of that provision.
- (5) Despite any other provision of this clause, development consent may be granted for the erection of a dwelling house on land in a zone to which this clause applies if:
 - (a) there is a lawfully erected dwelling house on the land and the dwelling house to be erected is intended only to replace the existing dwelling house, or
 - (b) the land would have been a lot referred to in subclause (3) had it not been affected by:
 - (i) a minor realignment of its boundaries that did not create an additional lot, or
 - (ii) a subdivision creating or widening a public road or public reserve or for another public purpose.

Clause 6.9

Note: This clause is applicable to all zones

6.9 Essential services

Development consent must not be granted to development unless the consent authority is satisfied that those of the following services that are essential for the proposed development are available or that adequate arrangements have been made to make them available when required:

- (a) the supply of water,
- (b) the supply of electricity,
- (c) the disposal and management of sewage,
- (d) stormwater drainage or on-site conservation,
- (e) suitable road access.

Schedule D

Schedule 5 Environmental heritage – Upper Lachlan Local Environmental Plan 2010

(Current version for 1 September 2017 to date)

(Clause 5.10)

Part 1 Heritage items

Suburb	Item name	Address	Property description	Significance	Item number
Bannaby	St Matthew's Anglican Church and Churchyard	Bannaby Road	Lot 71, DP 1108269	Local	14
Bannaby	Hillas Farm Homestead and Outbuildings	47 Hanworth Road	Lot 1, DP 598080	Local	11
Bannaby	Bunnaby Homestead	77 Hanworth Road (adjacent to Hillas Farm)	Lot 28, DP 819589	Local	12
Bannaby	Bannaby Shearing Shed circa 1886	262 Hanworth Road (Junction of Bannaby Road)	Lot 29, DP 819589	Local	13
Bigga	Bigga General Cemetery	Northeast of town	Lot 7003, DP 1026239	Local	15
Bigga	Catholic Church	Bigga Street corner Mulgowrie Street	Lot 20, Section 6, DP 758104	Local	16
Bigga	Bigga War Memorial Hall	Binda Street	Lots 3 and 4, Section 8, DP 758104	Local	17
Bigga	All Saints Church of England	Crookwell Street	Lot 11, Section 8, DP 758104	Local	18
Bigga	Bigga Public School—Building B00A (1916)	Grabine Road	Lot 206, DP 753041	Local	110
Binda	Binda Cemetery	Herbert Street	Lot 1, DP 1124760; Lot 1, DP 1124768; Lot 7013, DP 1141568	Local	19
Binda	Funny Hill, National School	Junction Point Road (Eastern Side)	Part Lot 3, DP 1003133	Local	111
Binda	Kangaloolah Creek Bridge (DMR 1941)	Junction Point Road	N 6198614.94 m, E 164130.53 m	Local	112
Binda	Markdale—stone cottages	462 Mulgowrie Road	Part of Lot 2, DP 753045	Local	114
Binda	St. James Anglican Church (1864, Rev R Leigh)	Queen Street	Lots 2, 3 and 4, Section 32, DP 758110 and Lot 5, DP 1119746	Local	115
Binda	Post Office and Store (former)	Queen Street	Lot 1, DP 789104	Local	116
Binda	The Mill	Queen Street	Lot 8, Section 32, DP 758110	Local	118
Binda	Rose Cottage	Queen Street corner of Bishop Street	Lot 10, DP 580600	Local	117
Binda	Old Salisbury Private Cemetery	"Glengarry" Off Salisbury Road	Portion 52, DP 753041	Local	119
Breadalbane	Wet Lagoon Nature Reserve (Crown)	Breadalbane Road	Lot 1, DP 48390	Local	127
Breadalbane	Breadalbane Public School—Building B00A (1910)	Collector Road	Lot 1, DP 317687	Local	121

Schedule D

Suburb	Item name	Address	Property description	Significance	Item number
Breadalbane	St Silas Anglican Church	Collector and Cullerin Roads (corner of)	Lot 1, DP 334350	Local	120
Breadalbane	Rosythe	123 Cullerin Road	Lot 1, DP 841406	Local	125
Breadalbane	Buildings known as Raeburn and Stables Raeburn Homestead	Old South Road	Lot 5, DP 569308	Local	124
Breadalbane	St Brigid's Roman Catholic Church	Old South Road	Lot 87, DP 750035	Local	126
Breadalbane	Building known as Sweetwood Lea (formerly Archers Inn /Hotel Breadalbane)	274 Old South Road	Lot 1, DP 604947	Local	123
Burra Burra Lake	Burra Lake School (former)	320 Snipe Flat Road	Lot 163, DP 753063	Local	128
Chatsbury	Christ Church Anglican Cemetery	Chatsbury	Lot 8, DP 918413	Local	129
Collector	Collector Memorial Hall	Bourke Street	Lot 11, DP 1046757	Local	134
Collector	St Bartholomew's Roman Catholic Church	Bourke Street	Lots 1, 2 and 3, DP 126018	Local	133
Collector	Uniting Church	Bourke Street	Lots 1, 2, 3, 4, 5, 6, 7 and 8, DP 194674	Local	131
Collector	Uniting Church Cemetery	Bourke Street	Lots 1, 2, 3, 4, 5, 6, 7 and 8, DP 194674	Local	132
Collector	The Ben Hall Sites— Bushranger Hotel (formerly known as Kimberley's Commercial Hotel and Kimberley's Inn)	24 Church Street	Lot 3, DP 554640	State	130
Collector	Collector Public School—Building B00A (1916) and School Residence (1916)	Lorn Street	Lot 1, DP 724358	Local	135
Collector	Wheat Sheaf Inn (former)	Murray Street	Lots 1 and 2, Section 1, DP 995869	Local	137
Collector	Collector Inn	7 Murray Street	Lot 3, Section 3, DP 995869	Local	136
Crooked Corner	Five Mile Tree Public School—Building B00A (1927)	427 Bigga Road	Lot 81, DP 753028	Local	138
Crooked Corner	St Andrew's Church	513 Bigga Road	Lot 87, DP 753045	Local	113
Crookwell	Crookwell River Bridge	Binda Road	N 6181703.18m; E 175333.35m	Local	139
Crookwell	Crookwell Railway Station and Yard Group	Northern end of Colyer Street Goulburn— Crookwell Railway	SRA Land Long E 149.47546764 Lat S 34.45781033	State	140

Schedule D

Suburb	Item name	Address	Property description	Significance	Item number
Crookwell	"Normanton" residence	4103 Crookwell Road	Lot 1, DP 804038	Local	141
Crookwell	Crookwell Public School—Buildings B00A (1897), B00B (1886) and residence (1890)	Denison Street	Lots 6A, 7, 8 and 9, DP 758308	Local	160
Crookwell	Memorial Hall	Denison Street	Lot 1, DP 725567; Lot B, DP 374158	Local	163
Crookwell	St Bartholomew's Church of England	15–19 Denison Street	Lots 9 and 10, Section 18, DP 758308	Local	161
Crookwell	Masonic Hall	44 Denison Street	Lot 1, DP 1093672	Local	162
Crookwell	Pejar Creek Underbridge	Goulburn Road	Pejar Dam	Local	143
Crookwell	"Gundwringa" Homestead	2976 Goulburn Road	Part of Lot 2, DP 1091383	Local	142
Crookwell	Wheat Sheaf Inn ruins	"Kyamma", 4147 Goulburn Road	Part of Lot 6, DP 883430	Local	144
Crookwell	Courthouse Group—Courthouse (1891) former magistrates residence and lock up	9–31 Goulburn Street	Lots 4, 5 and 7, Section 9, DP 758308	Local	145
Crookwell	Spud Murphy's Inn (formerly Millhouse Inn)	10–12 Goulburn Street	Lot 1, DP 126542; Lot 2, Section 8, DP 758308	Local	166
Crookwell	Commercial Hotel	34 Goulburn Street	Lot 2, DP 800629	Local	146
Crookwell	Bryant's Bakery	41 Goulburn Street	Lot 2, DP 912248	Local	147
Crookwell	Commercial building	48 Goulburn Street	Lot 1, Section 7, DP 758308	Local	148
Crookwell	Criterion Hotel	76 Goulburn Street	Lot 3, DP 237150	Local	151
Crookwell	Lynham's Café	77 Goulburn Street	Lot 1, DP 121587	Local	149
Crookwell	Commonwealth Bank	79–81 Goulburn Street	Lot 1, DP 920352	Local	150
Crookwell	Post Office	83–85 Goulburn Street	Lot 1, DP 910265	Local	152
Crookwell	Catherine's Café Bakery Deli	87 Goulburn Street	Lot 2, DP 305613	Local	153
Crookwell	Pedley's Buildings	92–98 Goulburn Street	Lots C and D, DP 358261; Lot B, DP 321497	Local	154
Crookwell	Commercial building—Mendl Thompson Associates	93 Goulburn Street	Lot 1, DP 305613	Local	155
Crookwell	Crookwell Hotel	101 Goulburn Street	Lots C and D, DP 406822	Local	156
Crookwell	Westpac Bank (formerly Bank of NSW)	106–108 Goulburn Street (corner of Spring Street)	Lot 1, DP 314755	Local	157
Crookwell	Goldsworth Theatre (former)	134–138 Goulburn Street	Lot D, DP 350662	Local	158

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Suburb	Item name	Address	Property description	Significance	Item number
Crookwell	Coin-Op Laundrette	140 Goulburn Street	Lot A, DP 345501	Local	159
Crookwell	Crookwell District Hospital	13–17 Kialla Road	Lot 1, DP 1160080	Local	164
Crookwell	General Cemetery	Pine Avenue	Lot 7005, DP 94922; Lot 7006, DP 94923; Lot 7007, DP 94924; Lot 7008, DP 94925; Lot 7009, DP 94926	Local	165
Crookwell	Former Mill known as "Stephenson's Mill"	Roberts Street rear of Commercial Hotel	Lot 1, DP 800629	Local	167
Crookwell	Two storey residence "Montrose"	21 Robertson Street	Lot 9, DP 667709	Local	168
Crookwell	Crookwell Truss Bridge (built 1903)	State Road 54	N 6186899.21 m, E 167840.48 m	Local	169
Crookwell	St Mary's Catholic Church	49–57 Wade Street	Lot 112, DP 568697	Local	170
Crookwell	St Mary's Primary School	40–46 Wade Street	Lot 2, DP 531828; Lot 1, DP 300301; Lots 2 and 3, Section 22, DP 758308	Local	171
Curraweela	St John's Anglican Church	6062 Oberon Road	Lot 4, DP 826288	Local	172
Dalton	Dalton Public Hall	Chapel Street	Lot 11, Section 5, DP 758335	Local	175
Dalton	Oddfellows Hall (former) (formerly Good Templars Hall)	Chapel Street	Lot 9, Section 6, DP 758335	Local	174
Dalton	Uniting Church and Cemetery	Chapel Street	Lot 1, DP 194060	Local	173
Dalton	General Cemetery	Dalton Road	Lot 7006, DP 1030208	Local	181
Dalton	Leaf Beds Specimen	Gunning—Dalton Road	Lot 7009, DP 96764	Local	176
Dalton	Royal Hotel	Gunning Street (corner of Chapel Street)	Lot 1, Section 3, DP 758335	Local	177
Dalton	St Matthew's Anglican Church	Jobson Street	Lots 5 and 6, Section 1, DP 758335	Local	178
Dalton	Dalton Public School—Building B00A (1878)	Jobson Street corner Brown Street	Lot 6, Section 9, DP 758335	Local	179
Dalton	Building known as "Eschol"	Corner Loops Road and Starrs Road	Lot 33, DP 754111	Local	180
Dalton	Lampton Creek Ornithological Area	Wheeo Road	Long E 149.275, Lat S 34.6798	Local	182
Golspie	St Michael's Catholic Church	1871 Golspie Road	Lot 1, DP 920870	Local	184
Golspie	School of Arts	1962 Golspie Road	Lot 1, DP 209267	Local	185
Golspie	St Mark's Anglican Church	79 Levels Road	Lot 251, DP 1130041	Local	183
Grabben Gullen	Albion Hotel	Britannia Street (Grabben Gullen Road)	Lot 3, DP 1082543	Local	186

Schedule D

Suburb	Item name	Address	Property description	Significance	Item number
Gunning	St Edmund's Uniting Church and Rectory	Biala Street	Lots 12-16, Section 7, DP 758493	Local	188
Gunning	Masonic Temple (former)	Biala Street	Lot 2, DP 314113	Local	189
Gunning	Anglican Church and surrounding church buildings	28 Biala Street	Lot 1, DP 195327	Local	187
Gunning	Cottage	11 Collector Road	Lots 5 and 6, Section 4, DP 758493	Local	190
Gunning	Building known as "Frankfield Homestead" including Stables, Conservatory, Kitchen Blacksmiths shop, Bath House, garden, trees and dam	Cullerin Road	Lot 4, DP 754110; Part Lot 1, DP 135747	Local	198
Gunning	Building known as "Boureong" formerly "Albert Vale" including later wing and outbuildings	Dalton Road	Lots 1, 2 and 3, DP 1034956; Lot 6, DP 1044008	Local	191
Gunning	Fish River Water Supply	Fish River	Long E 149.314795, Lat S 34.759958	State	192
Gunning	Mundoonen Nature Reserve	Hume Highway	South Western corner of Shire	Local	194
Gunning	Do Duck Inn (formerly Aratula Inn)	22 Hume Street	Lot B, DP 403000; Lot 1, DP 821730	Local	193
Gunning	Gunning railway signal box and movable relics	Main Southern Railway	Long E 149.26116577, Lat S 34.77965476	State	195
Gunning	Gunning Railway Station and yard group	Main Southern Railway	Long E 149.26116577, Lat S 34.77984245	State	196
Gunning	Baltinglass Homestead Archaeological site	"Avondale" Off Medway's Lane	Lot 7, DP 1044008; Lot 1, DP 225975	Local	197
Gunning	Gunning General Cemetery	45-47 Wombat Street	Lots 1-4, Section 25, DP 758493; Lot 7012, DP 1002613; Lot 2, DP 634719	Local	199
Gunning	Gunning District Soldiers Memorial	Yass Street	Lot 10, DP 1035287	Local	1112
Gunning	Hotel Group consisting of Telegraph Hotel	Yass Street	Lot 100, DP 75780	Local	1101
Gunning	London House	62 Yass Street	Lot D, DP 160736	Local	1103
Gunning	Single storey shop	81 Yass Street	Lot 1, DP 770562	Local	1100
Gunning	Coronation Theatre	82 Yass Street	Lots 21 and 22, DP 734267	Local	1102
Gunning	Double storey terrace "Caxton House"	83-85 Yass Street	Lot 1, DP 738637	Local	1104

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Suburb	Item name	Address	Property description	Significance	Item number
Gunning	Single storey shop known as "Caxton Cottage"	87 Yass Street	Lot 1, DP 743205	Local	I105
Gunning	Gunning Public School—Buildings B00F (1871), B00G (1910) and B00H (1925)	96 Yass Street	Lot 1, DP 123369; Lot 219, DP 821036	Local	I106
Gunning	Court House, Police Station and Lock Up	101 Yass Street corner of Warrataw Street	Lots 26–28, DP 823512	Local	I107
Gunning	National Bank (former)	103 Yass Street	Lot B, DP 155194	Local	I108
Gunning	Manufacturers Mutual Insurance Building	105–107 Yass Street	Lot 2, DP 611991	Local	I109
Gunning	Pye Cottage	121 Yass Street	Lot 4, DP 843551	Local	I110
Gunning	Upper Lachlan Shire Council Office and Chambers (former Gunning Shire Council)	123 Yass Street	Lots 9 and 10, Section 9, DP 758493	Local	I111
Gunning	Building known as "Collingwood"	5 km northeast of Gunning	Lot 1, DP 592291	Local	I113
Laggan	Presbyterian Church Circa 1876 (former)	Laggan Road	Lot 14, Section 4, DP 1698	Local	I114
Laggan	Laggan Hotel	Peelwood Road	Lot 3, Section 2, DP 1697	Local	I118
Laggan	Laggan Memorial Hall	Peelwood Road	Lot 69, DP 753043	Local	I117
Laggan	Laggan Public School—Former Blue Stone Public School with attached residence (1882)	Peelwood Road	Lot 1, DP 356233; Lot 70, DP 753043	Local	I116
Laggan	St Andrew's Catholic Church	Peelwood Road corner of Redground Heights Road	Lot 1, DP 583484, N 6187734.77 m, E 181024.57 m	Local	I119
Laggan	Cemetery	off Peelwood Road	Lot 1, DP 903900, N 6189351.10 m, E 181787.48 m	Local	I120
Laggan	All Saints Anglican Church	Woodhouselee Road	Lot 4, Section 8, DP 1698	Local	I115
Myrtleville	Hillcrest	Hillcrest Road	Lot 3, DP 750046	Local	I122
Myrtleville	Flour Mill	3408 Taralga Road	Lot 2, DP 1035853	Local	I121
Myrtleville	Myrtleville School	3518 Taralga Road	Lot 1, DP 741714	Local	I123
Pejar	St Stephen's Anglican Church	St Stephens Road	Lot 2, DP 597197	Local	I124
Pomeroy	Pomeroy Mill Ruins	Mill Road Wollondilly River	Lot 1, DP 608301	Local	I125
Roslyn	War Memorial Hall	1420 Woodhouselee Road	Lot 11, DP 851161	Local	I126
Taralga	Taralga Hospital (former)	54 Bunnaby Street	Lot A, DP 154642	Local	I127

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Suburb	Item name	Address	Property description	Significance	Item number
Taralga	St Luke's Anglican Church and Rectory	25-27 Court Street 59 Martyn Street	Lot 16, Section 3, DP 967169; Lot 2, DP 739262	Local	I128
Taralga	Presbyterian Church	20-22 Hillas Street	Lot 102, DP 786047	Local	I130
Taralga	Strathaird School	Laggan—Taralga Road corner Scabben Flat Road	Lot 75, DP 667304	Local	I131
Taralga	Catholic Church of Christ the King	Macarthur Street	Lot 3, DP 816409	State	I136
Taralga	Anvil Hotel (site)	26 Macarthur Street	Lot 42, Section 6, DP 976169	Local	I132
Taralga	Whiting's Store—two-storey building (circa 1857)	27-29 Macarthur Street	Lot 69, Section 10, DP 976169	Local	I133
Taralga	Overseer's House (Denning's)	31 Macarthur Street	Lot 1, DP 738634	Local	I134
Taralga	Slab Cottage	50 Macarthur Street	Lot 2, DP 198885	Local	I135
Taralga	Convict Flogging Tree Sites	East side Macarthur Street corner 18 Court Street	Lot 45, Section 6, DP 976169; Lot 72, Section 10, DP 976169	Local	I137
Taralga	Archaeological Historical Site Complex	974 Mares Forest Road	Lot 9, DP 757044	Local	I138
Taralga	Richlands Homestead and Outbuildings including Butter Factory, Silos, Shearing Shed and Grave Sites	5264 Oberon Road corner Wombeyan Caves Road and 5163 Oberon Road	Lot 4, DP 875268	Local	I139
Taralga	Taralga Hotel	24 Orchard Street	Lot 28, DP 601100	Local	I140
Taralga	Tynan's Residence Telegraph office	26 Orchard Street	Lot 27, DP 554811	Local	I141
Taralga	Court House (former)	27 Orchard Street	Lot 1, DP 782783	Local	I142
Taralga	War Memorial	27 Orchard Street	Lot 1, DP 782783	Local	I144
Taralga	Miss Croke's Tearooms now Lilac Cottage B & B (circa 1880)	28 Orchard Street	Lot 4, DP 736475	Local	I145
Taralga	Post Office	29 Orchard Street	Lot 258, DP 750017	Local	I146
Taralga	Bank of New South Wales (former)	32 Orchard Street	Lot 2, DP 1016289	Local	I147
Taralga	Residence	33 Orchard Street	Lot 2, DP 995232	Local	I149
Taralga	Goodhew Bros store (cafe)	33A Orchard Street	Lot 3, DP 995232	Local	I148
Taralga	Memorial Hall	41 Orchard Street	Lot X, DP 157927; Lot Y, DP 159216	Local	I150
Taralga	Whiting's store	54 Orchard Street	Lot 1, DP 711594	Local	I151
Taralga	Two-storey stone building	56 Orchard Street	Lot 1, DP 32666	Local	I152

Schedule D

Suburb	Item name	Address	Property description	Significance	Item number
Taralga	Argyle Inn	80 Orchard Street	Lot 11, DP 719685	Local	I153
Taralga	Wesleyan/Methodist Church (former)	85–87 Orchard Street	Lot 1, DP 661143	Local	I154
Taralga	Cordial Factory	90 Orchard Street	Lot 2, DP 997992	Local	I155
Taralga	Taralga Public School—buildings B00A (1927) and B00D (1878)	95–97 Orchard Street	Lot 53, Section 8, DP 976169; Lot 1, DP 369109	Local	I156
Taralga	Pound Keeper's Residence (former)	10 Pound Street	Lot 75, DP 996708	Local	I157
Taralga	Stonequarry General Cemetery	Stonequarry Road	Lots 1–9, DP 724374; Lot 7300, DP 1142282	Local	I129
Taralga	Railway Station	Taralga Road	Lot 22, DP 1042506	Local	I158
Taralga	Showground	Walsh Street	Lot 251, DP 750017	Local	I159
Tarlo	Tarlo River National Park	Tarlo via Taralga Road	Tarlo River National Park	Local	I160
Tuena	The Bookkeepers Cottage		Lot 1, Section 15, DP 759000	Local	I161
Tuena	Culverts	Abercrombie Road	N 6233072.60m; E 159201.73m; N 6233506.15m; E 159031.93m; N 6233697.90m; E 159053.59m	Local	I162
Tuena	Parson's General Store	Bathurst Street	Lot 2, DP 1003534	Local	I164
Tuena	St Margaret's Presbyterian Church	Bathurst Street	Lot 2, Section 20, DP 759000	Local	I165
Tuena	St Mark's Anglican Church	Bathurst Street	Lot 1, DP 868984	Local	I166
Tuena	St Mary's Catholic Church	Bathurst Street	Lot 4, Section 17, DP 759000	Local	I167
Tuena	Tuena Public School (former)	Bathurst Street	Lot 1, Section 16, DP 759000; Lot 2, DP 1045238	Local	I168
Tuena	Goldfield's Inn Hotel	1 Bathurst Street	Lot 3, Section 16, DP 759000	Local	I163
Woolshed Creek	Woolwash and shearing shed	4595 Oberon Road	Lot 1, DP 869567	Local	I169
Wollogorang	Rose Lagoon	6334 Federal Highway	Lot 272, DP 725921	Local	I170
Wombeyan Caves	Wombeyan Caves Area	Wombeyan Caves Road	Wombeyan Caves	Local	I171
Yalbraith	Presbyterian Church (former)	490 Yalbraith Road	Lot 155, DP 753063	Local	I172

Schedule E

Notice to Purchasers of Rural Land in the Upper Lachlan Local Government Area

1. Upper Lachlan Shire Council supports the rights of persons to carry out legitimate rural and agricultural uses and practices on rural land.
2. Upper Lachlan Shire Council will not support any action to interfere with the legitimate rural and agricultural use of rural land, where such activities or uses are carried out in accordance with industry standards relevant regulations or approvals. Council wishes to point out that some of the activities listed in Point 3 will have required formal consent of Council and/or Government agencies.
3. Some of the following activities must gain formal consent from Council and/or Government Agencies. Intending purchasers are advised that legitimate rural and agricultural uses of land may include:
 - Aerial and ground agricultural spraying
 - Animal husbandry and associated practices (including castration, dehorning & mulesing etc)
 - Bush fire hazard reduction
 - Clearing and cultivation of land
 - Construction of dams, drains, landfill and contour banks
 - Construction of fire breaks
 - Dairies
 - Driving livestock on roads
 - Fencing and stock yards
 - Logging of timber
 - Machinery sheds and rural outbuildings
 - Pumping and irrigation
 - Rural industries
 - Tourist facilities
 - Silage production
 - Slashing, mowing, hay making and crop harvesting
 - Traffic on unsealed roads
 - Use and repair of agricultural machinery, tractors, chainsaws etc.
4. Intending purchasers of rural land who consider they may have difficulty in living with the above practices or any other genuine rural practice being carried out on nearby land should seriously consider their position with respect to purchasing in a rural area. Many rural and agricultural practices, by necessity, are carried out very early in the morning or late into the evening.

Schedule E

Notice to Purchasers of land in the Upper Lachlan Local Government Area

Threatened Species

Threatened species, populations or ecological communities or their habitats are known in the Upper Lachlan Shire Council area.

It is an offence to remove, harm, pick or damage threatened species or their habitat. The *National Parks and Wildlife Act 1974* carries severe penalties for the destruction of threatened species or their habitat, unless the activity is licenced under the *National Parks and Wildlife Act 1974* or is being undertaken as part of an approval given under the *Environmental Planning and Assessment Act 1979*.

Further information regarding the occurrence and significance of this species on your property and their likely protection requirements can be obtained from the Office of Environment and Heritage on (02) 62 297 188 or Upper Lachlan Shire Council on (02) 48 301 000.

Note: The provision of this information does not mean occurrences or otherwise of threatened species on your property.

However, a fauna and flora survey may be necessary prior to lodging a Development Application.