

Precise Planning



Preliminary Site Investigation:
Lot 1 DP 996286,
95 Great Southern Road, Bargo, NSW

ENVIRONMENTAL



WATER



WASTEWATER



GEOTECHNICAL



CIVIL



PROJECT
MANAGEMENT



P1504741JR01V02
July 2016

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All enquiries regarding this project are to be directed to the Project Manager.

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1 Overview

1.1 Introduction

Martens & Associates Pty Ltd has prepared this Preliminary Site Investigation (PSI) for Precise Planning ('the Client') as part of a suite of investigations to determine the suitability of the site for rezoning for residential development. The study area is 95 Great Southern Road, Bargo, NSW ('the site'), and includes Lot 1 DP996286.

1.2 Objectives

Investigation objectives include:

- Identification of historic and current potentially contaminating site activities.
- Evaluation of potential areas of environmental concern (AEC) and associated contaminants of potential concern (COPC).
- Provide comment on suitability of site for future rezoning and residential use and provide recommendations for a detailed site investigation (DSI) and possible intrusive soil investigations.

1.3 Project Scope

Scope of works includes:

- Walkover inspection to review current land use, potential contaminating activities and neighbouring landuses.
- Review available Wollondilly Shire Council (WSC) site development consents.
- Review 7 historic aerial photographs to assess past site and surrounding land use patterns.
- Review NSW OEH (formerly NSW EPA) notices under the Contaminated Land Management Act (1997).
- Prepare a preliminary site investigation (PSI) report in general accordance with the relevant sections of ASC NEPM (1999, amended 2013), NSW OEH (2011) and DEC (2006).

1.4 Abbreviations

ACM - Asbestos containing material

AEC – Area of environmental concern

ASC NEPM – Assessment of Site Contamination - National Environmental Protection Measure (1999 amended 2013).

BGL – Below ground level

BTEX – Benzene, toluene, ethyl benzene, xylene

COPC – Contaminants of potential concern

DEC – NSW Department of Environment and Conservation

DECC – Department of Environment and Climate Change

DP – Deposited plan

DSI – Detailed site investigation

EPA – NSW Environmental Protection Authority

ESA – Environmental site assessment

HM – Heavy metals

LGA – Local government area

MA – Martens & Associates Pty Ltd

mAHD – Metres, Australian Height Datum

mbgl – Metres below ground level

OCP – Organochloride pesticides

OEH – NSW Office of Environment and Heritage

OPP – Organophosphate pesticides

PACM – Potential asbestos containing material

PAH – Polycyclic aromatic hydrocarbons

PSI – Preliminary site investigation

SAC – Site acceptance criteria

TRH – Total recoverable hydrocarbons

WSC – Wollondilly Shire Council

2 Site Description

2.1 Site Location and Existing Land Use

Site information is summarised in Table 1. Site location and general surrounds are provided in Figure 1 (Attachment A).

Table 1: Site background information.

Investigation address and lot title	95 Great Southern Road, Bargo, NSW (Lot 1 DP 996286)
Investigation area	28.2 ha
Local Government Area (LGA)	Wollondilly Shire Council
Current zoning	RU2 – Rural Landscape
Site description	The site is primarily used for rural purposes (grazing) with vacant dilapidated dwelling and sheds in the site's north west. The south western corner of the site was formerly used by Sydney Water as a depot during construction of the Bargo Wastewater Scheme, which has been rehabilitated and is currently used as open grazing paddock. A small farm dam is located east of the area used by Sydney Water. The remainder of the site is mostly grassed grazing paddock. Two watercourses are mapped onsite, one traversing south - north diagonally through the eastern portion of the site, with the second draining to the east and into the south – north watercourse. Trees and shrubs are located along the watercourse corridor in the eastern portion of the site, in the north western corner and near the site's eastern boundary. The site is bordered by rural residential allotments to the north, east and south, residential development to the south west and Great Southern Road to the west. The site typically has moderate grades less than 10% towards the east, north and west, with the watercourse in the eastern portion of the site the lowest elevation at 302 mAHD. Site elevation rises to 321 mAHD in the south western corner and 311 mAHD in the south eastern corner.
Current land use	Rural (grazing)
Proposed land use	Residential
Surrounding land uses	Mixture of rural, and low density and rural residential
WSC Heritage Listing	The "Old Coomeroo Homestead", silo and slab shed, located in the north western portion of the site, are listed on the WSC local heritage register (Item I20).
Geology and soil landscapes	The Wollongong 1:100,000 Geological Sheet 9029 (NSW Dept. of Mineral Resources, 1985) identifies the site as being underlain by Hawkesbury Sandstone consisting of medium to fine-grained quartz sandstone, very minor shale and laminate lenses. The NSW Environment and Heritage eSPADE website identifies the western quarter of the site as having soils of the Blacktown soil landscapes consisting of shallow to moderately deep hardsetting mottled texture contrast soils, red and brown podzolic soils on crests grading to yellow podzic soils on lower slopes and in drainage lines. The remainder of the site is identified as having Lucas Heights soil landscapes consisting of moderately deep hardsetting yellow podzolic soils and yellow soloths on ridges and plateau surfaces and earthy sands in valley flats.

Environmental receptors	A mapped unnamed watercourse draining south/north is located in the eastern portion of the site and is intersected by another drainage depression draining from west to east. The site drains to the north east, intercepting Dogtrap Creek (approximately 1.2 km north east) and eventually the Bargo River (approximately 3.6 km north east).
Human receptors	Existing surrounding rural residential and residential developments. Future residents and site workers / builders.

2.2 Hydrogeology

Review of NSW Office of Water's groundwater database indicated three groundwater bores (with limited available information) within 500 m of the site, with one bore located onsite (Table 2). Groundwater bore locations are shown in Figure 2 (Attachment B).

Table 2: Available hydrogeological information.

Groundwater Bore Identification	Direction and Distance	Depth To Groundwater (mbgl)	Intended Use	Water Bearing Zone Substrate
GW007445	On site	ND ¹	Irrigation	Shale
GW105847	North West (140m)	ND ¹	Domestic stock	ND ¹
GW111810	North west (200m)	60.00	Domestic stock	Sandstone

Notes

¹ ND – No data available.

From review of the information in Table 2, groundwater wells in the vicinity are mostly used for domestic stock and irrigation purposes, with groundwater levels approximately 60.0 mbgl. Although no information is available from the onsite bore, the identified groundwater level at a nearby bore is considered to be indicative of 95 Great Southern Road, Bargo. Further investigation, however, would be required to fully characterise site hydrogeology.

MA geotechnical investigations (MA, 2015) did not encounter groundwater to investigation depths of up to 2.5 mbgl.

3 Site Background Assessment

3.1 Historical Site Records Review

Development application and building plan records kept by Wollondilly Shire Council were requested for the site, no building or development applications were located in Council records.

3.2 NSW EPA Records

There are no notices for the site or nearby surrounding areas under the Contaminated Land Management Act (1997) or the Environmentally Hazardous Chemicals Act (1985). No site within the suburb of Bargo was listed on the register or identified on the list of NSW contaminated sites notified to the EPA.

3.3 WorkCover NSW Dangerous Goods Search

A WorkCover NSW dangerous goods search for underground storage tank information was undertaken and did not locate any records related to the site. Correspondence from NSW WorkCover is provided in Attachment F.

3.4 Wollondilly Shire Council Section 149 Certificates

WSC Section 149 certificates were reviewed. The following site development constraints were noted:

- The site is within a mine subsidence district in accordance with Section 15 of the *Mine Subsidence Compensation Act 1961*. Approval for all subdivision and building, except for certain minor structures, is required by the Mine Subsidence Board.
- The land is partially bush fire prone, and restrictions to site development may apply, in accordance with Council and legislative requirements.

No other significant environmental site development constraints were noted within Section 149 certificates. Refer to Attachment G for the Section 149 Certificates.

3.5 Title and Deed Search

To further clarify previous land uses, a title and deed search was conducted by Advance Legal Searchers Pty Ltd for Lot 1 DP 996286. Results of the search are summarised in Table 3.

Table 3: Title and deed search information for Lot 1 DP 996286.

Lot ID	Years	Site Proprietor	Possible Business Operations
Lot 1 DP 1135267	2014 - current	Ironlaw Pty Ltd	Grazing
	2014 - 2014	Street Talk Pty Ltd	Grazing
	1981 - 2014	Michael J Kissane (solicitor) and Robyn A Kissane	Likely farming and/or grazing
	1972 - 1981	Lopez Holdings Pty Ltd	Likely farming, and possible use of property for storage of transport equipment
	1969 - 1972	Jack Lopez, company director / master carrier	Likely farming, and possible use of property for storage of transport equipment
	1966 - 1969	John Horace Sheil, grazier	Farming/grazing
	1958 - 1966	Reginald Henry Joyer, agent	Farming/grazing
	1953 - 1958	John Arthur Cockerill, farmer	Farming/grazing
	1951 - 1953	Marjorie Helen Evans, wife of grazier	Farming/grazing
	1946 - 1951	Basil Henry Woolcott, farmer	Farming/grazing
	1942 - 1946	Letitia Woolcott, widow / executrix Alfred Harold Woolcott, estate	Farming/grazing
	1918 - 1942	Alfred Harold Woolcott, farmer	Farming/grazing
	1918 - 1918	Annie Phyllis McCarthy Cloutte, wife of railway employee	Farming/grazing

Records indicate that the site has likely been used for farming or grazing activities since at least 1918. The site may have been used for storage of transport equipment (i.e. large transport trucks) for some time during 1969 to 1981 when the property was owned by Jack Lopez / Lopez Holdings Pty Ltd. See Attachment H for full title deed search.

3.6 Historical Aerial Photograph Analysis

Historical aerial photographs taken of the site during 1955, 1975, 1983, 1994, 2010 and 2014 were reviewed to investigate historic site land uses (Table 4). Copies of aerial photographs are provided in Attachment D.

Photos indicate that the site has been used for rural purposes, most likely grazing (possibly staged grazing) since at least 1955.

Table 4: Historic aerial photograph observations 1955 – current.

Year	Description	Surrounding Land Use
1955	Dwellings and sheds visible in north western portion of site. Vegetated watercourse traverses diagonally across the eastern portion of the site, which is intercepted by a second watercourse or drainage channel flowing west - east across the western portion of the site. Possible cultivation lines visible near northern, south eastern and south western boundaries indicating possible cropping use (or mowing lines). Scattered trees and shrubs across the site. Dam to south of dwelling and sheds.	Surrounding rural development. Bushland to north, north east and south. Plough lines indicating cropping or market garden use to north. Dams visible to south.
1975	Trees cleared for additional agricultural use in south western and eastern portions of the site. Additional shed constructed to north of dwelling, near northern boundary.	Surrounding rural residential development. Additional land cleared to north, and additional dams constructed to south. Dwellings and sheds constructed on adjoining properties to north and south.
1984	Additional shed constructed to north of dwelling and vegetation regrowth along watercourse in eastern portion of site, otherwise little change from 1975 photo.	Minor rural residential development to north and south. Market gardens to north.
1994	Little change from 1984 photo.	Additional rural residential development to north, west and south. Low-density residential subdivision development to south west. Vegetation regrowth to east.
2005	Shed to north east of dwelling removed.	Little change from previous 1984 photo other than market gardens to north no longer visible.
Nearmap (2014)	Sydney Water's Bargo Wastewater Scheme's depot located in south western corner of site, includes sheds and material stockpiles, with bunded perimeter. Vegetation regrowth to west of dwelling and along watercourse corridor in eastern portion of lot.	Additional residential development to west and south, otherwise little change from 2005 photo.
Nearmap (2015)	Little change from 2014 photo, other than area used by Sydney Water for Bargo's Wastewater Scheme cleared with no infrastructure or materials stockpiles visible, used as grassed paddock.	Little change from 2014 photo.

3.7 Walkover Site Inspection

A site walkover inspection was undertaken on June 11, 2015. Results are summarised below:

- WSC local heritage listed 'Old Coomeroo Homestead' (Item I20), consisted of vacant dilapidated fibrous cement clad dwelling, brick silo and remains of slab shed (Shed No. 1) (sandstone block construction) in north western portion of site. Broken fibrous cement sheet cladding (PACM) observed as part of dwelling construction (north western area of dwelling). Brick silo partially filled with water. Slab shed has bare earth floor.
- Large corrugated iron shed (Shed No. 2) to east of dwelling in poor condition, unable to access inside of shed. Likely used for workshop and/or storage area.
- Open corrugated iron and timber shed (Shed No. 3) in poor condition with concrete floor (cracked, some staining) near northern boundary. Concrete and metal livestock feed troughs remaining.
- Brick and corrugated iron shed (Shed No. 4) in poor condition to north west of dwelling, bare earth floor, likely used for livestock.
- Disused former concrete water trough/tank, likely used for livestock, near north western boundary.
- Stockpile of metal and timber to south and west of silo, likely remains of previous shed(s).
- Small farm dam east of area used by Sydney Water.
- Concrete pad to north west of dwelling, likely former shed.
- Watercourse in eastern portion of the site draining to the north, intercepted by drainage depression which drains western portion of site.
- Trees and shrubs along watercourse corridor in eastern area of site, near eastern boundary and in north western area of site.
- Sydney Water's Bargo Wastewater Scheme previously utilised south western corner of site as a construction/storage depot. This area has been cleared and rehabilitated and is currently used for grazing.

4 Areas of Environmental Concern/Contaminants of Potential Concern

Our assessment of site AECs and COPCs (Table 5) is made on the basis of available site history, aerial photograph interpretation and site walkovers. A map showing locations of identified AECs is provided in Figure 3 (Attachment C).

Table 5: Areas of environmental concern and contaminants of potential concern.

AEC ¹	Potential for Contamination	COPC	Contamination Likelihood
A – Dwelling	Pesticides and heavy metals may have been utilised underneath dwelling for pest control. Dwelling construction may include ACM and/or lead based paints.	HM, OCP/OPP and asbestos.	Medium
B – Sheds and silo – (Shed Nos. 1 – 4 likely workshop areas, storage of livestock feed and miscellaneous items, and livestock shelters). Unable to gain access to inside of one shed.	Sheds may have previously stored fuel, oils, asbestos sheeting (PACM), pesticides and/or foundations treated with heavy metals and pesticides (pest control). Shed construction may include ACM and/or lead based paints.	HM, TRH, BTEX, PAH, OCP/OPP and asbestos.	Medium
C – Former cropping/mowing or grazing use	Application of agricultural chemicals, use of pesticides and heavy metals for pest control.	HM and OCP/OPP.	Very low
D – Dam	Contaminants may have washed into and accumulated in dam.	HM and OCP/OPP.	Low
E – Stockpile	Contaminants from unknown contents of stockpile may have spilled or leaked onto underlying soil.	HM, TRH, BTEX, PAH and OCP/OPP and asbestos.	Low - medium
F – Broken fibrous cement sheeting (PACM)	Potential ACM material observed.	Asbestos.	Medium - high
G – South western area of site formerly used by Sydney Water for Bargo Wastewater Scheme. ²	Former sheds may have previously stored fuel, oils or pesticides and/or been treated with heavy metals and pesticides (pest control). Contaminants from stockpiles may have spilled or leaked onto underlying soils.	HM, TRH, BTEX, PAH and OCP/OPP.	Low

Notes

¹ Locations identified on AEC map in Attachment C.

² It is normal practice that, at the end of the period of occupation, certification would be provided by Sydney Water to the landowner that the site has not been contaminated.

5 Conclusions and Recommendations

5.1 Conclusions

The results of the site history and walkover inspection indicates that the site has been used for rural purposes since at least 1955 and has the following potential contamination sources:

- Past dwelling construction and maintenance have the potential to have introduced contaminants in the form of asbestos (observed as a construction material), pesticides (pest control) and heavy metals (paints, pest control).
- Sheds may previously have stored fuel, oils or other chemicals, leading to hydrocarbon contamination. Shed foundations may have been treated with pesticides and heavy metals for pest control.
- Former agricultural use may have introduced heavy metals or pesticides into the soil.
- Farm dam may have accumulated contaminants.
- Stockpile of timber and metal near silo may have introduced heavy metals, hydrocarbons, or other site contaminants into the soil.
- Broken fibrous cement sheet cladding (PACM) was observed (north western area of dwelling). It is likely, given the age of many of the structures on site, that asbestos containing material may have been used as a construction material for some of these structures.
- The south western portion of the site was formerly used by Sydney Water as a construction/storage depot for the Bargo Wastewater Scheme. Aerial photographs show sheds and stockpiles of soil, gravel and other materials within a bunded perimeter. The area has subsequently been cleared and rehabilitated, and is currently used for grazing. If remediation documentation is not available from Sydney Water for this area, further investigation is recommended.
- A WorkCover NSW dangerous goods search for underground storage tank information did not locate any records related to the site.

- A review of WSC Section 149 certificates showed the property is within a mine subsidence district, and approval for all subdivision and building (other than certain minor structures) requires the approval of the Mine Subsidence Board.
- Section 149 certificates also noted that the property is partially bush fire prone, and is therefore affected by relevant Council and legislative regulations.
- Title and deed searches indicated that the site has likely been used for farming or grazing activities for the majority of the time since 1918. The property may have been used for storage of transport equipment from some time during 1969 to 1981 when the property was owned by Jack Lopez / Lopez Holdings Pty Ltd.

5.2 Recommendations

To address potential AECs, a detailed site investigation (DSI) including intrusive soil sampling is recommended. The DSI is to address information gaps relating to the former Sydney Water depot's contamination status. Testing is recommended to address AECs A, B, D, E and F. Testing under all dwelling and shed footprints (plus 1 m curtilage) is recommended following their demolition to determine any residual impacts from previous use.

The dwelling and sheds to undergo a hazardous materials assessment by appropriately qualified contractor pre demolition to determine if asbestos or other hazardous material is present. Where hazardous materials are identified, the material is to be removed and disposed of by an appropriately qualified contractor under current controls.

The DSI plan is to be developed in accordance with NSW EPA (1995) *Sampling Design Guidelines* and a risk based assessment. Assessment shall address each of the identified AECs and assess COPC identified for each AEC (Table 5) other than the agricultural land use (AEC C). As this use appears to have been low intensity, the risk of contamination is considered sufficiently low that testing is not warranted. Results of the site testing shall be assessed against site acceptance criteria (SAC) developed with reference to ASC NEPM (1999, amended 2013). The DSI should be submitted with the development application.

6 Limitations Statement

The preliminary site investigation was undertaken in line with current industry standards.

It is important, however, to note that no land contamination study can be considered to be a complete and exhaustive characterisation of a site nor can it be guaranteed that any assessment shall identify and characterise all areas of potential contamination or all past potentially contaminating land-uses. This is particularly the case on sites where full access is not possible due to the presence of structures (dwellings and sheds) and where additional assessment work is identified as being required. Therefore, this report should not be read as a guarantee that no contamination shall be found on the site. Should material be exposed in future which appears to be contaminated or inconsistent with natural site soils, additional testing may be required to determine the implications for the site.

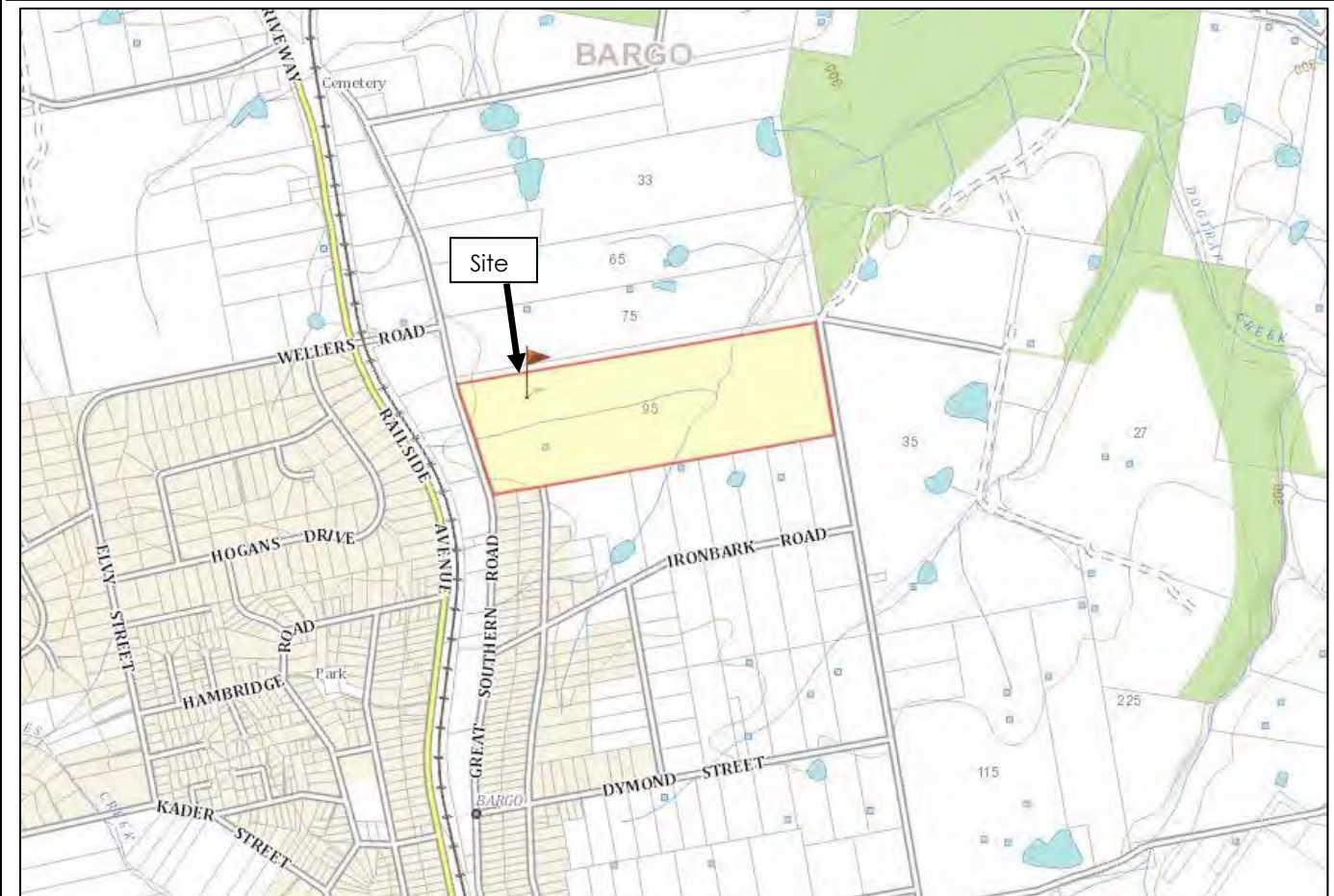
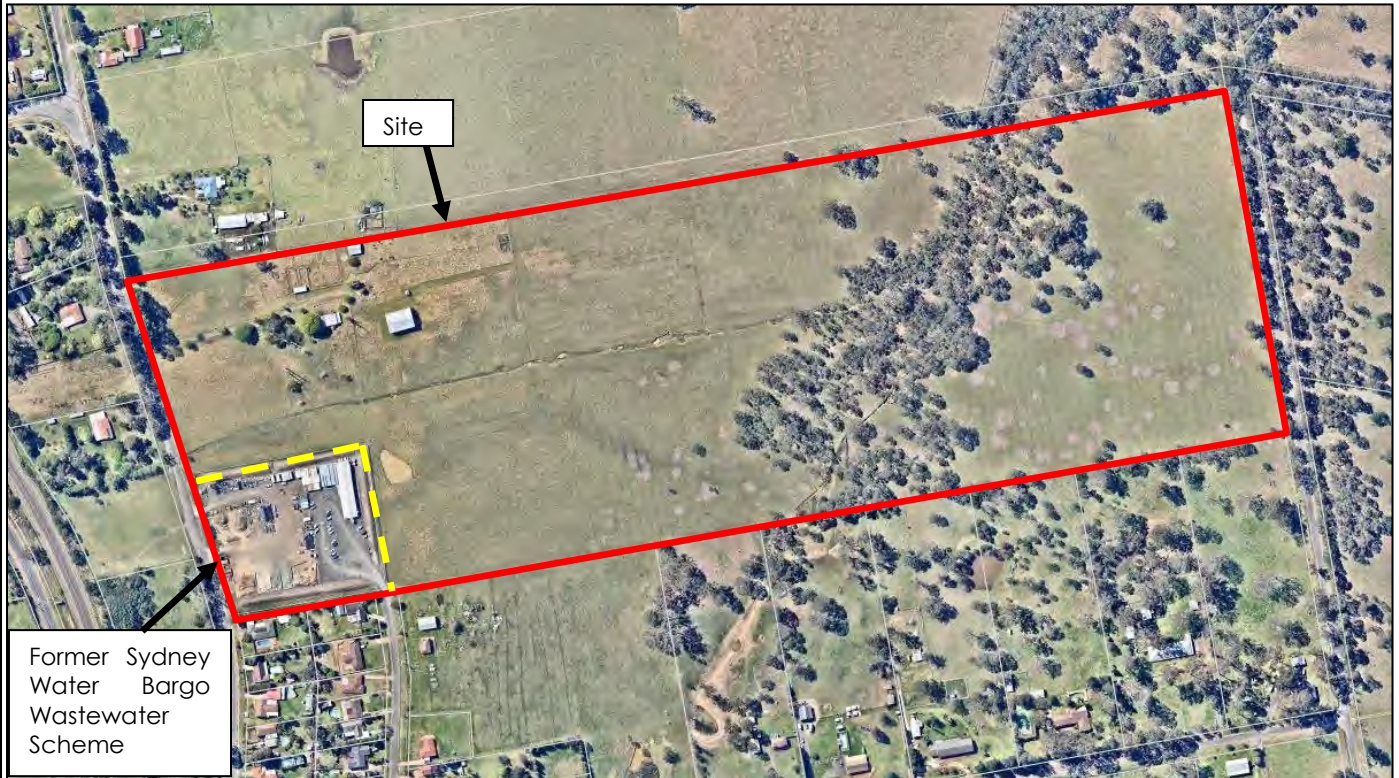
Martens & Associates Pty Ltd has undertaken this assessment for the purposes of the current development proposal. No reliance on this report should be made for any other investigation or proposal. Martens & Associates accepts no responsibility, and provides no guarantee regarding the characteristics of areas of the site not specifically studied in this investigation.

7

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8 Attachment A – Site Plan



Martens & Associates Pty Ltd ABN 85 070 240 890

Environment | Water | Wastewater | Geotechnical | Civil | Management

Drawn:	CS
Approved:	JF
Date:	19.07.2016
Scale:	Not to Scale

Site Location
95 Great Western Road, Bargo, NSW
Source: Nearmap, 2014 (top) and
NSW SIX Viewer, 2015 (bottom)

Drawing No:
FIGURE 1
Job No: P1504741

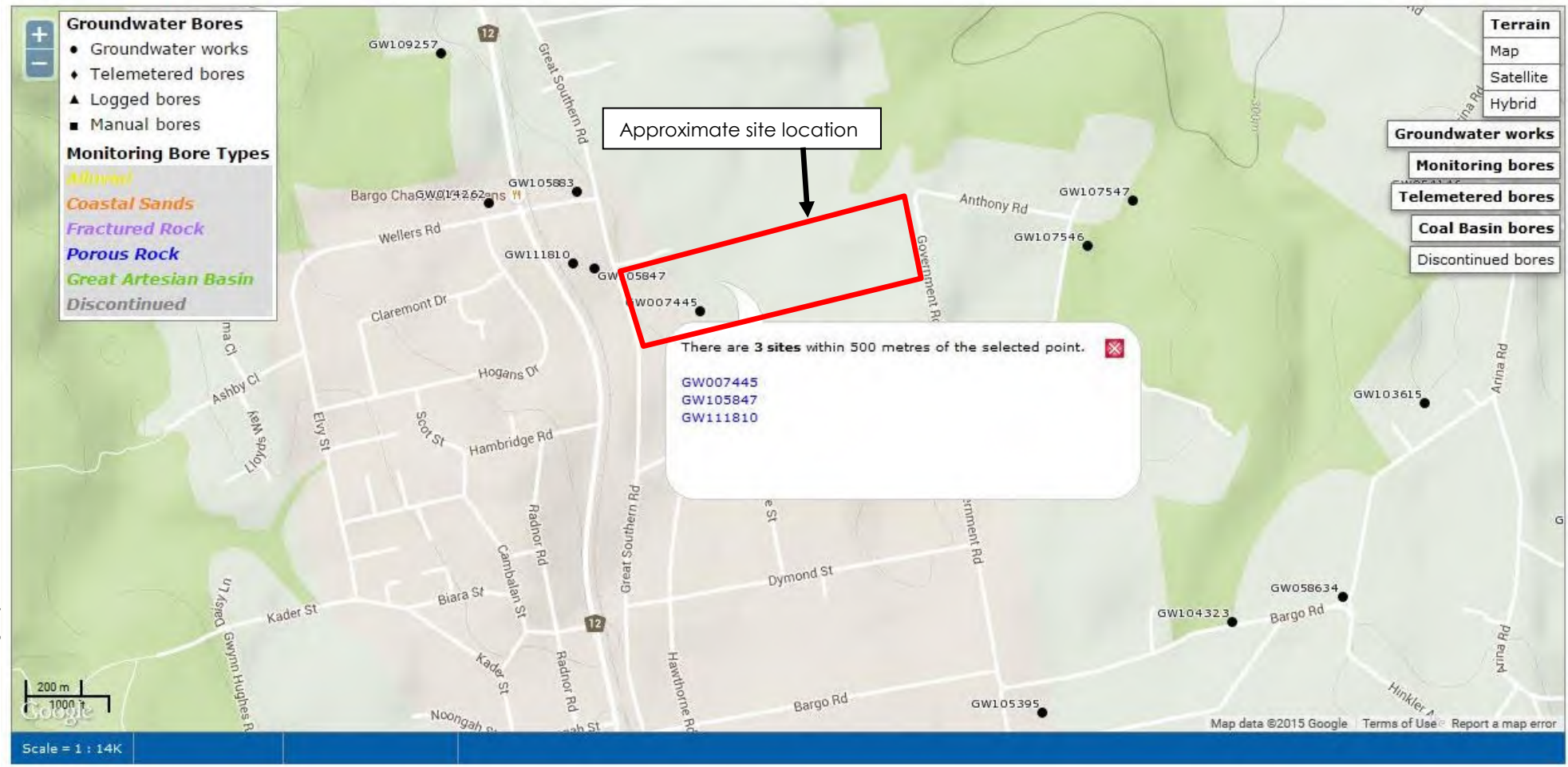
9 **Attachment B – Groundwater Bore Locations**



Wollongong Basin

All data times are Eastern Standard Time

Map



Martens & Associates Pty Ltd ABN 85 070 240 890

Environment | Water | Wastewater | Geotechnical | Civil | Management

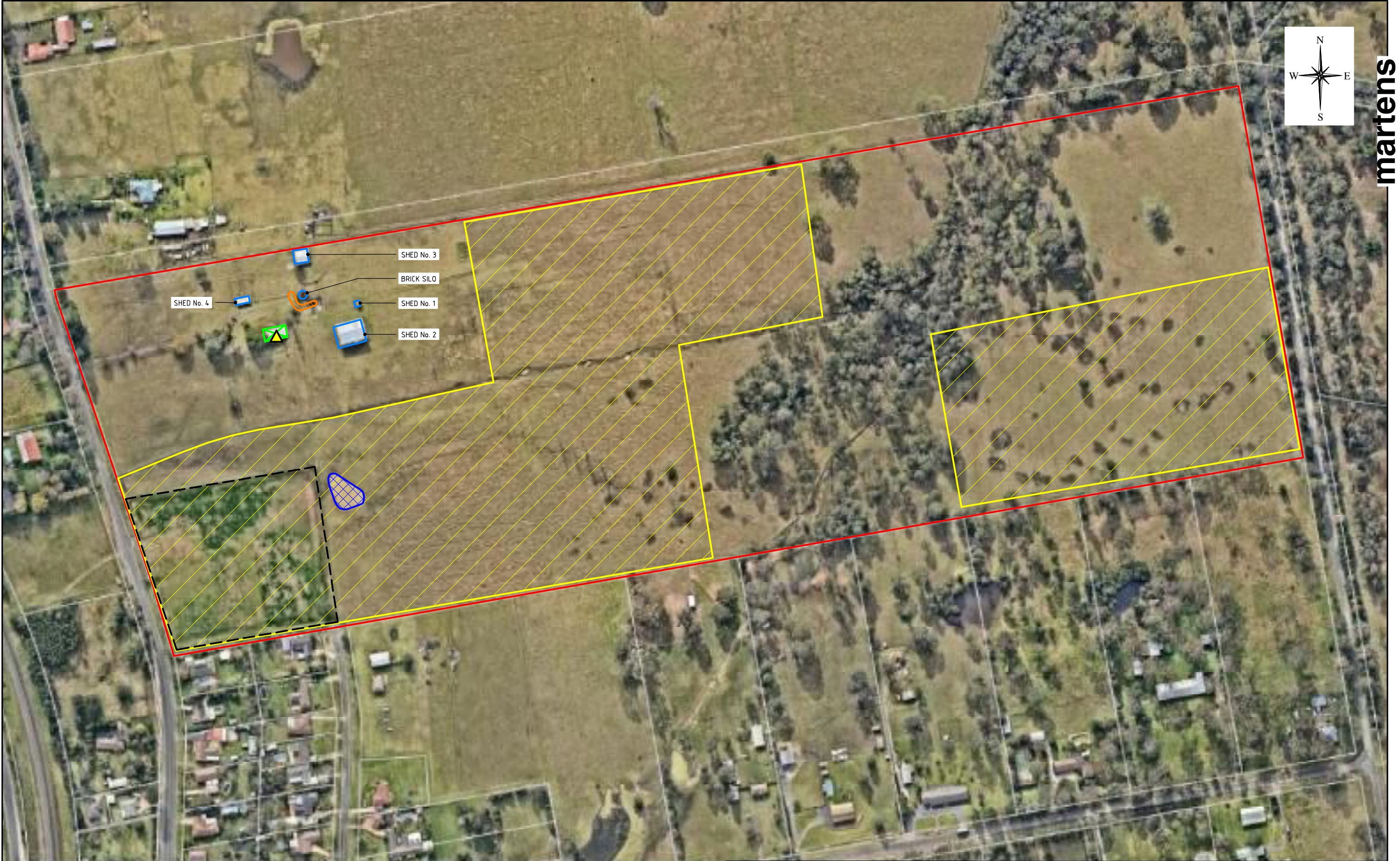
Drawn: CS
Approved: JF
Date: 19/07/2016
Scale: Not to Scale

Groundwater Bore Locations
Lot 1, DP 996286, 95 Great Southern Road, Bargo, NSW
Source: NSW Office of Water Groundwater Database, 2015

Drawing No:
Figure 2

Job No: P1504741

10 Attachment C – AEC Locations



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KEY

SITE

DWELLING

SHEDS AND SILO

FILLED FORMER DAM

STOCKPILES

PACM

POSSIBLE CROPPING
MARKET GARDEN USE

FORMER BARGO WASTEWATER
SCHEME CONSTRUCTION YARD

04080120160200

UNITS - METRES

Martens & Associates Pty Ltd		ABN 85 070 240 890		Environment Water Wastewater Geotechnical Civil Management							
Designed:	CS			AEC LOCATIONS 95 GREAT SOUTHERN ROAD, BARGO, NSW SOURCE: NEARMAP (2015)							
Approved:	JF										
Date:	17.06.15										
Scale @A3:	1:3000			Suite 201, 20 George St, Hornsby, NSW 2077 Australia Phone: (02) 9476 9999 Fax: (02) 9476 8767 Email: mail@martens.com.au Internet: http://www.martens.com.au							
				Project: P1504741	File: JD01V01	Revision: A					

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11 **Attachment D – Historical Aerial Photographs**



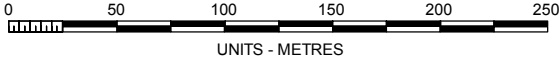
95 GREAT SOUTHERN ROAD, BARGO, NSW

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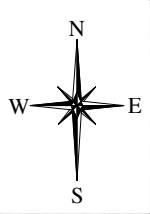
KEY



SITE



Martens & Associates Pty Ltd		ABN 85 070 240 890	Environment Water Wastewater Geotechnical Civil Management			
Designed:	CS	1955 Aerial Source: NSW Department of Lands (1955)	Drawing No./ID:			
Approved:	JF		Figure 4			
Date:	17.06.15					
Scale @A3:	1:3500	Suite 201, 20 George St, Hornsby, NSW 2077 Australia Phone: (02) 9476 9999 Fax: (02) 9476 8767 Email: mail@martens.com.au Internet: http://www.martens.com.au	Project: P1504741	File: JD01V01	Revision: A	



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95 GREAT SOUTHERN ROAD, BARGO, NSW

KEY



SITE



UNITS - METRES

Martens & Associates Pty Ltd		ABN 85 070 240 890		Environment Water Wastewater Geotechnical Civil Management			
Designed:	CS	1975 Aerial Source: NSW Department of Lands (1975)			Drawing No./ID:		
Approved:	JF				Figure 5		
Date:	17.06.15						
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SITE



UNITS - METRES

Martens & Associates Pty Ltd		ABN 85 070 240 890		Environment Water Wastewater Geotechnical Civil Management			
Designed:	CS	1984 Aerial Source: NSW Department of Lands (1984)			Drawing No./ID:		
Approved:	JF				Figure 6		
Date:	17.06.15						
Scale @A3:	1:3500	Suite 201, 20 George St, Hornsby, NSW 2077 Australia Phone: (02) 9476 9999 Fax: (02) 9476 8767 Email: mail@martens.com.au Internet: http://www.martens.com.au			Project: P1504741	File: JD01V01	Revision: A



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SITE



Martens & Associates Pty Ltd		ABN 85 070 240 890	Environment Water Wastewater Geotechnical Civil Management				
Designed:	CS		1994 Aerial Source: NSW Department of Lands (1994)		Drawing No./ID:		
Approved:	JF				Figure 7		
Date:	17.06.15						
Scale @A3:	1:3500		Suite 201, 20 George St, Hornsby, NSW 2077 Australia Phone: (02) 9476 9999 Fax: (02) 9476 8767 Email: mail@martens.com.au Internet: http://www.martens.com.au		Project: P1504741	File: JD01V01	Revision: A



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KEY SITE	Martens & Associates Pty Ltd ABN 85 070 240 890		Environment Water Wastewater Geotechnical Civil Management				
	Designed:	CS	2005 Aerial Source: Google earth map (2005)			Drawing No./ID:	
	Approved:	JF				Figure 8	
	Date:	17.06.15					
	Scale @A3:	1:3500	Suite 201, 20 George St, Hornsby, NSW 2077 Australia Phone: (02) 9476 9999 Fax: (02) 9476 8767 Email: mail@martens.com.au Internet: http://www.martens.com.au			Project: P1504741	File: JD01V01

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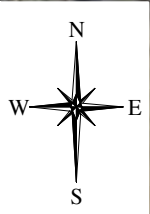
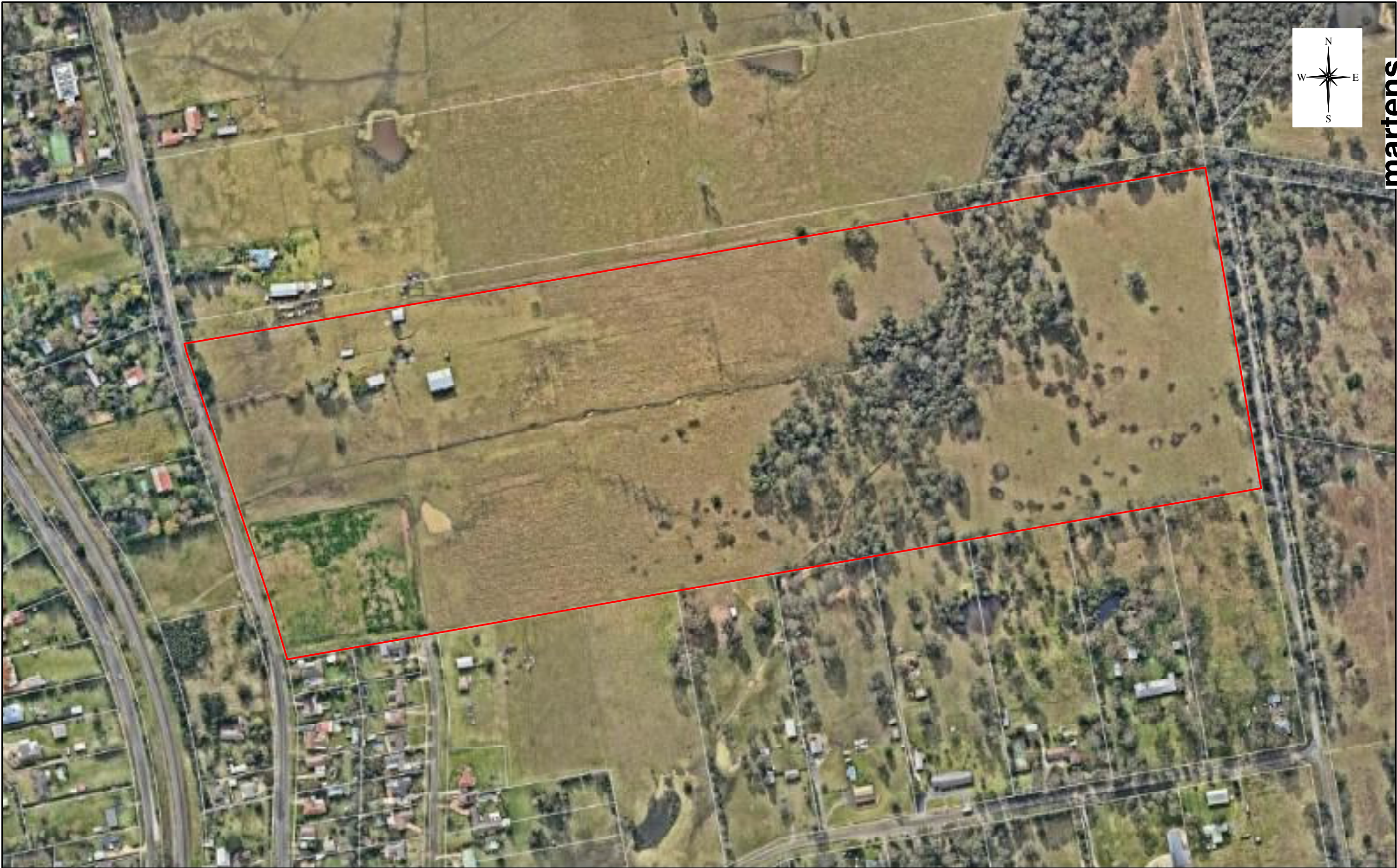
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Approved:	JF				Figure 9		
Date:	17.06.15						
Scale @A3:	1:3500		Suite 201, 20 George St, Hornsby, NSW 2077 Australia Phone: (02) 9476 9999 Fax: (02) 9476 8767 Email: mail@martens.com.au Internet: http://www.martens.com.au		Project: P1504741	File: JD01V01	Revision: A

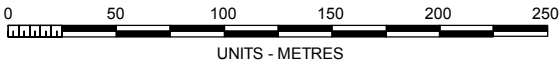


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Designed:	CS		2015 Aerial Source: Nearmap (2015)		Drawing No./ID:		
Approved:	JF				Figure 10		
Date:	17.06.15						
Scale @A3:	1:3500		Suite 201, 20 George St, Hornsby, NSW 2077 Australia Phone: (02) 9476 9999 Fax: (02) 9476 8767 Email: mail@martens.com.au Internet: http://www.martens.com.au		Project: P1504741	File: JD01V01	Revision: A

**12 Attachment E – Wollondilly Shire Council DA/BA/CC
Correspondence**

Carolyn Stanley

From: Natalie Knapp <Natalie.Knapp@wollondilly.nsw.gov.au>
Sent: Thursday, 28 May 2015 4:02 PM
To: Carolyn Stanley
Subject: GIPAA request for 95 Great Southern Rd Bargo

Hi Carolyn,

As per our telephone conversation please be advised that no building applications could be located on council records, this could be that the structures are too old for our records. Forwarded for your attention.

Regards,

Natalie Knapp | Admin - GIPAA Officer

Wollondilly Shire Council | PO Box 21 Picton NSW 2571

P (02) 4677 8260 | E natalie.knapp@wollondilly.nsw.gov.au | W www.wollondilly.nsw.gov.au

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13 Attachment F – NSW WorkCover Correspondence



SafeWork NSW

SafeWork NSW

92-100 Donnison Street, Gosford, NSW, 2250

Locked Bag 2906, Lisarow, NSW, 2252 |

Customer Service Centre 13 10 50

licensing@safework.nsw.gov.au | www.safework.nsw.gov.au

Our Ref: D16/617743
Your Ref: Carolyn Stanley

29 June 2016

Attention: Carolyn Stanley
Martens & Associates
Suit 201 / 20 George Street
HORNSBY NSW 2077

Dear Ms Stanley

RE SITE: 95 Great Southern road, Bargo NSW 2574

I refer to your site search request received by SafeWork NSW on 22 June 2016 requesting information on Storage of Hazardous Chemicals for the above site.

A search of the records held by SafeWork NSW has not located any records pertaining to the above mentioned premises.

For further information or if you have any questions, please call our Customer Service Centre on 13 10 50 or email licensing@safework.nsw.gov.au

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Sally Anderson'.

Sally Anderson obo Brent Jones
Customer Service Officer
Customer Service Centre - Operations
SafeWork NSW

**14 Attachment G – Wollondilly Shire Council Section 149
Certificates**

**PLANNING CERTIFICATE UNDER SECTION
149(2) & (5)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

APPLICANT: Carolyn Stanley, Marterns & Associates
Suite 201, 20 George St
HORNSBY NSW 2077

Planning Certificate No.: 20160886
Receipt No.: 777680
Issue Date: 22 June 2016
Applicant's Reference: P1504741
Property No.: 3480

RECEIVED
27 JUN 2016

BY:

DESCRIPTION OF PROPERTY

Address: 95 Great Southern Road BARGO 2574
Land Description: Lot: 1 DP: 996286

Notes:

The following prescribed matters may apply to the land to which this certificate relates.

Where this certificate refers to a specific allotment (or allotments) within a strata plan, the certificate is issued for the whole of the land within the strata plan, not just the specific allotment(s) referred to, and any information contained in the certificate may relate to the whole, or any part, of the strata plan.

The following information is provided pursuant to Section 149(2) of the Environmental Planning and Assessment Act 1979 as prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation 2000 and is applicable as at the date of this certificate.

Information provided in this certificate should be interpreted in conjunction with the relevant plans, policies and documents held at Council. In order to obtain copies of these documents you may purchase them from Council's Administration Centre at 62-64 Menangle Street, Picton or view free of charge on Council's Website www.wollondilly.nsw.gov.au.

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPS

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.
- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).
- (3) The name of each development control plan that applies to the carrying out of development on the land.
- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

ENVIRONMENTAL PLANNING INSTRUMENTS

Wollondilly Local Environmental Plan 2011.

Sydney Regional Environmental Plan No 20 - Hawkesbury-Nepean River (No 2 - 1997)

Sydney Regional Environmental Plan No 9 Extractive Industries (No 2 - 1995)

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

State Environmental Planning Policy No 21 - Caravan Parks

State Environmental Planning Policy No 30 - Intensive Agriculture

State Environmental Planning Policy No 33 - Hazardous and Offensive Development

State Environmental Planning Policy No 44 - Koala Habitat Protection
(Note: Excludes land dedicated or reserved as National Park)

State Environmental Planning Policy No 50 - Canal Estate Development

State Environmental Planning Policy No 55 - Remediation of Land

State Environmental Planning Policy No 64 - Advertising and Signage

State Environmental Planning Policy No 65 - Design Quality of Residential Flat Development

State Environmental Planning Policy (Major Development) 2005

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy No 62 - Sustainable Aquaculture

State Environmental Planning Policy (Affordable Rental Housing) 2009

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

PROPOSED ENVIRONMENTAL PLANNING INSTRUMENTS

Draft State Environmental Planning Policy (Competition) 2010

DEVELOPMENT CONTROL PLANS

Wollondilly Development Control Plan 2016

2. ZONING AND LAND USE UNDER RELEVANT LEPS

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

WOLLONDILLY LOCAL ENVIRONMENTAL PLAN 2011

- (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)"),

Zone 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:

Extensive agriculture; Home occupations and development listed in Schedule 2 of Wollondilly Local Environmental Plan 2011 provided it meets the criteria in that schedule

- (c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,

Agriculture; Airports; Animal boarding or training establishments; Bed and breakfast accommodation; Boat building and repair facilities; Boat sheds; Cellar door premises; Cemeteries; Community facilities; Crematoria; Depots; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Extractive industries; Farm buildings; Farm stay accommodation; Flood mitigation works; Forestry; Freight transport facilities; Funeral homes; Group homes; Home-based child care; Home businesses; Home industries; Home occupations (sex services); Hospitals; Information and education facilities; Landscaping material supplies; Mortuaries; Places of public worship; Plant nurseries; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Research stations; Roads; Roadside stalls; Rural industries; Rural supplies; Rural workers' dwellings; Secondary dwellings; Signage; Transport depots; Veterinary hospitals; Water recreation structures; Water supply systems

- (d) the purposes for which the instrument provides that development is prohibited within the zone,

Stock and sale yards; Turf farming; Any other development not specified in item (b) or (c)

- (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,

A dwelling house cannot be erected on any lot created under clause 4.2 of Wollondilly Local Environmental Plan 2011. That is, a dwelling house cannot be erected on lots less than the minimum allotment size for subdivision which have only been created for the purpose of primary production.

Reference must be made to clause 4.2 of Wollondilly Local Environmental Plan 2011 and the Lot Size Map for further information.

Wollondilly Local Environmental Plan 2011 Clause 4.2A and the Minimum Lot Size Map sets the minimum land dimensions for the erection of a dwelling house on this land as follows:

Development consent for the purposes of the erection of a dwelling house may only be granted if no dwelling house has been erected on the land (unless the application is to replace the existing dwelling-house) and;

- (a) the lot is at least the minimum lot size specified for that land by the Lot Size Map being 16 hectares; or
- (b) the lot was created before this Plan commenced and on which a dwelling house was permissible immediately before that commencement; or
- (c) the lot resulted 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 has been registered before that commencement.

Reference must be made to Clause 4.2A of Wollondilly Local Environmental Plan 2011 and the Lot Size Map for further information.

- (f) whether the land includes or comprises critical habitat,

None known

- (g) whether the land is in a conservation area (however described),

The land is not located within a Heritage Conservation Area as provided by clause 5.10 and Schedule 5 of Wollondilly Local Environmental Plan 2011.

- (h) whether an item of environmental heritage (however described) is situated on the land.

The land contains an item of environmental heritage as provided by clause 5.10 and Schedule 5 Part 1 of Wollondilly Local Environmental Plan 2011.

2A. ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

This clause is not applicable to the Wollondilly Local Government Area.

3. COMPLYING DEVELOPMENT

- (1) Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (2) If complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy, the reasons why it may not be carried out under that clause.

- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

THE GENERAL HOUSING CODE

Complying development under the General Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land wholly comprises, or is land on which there is, an item of environmental heritage that is identified as such an item in an environmental planning instrument.

THE RURAL HOUSING CODE

Complying development under the Rural Housing Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land wholly comprises, or is land on which there is, an item of environmental heritage that is identified as such an item in an environmental planning instrument.

THE HOUSING ALTERATIONS CODE

Complying development under the Housing Alterations Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land wholly comprises, or is land on which there is, an item of environmental heritage that is identified as such an item in an environmental planning instrument.

THE GENERAL DEVELOPMENT CODE

Complying development under the General Development Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land wholly comprises, or is land on which there is, an item of environmental heritage that is identified as such an item in an environmental planning instrument.

THE COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development under the Commercial and Industrial Alterations Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land wholly comprises, or is land on which there is, an item of environmental heritage that is identified as such an item in an environmental planning instrument.

THE COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

Complying development under the Commercial and Industrial (New Buildings and Additions) Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land wholly comprises, or is land on which there is, an item of environmental heritage that is identified as such an item in an environmental planning instrument.

THE SUBDIVISIONS CODE

Complying development under the Subdivisions Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land wholly comprises, or is land on which there is, an item of environmental heritage that is identified as such an item in an environmental planning instrument.

THE DEMOLITION CODE

Complying development under the Demolition Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land wholly comprises, or is land on which there is, an item of environmental heritage that is identified as such an item in an environmental planning instrument.

THE FIRE SAFETY CODE

Complying development under the Fire Safety Code in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 MAY NOT be carried out on any of the land. The land wholly comprises, or is land on which there is, an item of environmental heritage that is identified as such an item in an environmental planning instrument.

4. COASTAL PROTECTION

Whether or not the land is affected by the operation of section 38 or 39 of the *Coastal Protection Act 1979*, but only to the extent that the council has been notified by the Department of Services, Technology and Administration.

No

4A. CERTAIN INFORMATION RELATING TO BEACHES AND COASTS

This clause is not applicable to the Wollondilly Local Government Area.

4B. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

This clause is not applicable to the Wollondilly Local Government Area.

5. MINE SUBSIDENCE

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

The land is within a proclaimed Mine Subsidence District under the Mine Subsidence Compensation Act 1961. The approval of the Mine Subsidence Board is required for all subdivision and building, except for certain minor structures. Surface development controls are in place to prevent damage from old, current or future mining. It is strongly recommended prospective purchasers consult with the Mine Subsidence Board regarding mine subsidence and any surface development guidelines. The Board can assist with information about mine subsidence and advise whether existing structures comply with the requirements of the Act

6. ROAD WIDENING AND ROAD REALIGNMENT

Whether or not the land is affected by any road widening or road realignment under:

- (a) Division 2 or Part 3 of the *Roads Act 1993*, or
- (b) Any environmental planning instrument, or
- (c) Any resolution of the council.

No

7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Whether or not the land is affected by a policy:

- (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).

No

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

- (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.

No

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

No

- (3) Words and expressions in this clause have the same meanings as in the standard instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.
-

8. LAND RESERVED FOR ACQUISITION

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

Wollondilly Local Environmental Plan 2011 does not provide for the acquisition of the subject land by a public authority as referred to in section 27 of the Act.

9. CONTRIBUTIONS PLANS

The name of each contributions plan applying to the land.

Wollondilly Development Contribution Plan 2011 applies to the land.

9A. BIODIVERSITY CERTIFIED LAND

If the land is biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*), a statement to that effect.

The land is not biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*).

10. BIOBANKING AGREEMENTS

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

Council has not been notified by the Director-General of the Department of Environment, Climate Change and Water of any biobanking agreement approved under the *Threatened Species Conservation Act 1995* for this land.

11. BUSH FIRE 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.

The land is partially bush fire prone land as shown in Council's records. Further details of any applicable restrictions on development of the land may be obtained on application to Council.

12. PROPERTY VEGETATION PLANS

Whether or not the land is land to which a property vegetation plan under the *Native Vegetation Act 2003* 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 the Act).

Council has not been notified of any such plan that affects this land.

13. ORDER UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

Whether an order has been made under the *Trees (Disputes between Neighbours) Act 2006* to carry out work in relation to a tree on the land (but only if the council has been notified of the order).

No

14. 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.

No

15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* 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 of Planning, and

There is not a current site compatibility certificate (seniors housing) as described that applies to this land.

- (b) 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.

There are currently no conditions of consent relating to a development application for seniors housing that apply to the land.

16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

A statement of whether there is a valid site compatibility certificate (infrastructure), of which the Council is aware, in respect of proposed development on the land and, if there is a certificate, that statement is to include:

- (a) the period for which the certificate is valid, and
- (b) that a copy may be obtained from the head office of the Department of Planning.

There is not a valid site compatibility certificate (infrastructure) as described that applies to this land.

17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

- (1) A statement of 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, that statement is to include:
- (a) the period for which the certificate is current, and
 - (b) that a copy may be obtained from the head office of the Department of Planning

There is not a current site compatibility certificate (affordable rental housing) as described that applies to this land.

- (2) A statement setting out any terms of a kind referred to in clause 17 (1) or 37 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

There are currently no conditions of consent relating to a development application for affordable rental housing that apply to the land.

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.

None

- (2) The date of any subdivision order that applies to the land.

None

- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

19. SITE VERIFICATION CERTIFICATES

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:

- (a) the matter certified by the certificate, and

NOTE. A site verification certificate sets out the Director-General'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 *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

- (b) the date on which the certificate ceases to be current (if any), and
- (c) that a copy may be obtained from the head office of the Department of Planning and Infrastructure

There is no current *Site Verification Certificate* as described that applies to this land.

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

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No.

- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,

No.

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

No.

- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,

No.

- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No.

THE FOLLOWING ADDITIONAL INFORMATION IS PROVIDED UNDER:

SECTION 149(5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

For the purposes of Section 149(5), the following information is provided in relation to the subject property:

1. The subject land is not affected by a Foreshore Building Line.
 2. Any enquiries relating to whether or not the land has frontage to a classified road or a controlled access road should be referred directly to Roads and Maritime Services (RMS) on 02 4221 2495.
 3. **SECOND SYDNEY AIRPORT PROPOSAL – BADGERYS CREEK**

In April 2014 the Australian Government announced Badgerys Creek as the site of a second major airport for Sydney. The draft Airport Plan and the draft Environmental Impact Statement (EIS) for the proposed Western Sydney Airport were released for consultation in October 2015. Construction works are expected to start in 2016 with operations commencing by the mid-2020s. Information on the proposal can now be obtained from the Federal Department of Infrastructure and Regional Development or at www.westernsydneyairport.gov.au
 4. Other Matters (if applicable)
-

In respect of matters beyond the control and/or responsibility of Council, information provided is provided only to the extent that Council has been so notified by the relevant Authorities or Departments, which have responsibility for the administration of the particular status referred to.

A handwritten signature in blue ink, appearing to read 'L. Johnson', with a stylized flourish at the end.

L Johnson
GENERAL MANAGER

Any request for further information in connection with the above should be directed to Council's Duty Planner, Monday to Friday between the hours of 8am and 12pm, by telephoning (02) 4677 1100.

NOTICE TO PURCHASERS OF RURAL LAND

Wollondilly Shire Council supports the rights of persons in rural areas of the Shire to undertake and pursue agricultural production activities that are consistent with land capability and use reasonable and practical measures to avoid environmental harm and minimise impact to adjoining land users. Intending purchasers are advised that agricultural production **can** include the following activities that may have implications for occupiers and prospective purchasers of rural land:

Use of agricultural machinery (tractors, chainsaws, motorbikes)

Use of bird-scare devices

Intensive livestock production (cattle feedlots, poultry farms, piggeries, restricted dairies)

Operation of rural industries (packing sheds, abattoirs, stock and sale yards, sawmills)

Vegetation clearing

Grazing of livestock

Crop and fodder production

Soil cultivation

Crop harvesting

Use of firearms

Bushfire hazard reduction burning

Construction of firebreaks

Earthworks (construction of dams, drains, contour banks, access roads and tracks)

Fencing

Pumping and irrigation

Use of pesticides and herbicides

Spreading of manure, compost and treated effluent

Fertiliser usage

Slashing and mowing of grass

Production of silage

Re-vegetation activities (planting trees and shrubs)

Agroforestry

Livestock droving on roads

This is not an exhaustive list and intending purchasers of rural land should assess surrounding agricultural land uses and the impact these activities may have when being pursued in close proximity their proposed purchase. If you think these types of activities will affect your ability to live in a rural locality then intending purchasers are advised to reconsider their purchase and seek independent advice.

This notice is not intended to affect the rights of individuals to take action under the common law or legislation and is provided for information purposes only.

15 Attachment H – Title and Deed Search Correspondence
(Advance Legal Searchers Pty Ltd, 2016)

ADVANCE LEGAL SEARCHERS PTY LTD

(ACN 147 943 842)
ABN 82 147 943 842

P.O. Box 149
Yagoona NSW 2199

Telephone: +612 9644 1679
Mobile: 0412 169 809
Facsimile: +612 8076 3026
Email: alsearch@optusnet.com.au

28th June, 2016

MARTENS & ASSOCIATES PTY LIMITED

Suite 201, 20 George Street,
HORNSBY NSW 2077

Attention: Carolyn Stanley

RE: 95 Great Southern Road, Bargo

Current Search

Folio Identifier 1/996286 (title attached)

DP 996286 (plan attached)

Dated 20th June, 2016

Proprietor:

IRONLAW PTY LIMITED

Title Tree
Lot 1 DP 996286

Folio Identifier 1/996286

CA 64661

Conveyance Book 3470 No. 968

Conveyance Book 3069 No. 190

Conveyance Book 2944 No. 448

Conveyance Book 2793 No. 677

Conveyance Book 2462 No. 595

Conveyance Book 2272 No. 636

Conveyance Book 2155 No. 442

Conveyance Book 2000 No. 498

Conveyance Book 1124 No. 439

Summary of proprietor(s) Lot 1 DP 996286

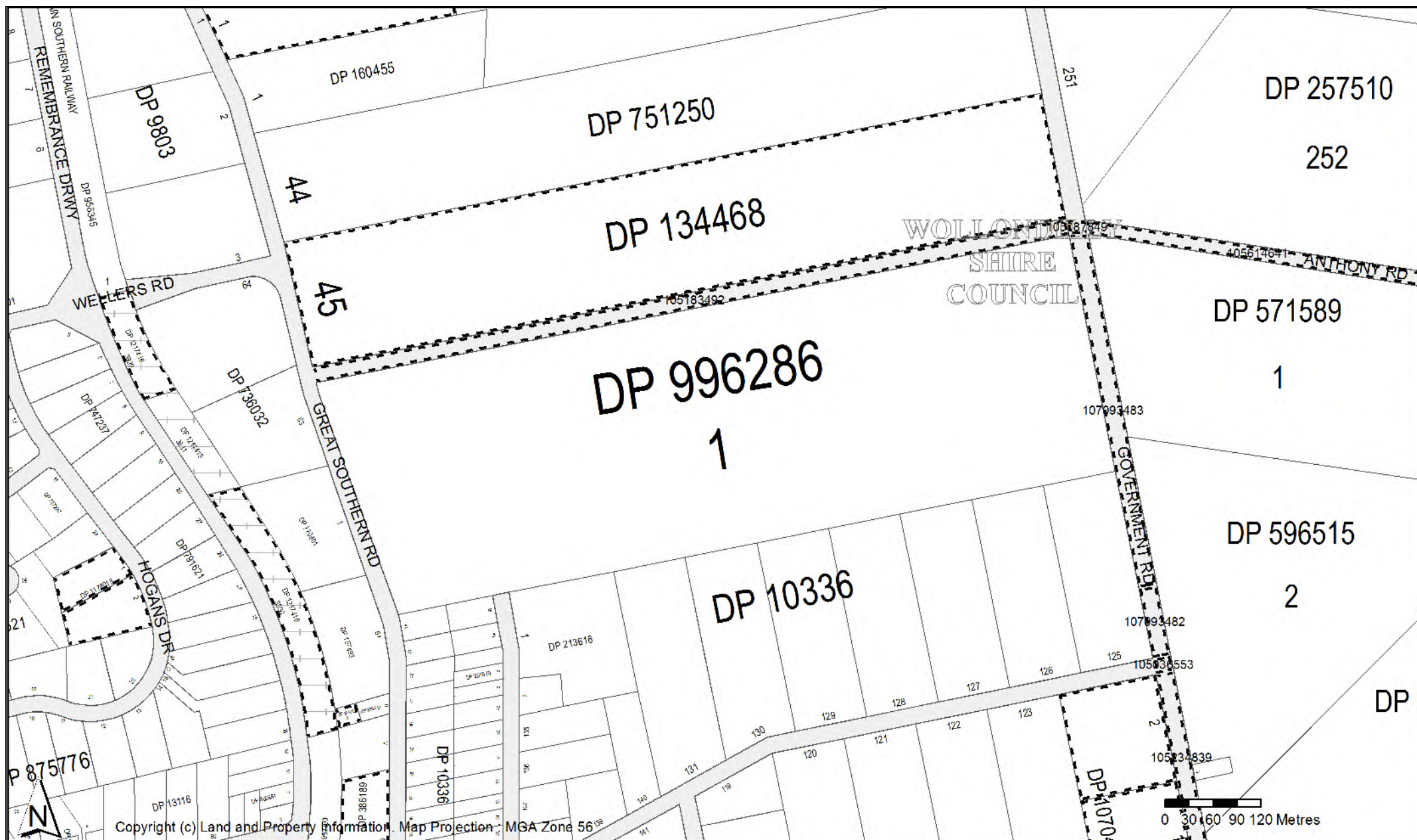
Year	Proprietor
	(Lot 1 DP 996286)
2014 – todate	Ironlaw Pty Limited
2014 – 2014	Street Talk Property Pty Ltd
1994 – 2014	Michael Joseph David Kissane Robyn Anne Kissane
	(Part Portion 46, Parish of Bargo – Area 69 Acres 3 Roods – Conv Bk 3470 No. 968)
1981 – 1994	Michael Joseph David Kissane, solicitor Robyn Anne Kissane, wife
	(Part Portion 46, Parish of Bargo – Area 69 Acres 3 Roods – Conv Bk 3069 No.190)
1972 - 1981	Lopez Holdings Pty. Limited
	(Part Portion 46, Parish of Bargo, with other land – Conv Bk 2944 No. 448)
1969 – 1972	Jack Lopez, company director / master carrier
	(Part Portion 46, Parish of Bargo, with other land – Conv Bk 2793 No. 677)
1966– 1969	John Horace Sheil, grazier
	(Part Portion 46, Parish of Bargo – Area 69 Acres 3 Roods – Conv Bk 2462 No. 595)
1958 – 1966	Reginald Henry Joyner, agent
	(Part Portion 46, Parish of Bargo – Area 69 Acres 3 Roods – Conv Bk 2272 No. 636)
1953 – 1958	John Arthur Cockerill, farmer
	(Part Portion 46, Parish of Bargo – Area 69 Acres 3 Roods – Conv Bk 2155 No. 442)
1951 – 1953	Majorie Helen Evans, wife of grazier
	(Part Portion 46, Parish of Bargo – Area 69 Acres 3 Roods – Conv Bk 2000 No. 498)
1946 – 1951	Basil Henry Woolcott, farmer
1942 – 1946	Letitia Woolcott, widow / executrix Alfred Harold Woolcott, estate
	(Portion 46, Parish of Bargo, with other lands – Area 550 Acres – Conv Bk 1124 No. 439)
1918 – 1942	Alfred Harold Woolcott, famer
1918 – 1918	Annie Phyllis McCarthy Cloutte, wife of railway employee

Ref : martens - bargo

Identified Parcel : Lot 1 DP 996286

Parish : BARGO

County : CAMDEN



Cadastral Records Enquiry Report

Ref : martens - bargo

Requested Parcel : Lot 1 DP 996286

Identified Parcel : Lot 1 DP 996286

Locality : BARGO

LGA : WOLLONDILLY

Parish : BARGO

County : CAMDEN

	Status	Surv/Comp	Purpose
DP134468			
Lot(s): 45			
 DP751250	HISTORICAL	COMPILATION	CROWN ADMIN NO.
DP208944			
Lot(s): 1			
 CA103565 - LOT 1 DP208944			
DP386189			
Lot(s): B			
 DP1216371	REGISTERED	SURVEY	EASEMENT
DP784022			
Lot(s): 2			
 DP649438	REGISTERED	COMPILATION	EASEMENT
DP1070416			
Lot(s): 1, 2			
 DP10336	HISTORICAL	SURVEY	UNRESEARCHED
DP1092321			
Lot(s): 13			
 NSW GAZ. 15-08-2008 Folio : 7638			
RESERVATION AS BEING PART OF UPPER NEPEAN STATE CONSERVATION BEING PART LOT 13 DP1092321			
DP1178015			
Lot(s): 1, 2			
 DP269708	REGISTERED	SURVEY	EASEMENT
 DP791621	HISTORICAL	SURVEY	SUBDIVISION
DP1217416			
Lot(s): 3929, 3930			
 CA175443 - LOTS 3929-3930 IN DP1217416			
Intersection			
Polygon Id(s): 105036553, 105087849			
 NSW GAZ. 11-02-2011 Folio : 584			
TRANSFER OF CROWN ROAD TO COUNCIL			
Road			
Polygon Id(s): 105183492			
 NSW GAZ. 15-03-2013 Folio : 636			
TRANSFER OF CROWN ROAD TO COUNCIL			
Polygon Id(s): 105234839, 105614641, 107093482, 107093483			
 NSW GAZ. 11-02-2011 Folio : 584			
TRANSFER OF CROWN ROAD TO COUNCIL			

Caution: For all **ACTIVITY PRIOR to SEPT 2002** you must refer to the RGs Charting and Reference Maps.

Cadastral Records Enquiry Report

Ref : martens - bargo

Requested Parcel : Lot 1 DP 996286

Identified Parcel : Lot 1 DP 996286

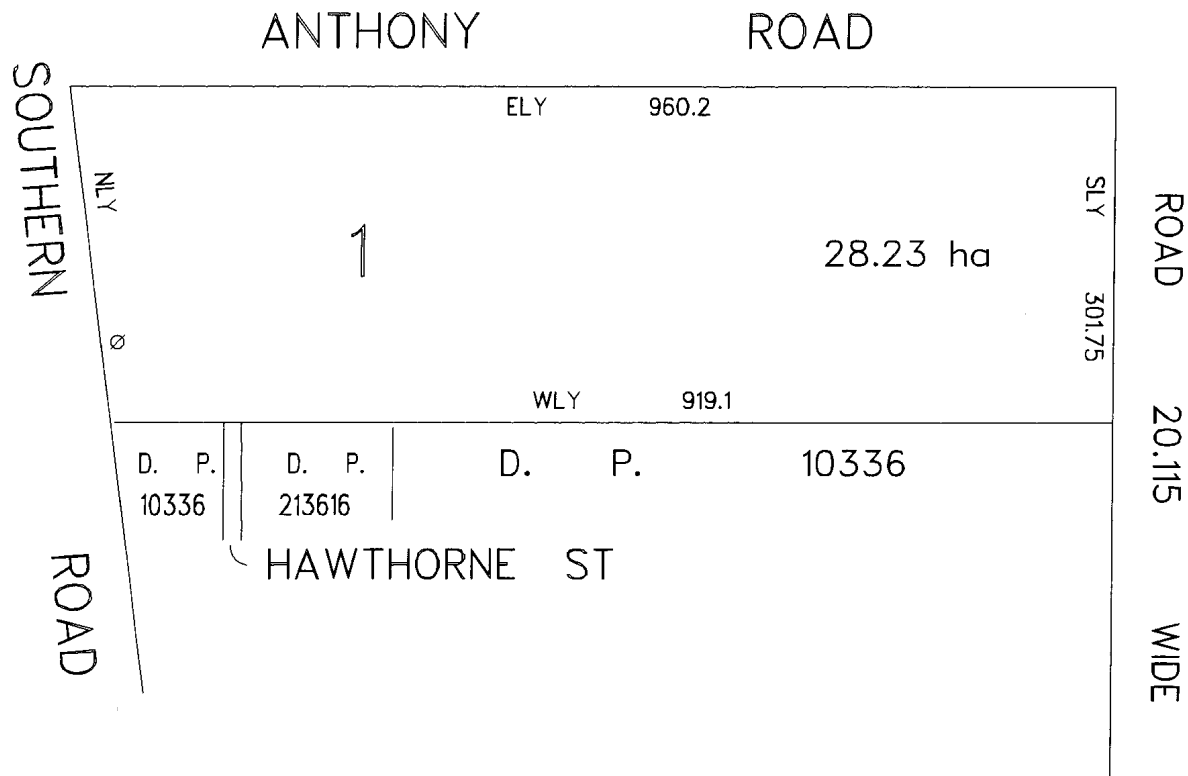
Locality : BARGO

LGA : WOLLONDILLY

Parish : BARGO

County : CAMDEN

Plan	Surv/Comp	Purpose
DP9803	SURVEY	UNRESEARCHED
DP10336	SURVEY	UNRESEARCHED
DP13116	SURVEY	UNRESEARCHED
DP134468	COMPILATION	DEPARTMENTAL
DP157493	SURVEY	UNRESEARCHED
DP160455	SURVEY	UNRESEARCHED
DP201879	COMPILATION	SUBDIVISION
DP208944	SURVEY	SUBDIVISION
DP213616	SURVEY	SUBDIVISION
DP257510	SURVEY	CROWN FOLIO CREATION
DP259522	SURVEY	SUBDIVISION
DP386189	SURVEY	UNRESEARCHED
DP566851	SURVEY	SUBDIVISION
DP571589	SURVEY	SUBDIVISION
DP596515	COMPILATION	SUBDIVISION
DP656709	COMPILATION	DEPARTMENTAL
DP733076	SURVEY	SUBDIVISION
DP736032	SURVEY	SUBDIVISION
DP747237	SURVEY	SUBDIVISION
DP751250	COMPILATION	CROWN ADMIN NO.
DP770601	COMPILATION	DEPARTMENTAL
DP784022	COMPILATION	DEPARTMENTAL
DP791621	SURVEY	SUBDIVISION
DP849821	SURVEY	SUBDIVISION
DP856442	SURVEY	REDEFINITION
DP868173	SURVEY	SUBDIVISION
DP875776	SURVEY	SUBDIVISION
DP952700	COMPILATION	UNRESEARCHED
DP956345	SURVEY	UNRESEARCHED
DP996286	COMPILATION	DEPARTMENTAL
DP1070416	SURVEY	SUBDIVISION
DP1157186	COMPILATION	CROWN LAND CONVERSION
DP1178015	UNRESEARCHED	SUBDIVISION
DP1178015	SURVEY	SUBDIVISION
DP1217416	COMPILATION	LIMITED FOLIO CREATION
DP1217418	COMPILATION	DEPARTMENTAL



D P 9 9 6 2 8 6

Registered:  SB 19-8-1994

Title System: OLD SYSTEM

Purpose: LIMITED FOLIO CREATION

Ref. Map: U5500-3#

Last Plan:-----

C A. 6 4 6 6 1
PLAN OF LAND COMPRISED IN
DEED BK. 3470 NO. 968

Lengths are in metres.
Reduction Ratio 1: 5000

L.G.A.: WOLLONDILLY
LOCALITY: WEST BARGO
PARISH: BARGO
COUNTY: CAMDEN

THIS PLAN WAS PREPARED SOLELY TO
IDENTIFY THE LAND IN THE ABOVE DEED
AND THE BOUNDARIES HAVE NOT BEEN
INVESTIGATED BY THE REGISTRAR GENERAL

THIS PLAN IS NOT A CURRENT
PLAN IN TERMS OF SEC. 327AA
LOCAL GOVERNMENT ACT, 1919.

N O O 1 D 1 D
G.D.B. -----

Ø DIMENSION OMITTED FROM DEED

Advance Legal Searchers Pty Ltd hereby certifies that the information contained in this document has been provided electronically by the Registrar General.

Information provided through Tri-Search an approved LPI/NSW Information Broker

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - HISTORICAL SEARCH

SEARCH DATE

20/6/2016 12:37PM

FOLIO: 1/996286

First Title(s): OLD SYSTEM

Prior Title(s): CA64661

Recorded	Number	Type of Instrument	C.T. Issue
19/8/1994	CA64661	CONVERSION ACTION	FOLIO CREATED EDITION 1
3/3/1995	O62060	DISCHARGE OF MORTGAGE	
3/3/1995	O62061	DISCHARGE OF MORTGAGE	
3/3/1995	O62062	DISCHARGE OF MORTGAGE	
3/3/1995	O62063	MORTGAGE	EDITION 2
30/3/1998	3886379	VARIATION OF MORTGAGE	EDITION 3
30/3/2001	7512032	VARIATION OF MORTGAGE	EDITION 4
6/2/2004	AA391670	CAVEAT	
17/5/2004	AA568044	VARIATION OF MORTGAGE	EDITION 5
16/3/2005	AB352889	WITHDRAWAL OF CAVEAT	
29/3/2005	AB373273	VARIATION OF MORTGAGE	EDITION 6
29/3/2006	AC209037	VARIATION OF MORTGAGE	EDITION 7
2/5/2007	AD89333	DISCHARGE OF MORTGAGE	EDITION 8
28/5/2014	AI458895	TRANSFER	
28/5/2014	AI458896	TRANSFER	
28/5/2014	AI458903	MORTGAGE	EDITION 9

*** END OF SEARCH ***

MARTENS - BARGO

PRINTED ON 20/6/2016

*ANY ENTRIES PRECEDED BY AN ASTERISK DO NOT APPEAR ON THE CURRENT EDITION OF THE CERTIFICATE OF TITLE. WARNING: THE INFORMATION APPEARING UNDER NOTATIONS HAS NOT BEEN FORMALLY RECORDED IN THE REGISTER.

Advance Legal Searchers Pty Ltd hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act.

Information provided through Tri-Search an approved LPI/NSW Information Broker

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 1/996286

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/6/2016	12:36 PM	9	28/5/2014

LAND

LOT 1 IN DEPOSITED PLAN 996286
AT WEST BARGO
LOCAL GOVERNMENT AREA WOLLONDILLY
PARISH OF BARGO COUNTY OF CAMDEN
TITLE DIAGRAM DP996286

FIRST SCHEDULE

IRONLAW PTY LIMITED (T AI458896)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LIMITED TITLE. LIMITATION PURSUANT TO SECTION 28T(4) OF THE REAL PROPERTY ACT, 1900. THE BOUNDARIES OF THE LAND COMPRISED HEREIN HAVE NOT BEEN INVESTIGATED BY THE REGISTRAR GENERAL.
- 3 AI458903 MORTGAGE TO MONTESSORI PTY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

martens - bargo

PRINTED ON 20/6/2016

**ANY ENTRIES PRECEDED BY AN ASTERISK DO NOT APPEAR ON THE CURRENT EDITION OF THE CERTIFICATE OF TITLE. WARNING: THE INFORMATION APPEARING UNDER NOTATIONS HAS NOT BEEN FORMALLY RECORDED IN THE REGISTER.*

Advance Legal Searchers Pty Ltd hereby certifies that the information contained in this document has been provided electronically by the Registrar General.

Information provided through Tri-Search an approved LPI/NSW Information Broker

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - DOCUMENT INQUIRY

Document Number: CA64661

Document Type: CONVERSION ACTION

Document Status: ACTION COMPLETE

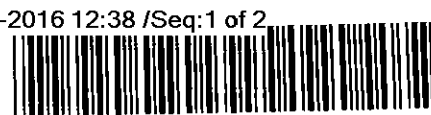
Document Status Date: 29/7/1994

Date Lodged: 29/7/1994

Affected Titles: BK 4065 NO 698

Titles Created: 1/996286

*** END OF SEARCH ***



Form: 01T
Release: 6-1

TRANSFER

(i) New South Wales
Real Property Act 1900

AI458895S

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

STAMP DUTY

Office of State Revenue use only

NEW SOUTH WALES DUTY

13-03-2014

0007515646-002

SECTION 18(2)

DUTY

*****10.00

(A) TORRENS TITLE

Folio Identifier 1/996286

(B) LODGED BYDocument
Collection
Box

302G

Name, Address or DX, Telephone, and Customer Account Number

~~PETER DAWSON ASSOCIATES~~~~CHOPIN, 500 OLD NORTHERN ROAD~~~~ROOM CORNER NSU 2158 02 96534116~~

Reference:

-13739 P. Dawson - Montessori P

BOX 302G

LegalStream

Tel: 9231 0122 Fax: 9233 8411

CODES

I

EPN: 123824M

JW

(C) TRANSFEROR

MICHAEL JOSEPH DAVID KISSANE AND ROBYN ANNE KISSANE

(D) CONSIDERATION

The transferor acknowledges receipt of the consideration of \$ 2,500,000.00

and as regards

(E) ESTATEthe abovementioned land transfers to the transferee an estate in fee simple**(F) SHARE TRANSFERRED****(G) ENCUMBRANCES (if applicable):**

IRONLAW PTY LIMITED (ACN 003 956 330)

STREET TALK PROPERTY PTY LTD (ACN 164 841 632)

TENANCY:

DATE 14 MARCH 2014

- (J)** I certify I am an eligible witness and that the transferor signed this dealing in my presence.
[See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of witness:

Signature of transferor:

See annexure

Name of witness:

Address of witness:

Certified correct for the purposes of the Real Property Act 1900 on behalf of the transferee by the person whose signature appears below.

Signature:

Signatory's name:

Signatory's capacity:

LEANNE ANDERSON
licensed conveyancer

- (K)** The transferee's agent certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. 584955 Full name: LEANNE ANDERSON Signature: Leanne Anderson

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

TRANSFEROR: MICHAEL JOSEPH DAVID KISSANE AND ROBYN ANNE KISSANE

TRANSFeree: STREET TALK PROPERTY PTY LIMITED (ACN 164 841 632)

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 transferor.

Signature of witness

Name of witness

Address of witness

Signature of transferor

k:\2130632\page 2 transfer for ironlaw.doc

NO. 0698

Verified:

INDEX PARTICULARS
GENERAL REGISTER OF DEEDS

(B) ENTRY TYPE	FAMILY NAME	GIVEN NAMES
✓	KISSANE	MICHAEL JOSEPH
✓	KISSANE	ROBYN ANNE

(C)	LOCALITY OF LAND	LINK CONVEYANCE - for Old System Land			PRINCIPAL DEED
		Book	No.	Whole/Part	
1	PARISH BARCO.	3470	968	WHOLE.	
2					
3					

(D)	CURRENT LOCAL GOVERNMENT AREA	PARISH	COUNTY
1			
2			
3			

(E) I, Howard Simpson of 228 Pitt St Sydney

2. the above index particulars of the original instrument [and on the annexure(s)] are complete and correct.

Signed:

Date: _____

28/7/9x

8

1994/267

(Combined First and Third Party Form)

Land Titles Office use only

Mortgage over Common Law and Crown Lands Tenures

(Not under the Real Property Act)

Office of State Revenue use only

This Deed made the 24th day of JUNE 1994

(A) BETWEEN MICHAEL JOSEPH DAVID KISSANE AND ROBYN ANNE KISSANE

(hereinafter called "the Mortgagor" but which expression wherever appearing in this security bears the meaning given it in Clause 46 hereof) of the first part THE SAID MICHAEL JOSEPH DAVID KISSANE AND ROBYN ANNE KISSANE

(hereinafter called "the Debtor" but which expression wherever appearing in this security bears the meaning given it in Clause 46 hereof) of the second part AND WESTPAC BANKING CORPORATION ARBN 007 457 141 (hereinafter called "the Bank") of the third part.

WITNESSES that in consideration of the Bank at the request of each of the persons undersigned (which request is testified respectively by their execution hereof) forbearing to sue forthwith in respect of advances or accommodation already granted or afforded or presently granting or affording advances or accommodation or at any time or from time to time hereafter granting or affording advances or accommodation and in each such case whether such advances or accommodation are at the discretion and during the pleasure of the Bank or otherwise to the Debtor either alone or jointly with any other person the Mortgagor as beneficial owner HEREBY APPOINTS AND CONVEYS to the Bank:

- (i) All the lands described in the Schedule hereto or comprised in or expressed to be conveyed by the deeds and documents particularised in the said Schedule or comprised in any holding under the Crown Lands Acts into which the said lands or any part thereof may be converted and
- (ii) all other lands which may be hereafter acquired by virtue of holding or in connection with the said lands or such converted holding or under these presents either by the Mortgagor or the Bank and
- (iii) all fixtures now or hereafter on any of the lands or holdings aforesaid and
- (iv) all rights and advantages now or hereafter appurtenant or belonging to any of the lands or holdings aforesaid under or by virtue of any statute or otherwise

all of which are hereinafter included in the expression "the mortgaged premises" TO HOLD such of the mortgaged premises as are not held under the provisions of the Crown Lands Acts unto the Bank in fee simple and the remainder of the mortgaged premises unto the Bank according to the nature and tenure thereof and subject to such of the provisions of the Crown Lands Acts as may be applicable thereto and subject to the proviso for redemption hereinafter contained, that is to say -

(C)

PROVIDED ALWAYS that if the Debtor or the Mortgagor shall pay to the Bank in the manner hereinafter mentioned:

- (a) All moneys already advanced or paid or now or hereafter advanced or paid by the Bank to for or for the accommodation of or on behalf of the Debtor and the Mortgagor or either of them either alone or jointly with any other person or otherwise owing or payable now or hereafter by the Debtor and the Mortgagor or either of them either alone or jointly with any other person to the Bank on any account whatsoever and without limiting in any way whatsoever the generality of the foregoing;
- (b) Also all moneys which the Bank is liable to pay or now or hereafter pays or becomes liable to pay to for or for the accommodation of or on behalf of the Debtor and the Mortgagor or either of them either alone or jointly with any other person either by advances or by reason of the Bank having already or hereafter accepted or indorsed or paid or discounted any order draft cheque promissory note bill of exchange or other engagement or entered into any bond indemnity or guarantee or otherwise incurred liabilities for or for the accommodation of or on behalf of or at the request express or implied of the Debtor and the Mortgagor or either of them either alone or jointly with any other person whether such orders drafts cheques promissory notes bills of exchange or other engagements shall have matured or not;
- (c) Also all moneys whatsoever already lent or advanced or which the Bank now or hereafter lends or advances or is or becomes in any way whatsoever liable to lend or advance to for or for the accommodation of or on behalf of any other person upon the order or request express or implied or under the authority of the Debtor and the Mortgagor or either of them acting either alone or jointly with any other person;
- (d) Also all moneys now or hereafter becoming payable by or on behalf of the Debtor and the Mortgagor or either of them either alone or jointly with any other person for discounts stamp duties postages commissions charges exchanges re-exchanges and expenses according to the usage and course of business of the Bank;

Ref:MARTEN - BARGO /Src:T

- (e) Also all moneys which the Bank is or shall be entitled to debit and charge to any account of the Debtor and the Mortgagor or either of them either alone or jointly with any other person whether under any security or document now or hereafter held by the Bank from or relating to the Debtor and the Mortgagor or either of them either alone or jointly with any other person or under the conditions or provisions herein contained or otherwise;
- (f) Also all moneys which the Debtor and the Mortgagor or either of them either alone or jointly with any other person whether directly or indirectly or contingently or otherwise or whether by way of damages or otherwise presently is or hereafter may become liable to pay to the Bank under or on any document or negotiable or other instrument or by reason of any other matter or thing whatsoever or as a result of or pursuant to any transaction or event;
- (g) Also interest upon all such moneys as aforesaid or on so much thereof as shall for the time being be owing or payable or remain unpaid without (unless the Bank otherwise in writing agrees) allowing credit for any credit balance in any account or accounts of the Mortgagor and the Debtor or either of them either alone or jointly with any other person with the Bank at the rate or respective rates agreed upon in writing if any and in the absence of any such agreement then without prior or other notice to the Mortgagor or to the Debtor at such rate or rates as the Bank from time to time determines: except as otherwise provided by the terms of any agreement in writing relating to the whole or part of such moneys such interest shall accrue from day to day and shall be computed from the day or respective days of such moneys being paid or disbursed or becoming owing and at the end of every period of such duration as the Bank may from time to time determine and ending at the end of such day as the Bank may from time to time determine (with power in the Bank to vary from time to time the length of such period or the day or days on which such period ends), or, in the absence of any such effective determination, at the end of each period of one calendar month ending at the end of the last day thereof the interest accrued due up to and including such day upon any such moneys in respect of such period or any part thereof shall (if or to the extent to which it has not already been paid) commence and thereafter so long as the whole or any part thereof shall remain unpaid shall continue to carry interest at the rate aforesaid and such accrued but unpaid interest may at the option of the Bank be debited against the Debtor or in the case of interest upon moneys lent paid or advanced to for or on account of the Mortgagor or to for or on account of any other person as aforesaid at the request of the Mortgagor or for the payment of which the Mortgagor is liable to the Bank as hereinbefore stated then against the Mortgagor PROVIDED ALWAYS that such unpaid interest upon which interest shall have become so payable shall not be deemed thereby or by reason of any such debiting as aforesaid or by the inclusion of interest with principal in any balance carried forward or account stated or otherwise than as hereinafter provided to have become capitalised or added to principal but the Bank by express entry to that effect in its books and without the necessity of giving notice to the Debtor or the Mortgagor may at any time and from time to time and as from such date as the Bank shall determine capitalise and add to the principal all or any such unpaid interest upon which interest shall have become so payable and whether such unpaid interest shall have been debited as aforesaid or not and such debiting of interest and additions to principal may be continued and made and the provisions herein contained as to the moneys on which interest is payable shall continue to be applicable so long as any of such moneys remain unpaid notwithstanding that as between the Bank and the Debtor or as between the Bank and the Mortgagor or such other person as aforesaid the relationship of banker and customer may have ceased and notwithstanding the death or bankruptcy of the Mortgagor or of such other person as aforesaid and notwithstanding any composition or compromise entered into or assented to by the Bank with or in respect of the Debtor or the Mortgagor or such other person as aforesaid and notwithstanding any judgment obtained against the Debtor or the Mortgagor or such other person as aforesaid and notwithstanding any other matter or thing whatsoever; in interpreting the foregoing provisions money shall be deemed to remain unpaid notwithstanding any compromise compounding or release made or assented to by the Bank with or in respect of the Debtor or the Mortgagor or such other person as aforesaid until the Bank shall have received the full amount to which it would have been entitled if it had not entered into such compromise compounding or release PROVIDED that the amount of moneys deemed to have remained unpaid shall not include such sums as the Bank shall have received in respect thereof;

all of which moneys and interest as aforesaid are intended to be secured by these presents and are hereinafter referred to as "the moneys hereby secured" then the Bank shall upon the request and at the cost of the Mortgagor reconvey or otherwise release from these presents the mortgaged premises or such part thereof as shall then be vested in the Bank by virtue hereof.

AND FOR THE CONSIDERATION AFORESAID the Mortgagor HEREBY COVENANTS with the Bank AND IT IS HEREBY AGREED AND DECLARED as follows:

1. THAT the Mortgagor will pay to the Bank on demand which demand may be made at any time or from time to time the moneys hereby secured or such part or parts of the moneys hereby secured as may be specified in each such demand unless there is an agreement in writing to the contrary between the Mortgagor and the Debtor or either of them and the Bank in which case the Mortgagor will pay the moneys hereby secured to the Bank at such time or times and in such manner as has been so agreed in writing or as may at any time or from time to time be agreed in writing between the Mortgagor and the Debtor or either of them and the Bank and in the event of the liability of the Mortgagor and the Debtor or either of them under these presents becoming merged in any judgment or order will pay interest on the amount for the time being owing under such judgment or order at the rate charged or chargeable by the Bank in respect of that portion of the moneys hereby secured to which such judgment or order relates immediately prior to the entry of such judgment or the making of such order.
2. THAT -
 - (a) If either the Mortgagor or the Debtor shall make any default in the observance or performance of the provisions of any security executed by either the Mortgagor or the Debtor in favour of the Bank including these presents, or
 - (b) If either the Mortgagor or the Debtor shall make any default in the observance or performance of any agreement in writing made between either the Debtor or the Mortgagor and the Bank whether relating to the payment of the moneys hereby secured or any part thereof or not, or
 - (c) If the Bank so determines in accordance with the provisions of any such agreement in writing or on the happening of any event mentioned in such agreement as an event upon the happening of which the whole of the indebtedness of either the Debtor or the Mortgagor shall become payable at the option of the Bank or otherwise, or
 - (d) In the event of the death of the Mortgagor or of the Debtor or of any Surety of the whole or any part of the indebtedness to the Bank of the Mortgagor and the Debtor or either of them or if any such Surety shall give to the Bank notice of intention to discontinue further liability under a document of suretyship, or

B (e) In the event of the bankruptcy of the Mortgagor or of the Debtor or of any Surety of the whole or any part of the indebtedness to the Bank of the Mortgagor and the Debtor or either of them except where the Mortgagor is a natural person or where the Debtor is a natural person and is also the Mortgagor.

THEN notwithstanding the provisions of any such agreement or security the whole of the moneys hereby secured shall at the option of the Bank (which option may be exercised without any notice being necessary) be payable to the Bank upon demand PROVIDED HOWEVER that no indulgence granted by the Bank or any other act or omission of the Bank following the happening of any event or arising out of any circumstance referred to in this clause shall constitute a waiver of any right conferred on the Bank hereunder.

3. THAT the Mortgagor will at all times during the continuance of this security and whether or not the Bank shall have taken possession of the mortgaged premises duly and punctually pay all rents rates taxes duties charges outgoings and assessments whether municipal parliamentary local or of any other description (and including land tax) now charged or chargeable or payable or which may hereafter be charged chargeable or payable upon or in respect of the mortgaged premises or any part thereof or upon or by the owner or occupier in respect thereof or upon or by the Bank as mortgagee in possession thereof and will indemnify the Bank against all liability under any assessment levied against it as such mortgagee in possession and will pay the same and will forthwith hand to the Bank a receipt for every payment covered by this covenant.

4. THAT the Mortgagor will maintain and protect the mortgaged premises and keep the same in a good and tenantable state of repair and in good working order and condition and will on being required so to do by the Bank forthwith amend every defect in the repair or condition thereof and will not without the written consent of the Bank pull down alter or remove any part thereof.

5. THAT the Mortgagor will:

- (a) Forthwith and at all times hereafter until this Mortgage is discharged insure the improvements and rent (if any) to the full insurable value thereof (including where applicable loss of rent) in the names of the Bank as the Mortgagee and the owner as the Mortgagor against loss or damage by fire and in addition against any other loss or damage of any kind whatsoever which the Bank may from time to time require in such insurance office as the Bank from time to time approves.
- (b) Deliver forthwith to the Bank the policy or policies of such insurance.
- (c) At least three days before each premium becomes payable pay such premium and without request to deposit with the Bank the receipt for such premium.
- (d) Not do or suffer to be done anything whereby or by reason whereof any such policy of insurance may be prejudiced or rendered void or voidable.
- (e) Not effect any further or other insurance on the improvements in the name of the Mortgagor alone.

AND any moneys which are received by virtue of any policy of insurance for the time being subsisting over the improvements notwithstanding that such policy may have been taken out in the name of the Mortgagor alone in contravention of the foregoing covenant shall be held upon trust by the party or parties receiving the said moneys:

- (i) to be applied in or towards payment of the moneys hereby secured or at the option of the Bank in re-instatement of the improvements, and
- (ii) to pay the surplus (if any) to the Mortgagor.

AND every such policy (whether or not the same shall cover any other property of the Mortgagor not comprised herein) shall be held by the Bank as a further security for the payment of the moneys hereby secured.

6. THAT the Mortgagor will duly and punctually comply with and observe all statutes now or hereafter in force and all ordinances regulations and by-laws thereunder and all requirements and orders of any authority statutory or otherwise in all cases in which the non-compliance therewith or non-observance thereof would or might impose some charge or liability or disability upon the mortgaged premises or any part thereof or prejudicially affect this security and will further duly and punctually comply with all covenants and obligations binding on the Mortgagor and contained or implied in any instrument having priority over this security or to which the interest of the Bank as mortgagee hereunder is otherwise subject.

7. THE Mortgagor will not without the prior written consent of the Bank convey assign surrender forfeit mortgage charge lease or otherwise deal with or dispose of the mortgaged premises or any part thereof and any consent by the Bank under this clause may be subject to such terms and conditions as the Bank thinks fit.

8. THAT the Mortgagor will duly observe and fulfil all conditions or requirements now or hereafter imposed or required in respect of the mortgaged premises or any part thereof by or under the Crown Lands Acts or any lease or licence relating thereto or the terms of the Grant of the mortgaged premises and will not do or suffer to be done any act deed or thing whereby the mortgaged premises or any part thereof may be or become liable to be surrendered forfeited cancelled or prejudiced in any manner whatsoever.

9. THAT the Mortgagor will not so long as any moneys are owing upon the security of these presents make any application for protection under Section 271 of the Crown Lands Consolidation Act, 1913 or under any other provision thereof or under any other Act without first giving to the Bank written notice of his intention to make such application and immediately upon giving such notice all moneys secured by these presents shall become due and payable by the Mortgagor to the Bank and the power of sale hereinafter referred to shall immediately become exercisable.

10. THAT the Mortgagor shall not without the prior written consent of the Bank surrender to the Crown all or any part of the mortgaged premises or exchange with the Crown or with any person all or any part of the same for other land of any tenure either with or without giving or receiving any money or other consideration for the purpose of equalising the exchange. In the event of any such exchange or surrender being made any land acquired as a result thereof shall thereupon be held by the Mortgagor on account of the Bank as further security for the moneys hereby secured and the power of sale and other rights and remedies hereby or by statute given to the Bank shall apply to and be capable of being enforced in respect of such land.

11. THAT as to such parts of the mortgaged premises as are or may consist of agricultural horticultural or pastoral lands the Mortgagor will clear and keep cleared therefrom all noxious growths which in the opinion of any Manager or any person authorised by him or by the Bank shall or might lessen the value or utility of such lands for agricultural horticultural or pastoral purposes respectively And will use all reasonable measures and erect and keep in repair all rabbit-proof and other fencing necessary for exterminating and keeping such lands free from rabbits and other noxious animals And will at the cost and expense of the Mortgagor whenever required by the Bank so to do execute in favour of the Bank by way of further security for the moneys hereby secured a preferable lien on every then ensuing crop of agricultural or horticultural produce on the said lands every such lien to be in such form and to contain such powers provisions and agreements as the Bank shall require And also will not without the written consent of the Bank give any preferable lien or other security on or over any such crop to any other person.

12. THAT the Mortgagor will not without the prior written consent of the Bank apply for or obtain from the Crown or any statutory

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authority any money or material or otherwise do or suffer anything whereby any charge or liability may be imposed upon the mortgaged premises or any part thereof in priority to or in derogation of this security.

13. THAT in the event of the Crown Grant for any part of the mortgaged premises issuing or being about to issue in the name of the Mortgagor the Mortgagor will forthwith on the request of the Bank but at the cost of the Mortgagor execute all instruments and authorities necessary to enable the Bank to obtain delivery of such Crown Grant and also a legal mortgage over the land comprised therein in favour of the Bank in such form as the Bank may require to further secure the moneys hereby secured.

14. THAT it shall be lawful for the Bank during the continuance of this security to apply for and take up under the Crown Lands Acts or any of them such further lands and of such tenure as the Bank may consider necessary for the protection or improvement of this security and to convert the mortgaged premises or any part thereof into lands of any other tenure allowed by law and to exercise and obtain the benefit of all or any powers or rights which the holder mortgagee or owner of any lands of similar tenure to the mortgaged premises might exercise and obtain the benefit of under the Crown Lands Acts or any of them and any lands acquired as aforesaid shall be transferred or otherwise assured by the Mortgagor to the Bank and shall be held by the Bank on account of the Mortgagor as further security for the moneys hereby secured and whether so assured or not shall be subject to the same rights and powers as are hereby or by statute conferred in respect of the mortgaged premises.

15. THAT the power of sale and all other powers conferred on a mortgagee by the Conveyancing Act, 1919 may be exercised by the Bank:

- (a) in the event of a default in payment of any of the moneys hereby secured, at the time and in the circumstances permitted by the said Act, and
- (b) in the event of a default in performance or observance of any of the covenants or agreements on the part of the Mortgagor herein contained or implied, not being a default in payment of any of the moneys hereby secured, upon or at any time after that default and in such case no notice or expiration of time whatsoever under the said Act shall be required previous to the exercise of any of such powers.

16. THAT at any time after default in payment of any of the moneys hereby secured or upon or after the occurrence of any of the matters or events mentioned in paragraphs (a) to (e) inclusive of Clause 2 hereof it shall be lawful for the Bank at any time and from time to time without giving to the Mortgagor any notice to do all or any of the following:

- (a) To enter upon and take possession and/or to enter into receipt of the rents and profits of all or any of the mortgaged premises and to manage the same and to pull down rebuild alter and add to any then existing building or erection thereon and to erect or make any new building or improvement thereon and to do all such things as the Bank may deem necessary to manage and efficiently carry on the mortgaged premises or to obtain income therefrom and for any of such purposes to employ managers workmen and others and otherwise to act in all respects as the Bank in its absolute discretion may think fit.
- (b) To lease the mortgaged premises or any part thereof for such time and upon such terms as the Bank deems reasonable either taking or not taking any fine or premium and either with or without the option to the lessee at any time during the currency of any such lease or at the determination thereof of purchasing the premises leased or any part thereof or of renewing any such lease and either for the purpose of occupation building agriculture grazing mining or for any other purpose whatsoever and if with option of purchase at such price and upon such terms and conditions as the Bank shall think fit and also to accept surrenders of and to determine any tenancy now existing or which may hereafter be created and to compromise with or make concessions to tenants upon such terms and conditions as the Bank may think fit. And sub-sections 5, 6, 7 and 8 of Section 106 of the Conveyancing Act, 1919 shall not apply to any lease granted by the Bank hereunder.
- (c) To surrender to the Crown all or any part of the mortgaged premises and to exchange with the Crown or with any person all or any part of the same for other land of any tenure either with or without giving or receiving any money or other consideration for the purpose of equalising the exchange and any land so acquired as aforesaid may thereupon be dealt with by the Bank as if it were part of the mortgaged premises.

17. THAT upon any sale or lease hereunder or under any statute the mortgaged premises or any part thereof may be sold or leased together with any other property whether real or personal under mortgage from the Mortgagor to the Bank and whether under the general law Real Property Act, 1900 or otherwise by one contract and at one price or at one rent or in any other manner the Bank may deem expedient with full power to apportion all costs expenses and purchase money or rents between the properties sold or leased.

18. THAT upon any sale hereunder or under any statute the Bank shall have full power to allow a purchaser any time for payment of the whole or any part of the purchase money either with interest at any rate or without interest and either with or without taking security therefor as the Bank shall think fit and the conditions of sale may include such special conditions as the Bank may think necessary.

19. THAT it shall not be necessary for any purchaser or lessee or upon the tender for registration of any instrument duly executed by the Bank for the Registrar General or other officer acting on his behalf the Crown Lands Agent or other public officer to enquire whether any money is in fact owing upon these presents or whether any default has been made or whether the power of sale or any other powers which the Bank may have exercised or purported to exercise has or have arisen or been properly or regularly exercised or into any other matter or thing in relation to the due execution thereof or otherwise and no such purchaser or lessee shall nor shall the Registrar General Crown Lands Agent or such officer or any other person be affected by notice express or constructive that the moneys hereby secured have been actually paid or that such default has not been made or that any such power has not arisen or been properly or been regularly exercised.

20. THAT as regards the rights of all persons claiming title under any act or instrument purporting to be in exercise of any power herein contained or implied or to be consequent on any default hereunder every such act or instrument shall without the necessity of proving any other fact circumstance matter or thing be of itself conclusive evidence of the fact of such default and of the fulfilment of all other preliminary conditions (if any) required for giving full effect to every such act or instrument and for excluding all objections to the registration thereof.

21. THAT in addition to any powers conferred by the Conveyancing Act, 1919 the Bank may at any time after default in payment of any of the moneys hereby secured or upon or at any time after the occurrence of any of the matters or events mentioned in paragraphs (a) to (e) inclusive of Clause 2 hereof by writing appoint such person as it thinks fit to be Receiver and any Receiver so appointed shall have the powers conferred on Receivers by the Conveyancing Act, 1919 and in addition thereto may manage and conduct the said mortgaged premises in as full and ample manner as the Mortgagor could do if these presents had not been executed and may borrow against the security of the mortgaged premises under these presents such moneys as may be thought to be required for the purpose of

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B enabling such Receiver to fully exercise any powers or authorities conferred or vested in him and may sell lease enter into share-farming agreements accept surrenders of leases and share-farming agreements collect the rents and keep the houses buildings fences and other erections thereon in repair and insure all or any of the said mortgaged premises as are of an insurable nature against loss or damage by fire or otherwise and the Receiver shall apply all moneys from whatever source received by him in the manner provided in Section 115 of the Conveyancing Act, 1919 and shall be entitled to remuneration at the rate agreed upon between him and the Bank. Any such Receiver when so appointed by the Bank shall in all cases and in all respects be the agent of the Mortgagor who shall be solely responsible for the Receiver's acts or defaults. A person paying money to the Receiver shall not be concerned to enquire whether any case has happened to authorise the Receiver to act and any Receiver appointed by the Bank may be removed and a new Receiver may be appointed from time to time in writing by the Bank. The power of appointment of a Receiver by the Bank hereunder shall be in addition to and not in substitution for the power to appoint Receivers given to mortgagees by the Conveyancing Act, 1919.

22. THAT it shall be lawful for the Bank during the continuance of this mortgage and without any further consent and notwithstanding any express dissent of the Mortgagor to pay off any prior mortgage debt or at the cost of the Mortgagor to take a transfer thereof for the benefit of the Bank which shall not be bound to enquire whether the moneys claimed to be owing on the said prior mortgage are actually owing nor shall such prior mortgagee be bound to enquire whether any moneys remain due on this mortgage and the Mortgagor hereby authorises and directs any prior mortgagee to furnish and hereby consents to any prior mortgagee furnishing the Bank from time to time with any information in relation to the state of accounts under any prior mortgage.

23. THAT if at any time after satisfaction of the moneys hereby secured there are any surplus moneys in the hands of the Bank which are payable to the Mortgagor or other person entitled to the mortgaged premises or any part thereof or authorised to give receipts for the proceeds of the sale thereof then such surplus shall not carry interest and the Bank shall be at liberty to pay the same to the credit of an account in the name of the Mortgagor or such other person in the books of the Bank and shall thereupon be under no further liability in respect thereof PROVIDED HOWEVER that any such surplus moneys may be paid by the Bank to any second or subsequent mortgagee of the mortgaged premises of whose security the Bank shall have received notice or to the person or persons deriving title under such second or subsequent mortgage whose receipt for the same shall be a sufficient discharge therefor.

24. THAT in applying any moneys towards satisfaction of the moneys hereby secured the account of the Debtor or of the Mortgagor as the case may be shall be credited only with so much of the said moneys available for the purpose as are actually received by the Bank such credit to date from the time of such receipt and this provision shall apply notwithstanding that in exercise of any power of sale the Bank may have transferred the mortgaged premises or part thereof and taken a mortgage to secure the unpaid balance of purchase money.

25. (a) That in applying any moneys towards satisfaction of the moneys hereby secured the Bank shall be at liberty to apply or appropriate such moneys in or towards satisfaction of such part of the moneys hereby secured as the Bank in its absolute discretion sees fit.

(b) That each of the Mortgagor and the Debtor will from time to time upon request by the Bank deliver to the Bank such written acknowledgment or confirmation of the respective liabilities to the Bank of the Mortgagor or of the Debtor as the case may be in respect of the moneys hereby secured as the Bank may specify.

(c) That each of the Mortgagor and the Debtor hereby irrevocably appoints the other of them severally and in case there is more than one person named as the Mortgagor or the Debtor then such persons or any two or more of them jointly and each of them severally, to be his attorney to make any payment and to give any acknowledgment or confirmation on account of or relating to the moneys hereby secured and every payment made by the Mortgagor or the Debtor on account of the moneys hereby secured and every acknowledgment or confirmation of liability in respect of the moneys hereby secured made or given by the Mortgagor or the Debtor whether expressed to be made as attorney for the other of them or not shall be binding on the other of them as if he had made such payment or given such acknowledgment or confirmation personally.

(d) It is acknowledged that the context in which this clause appears does not make inapplicable the definitions of the Mortgagor and the Debtor contained in Clause 46 of this security.

26. THAT a certificate signed by for or on behalf of any Manager stating the amount of the moneys hereby secured at the date mentioned in and such certificate shall be conclusive evidence against the Mortgagor that the amount so stated is the amount of the moneys due by the Mortgagor under these presents at the date mentioned in the said certificate and is the amount of the moneys hereby secured as at such date.

27. THAT if the Mortgagor shall make default in duly performing or observing any covenant or agreement on the part of the Mortgagor herein contained or implied it shall be lawful for but not obligatory upon the Bank without prejudice to any other right power or remedy of the Bank hereunder (whether expressed or implied) to do all things and pay all moneys necessary or expedient in the opinion of the Bank to make good or attempt to make good such default to the satisfaction of the Bank.

28. (a) That the Bank shall be at liberty from time to time without further authority than these presents to debit and charge the account of the Debtor or the account of the Mortgagor with all costs charges and expenses hereinafter mentioned and the same shall be covered by this security and shall be portion of the moneys hereby secured and the Mortgagor will indemnify the Bank against the same.

(b) That the expression "costs charges and expenses" shall for the purposes of this covenant include all costs charges and expenses stamp and other duties and payments legal or otherwise which the Bank or any attorney of the Mortgagor herein appointed may incur sustain make be put to or be liable to pay in connection with -

(i) the moneys hereby secured and any security relating thereto;

(ii) any valuation inspection or report of or concerning the mortgaged premises;

(iii) any premiums for insurance and compensation and other moneys paid or payable by the Bank or by any such attorney including insurances and compensation under the Workers' Compensation Act, 1926;

(iv) any premiums for insurance or other moneys paid or payable under or pursuant to the Builders' Licensing Act, 1971 including any moneys paid or payable in respect of obligations incurred by the Bank or by any such attorney arising out of the provisions of that Act;

(v) any account of the Debtor or of the Mortgagor;

(vi) the mortgaged premises;

(vii) the obtaining or attempting to obtain payment of the moneys hereby secured or any part thereof from the Debtor the Mortgagor or any other person;

(viii) the preparation completion enforcement and protection of this security;

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- (ix) the exercise or attempted exercise of any right power authority or remedy conferred on the Bank or on any attorney of the Mortgagor under or by virtue of this security or by statute; or
- (x) the assisting or defending of the title of the Mortgagor or the Bank in relation to this security; and in relation to any actions or proceedings arising out of or concerned with any of the above matters or any other matter connected with this security and whether or not the Debtor or the Mortgagor is a party thereto shall include not only all legal costs charges disbursements and expenses incurred by the Bank against which the Mortgagor or the Debtor may by any order of any court be liable to indemnify the Bank but also notwithstanding any such order or any order of any court under which the Bank would not otherwise be entitled to recover the same all legal costs charges disbursements and expenses which the Bank has paid or may pay to its solicitors or to any other person including the Debtor and the Mortgagor and in the case of payments to the Bank's solicitors on a solicitor and own client basis.
29. (a) That it shall be lawful for any Manager or any person authorised by him or by the Bank to enter without notice upon the mortgaged premises at all reasonable times to inspect the state and condition thereof.
- (b) That all inspections valuations reports opinions or certificates made or received by the Bank shall be for the Bank's information and purposes alone and shall remain confidential to the Bank and the Bank shall not be under any obligation and shall not be compelled to disclose the contents or effect thereof to the Mortgagor or the Debtor or to inform the Mortgagor or Debtor of any adverse matter or opinion contained therein. If the contents of such documents become known to the Mortgagor or the Debtor they shall not be relied upon by the Mortgagor or the Debtor for any purpose and shall not under any circumstances amount to a representation or warranty by the Bank.
30. THAT in the event of loss of or damage to the mortgaged premises or any part thereof from any cause covered by insurance or in the event of injury to any worker employed by the Bank or any attorney of the Mortgagor in the exercise or attempted exercise of any right power authority or remedy conferred on the Bank or on the attorney of the Mortgagor under or by virtue of this security or any statute the Bank alone shall have full power to make enforce settle and compromise all claims in respect of insurance or for compensation and to sue for recover receive and give discharges for all moneys payable by virtue thereof whether the insurance be in the name of the Bank or the Mortgagor or both or any attorney of the Mortgagor and whether it does or does not cover any other property of the Mortgagor not comprised herein And if notwithstanding the foregoing provisions any moneys payable under any policy of insurance over any part of the mortgaged premises shall come into the hands of the Mortgagor before a final discharge of these presents shall have been given to the Mortgagor such moneys shall be held by the Mortgagor in trust for the Bank and shall be paid to the Bank upon demand.
31. THAT all acts and things which under all or any of the covenants and agreements herein contained or implied ought to be done by the Mortgagor or which the Bank is hereby or by virtue hereof or by statute authorised or empowered to do may be done by any attorney of the Mortgagor hereinafter appointed either in the name of the Bank or of the Mortgagor or of such attorney And the Mortgagor hereby irrevocably appoints each of them every Manager and also the assigns of the Bank severally the attorney of the Mortgagor for the purposes aforesaid with full power for all or any of such purposes from time to time to appoint a substitute.
32. THAT the Mortgagor shall not be entitled to exercise the power of leasing and accepting surrenders of leases conferred by Sections 106 and 107 of the Conveyancing Act, 1919 without the consent in writing of the Bank.
33. THAT these presents shall be a continuing security and shall not be considered as wholly or partially discharged by the payment at any time hereafter of any of the moneys hereby secured or by any settlement of account or by any other matter or thing whatsoever and shall apply to the present or any future balance of the moneys hereby secured until a final discharge hereof has been given to the Mortgagor.
34. THAT this security and the liability of the Mortgagor hereunder shall not be determined or affected by the death of the Mortgagor or by notice of such death and where the Mortgagor or the Debtor is or becomes a partnership or firm it shall not be determined or affected by any change that may be made whether by death or otherwise in the partnership or firm of the Mortgagor or of the Debtor or any persons now or hereafter constituting or trading under the name of the said firm until or unless the Mortgagor or the executor or the administrator of the Mortgagor shall have given to the Bank notice in writing of desire to discontinue any further liability hereunder PROVIDED ALWAYS that the Bank may at its discretion discontinue all or any transactions with the Mortgagor or with the Debtor or with the partnership or firm of the Mortgagor or of the Debtor and may without restricting the generality of the foregoing decline to pay any cheques or make any advances or meet any obligations to for or on account of the Mortgagor or of the Debtor or of the partnership or firm of the Mortgagor or of the Debtor without notice to the Mortgagor or to the Debtor or to such partnership or firm or the persons now or hereafter constituting or trading under the name of the said firm as the case may be upon receipt of notice of any change whether by death of the Mortgagor or of the Debtor or otherwise in the partnership or firm of the Mortgagor or of the Debtor.
35. THAT nothing herein contained shall merge extinguish postpone lessen or otherwise prejudicially affect any lien or security which the Bank is entitled to by reason of the deposit of the documents of title relating to the mortgaged premises or any other documents or instruments or any other security now or hereafter held by the Bank or any right or remedy which the Bank now has or hereafter may have against the Mortgagor or the Debtor or any other person nor shall any other security now or hereafter held by the Bank in any way prejudicially affect the powers and provisions herein contained or implied.
36. THAT all moneys (if any) which may become payable by way of purchase money or compensation or otherwise in respect of the mortgaged premises or any part thereof shall be payable to and receivable by the Bank (whose receipt shall be a sufficient discharge for the same) and when received shall be dealt with by the Bank as if the amount had been paid by the Mortgagor under the provisions of this security or in the discretion of the Bank may be applied in permanent reduction of the whole or any part of the moneys hereby secured whether those moneys are then due and payable to the Bank or not and the Bank is hereby empowered to make claim therefor and to compromise and agree and settle upon the purchase money or compensation payable both for the Bank and for the Mortgagor and to execute releases therefor both in the name of the Mortgagor and the Bank notwithstanding anything in any statute ordinance regulation or order under which purchase money or compensation money may be payable.
37. THAT the Bank shall be entitled to the possession of the documents of title of the land for the time being comprised in this security and hereinbefore specified or any other documents issued in substitution therefor whether to the Mortgagor or to a transferee from the Mortgagor or to any other person.
38. THAT the covenants powers and provisions implied in mortgages by virtue of any statute for the time being in force shall for the purpose hereof be negatived or varied so far only as they are inconsistent with the terms and provisions hereof.
39. THAT when the position of the Mortgagor is that of surety to the Bank for any person the following provisions shall apply and in applying such provisions to any case where the Mortgagor stands as surety to the Bank for a person other than or in addition to the

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Debtor hereinbefore named the word "Debtor" where used herein shall be deemed for such purpose to refer to such other person or to such other person in addition to the Debtor hereinbefore named as the case may be:

- B**
- (a) That (subject to the restriction imposed by sub-clause (h) of this clause) in case the Mortgagor shall give to the Bank at the branch of the Bank where the account of the Debtor shall be kept written notice of desire to discontinue any further liability under this security in respect of the Debtor then and immediately after the said notice shall have been so given the liability under this security of the person giving such notice shall cease and determine so far as respects any liability which shall be incurred by the Debtor after the receipt of such notice except so far as any future liability shall arise out of some letter of credit draft cheque bill promissory note order authority or other engagement or transaction at that time current or outstanding or out of the Debtor's obligation to pay interest on the moneys for the payment of which the person giving such notice remains liable PROVIDED THAT notwithstanding any such discontinuance as regards one or more of the Mortgagors this security shall remain a continuing security as to the other or others PROVIDED FURTHER that the Bank upon receipt of any such notice of discontinuance as aforesaid and without notice to the Debtor may discontinue all or any transactions with or on behalf of the Debtor and may without restricting the generality of the foregoing decline to pay any cheques or make any advances or meet any obligations to or for or on account of the Debtor.
 - (b) That notwithstanding anything contained in this mortgage (other than Clause 47) and notwithstanding that the whole or any part of the moneys hereinbefore described as "the moneys hereby secured" are or may be irrecoverable or at any time not presently recoverable from the Debtor by the Bank (whether by reason of any legal limitation disability or incapacity of or affecting the Debtor or by reason of the rights of the Bank to enforce payment by the Debtor of the whole or any part of the moneys hereby secured having been suspended or postponed by order of any Court or otherwise or by reason of any other fact or circumstance whatsoever and whether or not the transactions or any of them relating to such moneys have been void ab initio or have been subsequently avoided and whether or not any of the matters or facts relating thereto have been or ought to have been within the knowledge of the Bank) whereby such moneys or any part thereof are not recoverable from the Mortgagor as a surety by the Bank then and in such case the Mortgagor hereby as a separate and additional liability under this mortgage indemnifies the Bank in respect of such moneys and as a principal debtor agrees with the Bank to pay to the Bank on demand a sum equal to the amount of such moneys and the terms of this mortgage shall mutatis mutandis apply as far as possible to this indemnity and the sum of money covered by this indemnity shall be deemed to be part of the moneys hereby secured.
 - (c) That this security and the liability of the Mortgagor hereunder shall not be affected or discharged by the granting to the Debtor or to any other person of any time or other indulgence or consideration or by reason of any transaction or arrangement that may take place between the Bank and the Debtor or any other person or by reason of the Bank becoming a party to or bound by any compromise assignment of property or scheme of arrangement or composition of debts or scheme of reconstruction by or relating to the Debtor or any other person or by any act neglect omission or default of the Bank whereby the whole or part of the liability of the Mortgagor to the Bank as a surety would but for this provision have been affected or discharged or by the Bank failing or neglecting to recover by the realisation of any collateral or other security or otherwise any of the moneys hereby secured or by any other laches acts or omissions or mistakes on the part of the Bank or by the release discharge abandonment or transfer either in whole or in part and either with or without consideration of any security now or hereafter held by the Bank from the Debtor or from any other person and the Bank shall be under no obligation to marshal in favour of the Mortgagor any security whatever held by the Bank or any of the funds or assets that the Bank may be entitled to receive or have a claim upon and the Bank may at its absolute discretion vary exchange renew modify release refuse to complete or to enforce or to assign any judgments specialities guarantees or other securities or instruments negotiable or otherwise held by the Bank and whether satisfied by payment or not without affecting or discharging the liability of the Mortgagor under this security.
 - (d) That until the Bank shall have received all moneys now or hereafter to become owing or payable to the Bank by the Debtor and by the Mortgagor or either of them either alone or jointly with any other person and whether under this security or otherwise the Mortgagor shall not be entitled on any grounds whatsoever to claim the benefit of any security now or hereafter held by the Bank for the payment of the moneys hereby secured or any part thereof or either directly or indirectly to claim or receive the benefit of any distribution dividend or payment arising out of or relating to the death or bankruptcy of the Debtor or of any co-surety or of any person liable jointly or severally with the Debtor to the Bank or liable under any security negotiable or otherwise now or hereafter held by the Bank as security for any moneys owing or to become owing by the Debtor to the Bank and in the event of the death or bankruptcy of the Debtor or any co-surety or any such other person whomsoever shall not be entitled to prove or claim in competition with the Bank so as to diminish any distribution dividend or payment which but for such proof the Bank would be entitled to receive arising out of or relating to such death or bankruptcy and the receipt of any distribution dividend or other payment which the Bank may receive arising out of or relating to such death or bankruptcy shall not prejudice the right of the Bank to recover from the Mortgagor the moneys hereby secured.
 - (e) That in the event of a claim that any transaction during the currency of this security affecting in any way the moneys hereby secured is void or voidable under any law relating to bankruptcy or the protection of creditors being upheld conceded or compromised the Bank shall forthwith upon such claim being upheld conceded or compromised become entitled against the Mortgagor to all such rights in respect of the moneys hereby secured as it would have had if the transaction or so much thereof as is held or conceded to be void or voidable or as is foregone on compromise had not taken place and the Mortgagor shall upon such claim being upheld conceded or compromised take all such steps and sign all such documents as may be necessary or convenient to restore to the Bank any securities held by it from the Mortgagor immediately prior to such transaction and in any such case notwithstanding anything hereinbefore contained in addition to the other moneys recoverable by the Bank from the Mortgagor hereunder the Bank shall be entitled to recover from the Mortgagor all costs and expenses whatsoever (including legal costs and expenses as between solicitor and own client) incurred by the Bank in or in connection with any negotiations or proceedings relating to any such claim as aforesaid.
 - (f) That it is agreed that the Mortgagor does not execute this instrument as a result of or by reason of any promise representation statement or information of any nature or kind whatsoever given or offered to him by or on behalf of the Bank whether in answer to any enquiry by or on behalf of the Mortgagor or not (unless such promise representation statement or information is referred to specifically or by necessary implication in this instrument or is made in writing and signed on behalf of the

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Bank by an officer of the Bank duly authorised in that behalf) and that the Bank except as provided in this instrument was not prior to its execution by the Mortgagor and is not thereafter under any duty to disclose to the Mortgagor or to do or execute any matter or thing relating to the affairs of the Debtor or his transactions with the Bank.

- (g) That the Bank may from time to time increase or otherwise vary the limit (if any) of advances and accommodation to the Debtor or otherwise amend or vary or agree to any amendment or variation of the contracts or other arrangements now or from time to time hereafter in force between the Bank and the Debtor or replace the same with new contracts or arrangements and may transact any business with for or on account of the Debtor at its absolute discretion and without any consent by the Mortgagor being necessary to the intent that this security shall extend to cover the contracts or arrangements from time to time in force between the Bank and the Debtor.
 - (h) That where this security is given in connection with any advances approved in whole or in part for the purpose of enabling or assisting the Debtor to finance the making construction or alteration of any improvements to land then until the Bank shall have issued a certificate signed by or for and on behalf of any Manager that such improvements have been completed to the satisfaction of the Bank the Mortgagor shall not be entitled to and hereby expressly waives and renounces all rights which he may have or claim to have to discontinue further liability hereunder as a surety.
40. THAT any notice to be given to or any demand to be made upon the Mortgagor or the Debtor by or on behalf of the Bank hereunder shall be deemed to be duly given or made if it be in writing and be signed by any Manager or by any other person authorised by the Bank and if it be left at or sent through the post in a prepaid envelope or wrapper addressed to the Mortgagor or the Debtor as the case may be at the usual place of abode or business or the registered office of the Mortgagor or the Debtor as the case may be last known as such to the person signing such notice or demand or be delivered personally to the Mortgagor or the Debtor as the case may be or be affixed to some part of the mortgaged premises or to some building thereon or be advertised in the Government Gazette of the State Country or place in which this security is executed by the party to whom such notice is given or upon whom such demand is made and any such mode of service shall in all respects be valid and effectual notwithstanding that at the date of such service the Mortgagor or the Debtor as the case may be may be mentally ill or mentally defective dead bankrupt or absent from the said State Country or place and notwithstanding any other matter or event whatsoever and any such notice or demand if sent through the post as aforesaid shall be deemed to have been received by the Mortgagor or the Debtor as the case may be at the time when the envelope or wrapper containing such notice or demand would in the ordinary course of post have reached the address to which it was posted and notwithstanding that it may never do so or if advertised upon the date of publication of the said Gazette.
41. THAT this instrument shall bind each of the signatories hereto to the extent aforesaid notwithstanding that one or more of the persons named herein as the Mortgagor or the Debtor may never execute the same or that the execution of this instrument by any one or more of such persons (other than the person sought to be made liable hereunder) is or may become void or voidable.
42. THAT where the Mortgagor alone has two or more accounts with the Bank or the Debtor alone has two or more accounts with the Bank or the Mortgagor jointly with the Debtor has two or more accounts with the Bank then in any such case the Bank without being under any obligation whatsoever so to do and whether or not the Bank has agreed to permit any set-off for the purpose of calculation of interest between any two or more of such accounts shall be at liberty at any time (but subject to the terms of any agreement in writing by which such right is restricted or excluded) without any notice to any party to combine any two or more accounts of the Mortgagor or any two or more accounts of the Debtor or any two or more accounts of the Mortgagor and the Debtor jointly with the Bank and thereafter to proceed in all respects in relation to such combined accounts as if they were and had always been a single account and without limiting in any way whatsoever the generality of the foregoing the Bank may to the extent to which it would be so entitled if the combined accounts had at all times been conducted as a single account decline to pay any cheques or make any advances or meet any obligations to for or for the accommodation of or on behalf of the Mortgagor and the Debtor jointly or either of them as the case may be.
43. THAT all moratorium legislation and regulations which may now or hereafter be in force and all relief and protection conferred thereby or thereunder on the Mortgagor or the Debtor so far as the same can or may be are hereby expressly excluded waived and negated.
44. PROVIDED always and it is hereby agreed and declared that the powers of entry leasing and sale and all other powers and remedies conferred on the Bank by these presents shall so far as concerns lands held under the provisions of the Crown Lands Acts or of any lease be subject to such consent as may be required under the provisions of the Crown Lands Acts or any relevant lease and shall operate and be exercisable so far only as they are not inconsistent with such provisions.
45. THAT this security shall be enforceable notwithstanding that any negotiable or other instrument security or contract shall still be in circulation or outstanding.
46. THAT except to the extent that such interpretation shall be excluded by or be repugnant to the context whenever the same is used herein:
- (a) The word "Mortgagor" shall include the assigns and the executors administrators or successors of each person who is named herein as the Mortgagor.
 - (b) When two or more persons are named herein as the Mortgagor:
 - (i) the expression "the Mortgagor" shall be a reference to each of the said persons severally as well as to any two or greater number of them jointly;
 - (ii) this instrument and the obligations and agreements on their part herein contained or implied shall bind them and every two or greater number of them jointly and each of them severally.
 - (c) The word "Debtor" shall include the assigns and the executors administrators or successors of each person who is named herein as the Debtor.
 - (d) when two or more persons are named herein as the Debtor:
 - (i) the expression "the Debtor" shall be a reference to each of the said persons severally as well as to any two or greater number of them jointly;
 - (ii) the obligations and agreements on their part herein contained or implied shall bind them and every two or greater number of them jointly and each of them severally.
 - (e) The expression "the Bank" shall mean and include the Bank its successors and assigns.
 - (f) The word "Manager" shall mean and include —
 - (i) the Secretary or Chief Accountant of the Bank or any person for the time being occupying either of those offices: or

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- (ii) any Officer of the Bank or of Westpac Banking Corporation whose title includes the word "Manager" or who is occupying an office the title of which includes the word "Manager".
- (g) The word "co-surety" shall include –
 - (i) where there is more than one Mortgagor each other of the Mortgagors and in respect of the joint obligations given by any two or more (but less than all) of the Mortgagors each other of the Mortgagors;
 - (ii) any other person not being a Mortgagor or Debtor who is liable whether as principal or surety jointly severally or jointly and severally for payment to the Bank of the moneys hereby secured or any part thereof.
- (h) The word "person" shall include a corporation.
- (i) The word "Receiver" shall include a receiver and manager.
- (j) References to bankruptcy shall include (and the word "bankrupt" shall have a similar meaning) –
 - (i) in the case of a natural person any assignment or arrangement of property or composition of debts under the Bankruptcy Laws;
 - (ii) in the case of a corporation the winding up or dissolution of the corporation the placing of the corporation under Official Management the appointment of a Receiver of the whole or any part of the assets of the corporation and any compromise arrangement or reconstruction of or relating to the corporation its creditors or members or any class of such creditors or members.
- (k) In the case of a corporation bankruptcy shall be deemed to commence –
 - (i) on the passing of a resolution or the presentation of a petition for the winding up of the corporation, or
 - (ii) on the calling of a meeting to consider a resolution for placing the corporation under Official Management, or
 - (iii) on the lodgement with any Court of any application in relation to a proposed compromise or arrangement between the corporation and its creditors or any class thereof or between the corporation and its members or any class thereof or in relation to a proposed reconstruction of the corporation, or
 - (iv) on the appointment of a Receiver of the whole or part of the assets of the corporation, and references to "death" where used in relation to a corporation shall mean the winding up or dissolution of the corporation.
- (l) The expression "Crown Lands Acts" shall mean and include the statutes now or hereafter in force relating to the alienation by sale lease or otherwise or to the occupation settlement or improvement of Crown Lands within the State of New South Wales or to Closer Settlement (including the Crown Lands Consolidation Act, 1913; the Western Lands Act, 1901; the Closer Settlement Acts; the Irrigation Acts; the Returned Soldiers' Settlement Act, 1916; the War Service Land Settlement Act, 1941; the Prickly Pear Act, 1929; the Forestry Act, 1916; and the Lord Howe Island Act, 1953) and the regulations for the time being in force under the said Acts and each or any of them.
- (m) The word "State" shall mean and include each State and Territory of Australia.
- (n) References to statutes shall include all statutes amending consolidating or replacing the statute referred to.
- (o) Words importing the singular number or plural number shall be deemed to include the plural number and singular number respectively.
- (p) Words importing any gender shall include every gender.

47. THAT –

- (a) This Clause shall have effect notwithstanding any other provision in this instrument.
- (b) To the extent that this instrument is a regulated mortgage (but not otherwise) –
 - (i) nothing in this instrument shall be construed as requiring or purporting to require or securing or purporting to secure payment or performance under a regulated contract by a debtor or by a guarantor of a debtor under a regulated contract of a debt or other pecuniary obligation or any other obligation of an amount or to an extent that exceeds the payment or performance required by the regulated contract or the contract of guarantee or permitted by the Credit Act;
 - (ii) where the Mortgagor makes default under this instrument and the Bank exercises a right in relation to this instrument arising from that default the liability of the Mortgagor to pay the Bank an amount incurred or expended in the exercise of that right shall be limited to a reasonable amount reasonably incurred or expended by the Bank in the exercise of that right;
 - (iii) the obligations of the Mortgagor in respect of interest, costs, fees, charges and insurance shall not exceed in nature, extent or otherwise the obligations which the Bank is permitted to impose by the Credit Act;
 - (iv) the consent of the Bank to the assignment or disposal of the mortgaged premises shall not be unreasonably withheld but the Bank may require such payments and consideration and impose such conditions for its consent as are expressly permitted by the Credit Act;
 - (v) the Bank's rights to assign the whole or any part of its rights as mortgagee under this instrument and its rights under any regulated contract, the performance of which is secured by this instrument, are subject to the limitations imposed by the Credit Act;
 - (vi) the Bank's liberty to appropriate moneys in or towards satisfaction of the moneys hereby secured are subject to the limitations imposed by the Credit Act;
 - (vii) the Bank's rights to demand any part of the moneys hereby secured and to exercise its rights and remedies on enforcement under this instrument are subject to the limitations imposed by the Credit Act;
 - (viii) nothing in this instrument authorises the Bank or a person acting on behalf of, or who is associated with, the Bank to enter into a regulated mortgage on behalf of the Mortgagor nor shall the Bank or a person acting on behalf of, or who is associated with, the Bank be the agent of the Mortgagor in relation to entering into a regulated mortgage; and
 - (ix) no provision in this instrument shall create or be construed as an agreement by the Mortgagor to create a mortgage over or in respect of, property that is to be, or may be, acquired by the Mortgagor after the date of this instrument save as expressly permitted by the Credit Act;

and to the extent that any provision of this instrument might otherwise be so construed, it shall be read down or severed or both, as the case may require, but to the extent that this instrument is not a regulated mortgage any such provision shall continue to take full effect as if it had not been so read down or severed.

- (c) To the extent only that this instrument is a regulated mortgage to which goods are subject, no provision of this instrument

shall be construed as authorising the Bank or a person acting on its behalf to enter upon any premises for the purpose of taking possession of goods subject to this instrument except in accordance with an order of a court or otherwise as permitted by the Credit Act nor shall any provision of this instrument be construed as relieving the Bank or any person acting on its behalf from liability for such an entry and, to the extent that any provision of this instrument might otherwise be so construed, it shall be read down or severed or both, as the case may require but to the extent that this instrument is not a regulated mortgage to which goods are subject any such provision shall continue to take full effect as if it had not been so read down or severed.

- (d) To the extent that the Mortgagor is a guarantor under a contract of guarantee in respect of the obligations of a debtor under a regulated contract and this instrument is the contract of guarantee:
- (i) the Mortgagor is not liable in respect of the regulated contract for an amount exceeding the sum of the amount for which the Debtor under the regulated contract is liable under the regulated contract and the reasonable costs of and incidental to enforcing the contract of guarantee;
 - (ii) in any case where the regulated contract is a regulated continuing credit contract or a regulated loan contract, the Mortgagor may, by notice in writing to the Bank and the Debtor under the regulated contract, discharge this instrument insofar as it relates or would relate to obligations of the Debtor incurred under the regulated contract after the notice is given; and
 - (iii) the Bank's right to demand any part of the moneys hereby secured and to exercise its rights and remedies on enforcement under this instrument are subject to the limitations imposed by the Credit Act;
- and to the extent that any provision of this instrument might otherwise be so construed it shall be read down or severed or both, as the case may require, but to the extent that this instrument is not such a contract of guarantee any such provision shall continue to take full effect as if it had not been so read down or severed.
- (e) The rights and remedies conferred on the Bank under or by virtue of this instrument are in augmentation of the rights and remedies conferred on a mortgagee under or by virtue of the Credit Act and, except to the extent that the Credit Act expressly otherwise requires, nothing in this Clause or the Credit Act excludes, modifies or restricts a right or a remedy that the Bank would have had under or in respect of this instrument if the Credit Act had not been enacted, but this instrument shall not be construed as excluding modifying or restricting the operation of any provision of the Credit Act except as (and then to the full extent) expressly permitted by the Credit Act.
- (f) References to the "Credit Act" in this Clause mean such of the following enactments as apply to this instrument: the Credit Act, 1984 (NSW); the Credit Act 1984 (Vic); any corresponding Act or Ordinance of another State or Territory of Australia which is a recognized State for the purposes of either the Credit Act, 1984 (NSW) or the Credit Act 1984 (Vic); and all Acts or Ordinances for the regulation of the provision of credit of another State or Territory of Australia (if any) which are set out in paragraph (g) of this Clause; words and expressions in this Clause which are defined in the Credit Act have the same respective meanings as are assigned to them in the Credit Act.

(D)

(g)

AND in consideration as aforesaid the Debtor hereby agrees and consents to the provisions of this security and further agrees to be bound by all provisions thereof which affect his rights or duties and accepts all obligations imposed upon him hereunder and agrees that notwithstanding the terms of any other arrangement between the Bank and the Debtor or any rights which the Debtor might otherwise have as against the Bank under any such arrangement or (subject to Clause 47) by operation of law the terms of this security shall regulate the rights of the Debtor in respect of any matters with which it deals and shall prevail over any such other arrangements or rights. The Debtor further acknowledges that in all cases where the Debtor is directly or indirectly liable to pay to the Bank the whole or any part of the moneys hereby secured whether such liability arises under this security or otherwise then if there are two or more debtors their obligation to pay the Bank shall bind them and every two or greater number of them jointly and each of them severally.

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IN WITNESS WHEREOF these presents have been duly executed the day and year first hereinbefore written.

THE SCHEDULE HEREINBEFORE REFERRED TO

B Deed of Conveyance Dated 26/6/1981 Registered Number 968 BK 3470

(E) Signed in my presence by the
*Mortgagor/Debtor who is
personally known to me

Signed in my presence by the
*Mortgagor/Debtor who is
personally known to me

P CROWLE

N KISSANE

(F) Signature of Witness

*(Mortgagor/Debtor)

Signature of Witness

*(Mortgagor/Debtor)

RK
MK

PETER JAMES CROWLE

N KISSANE

Name of Witness

*(Mortgagor/Debtor)

(BLOCK LETTERS)

Name of Witness

*(Mortgagor/Debtor)

(BLOCK LETTERS)

1 TAMBLEE CRESCENT LEUMEAH NSW

BANK MANAGER

Address and Occupation of Witness

Address and Occupation of Witness

The Common Seal of

was hereunto affixed by authority of the Board of Directors
previously given in the presence of

Secretary

Director

*(Mortgagor/Debtor)

The Common Seal of

was hereunto affixed by authority of the Board of Directors
previously given in the presence of

Secretary

Director

*(Mortgagor/Debtor)

REGISTERED IN THE
LAND TITLES OFFICE

BOOK 4065 NO. 698

29 JUL 1994



[Signature]

LODGED BY: 37Y

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Memorandum made this day of

BETWEEN Westpac Banking Corporation ARBN 007 457 141

and the within-named Mortgagor WHEREBY it is acknowledged that the within security (which is registered No.
Book), has been discharged so far as concerns the property comprised therein but reserving and without prejudice
to the rights powers and remedies if any of the said Bank as against the Mortgagor and all sureties and other persons whether under the
within security or any other security or otherwise and as against the property comprised in or charged by any such other security.

Signed for and on behalf of
WESTPAC BANKING CORPORATION by

WESTPAC BANKING CORPORATION by its Attorney who hereby
states that at the time of executing this Instrument no notice of revocation
has been received of the Power of Attorney registered in the Land Titles
Office No. Book under the authority of
which this Instrument has been executed.

.....
(Full name of Attorney)
its Attorney who is personally known to me

.....
(Witness Signature)

.....
(Attorney Signature)

* Branch/*Office

(G)
Name of Witness (BLOCK LETTERS)

Title

MORTGAGEE.

.....
Address and Occupation of Witness