Attachment 3 – Table addressing Practice Note 16 – 001 and supporting documents

Practice Note 16-001 – Classification and reclassification of public land through a local environmental plan - **checklist**

1	the current and proposed classification of the land;	Currently community. Proposed operational. **Council dedication as Community Land.** The introduction of the *Local Government Act 1993 (NSW)* required Council to classify land in the ownership of local government as either Community or Operational. In the year of 1994 at the meeting of 24 June, Council resolved to dedicate certain parcels of land as Operational Land. The subject lands were not included within the report and therefore automatically retained the classification as Community Land. In support of the above, a copy of the business paper and minute is shown in **Appendix 1.**
2	whether the land is a 'public reserve' (defined in the LG Act);	The subject land was acquired by Council by a way of transfer in 1958. The land was never dedicated as public reserve.
3	the strategic and site specific merits of the reclassification and evidence to support this	The proposed reclassification is not based on any strategic study or report. Site specific merit will be addressed in the planning proposal documentation which will include the planning proposal and its appendices, including the Council report and the Summary of planning issues checklist. Site specific merit will be further assessed as part of any Department of Planning and Environment gateway determination and public exhibition.
4	whether the planning proposal is the result of a strategic study or report;	The proposed reclassification is not based on any strategic study or report.
5	whether the planning proposal is consistent with council's community plan or other local strategic plan	Yes: consistent with Council's Community Strategic Plan – see planning proposal document and Council report.
6	a summary of council's interests in the land, including: - how and when the land was first acquired (e.g. was it dedicated, donated, provided as part of a subdivision for public open space or other purpose, or a developer contribution) - if council does not own the land, the land owner's consent;	Page 7 of the Revised Planning Proposal Submission states: *"A recent search into the history of Lot 5 DP218551 provided by Shellharbour City Council (***Appendix *12***) indicates that both Lot 1 DP211127 and Lot 5 DP218551 formed part of a site within private ownership which was acquired (for a sum) by 'The Council of the Municipality of Shellharbour' by way of Transfer 29.08.1958 (reference Number H45538 on Certificate of Title Volume 6539 Folio 158). The advice provides that there was no special conditions noted in the Transfer. The historical search indicated the original land holding which includes the lands subject to this proposal (which originally totalled just over 31 acres – approximately 13.7ha) was originally issued to a private landowner as a Crown Grant on 9th January 1821".*

	- the nature of any trusts, dedications etc;	A copy of the Crown Grant dated 9 January 1821 is shown in **Appendix 2.** To quantify the above further information is herein detailed: • An independent search noted the following: **Lot 5 DP 218551** *"The Land subject of your enquiry was acquired by The Council of the Municipality of Shellharbour by way of Transfer Number H45538 on 29.08.1958 on Certificate of Title Volume 6539 Folio 158. There are no special conditions noted in the Transfer"* A copy of the 'Search report' is shown in **Appendix 12.** **Lot 1 DP 211127** *"An investigation of the various records available for our inspection disclosed that this parcel of land was acquired by the Council of the Municipality of Shellharbour by Transfer No. H 45538 dated 29th August 1958. This transfer does not contain any restrictions against the land transferred".* A copy of the 'Search report' is shown in **Appendix 3.** • At the Ordinary Council meeting of 8 January 1958 the Council resolved *"That the Council take steps to acquire land for the widening of Beach Road and at least 2 acres of land on the northern side of Beach Road and immediately west of the line of the proposed road linking Barrack Head with Shellharbour".* • Following at the Ordinary Council meeting of 14 May 1958, the Council resolved: *Minute 60. That the recommendation of the Finance Committee and Committee of the Whole Council be adopted, with the exception of item Nos 2 and 3 of minute No 58* (not related to the subject matter) *The Recommendation noted: That negotiations be entered into with Mr Porritt for the purchase of 2 acres or alternatively the whole area of his land containing approximately 32 acres.* A copy of the business paper and minute is shown in **Appendix 4.** The evidence found notes the subject land was acquired for the purpose of **"***widening of Beach Road…(and)… linking Barrack Head with Shellharbour".* **Creation of Subject Lots** A search has revealed that Lot 1 DP211127 and Lot 5 DP218551 formed part of a site being Lot B in M.P.S (R.P) 78324. Lot 1 DP211127 – registered 24.5.1962 Deposited Plan shown in **Appendix 5.**

		Lot 5 DP218551 – Plan registered 25.10.1963 Deposited Plan 218551 shown in **Appendix 6.** At the Ordinary Council meeting of 21 February 1962, the Council resolved: *<u>Item 165 40. Subdivision of Lot B, Beach Road, Shellharbour</u>* *This subdivision is for the one acre of land to be leased by Council to the Shellharbour Surf Life Saving Club for a period of 99years. Memo – Town Clerk. The area and dimensions in the subdivision confirm to Council's requirements.* *Resolved. Totten – O'Gorman. That the subdivision be approved under the Seal of Council.* A copy of the minute is shown in **Appendix 7.** There is no known trusts or dedications of the subject land.
7	whether an interest in land is proposed to be discharged, and if so, an explanation of the reasons why;	The interests registered on the titles (folio) include: **Lot 1 DP 211127** 1. Reservations and conditions in the Crown Grant (s) 2. J258356 Lease to Alexander Smith, Douglass Harold Sanders and James O'Neill * A1199018 Application affecting Lease J258356 Lessee now Shellharbour Surf Life Saving Club Inc A copy of the folio is shown in **Appendix 8**. **Lot 5 DP218551** 1. Reservations and conditions in the Crown Grant (s) 2. AD7024292 Easement for sewerage purposes affecting the part designated (A) in DP1091230 A copy of the folio is shown in **Appendix 9**. A copy of DP1091230 is shown in **Appendices 10 A and B**. The registered interests noted on the respective folios (title) are not proposed to be discharged.
8	the effect of the reclassification (including, the loss of public open space, the land ceases to be a public reserve or particular interests will be discharged);	The planning proposal includes a generally lawned area adjoining the surf club building to the north. The intent of including this is to provide potential flexibility for function centre use in the future. The planning proposal includes an existing car parking area adjoining the surf club buildings. This would be required for function centre use and could displace public parking. While not part of the planning proposal, an area to the north of the existing car park has been identified by Council's Property Section to cater for public parking during functions if required. Use of these areas for functions would be subject to any future development application assessment and would need to be consistent with the public interest. No registered interests will be discharged as noted above.
9	evidence of public reserve status or relevant interests,	See row 2 regarding public reserve. See row 6 regarding relevant interests.

	or lack thereof applying to the land (e.g. electronic title searches, notice in a Government Gazette, trust documents);	
10	current use(s) of the land, and whether uses are authorised or unauthorised;	**Lot 1 DP211127** As noted within Page 4 of the Revised Planning Proposal Submission: *"The subject lands have a long history of use by the Shellharbour Branch Surf Lifesaving Club of Australia (SLSC) who have held a long term lease over Lot 1…since 1962. The terms of the lease relate to the operations of a clubhouse for members of the association. This lease commenced on 1 July 1962 for a term of 99 years at a yearly rental of one Pound".* The permitted use noted within Clause (c) of the lease states: *"That the Lessee will not use the demised premises or any part thereof except for the purpose of the accommodation of the Shellharbour Branch of the Surf Life Saving Association of Australia as a Club House for members of the Association and for changing rooms and dressing and toilet accommodation for the use of members of the public using the adjacent beach for surfing and swimming and for purposes reasonably incidental thereof".* As noted within Page 4 of the Revised Planning Proposal Submission: *"The subject building located on the northern portion of Lot 1 was formerly used by the Surf Life Saving Club as the 'Seaspray Function Centre'. However, the development consent specified the use of the building for functions after 6pm was reliant on the use being conducted for, or on behalf of, surf club members. The Shellharbour Surf Club seeks formal approval to use the northern building on the subject site as a function centre".*
11	current or proposed lease or agreements applying to the land, together with their duration, terms and controls	**Current Lease Details** **Lot 1 DP211127** Currently there is a lease between Shellharbour City Council and Shellharbour Surf Life Saving Club Incorporated (Club) for Lot 1 DP211127 for the operations of a club house for members of the association. This lease commenced 1 July 1962 for a term of 99 years at a yearly rental of One Pound. Under the existing Lease of the premises, the Club was permitted to remain in occupation of the premises for a term of 99 years terminating on the 30 June 2061, the annual rental being One Pound. The permitted use noted within Clause (c) of the lease states: *"That the Lessee will not use the demised premises or any part thereof except for the purpose of the accommodation of the Shellharbour Branch of the Surf Life Saving Association of Australia as a Club House for members of the Association and for changing rooms and dressing and toilet accommodation for the use of members of the public using the adjacent beach for surfing and swimming and for purposes reasonably incidental thereof".*

		A copy of the Lease is shown in **Appendix 11.** **Proposed Lease** At the Ordinary Council meeting of 27 October 2015, the Council resolved to commence the formal process including advertising and exhibition of the proposal to enter into a new lease with Shellharbour Surf Life Saving Club Incorporated for Lot 1 DP211127 Shellharbour, for an initial term of 21 years, at an annual rental of $1 a year, with a view of varying the lease to 30 years upon Minister approval. The proposed permitted use of the premises includes: *For use as a club house for members of the Surf Life Saving Club and activities auxiliary to that use as well as the hiring of premises to members of the Surf Life Saving Club (which for the avoidance of doubt allows the hiring of the Premises or part thereof to members of the Surf Life Saving Club).* *The new lease acknowledges that the Club intends to enter into a Management Agreement for the use and operation of part of the building comprising as a Function Centre and gives its in principle approval to such an arrangement subject to the Club providing the Council with the opportunity to review any proposed agreement but where such approval shall not be unreasonably withheld provided that the Council's interest shall be properly protected.* A copy of the business paper and minute is shown as **Appendix 13**.
12	current or proposed business dealings (e.g. agreement for the sale or lease of the land, the basic details of any such agreement and if relevant, when council intends to realise its asset, either immediately after rezoning/reclassification or at a later time);	See rows 10, 11, 14
13	any rezoning associated with the reclassification (if yes, need to demonstrate consistency with an endorsed Plan of Management or strategy);	An additional permitted use (function centre) is proposed in association with the proposed reclassification. Function centres are consistent with the Shellharbour Surf Club/Sea Spray Function Centre Plan of Management (POM), but only if they fit within the requirements of Section 46 of the Local Government Act which provides legal parameters for leases over community land. The land needs to be reclassified to operational to permit a full array of function centres. Once and if the land is reclassified to operational, the POM will cease to apply to the land. The other POM is the Beverley Whitfield Park/Shellharbour Swamp POM which applies to the that part of the subject land comprising the existing paved car parking area adjoining to the north of the buildings, together with a broader area outside of the subject land. Upon any reclassification

		of the land to operational, this POM would cease to apply to the subject land and continue to apply to the broader area outside of the subject land. The proposed reclassification is not based on any strategic study or report.
14	how council may or will benefit financially, and how these funds will be used;	At the Ordinary Council meeting of 27 October 2015, the Council resolved to commence the formal process including advertising and exhibition of the proposal to enter into a new lease with Shellharbour Surf Life Saving Club Incorporated for Lot 1 DP211127 Shellharbour, for an initial term of 21 years, at an annual rental of $1 a year, with a view of varying the lease to 30 years upon Minister approval. Extract from the Business Paper of the Ordinary Council Meeting 27/10/2015 *In accordance with the Draft Leasing and Licencing of Council Land and Buildings Policy an independent valuation was conducted which assessed the current market annual rental for the premises including the clubhouse and function centre to be $71,490 plus GST. This equated to $40,000 for the club house and $31,490 for the function centre.* *As noted within the Draft Policy, a minimum fee may be recommended by Council Officers on a case by case basis. It is acknowledged that the club has been operating and providing voluntary lifesaving services to the local community since 1936 when the Club initially formed. The Club has informed Council Officers of the following:* *In 2014/15 the clubs memberships was over 800 including associate and nipper members.* *There are 14 active patrols available at Shellharbour North Beach from September to April each year over every Saturday, Sunday and Public Holiday. During last season 261 patrolling members provided a total of 6691.75 volunteer hours to keep the beach safe for locals and visitors. The Club can proudly say "No lives lost on our beach this season".* *In excess of 300 Nippers attend the Nippers program which aims to educate children about surf safety and develop skills to become future life savers.* *The club maintains a vast inventory of essential lifesaving equipment that enables the Club to fulfil their water safety and patrol obligations. This includes regularly used equipment such as patrol gear, rescue boards and tubes. This equipment must be maintained in a constant state of readiness and accordingly must pass a yearly gear inspection where their function and suitability for purpose is assessed.* *Applying a wage rate excluding on-costs of $28 per hour this is in excess of $187,000 worth of volunteer labour, excluding gear and equipment.* *In addition to these costs, the Club will be responsible to maintain the premises in a good state of repair. This is not dissimilar to other leases whereby Council is responsible to maintain the premises in a structurally sound condition.* *Should the voluntary surf lifesaving services of the Club cease, Council would be required to provide such services to the local community at a significant cost to the Council.*

		A copy of the Council report and minute is shown as **Appendix 13.** Council as landowner is incurring costs in relation to payment of fees for the planning proposal application and associated processes including a public hearing in relation to reclassification.
15	how council will ensure funds remain available to fund proposed open space sites or improvements referred to in justifying the reclassification, if relevant to the proposal	Extract from the Business Paper of the Ordinary Council Meeting 27/10/2015 *As previously noted the proposed annual rental is $1. As Council is offering an annual subsidy this should be noted as an "in-kind donation" in Council's aggregate record of donations to the community. An "in-kind donation" is a donation that is made for goods or services rather than cash, accordingly this subsidy amount will not be paid out of Council's Donations Policy budget. All subsidies made under the policy are made as "in-kind donations" in the form of the use of the facility for a lesser amount in return for the services that they offer to the community as well as the maintenance responsibilities that they may undertake on the property, rather than cash from Council's Donations Policy budget.* A copy of the Council report and minute is shown as **Appendix 13.**
16	a Land Reclassification (part lots) Map, in accordance with any standard technical requirements for spatial datasets and maps, if land to be reclassified does not apply to the whole lot; and	Yes. This forms part of the planning proposal.
17	preliminary comments by a relevant government agency, including an agency that dedicated the land to council, if applicable.	Not applicable (see row 6).

that Council was misguided in thinking it must have these lands classified by 30th June 1994. Mrs Petersen went on to say that she objects to the operational classification of several properties in the area as these are public assets for the young and old and should not be in the position of being able to be sold off in the future.

She said that in the case of the Girl Guides Hall in Eastern Avenue, Shellharbour this was the only community asset built for the use of girls in the area and that Council must face up to its responsibilities to the young females in our community and not classify their building as operational.

Mrs Petersen further stated her concern regarding Lot 7 Wilson Street, Shellharbour as it is the only strip on unoccupied green grassed land in that street. She said she is concerned with the interests of the children who attend Stella Maris School which has absolutely no grassed area on which the students can sit and play. Mrs Petersen concluded by urging Council not to classify any of these public assets as operational to the detriment of of the community.

The Public Officer provided the Council with a comprehensive overview of the factual position regarding classification of public land under the new Local Government Act. He gave an explanation as to why classifications were appropriate in certain circumstances, especially with reference to parcels which are subject to leases.

In response to one of Mrs Petersen's comments, the General Manager drew the Councillor's attention to BP Ref 118, where the Public Officer's report states that "a Council may by resolution classify".

Note: Councillor Hawker here retired from the meeting (9.53pm).

476 RESOLVED: Hudson - Fowler. That the Public Officer's recommendation be adopted.

CARRIED with two dissenting votes (Cowan & Greig).

15.2 LOCAL GOVERNMENT ACT, 1993 - CODE OF CONDUCT (G93/61)

477 RESOLVED: Praml - Pilton. That the Public Officer's recommendation be adopted.

QUESTIONS WITHOUT NOTICE

478 Councillor Cowan requested that investigation be made into the relocation of the three bottle recycling bins currently at the front of Centenary Hall. He said that perhaps another location just down the side might be more appropriate. (G92/798)

479 Councillor Cowan requested attention to the bottle recycling bins outside Centenary Hall which appeared not to get completely emptied. (P435.108/1)

SHELLHARBOUR COUNCIL

PUBLIC OFFICER'S REPORT

To The General Manager

15.1 CLASSIFICATION OF PUBLIC LAND UNDER THE NEW LOCAL GOVERNMENT ACT, 1993 (G93/244)

This report has been compiled under the following headings:

(A) Aim of Report.
(B) The Council's Land Register.
(C) Facts related to classification of Public Land.
(D) The eighty nine (89) parcels of land now under consideration for classification as Operational.
(E) How to identify the land now under consideration for classification as Operational.
(F) Eleven (11) parcels of land which have been deleted or varied for the reasons as outlined.
(G) Land previously dealt with by Council on 6th September, 1993.
(H) Comments on land classified as Community Land.
(I) Comments as the result of public submissions on the eighty nine (89) parcels of land now under consideration for classification as Operational (copies of public submissions have been forwarded out to all Councillors under separate cover).
(J) Summary.
(K) Recommendation.

* * * * * * * * * * *

(A) **Aim**

Council must classify all its Public Land by 1st July 1994 as either Community Land or Operational Land. This classification forms part of a land register which is to be kept by Council of all land vested in it or under its control.

(B) **The Council's Land Register**

The land register must include the following:

* the name (if any) by which the land is known
* the address or location of the land
* the reference to title of the land
* the name of the owner of the land
* whether or not the land is Crown land
* its classification
* whether or not there is a plan of management for the land
* the zoning (if any) of the land under an environmental planning instrument
* particulars of any agreement (including any lease or licence) entered into by the Council with respect to the land

(C) **Facts Related to Classification of Public Land**

* the new Local Government Act 1993 commenced on 1st July 1993 requiring the classification of public land
* no classification of public land was required by the Local Government Act 1919 (repealed 1st July 1993)
* classification does not change or have any affect on zoning
* land is being classified - not the buildings
* certain land vested in or under the control of Council was automatically classified as community land on the commencement of the new Act (1st July 1993)
* if Council did absolutely nothing between 1st July 1993 and 30th June 1994 then all land will be classified as community (this would include zonings of business, industrial and residential)
* it is not only Shellharbour Council involved in classification of public land but also the 176 other Local Government areas
* within one year after 1st July 1993, a Council may by a resolution classify as community land or operational land any public land that is vested in or under Council's control
* for Council to classify land as operational in the first year (1st July 1993 to 30th June 1994) the process is for a notice of intent, public exhibition, consideration of submissions and then classification by resolution of Council. From 30th June 1994 Council can reclassify land to Operational from Community. However, the procedure is to prepare a Local Environmental Plan and hold a public hearing
* Council can at any time in the future reclassify land from community to Operational, or Operational to Community subject to the procedures as set out in the Local Government Act 1993
* at the present time approximately 420 parcels of land have been identified as community land. The operational land now under consideration, if approved, will make a total of 102 parcels of land representing only 19.5% of Council's public land.

(D) THE EIGHTY NINE (89) PARCELS OF LAND NOW UNDER CONSIDERATION FOR CLASSIFICATION AS OPERATIONAL LAND

This list is in suburb order from Windang Bridge south to Bass Point and Dunmore, then west from Barrack Heights to Albion Park.

* Indicates a single objection.

LAKE ILLAWARRA

	LD No	DESCRIPTION	
1.	1	Addison Avenue, Lake Illawarra	Lot 88, DP 24325 (Car Park)

WARILLA

2.	76	Beverley Avenue, Warilla	Lot 40, DP 23988 (Car Park)
3.	77	Beverley Avenue, Warilla	Lots 38 & 39, DP 23988 (Car Park)
4.	78	Beverley Avenue, Warilla	Lots 36, DP 23988 (Car Park)
5.	79	Beverley Avenue, Warilla	Lot 37, DP 23988 (Car Park)
6.	80	Beverley Avenue, Warilla	Lot 33, DP 23988 (Car Park)
7.	81	Beverley Avenue, Warilla	Lots 34 & 35, DP 23988 (Car Park)
8.	82	Beverley Avenue, Warilla	Lot 41, DP 23988 (Car Park)
9. **	632	Queen Street, Warilla	Lot 404, DP 225930 (Baby Health Centre)
10.	753	Terry Avenue, Warilla	Lot 2, DP 813161 (Car Park)
11. *	3009	Harvey Street, Warilla	Lot 407, DP 225930 (Leased from Housing Commission for Warilla Childcare Centre)
12.	3509	Shellharbour Road, Warilla	Part of lot 235, DP 236194 (Leased from Warilla RSL Club for car parking)

SHELLHARBOUR

13.	5	Addison Street, Shellharbour	Lot 1, DP 745795 (Old Corner Store)
14.****	6	Addison Street, Shellharbour	Lots 9 & 10, DP 11740 (Shellharbour Public Hall)

15.***** ***** *****

	31	Bass Point Reserve, Bass Point	Lot 3, DP 248002 (Proposed Transfer to Killalea State Recreation Area)
16.	32	Boollwarroo Parade, Shellharbour	Lot 5, DP 248002 (Land providing access to Bass Point & possible transfer to Killalea State Recreation Area)
17.	33	Boollwarroo Parade, Shellharbour	Lot 6, DP 248002 (Land providing access to Bass Point & possible transfer to Killalea State Recreation Area)
18. *	49	Cnr Beach Road & Eastern Avenue, Shellharbour	Lot 1, DP 247053 (Girl Guides Hall)
19. *	50	Cnr Beach Road & Eastern Avenue, Shellharbour	Lot 2, DP 247053 (Girl Guides Hall)
20. *	200	Eastern Avenue, Shellharbour	Lot 3, DP 247053 (Girl Guides Hall)
21.	478	Mary Street, Shellharbour	Lot 1, DP 724083 (Car park)
22. *	689	Shellharbour Road, Shellharbour	Lot 1, DP 584291 (Leased to Shellharbour Golf Club)
23. *	691	Shellharbour Road, Shellharbour	Lot 3, DP 529282 (Shellharbour Cemetery)
24. *	893	Wilson Street, Shellharbour	Lot 7, DP 17992 (Residential Land)

DUNMORE

25.	110	Buckleys Road, Dunmore	Pt Lot 21, DP 3710 (Part Dunmore Waste Disposal Depot)
26.	111	Buckleys Road, Dunmore	Lot 1, DP 110135 (Part Dunmore Waste Disposal Depot)
27.	112	Buckleys Road, Dunmore	Lot 1, DP 419907 (Part Dunmore Waste Disposal Depot)
28.	113	Buckleys Road, Dunmore	Lot 1, DP 179109 (Part Dunmore Waste Disposal Depot) Dunmore Substation

29.	* 470	Shellharbour Road, Dunmore	Lot 101, DP 566417 (Dunmore Bush Fire Shed)
30.	692	Shellharbour Road, Dunmore	Lot 1, DP 302910 (Rural Land Opposite Dunmore Houses)

BARRACK HEIGHTS

31.	724	Strata Avenue, Barrack Heights	Lot 188, DP 228404 (Land beneath Transmission Lines)
32.	* 3029a	Carrington Street, Barrack Heights	Lot 10, DP 700658 (Leased from Housing Commission - subleased to Illawarra Children's Action Group Ltd)
33.	* 3029b	Carrington Street, Barrack Heights	Lot 11, DP 700658 (Leased from Housing Commission - subleased to Illawarra Children's Action Group Ltd)
34.	* 3029c	Carrington Street, Barrack Heights	Lot 12, DP 700658 (Leased from Housing Commission - subleased to Illawarra Children's Action Group Ltd)

BLACKBUTT

35.	* 247	Wallaroo Drive, Blackbutt	Lot 4300, DP 819294 (Child Care Centre)

OAK FLATS

36.	123	Industrial Road, Oak Flats	Lot 585, DP 825953 (Council Depot)
37.	** 134	Central Avenue, Oak Flats	Lot 1, DP 233321 (Baby Health Centre)
38.	* 135	Central Avenue, Oak Flats	Lot 2, DP 233321 (Bush Fire Shed & Library)
39.	191	Dunsters Lane, Oak Flats	Lot 2, DP 787633 (Rural Land)
40.	192	Dunsters Lane, Oak Flats	Lot 1, DP 314109 (Rural Land)
41.	220	Fisher Street, Oak Flats	Lot 127, Sec C, DP 13638 (Car Park)
42.	221	Fisher Street, Oak Flats	Lot 126, Sec C, DP 13638 (Car Park)
43.	* 222	Fisher Street, Oak Flats	Lot 86, Sec C, DP 13638 (Land Eastern Side of Oak Flats Public Hall)
44.	223	Fisher Street, Oak Flats	Lots 14 & 15, DP 15987 (Road Reservation)

45.	224	Fisher Street, Oak Flats	Lot 13, DP 15987 (Road Reservation)
46.	226	Fisher Street, Oak Flats	Lot 258, Sec C, DP 13638 (Future Car Park)
47.	** 250	Griffiths Street, Oak Flats	Lot 77, Sec C, DP 13638 (Oak Flats Senior Citizens)
48.	** 251	Griffiths Street, Oak Flats	Lot 78, Sec C, DP 13638 (Oak Flats Senior Citizens)
49.	298	Industrial Road, Oak Flats	Lot 5, DP 543338 (Industrial Land)
50.	316	Industrial Road, Oak Flats	Lot 6, DP 807339 (Industrial Land)
51.	319	Industrial Road, Oak Flats	Lot 2, DP 591049 (Council Depot)
52.	320	Industrial Road, Oak Flats	Lot 3, DP 591049 (Council Depot)
53.	321	Industrial Road, Oak Flats	Lot 4, DP 591049 (Council Depot)
54.	333	Industrial Road, Oak Flats	Lot 1, DP 591049 (Council Depot)
55.	385	Kingston Street, Oak Flats	Lot 135, Sec C, DP 13638 (Car park)
56.	386	Kingston Street, Oak Flats	Pt Lot 134, DP 349632 (Car park)
57.	* 499	Moore Street, Oak Flats	Lot 5, DP 260098 (Special Uses) Girl Guide Hall
58.	816	Pioneer Drive, Oak Flats	Lot 71, DP 788843 (Special Uses Site)
59.	825	Pioneer Drive, Oak Flats	Lot 2, DP 605483 (Special Uses Site)
60.	3041	Fisher Street, Oak Flats	Lot 85, Sec C, DP 13638 (Hall - leased from Oak Flats Progress Assoc.)

ALBION PARK RAIL

61.	39	Bateman Avenue, Albion Park Rail	Lot 39, DP 805748 (Residential Property)
62.	40	Bateman Avenue, Albion Park Rail	Lot 40, DP 805748 (Residential Property)
63.	* 139	Corkwood Street, Albion Park Rail	Lot 676, DP 264470 ("SMARTS' Community/Craft Centre)
64.	* 146	Creamery Road, Albion Park Rail	Lot 54, Sec N, DP 11034 (Community Centre
65.	148	Creamery Road, Albion Park Rail	Lot 100, DP 632331 (Car Park)

66.	377	Kaylaur Crescent, Albion Park Rail	Lot 120, DP 564359 (Road Reservation)
67.	565	Poplar Avenue, Albion Park Rail	Lot 29, DP 570769 (Extension to Albion Park Aerodrome)
68.	567	Poplar Avenue, Albion Park Rail	Lot 28, DP 570769 (Extension to Albion Park Aerodrome)
69.	586	Princes Highway, Albion Park Rail	Pt Lot 59, Sec N, DP 11034 (Proposed Industrial Land)
70.	587	Princes Highway, Albion Park Rail	Pt Lot 60, Sec N, DP 11034 (Proposed Industrial Land)
71.	589	Princes Highway, Albion Park Rail	Lot 2, DP 557396 (Proposed Industrial Land)
72.	590	Princes Highway, Albion Park Rail	Lot 5, DP 244190 (Addition to Albion Park Aerodrome)
73.	591	Princes Highway, Albion Park Rail	Lot 1, DP 591298 (Hanger Site - Albion Park Aerodrome)
74.	592	Princes Highway, Albion Park Rail	Lot 2, DP 591298 (Hanger Site - Albion Park Aerodrome)
75.	593	Princes Highway, Albion Park Rail	Lot 3, DP 591298 (Hanger site - Albion Park Aerodrome)
76.	598	Princes Highway, Albion Park Rail	Lot 4212, DP 833774 (Part of Albion Park Aerodrome)
77.	606	Princes Highway, Albion Park Rail	Lot 162, DP 804132 (Road Reservation near Kaylaur Crescent)
78.	608	Princes Highway, Albion Park Rail	Lot 420, DP 773124 (Hanger Site - Albion Park Aerodrome)
79.	609	Princes Highway, Albion Park Rail	Lot 4211, DP 833774 (Cnr Airport Access Road, Albion Park Rail - Industrial land)
80.	610	Princes Highway, Albion Park Rail	Lot 41, DP 627450 (Hanger Site - Albion Park Aerodrome)
81.	** 612	Princes Highway, Albion Park Rail	Lot 703, DP 788084 (Koninderie Child Care Centre)
82.	613	Princes Highway, Albion Park Rail	Part of Lot 11, DP 804242 (Security Business - Albion Park Aerodrome)

83.	** 665	Robyn Road, Albion Park Rail	Lot 704, DP 788084 (Alunga Long Day Care Centre)
84.	923	Wooroo Street, Albion Park Rail	Lot 51, Sec G, DP 11034 (Road Reservation)

ALBION PARK

85.	* 815	Tongarra Road, Albion Park	Lot 1, DP 527916 (Centenary Hall). This land has been subdivided and is now part of Lot 1000, DP 813443.
86.	941	Jamberoo Road, Mt Terry - Albion Park	Pt Lot 6, DP 977931 (Ex Police Citizens Youth Club - Motor Bike Track)
87.	* 954	Tongarra Road, Albion Park	Pt Lot 27, DP 111172 (Baby Health Centre)
88.	967	Tongarra Road, Albion Park	Pt Lot 27, DP 111172 (Old Council Chambers
89.	3026	Calderwood Road, Albion Park	Lot 101, DP 627557 (Leased from Fairview Dairy for Fire Station)

(E) **How to Identify the Land Now Under Consideration for Classification as Operational Relating to Public Submissions**

The parcels of land have been given a number from 1 to 89 to enable it to be readily identified under "comments" and having regard to submissions by the public and other factors relevant to the land it has come to my attention during the assessment.

An asterisk * indicates that reference to that land has been made in a letter received as a result of the public exhibition resulting in written submissions. Each asterisk represents an objection.

(F) ELEVEN (11) PARCELS OF LAND WHICH HAVE BEEN DELETED OR VARIED FROM THE OPERATIONAL LAND LIST FOR THE REASONS AS OUTLINED

LD NO	DESCRIPTION		CLASSIFICATION
10	Addison Street, Shellharbour	Lot 13, DP 238804 (Car park)	Road
11	Addison Street, Shellharbour	Lot 10, DP 238804 (Car park)	Road
129a	Casuarina Street, Oak Flats	Lot 581, DP 825953	Sold
408b	Shellharbour Road, Warilla	Lot 1, DP 216404 has been subdivided into lots land 2, DP 833735 and lot 1, DP 833735 has been	Sold
594	Princes Highway, Albion Park Rail	Lot 320, DP 833820	Sold
609	Princes Highway, Albion Park Rail	Lot 4211, DP 833774	Sold
613	Princes Highway, Albion Park Rail	Part of lot 11, DP 804242 was zoned as 6(b) open space (private recreational) making that part	Community
885	Wentworth Street, Shellharbour	Lot 12, DP (Car park)	Road
933	Addison Street, Shellharbour	Lot 11, DP (Car park)	Road
934	Addison Street, Shellharbour	Lot 15, DP (Car park)	Road
948	Russell Street, Albion Park	Pt lot 32 & pt lot 42, DP 111172	Community

COMMENT:

The above list of eleven (11) parcels of land have either been deleted or varied from the parcels of land being dealt with as operational. The reasons being, that a number of the parcels were subjected to a search of title resulting in evidence that the parcels of land were to be acquired for road. Other parcels of land, as can be seen, have been subsequently sold and as such of no significance as to classification. Zoning caused two parcels of land to become community. Because of the zoning, part of lot 11, DP 804242 has to be classified as community land while the remaining part of lot 11, DP 804242 remains operational land.

(G) LAND PREVIOUSLY DEALT WITH BY COUNCIL ON 6/9/1993

LD No	DESCRIPTION	
67	Cnr Lake Entrance Road and Benaud Crescent, Warilla	Lot 2 DP 588826 (Warilla Library and Senior Citizens Club site)
382	King Street, Warilla	Lot 320 DP 515347 (King Street hall)
408a	Cnr Lake Entrance and Shellharbour Roads, Warilla	Lot 2 DP 833735 (Warilla Council Chambers site)
98a	Shellharbour Road, Shellharbour	Pt Lot 2 DP 248002 (Shellharbour Boatharbour/Residential Development site)
688	Shellharbour Road, Shellharbour	Lot 2 DP 584291 (Shellharbour Boatharbour/Residential Development site)
693	Shellharbour Road, Shellharbour	Lot 1 DP 624266 (Shellharbour Boatharbour/Residential Development site)
694	Shellharbour Road, Shellharbour	Lot 1 DP 630517 (Shellharbour Boatharbour/Residential Development site)
420	Lamerton Crescent, Blackbutt	Lot 3000, DP 739087 (Land adjacent to Lamerton House)
421	Lamerton Crescent, Blackbutt	Lot 4000, DP 809913 (Lamerton House)
129b	Casuarina Street, Oak Flats	Lot 583 DP 825953 (Industrial land)
129c	Casuarina Street, Oak Flats	Lot 584 DP 825953 (Industrial land)
147	Princes Highway, Albion Park Rail	Lot 490 DP 631713 (Shop site)
930	Sophia Street, Albion Park	Lot 1 DP 570091 (Jolliffe farm land)

(H) **Comments on Land Classified as Community Land**

Approximately four hundred and twenty (420) parcels of land have now been identified as a classification of Community Land. Nearly all of this land has become automatically classified as Community Land for various reasons including zoning and other reasons as described under the Local Government Act 1993, Schedule 7 Clause 6.

This list of Community Land with each parcel of land identified with a map is available for perusal by Councillors at any time.

No further action is required with this Community Land for the initial classification of Public Land before 1st July 1994 for the purposes of "Community Land". However Council is advised that from here on Community Land must be classified into up to 6 further categories. Also Council must prepare Management Plans for all its Community Land before 1st July 1996.

(I) **Comments as a Result of Public Submissions on the Eighty Nine (89) Parcels of Land Under Consideration as Classification of Operational Land**

A total of 18 letters were received from 16 authors (5 of the letters were received from outside the Council area - all referring to Bass Point Reserve, Lot 3, D.P. 248002).

Bass Point Reserve, Bass Point, Lot 3, D.P. 248002 attracted submissions from 15 of the 18 letters.

Some of the objectors referred to more than one parcel of land in their letter.

As advised verbally to the Council Meeting of 16th May 1994 and also reported to the Council Meeting 6th June 1994 under my report 15.3, certain amendments have been made to the Local Government Act 1993.

These amendments were contained in the Local Government Legislation (Miscellaneous Amendments) Act 1994.

The proposed amendment to Chapter 6, Section 45 of the Local Government Act, 1993, effects Bass Point Reserve, (Lot 3, D.P. 248002) and Lots 5 and 6, D.P. 248002, (extension of Boollwarroo Parade) in that Council would not have to take any further action on classification as community land could be transferred to the Killalea State Recreation Area.

The Director General of the Department of the Local Government and Co-operatives, at a seminar in Sydney on Thursday, 9th June 1994, indicated that the amendments to the Act would be be proclaimed on 1st July 1994.

Discussions with the Legal Branch of the Department of Local Government and Co-operatives in relation to Section 45 of the Local Government Act 1993 also indicated that this amendment would be proclaimed on 1st July 1994.

However, the dilemma for Council is that Council is required to classify before 1st July 1994. That is before the proclamation date and to clear up any doubts and to ensure that the land is to be transferred to the Killalea State Recreation Area then it should be classified as Operational Land.

Therefore the purpose of classification of Bass Point Reserve, Lot 3, D.P. 248002 and also land referred as Boollwarroo Parade, Shellharbour Lot 5, D.P. 248002 and Boollwarroo Parade, Shellharbour Lot 6, D.P. 248002 involving possible transfer, whilst now appearing to be an academic exercise should become as Operational.

Further Comments on the Submissions Received Following the Public Exhibition

It should be noted that copies of all submissions received have been forwarded out under separate cover to Councillors.

Re No. 15 Bass Point Reserve

Objections include need for protection from community development resulting in environmental vandalism, concern of Aboriginal sites, Aboriginal importance, middens, burial site and stone making, scenic beauty, permanent landmark, great historical significance, named after George Bass, memorial to the four soldiers referred to the Boston City wreck on 16th May, 1943, should be available for access to the public and tourists, littoral rainforest is one of a few left in the area, a claim that it is around ten years ago that the land was to be transferred to the Killalea State Recreation Area, stating that if classified as Operational Land it can be used for purposes other than its present use.

Comment

As stated above, the purpose of classification to operational before 1st July, 1994, is to ensure the transfer of the land to Killalea State Recreation land in order to continue its present use.

Other Lands

The public submissions made in reference to these parcels of lands have been answered under "C" and "J" in the report. The major objections appear to be the question of classification to operational however the reasons put forward are described in the sections mentioned.

9.	Re - Baby Health Centre	See "C" and "J"
11.	Re - Warilla Child Care Centre	See "C" and "J"
14.	Re - Shellharbour Public Hall	See "C" and "J"
18-20	Re - Girl Guides Hall	See "C" and "J"
22.	Re - Shellharbour Golf Club	See "C" and "J"
23.	Re - Shellharbour Cemetery	See "C"
24.	Re - Wilson Street, Shellharbour	See "C" and "J"

29.	Re - Dunmore Fire Shed	See "C" and "J"
32,33,34	Re - Illawarra Childrens Action Group	See "C" and "J"
35.	Re - Child Care Centre	See "C" and "J"
37.	Re - Baby Health Centre	See "C" and "J"
38.	Re - Central Avenue Bushfire Shed & Library	See "C" and "J"
43.	Re - Oak Flats Public Hall	See "C" and "J"
47 & 48	Re - Oak Flats Senior Citizens	See "C" and "J"
57.	Re - Girl Guides Hall	See "C" and "J"
63.	Re - "SMARTS" Corkwood Street, Albion Park Rail	See "C" and "J"
64.	Re - APR Community Centre	See "C" and "J"
81.	Re - Koninderie Child Care Centre	See "C" and "J"
83.	Re - Alunga Day Care Centre	See "C" and "J"
85.	Re - Centenary Hall	See "C" and "J"
87.	Re - Baby Health Centre	See "C" and "J"

(J) **Summary**

In presenting this report it must be accepted that it is done to enable Council to keep its best options available for its management of Public Land.

Classification of public land should be clearly understood as to what it is and reference must be made to (C) "Facts related to classification of Public Land"

Most of the land suggested as Operational Land includes land zoned as Business, Residential, Light Industrial and Special Uses.

The Operational Land represents some 19.5% of the total number of parcels of land held by Council.

Whatever the decisions taken by the present Council may be changed at any time in the future by following the procedures as set out in the Local Government Act 1993.

With classification there is no intention at all to interfere with the use of Child Care Centres, Baby Health Care Centres, Senior Citizens Buildings, Public Halls etc.

Time changes many situations.

Shellharbour Council moved from Albion Park in July 1969 to Warilla and in May 1991 moved to Lamerton House, Blackbutt. The Queen Street, Lake Illawarra Baby Health Centre is now being used for other purposes. The King Street, Warilla building as at May 1991 did house Council's Community Services Staff. The Albion Park Library has moved to a new site. The Warilla Information and Advice Centre site in Shellharbour Road, Warilla, became vacant and the organisation was relocated at the Warilla Council Chambers. The Women's Refuge Centre in Warilla was demolished and land used as open space. The Shellharbour Hall is now used for a different purpose to what it was built for. There are other factors which include e.g. the land set aside in Moore Street, Oak Flats, for a Girl Guides Hall if not operational land would have to be subjected to a lease.

Council should not just look at the present time but plan and manage for the future and therefore the best options are put forward.

History has shown where the loss of a facility has occurred a better facility has been created elsewhere.

Almost everything stated by the Public Submissions on Bass Point are correct. Classification will change nothing as there is absolutely no intention to change the present use of Bass Point Reserve and with its historical significance, its national significance of Aboriginal middence and in reality its use could never change.

SHELLHARBOUR COUNCIL

Ordinary Council Meeting 20th June 1994 BP REF: 132

(J) RECOMMENDATION

That Council resolves that the parcels of land as described under Section "D" in the report as Operational Land and be formally classified as Operational Land for the purposes of the Local Government Act 1993.

R. J. McIntyre

PUBLIC OFFICER

PUB0601-2

Serial 12 Folio 137 (Portion 20)

Appendix 2

App. 113 12 r. 01 15552 r. App. 27575 r. 34557 r. Orig.

App. 30960 r. 137 46400 53707 r.

1650 Acres.

App. 113 12 r. App. 27575 r. 112 5

Registered

Secretary & Surveyor

Registered in Secretary's Office 14th April 1834

Unto Darcy Wentworth, Esquire, His Heirs and Assigns to Have and to Hold for Ever, One Thousand Six hundred and fifty Acres of Land; lying and Situate in the District of Illawarra, Bounded on the North side by Davey's Farm bearing West; On the West side by Milham's Farm bearing South one hundred and [illegible] Chains; On the South by an East line to the Coast; And on the East by the Coast: To be called

and which said One Thousand Six hundred and fifty Acres are in lieu of Lands in the District of Bringelly surrendered by this Grantee to the Crown: Conditioned not to Sell or alienate the same for the space of Five Years from the Date hereof, and to Cultivate Seventy five Acres within the said Term and reserving to Government the Right of making a Public Road through the same, and also, reserving for the Use of the Crown Such Timber as may be deemed fit for Naval Purposes. Quit Rent One Pound Thirteen Shillings.—

In Testimony Wa this 9th day of January 182

(Signed) "L. Macquarie"

L.S.

Witnessed by,
H. Antill
A. Macquarie

Copy of original deed inserted on 23.2.1967.
Original deed filed with Acts of Parliament
24/2/67

Appendix 3

Search Report

LPI **Sydney**

Re: - Lot 1 D.P. 211127 at Shellharbour

An investigation of the various records available for our inspection disclosed that this parcel of land was acquired by the Council of the Municipality of Shellharbour by Transfer No. H 45538 dated 29th August 1958

This transfer does not contain any restrictions against the land transferred

Yours truly,
Mark Groll
11 September 2017

Req:R342526 /Doc:DL H045538 /Rev:11-Feb-2013 /Sts:OK.SC /Pgs:ALL /Prt:11-Sep-2017 15:56 /Seq:1 of 2
Ref:shellharbour /Src:M

MPLE TRANSFER. WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED, OR EASEMENTS CREATED, OR WHERE THIS FORM IS OTHERWISE UNSUITABLE, FORM R.P. 13A SHOULD BE USED.

FEES:— £ s. d.
Lodgment 2 51 50
Endorsement
Certificate

H 45538

R.P. 13. No.

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

SEVEN SHILLINGS SIX PENCE STAMP DUTY

£ 16/9/58

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

a If a less estate, strike out "in *fee simple*" and interline the required alteration.

b State in full the name of the person who furnished the consideration money.

c Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

d The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General. Where these records are inadequate for the purpose, a suitable plan may be endorsed hereon, or furnished as an annexure signed by the parties and their signatures witnessed.

Where the consent of the local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

e A very short note will suffice.

f Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.

As to instruments executed elsewhere, see Section 107 of the Real Property Act 1900-1956, Section 168 of the Conveyancing Act, 1919-1954 and Section 52A of the Evidence Act 1898-1954.

g Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

THIS SPACE TO BE LEFT FREE FROM NOTATION

NOT TO BE ALTERED BY ERASURE—See Foot Note.

I, HARRY WILFRED PORRITT of Shellharbour, Builder (herein called transferor) being registered as the proprietor of an estate in *fee simple*[a] in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of TWO THOUSAND FIVE HUNDRED POUNDS ---------- (£2,500.--) (the receipt whereof is hereby acknowledged) paid to me by[b] THE COUNCIL OF THE MUNICIPALITY OF SHELLHARBOUR, Council Chambers, Albion Park do hereby transfer to

[c] THE COUNCIL OF THE MUNICIPALITY OF SHELLHARBOUR, Council Chambers, Albion Park (herein called transferee)[e]

ALL such my Estate and Interest in ALL THE land mentioned in the schedule following :—

County.	Parish.	Reference to Title			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
CAMDEN	TERRAGONG	WHOLE	6539	158	

ENCUMBRANCES, &c., REFERRED TO.[e]

— N I L —

Signed at Albion Park the twenty ninth day of August 1958.

[f]Signed in my presence by the transferor HARRY WILFRED PORRITT WHO IS PERSONALLY KNOWN TO ME

H W Porritt
Transferor.[a]

[g]Signed

THE COMMON SEAL of the COUNCIL OF THE MUNICIPALITY OF SHELLHARBOUR was hereunto affixed on the day of 1958 pursuant to a resolution of the Council duly passed on the day of 1958:

Signed in my presence by the transferee who is personally known to me

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

M. Lamerton (NEE A. LAMERTON)
Mayor
Solicitor Wollongong
Solicitor for Transferee(s).
Town Clerk.
Whose signature hereto cannot be obtained without difficulty and delay.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50: also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

84 427—W K1165 A. H. PETTIFER, GOVERNMENT PRINTER.

65035

H 45538

No. 1

LODGED BY P. J. BILLERWELL & CO.
LAW STATIONERS
28 CASTLEREAGH STREET
SYDNEY X | 31 BW 9262

PARTIAL DISCHARGE OF MORTGAGE.[h]

(N.B.—Before execution read marginal note.)

I, mortgagee under Mortgage No. release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this day of 19 .

Signed in my presence by

who is personally known to me.

Mortgagee.

h This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.[i]

Signed at the day of 19 .

Signed in the presence of—

i Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS[j]

Appeared before me at , the day of , one thousand nine hundred and the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

j To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing.
		1 4 2 5 3 6 — Received Docs. Nos. Receiving Clerk.
Checked by	Particulars entered in Register Book, Volume 6539 Folio 158	
Passed (in S.D.B.) by	the 26th day of September 1958 at 35 minutes past 4 o'clock in the after noon.	
Signed by	Registrar-General.	

REGISTRAR GENERAL NEW SOUTH WALES

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written ...		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		

VOL. FOL.

K 2466 50 337—W

FEES.

The Fees, which are payable on lodgment, are as follows:—

(a) £2 where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.

(b) A supplementary charge of 10s. is made in each of the following—
(i) where a restrictive covenant is imposed; or
(ii) a new easement is created; or
(iii) a partial discharge of mortgage is endorsed on the transfer.

(c) Where a new Certificate of Title must issue the scale charges are—
(i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
(ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
(iii) as approved where more than one simple diagram, or an extensive diagram will appear.

Where the engrossing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

Req:R342526 /Doc:DL H045538 /Rev:11-Feb-2013 /Sts:OK.SC /Pgs:ALL /Prt:11-Sep-2017 15:56 /Seq:2 of 2
Ref:shellharbour /Src:M

Req:R342134 /Doc:CT 06539-158 CT /Rev:09-Aug-2012 /Sts:OK.OK /Prt:11-Sep-2017 15:28 /Seq:1 of 2
Ref:PSH-GROLLY-helen /Src:H

202

Appn. No. 5627

Reference to last Certificate

Vol. 4456 Fol. 97

New South Wales.

[CERTIFICATE OF TITLE.]

REGISTER BOOK.
Vol. 6539 Fol. 158

CANCELLED R

HARRY WILFRED PORRITT of Shellharbour, Builder, Transferee under Instrument of Transfer No. F678962 is now the proprietor of an Estate in Fee Simple,

subject nevertheless to the reservations and conditions, if any, contained in the Grant hereinafter referred to, and also subject to such encumbrances, liens, and interests as are notified hereon, in That piece of land situated

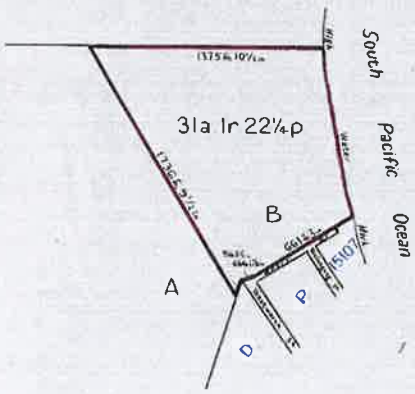
in the Municipality of Shellharbour Parish of Terragong , and County of Camden

containing Thirty one acres one rood twenty two and one quarter perches or thereabouts as shown in the plan hereon and therein edged red being Lot B in plan annexed to the said Instrument of Transfer No. F678962 and being part of 1650 acres (Portion 20 of Parish) originally granted to D'Arcy Wentworth by Crown Grant dated the 9th day of January 1821.

In witness whereof I have hereunto signed my name and affixed my Seal, this Twenty ninth day of July , 1952

Signed in the presence of

Registrar-General



Scale: 600 feet to one inch

MORTGAGE No. G747293 has been discharged.
See H45537 Entered 26th September 1958

The Council of the Municipality of Shellharbour is now the registered proprietor of the land within described.
See TRANSFER No. H45538 dated 29th August 1958
Entered 26th September 1958

That part of the land above described as is comprised in Beach Road in D.P. 211127 is now public road.
Entered: 24th May, 1962.
Registrar General.

F678962

INSCRIPTION REFERRED TO

No. G747293 MORTGAGE dated 29th June 1957
from the said Harry Wilfred Porritt to Catherine Beatrice Ann Stewart of Kiama, Spinster
Entered 8th July 1957
REGISTRAR GENERAL

Separate C/T issued for lots 1 & 2 DP 211127

OVER

Req:R342134 /Doc:CT 06539-158 CT /Rev:09-Aug-2012 /Sts:OK.OK /Prt:11-Sep-2017 15:28 /Seq:2 of 2
Ref:PSH-GROLLY-helen /Src:H

the whole (the roof)

Deposited 1+2 21.1.97 9.97 8+9

Appendix 4

35 15. Memorial Bible House, Canberra.
From the British and Foreign Bible Society asking if Council would consider becoming a "Founder of Memorial Bible House, Canberra". Stating this would cost only £100.

RECEIVED.

36 16. Appeal for Donation.
From the St. Vincent's Anti-Cancer Appeal stating that donations are needed now and will be spent now so that there will be no delay in establishing a Cobalt 60 Super Voltage "Bomb" Unit.

RECEIVED.

37 17. Notice of Motion.
Alderman Dawes submitted the following notice of motion:

> That the Council take steps to acquire land for the widening of Beach Road and at least 2 acres of land on the northern side of Beach Road and immediately west of the line of the proposed road linking Barrack Head with Shellharbour.

RESOLVED. Dawes - Pemberton. That the Council take steps to acquire land for the widening of Beach Road and at least 2 acres of land on the northern side of Beach Road and immediately west of the line of the proposed road linking Barrack Head with Shellharbour.

38 18. Award Variations.
From the Municipal Officers Association of Australia submitting a log of salaries and conditions of employment effecting all members of the inside staff with the exception of Health Inspectors. Substantial salary rises and betterment of conditions have been asked for and Council is given thirty one (31) days in which to submit any objections.

RESOLVED. Pemberton - Fitzpatrick. That this matter be referred to the Local Government Association to act on Council's behalf.

39 19. Notice of Motion.
Alderman Pemberton submitted the following notice of motion:

> That the Shellharbour Swimming Baths be closed to the public on Sunday the 19th January, 1958, for the sole use of the Shellharbour Amateur Swimming Club and the South Coast Amateur Swimming Association.

RESOLVED. Pemberton - Dawes. That the Shellharbour Swimming Baths be closed to the public on Sunday the 19th January, 1958, for the sole use of the Shellharbour Amateur Swimming Club and the South Coast Amateur Swimming Association.

40 20. Notice of Motion.
Alderman Hippisley submitted the following notice of motion:

1. That provision be made in the first available loan for the erection of a Baby Health Centre at Oak Flats.
2. That the Engineer be requested to proceed forthwith with the preparation of suitable plans and specifications for Council's consideration.
3. That an approach be made immediately to the Minister for Public Health through Mr. Howard Fowles M.L.A. requesting that a priority be allocated for the erection of a Baby Health Centre at Oak Flats as a matter of urgency.

THIS IS PAGE NO. Eight OF THE MINUTES OF THE Ordinary MEETING

OF THE MUNICIPALITY OF SHELLHARBOUR

HELD ON 8th January, 1958.

TOWN CLERK MAYOR

S&M 4624/53

ALDERMAN BEATON.

383 1. Acquisition of Porritt's land - Beach Road. Alderman Beaton asked if an approach had yet been made to Mr. Porritt.

The Town Clerk replied in the affirmative but stated that a reply had not yet been received.

ALDERMAN CARVEN.

384 1. Kerbing and Guttering - Reddall Parade. Alderman Carven asked if the provision made for 18 chains of kerbing and guttering in the £75,000 Loan would do the balance of this street. He also asked if money was allocated for the balance of the kerbing and guttering in Reddall Parade.

385 Notice of Motion.
Alderman Carven gave notice of his intention to move at the next Meeting that action be taken to use any moneys previously allocated for kerbing and guttering in Reddall Parade on such work.

386 Notice of Motion.
Alderman Carven gave notice of his intention to move at the next Meeting that the North Ward Aldermen be authorised to submit further work to the extent of £1,600 to be included in a loan programme.

387 2. Housing Commission homes - Shellharbour Road. Alderman Carven asked if the Health Inspector inspected the Housing Commission properties as previously requested.

The Chief Health Inspector reported that he had made an inspection but was not successful in finding a Mr. Pearson at home. He would follow the matter further.

388 3. Drainage - Ocean and View Streets. Alderman Carven asked if the Health Inspector had inspected the drain through properties having frontages to Ocean Street.

The Health Inspector stated that he had done so and was of the opinion that a notice should be served on each of the owners affected to thoroughly clean the drain.

389 4. Drainage from Shellharbour Road. Alderman Carven asked if it was not a fact that the Engineer had directed water off M.R.522 into this drain, and asked further if the Engineer would undertake an inspection of the watercourse and also discuss with Mr. Newbold the question of him placing a pipe in the watercourse for the purpose of a crossing.

ALDERMAN PEMBERTON.

390 1. Grass mowing - Barrack Point. Alderman Pemberton asked if it was not a fact that the mower never undertakes grass mowing at Barrack Point.

The Engineer replied that only on seldom occasions.

Alderman Pemberton thereupon asked if the Engineer would ensure that more regular attention be given.

ALDERMAN TOTTEN.

391 3. Bush Fire Relief. Alderman Totten gave notice of his intention to move at the next Meeting that a letter be written from the Council to the Lord Mayor of Sydney expressing concern that Messrs. Stephens, Condon and others who had suffered severe fencing losses in the bush fire at Yallah were unsuccessful in an application for some relief.

THIS IS PAGE NO. Sixteen OF THE MINUTES OF THE Ordinary MEETING

OF THE MUNICIPALITY OF SHELLHARBOUR

HELD ON 14th April, 1958.

TOWN CLERK MAYOR

Minute No.56 - Write Off of Rates, Interest and Sanitary and Garbage Charges for the year 1957.

That the amount of £502-19-10 be written off and abandoned on Council's Books of Account for the year 1957.

Minute No.57 - Sale of Land for Overdue Rates.
That the Deputy Town Clerk's Report be received and that Messrs. Frank Bevan & Sons be appointed to collect land purchase instalments in terms of the Deputy Town Clerk's Report.

Minute No.58 - Tenders.

1. That the tender of Mr. R.A. Hodge for £4,388 for the supply and erection of Steel Framed Corrugated Iron Shed 84' x 30' be accepted.
2. That in the case of the supply and delivery of one automatic tarring machine, the tender of Eaton & Young for £780, which includes a boiler, be accepted, subject to the inspection of this machine, and that the Mayor, Town Clerk and Chief Health Inspector inspect one of these plants which is in operation in the Shire of Gosford.
3. That the tender of J. W. Tomlin & Co. for £915 for a pan washing machine be accepted subject to this machine being capable of adjustment to operate in conjunction with Eaton & Young's tarring machine.

Minute No.60 - Proposed acquisition of part Lot B, being a resubdivision of Portion 12, Parish of Terragong.
That negotiations be entered into with Mr. Porritt for the purchase of 2 acres or alternatively the whole area of his land containing approximately 32 acres.

RESOLVED. Grey - Gorrell. That the recommendations of the Finance Committee and Committee of the Whole Council be adopted, with the exception of Items Nos. 2 and 3 of Minute No.58 - Tenders.

It was further resolved that these two items be deferred pending an inspection and report by the Mayor, Deputy Town Clerk and Chief Health Inspector.

LATE MATTERS.

470 Protest against condition of Beach Road, Barrack Point.

A late letter was received from three residents of Beach Road, Barrack Point, complaining of the bad state of Beach Road and asking could some relief be given.

RESOLVED. Pemberton - Beaton. That the matter be referred to the Engineer to make this road trafficable.

471 Deviation of Main Road No.522.

The Engineer presented a plan of the deviation of M.R.522 around the township of Shellharbour.

The East Ward Aldermen advised that a conference had been held between the Engineer and the East Ward Aldermen and the plan as submitted by the Engineer had been adopted.

RESOLVED. Pemberton - Beaton. That the amended deviation plan of M.R.522 around the township of Shellharbour as shown on a plan submitted by the Engineer be approved and that the Department of Main Roads, the Planning Authority and the Education Department be advised.

THIS IS PAGE No. Thirteen OF THE MINUTES OF THE Ordinary MEETING

of the MUNICIPALITY OF SHELLHARBOUR

HELD ON 14th May, 1958.

Deputy TOWN CLERK

MAYOR

S. & M.

594 Application for £10,000 Loan - Australasian Temperance and General Mutual Life Assurance Society Limited.

Purpose of Loan: For the construction of foundations and bitumen sealing of roads, construction of sanitary depot building and purchase of sanitary depot tarring and washing plants.

Period of Repayment: Fifteen years to be repaid by 30 equal and consecutive half yearly instalments of principal and interest of £493-16-10.

Interest Rate: 5½%.

RESOLVED. Grey - O'Gorman. That the application as read be approved and authority be given for the Seal of the Council to be affixed thereto.

595 Application for £15,000 Loan - Mercantile Mutual Insurance Company Ltd.

Purpose of Loan: Construction and formation and bitumen sealing of roads, construction of toilets and dressing sheds, Shellharbour Beach, and kerbing and guttering.

Period of Repayment: Fifteen years to be repaid by 30 equal and consecutive half yearly instalments of principal and interest combined amounting to £740-15-3.

Interest Rate: 5½%.

RESOLVED. Grey - Hippisley. That the application as read be approved and authority be given for the Seal of the Council to be affixed thereto.

596 Application for £30,000 Loan - E. S. & A. Bank Ltd.

Purpose of Loan: Erection of Public Hall and Library.

Period of Repayment: To be repaid on a 20 year repayment basis consisting of 20 equal and consecutive half-yearly instalments of principal and interest combined of £1,245-18-10, the balance of principal to be repaid at the end of 10 years.

Interest Rate: 5½%.

RESOLVED. Hippisley - Grey. That the application as read be approved and authority be given for the Seal of the Council to be affixed thereto.

597 Proposed Acquisition of Lot B Mary Street, Shellharbour, owned by Mr. H. Porritt.

RESOLVED. Beaton - Grey. That Mr. Porritt be requested to state a price for the purchase of the whole of Lot B owned by him.

598 Purchase of Plant.

The Mayor introduced as a matter or urgency the question of calling tenders for plant which was provided for in the £15,000 loan already lodged with the Department and in respect of which an approval was expected at any time.

RESOLVED. Grey - O'Gorman. That tenders be invited.

599 Construction of Mary Street Bridge.

The Town Clerk sought permission to introduce the matter of urgency with regard to the construction of Mary Street Bridge.

RESOLVED. That permission be granted.

THIS IS PAGE No. Two OF THE MINUTES OF THE Special MEETING

of the MUNICIPALITY OF SHELLHARBOUR

HELD ON 2nd July, 1958.

TOWN CLERK MAYOR

S. & M.

ACQUISITIONS OF LAND.

To help implement its Town Planning Scheme Council has acquired or is in the process of acquiring the following lands which are zoned "Open Space".

3 Lots Barrack Point

5½ acres Showground Extension

Rear of lots for showground extension

8 Lots owned by Estate Dawson Reeves, Towns Street, Shellharbour.

20 Lots Panorama Sports Ground (In conjunction with Land's Dept.)

10 Acres Hockey Field Albion Park (In conjunction with Land's Dept.)

25 Acres for Sports Oval (Thomas' Subdivision - Albion Park)

4 Lots Yacht Club Reserve

32 Acres Surf Beach Shellharbour

6 Lots for recreation The Boulevarde, Oak Flats

2 Lots for road access Albion Park Rail.

LOAN MONEYS.

During the year £60,000 was received in loan moneys and allocated as follows:

Public Works	£20,000
Plant	30,000
Shellharbour Hall	10,000
	£60,000

It is to be hoped that more loan moneys might be made available for Public Works during 1962 although loans will have to be raised as early as possible for Town Planning acquisitions.

BUSH FIRE BRIGADES.

The Council's thanks are once again due to the Voluntary Bush Fire Brigades operating within the area. The organisation is doing a really splendid job and is to be congratulated on its service to the public. It is to be hoped that the Board of Fire Commissioners will establish a fire station at Warilla during 1962.

CIVIL DEFENCE ORGANISATION.

A Civil Defence Organisation has been set up within the Municipality with its Controller being Colonel P.K. Parbury of Dunmore. Alderman Grey is Deputy Controller and I have been appointed as Chief Warden. Most senior Members of Coucil Staff have also been appointed to various positions within the Organisation.

THIS IS PAGE NO. Ten OF THE MINUTES OF THE Special MEETING OF THE MUNICIPALITY OF SHELLHARBOUR HELD ON 18th December, 1961 AND CONFIRMED AS A TRUE AND CORRECT RECORD

TOWN CLERK MAYOR

292. Proposed Subdivision of Lot 261 Barrack Avenue.
From Mr. W. Baker referring to Council's letter of 21/7/60 arising out of which he decided to consult Council's Inspector who informed him that the existing easement pipe which is placed under Barrack Avenue adjacent to the lot in question, would be replaced by multiple pipes thereby bringing the road height at that point somewhat lower. Stating that Council is probably aware of this but doubts exist because of its statement of filling required. Drawing attention to the fact that even allowing for the Inspector's suggestion that the filling be from approximately 2' from lowest level to 6" at highest level, this would raise the lot higher than the western adjoining lot and thereby create a surface water trap in direct opposition to the natural drainage. Suggesting that Council do not oppose the subdivision of this block, but will not allow any further buildings or improvements (excluding filling) until the correct filling requirements be arrived at, and this work to be carried out before any plans be passed. Stating that if Council will compromise on this point both he and Mr. H.D. Collet, who is the prospective purchaser, will agree to abide by the conditions.

RESOLVED. Hippisley - Dawes. That the Engineer and Chief Health Inspector report to the next Meeting of Council regarding the compromise suggestion by Mr. Baker.

293. Building Fee - Warilla - Barrack Point Surf Life Saving Club House.
From the Warilla - Barrack Point Surf Life Saving Club appealing to Council for assistance in overcoming the large amount of moneys required for building fees for the Club House to be built on Council's Reserve at the southern end of Warilla Beach. Asking if Council can give some assistance to the Club as it hopes to be in a position to give the necessary protection to the surfing public from this coming October. Stating the Club will have many heavy expenses not only in the building but also in the very necessary equipment needed by members in their duties to fulfill their obligations.

MEMO - CHIEF HEALTH INSPECTOR. Building fee would be £20.

RESOLVED. Hippisley - Sandon. That the Warilla - Barrack Point Surf Life Saving Club be advised that Council cannot waive the building fee and that a donation of £20 be made to the Club.

294. Proposed Kiosk - Shellharbour Beach.
From the Shellharbour Surf Life Saving Club strongly opposing any grant by Council to private individuals to run a kiosk at Shellharbour beach, bearing in mind that the Club's Ladies Auxiliary has carried out this function over past years. Advising that it would block one of the Club's most important sources of finance.

See Minute No.765.

THIS IS PAGE NO. Twenty-two OF THE MINUTES OF THE Ordinary MEETING
OF THE MUNICIPALITY OF SHELLHARBOUR
HELD ON 17th August, 1960 AND CONFIRMED AS A TRUE AND CORRECT RECORD

TOWN CLERK MAYOR

Ordinary Meeting. 17th August, 1960.

MINUTES OF THE MEETING OF THE EAST WARD ALDERMEN OF THE COUNCIL OF THE MUNICIPALITY OF SHELLHARBOUR TO CARRY OUT INSPECTIONS IN THE EAST WARD AREA ON WEDNESDAY, 10th AUGUST, 1960, AT 2.00 P.M.

PRESENT.

Aldermen Dawes and Godfrey.

IN ATTENDANCE.

The Town Clerk, Engineer and Chief Health Inspector.

APOLOGIES.

Apologies were received from His Worship the Mayor, Alderman K. G. Grey, and Alderman Sandon.

INTERVIEW WITH MR. MOTHERSDILL REGARDING THE ERECTION OF A PROPOSED KIOSK ON THE SHELLHARBOUR BEACH AREA.

Mr. Mothersdill joined the inspection Committee at the Surf Beach, Shellharbour. He submitted a proposed plan of a structure he intended to erect provided Council gave him permission to do so.

The Town Clerk explained to Mr. Mothersdill that Council could not grant a lease in excess of two (2) years unless tenders were called. It was also suggested that Mr. Mothersdill might confer with the Shellharbour Surf Life Saving Club regarding the renting of the kiosk now owned by the Surf Club.

Mr. Mothersdill favoured the idea of erecting a structure free of any encumbrances whatsoever with any other body.

The Chief Health Inspector stated that when Dovey Park had been transferred to the Council the then owner had entered into an agreement with the Council that no permanent buildings were to be erected on the land.

RECOMMENDATION. That provided there are no legal difficulties, tenders be called for the leasing of the south western corner of Dovey Park for the purpose of erecting a kiosk thereon; further, if such a building is not permitted on Dovey Park then tenders be called for the leasing of a small portion of land in the north western corner of the present parking area.

ALTERNATE ENTRANCE TO THE CAMPING AREA AT SHELLHARBOUR.

The Committee then inspected the Shellharbour Camping area with the idea of providing an alternate entrance from either Darley or John Streets.

RECOMMENDATION. That the northern fence of the present camping area be moved to a position immediately adjacent to the southern boundary of the road traversing the Reserve and that such fence stretch from the Reserve entrance at Darley Street to the beach; further, that a second fence be erected parallel with the first fence on the northern side of the road traversing the Reserve and that where the road intersects this lastmentioned fence the one-way traffic sign now standing at the Reserve entrance near Darley Street be erected.

BUILDING APPLICATION FOR CAR PORT - LOT A WILSON LANE, SHELLHARBOUR - E.A. WARREN.

An inspection of this property revealed that a garage already existed and also provision could be made for erecting a car port or garage at the rear of the property.

RECOMMENDATION. That the building application for a car port in the proposed position be refused.

MEETING TERMINATED AT 3.30 P.M.

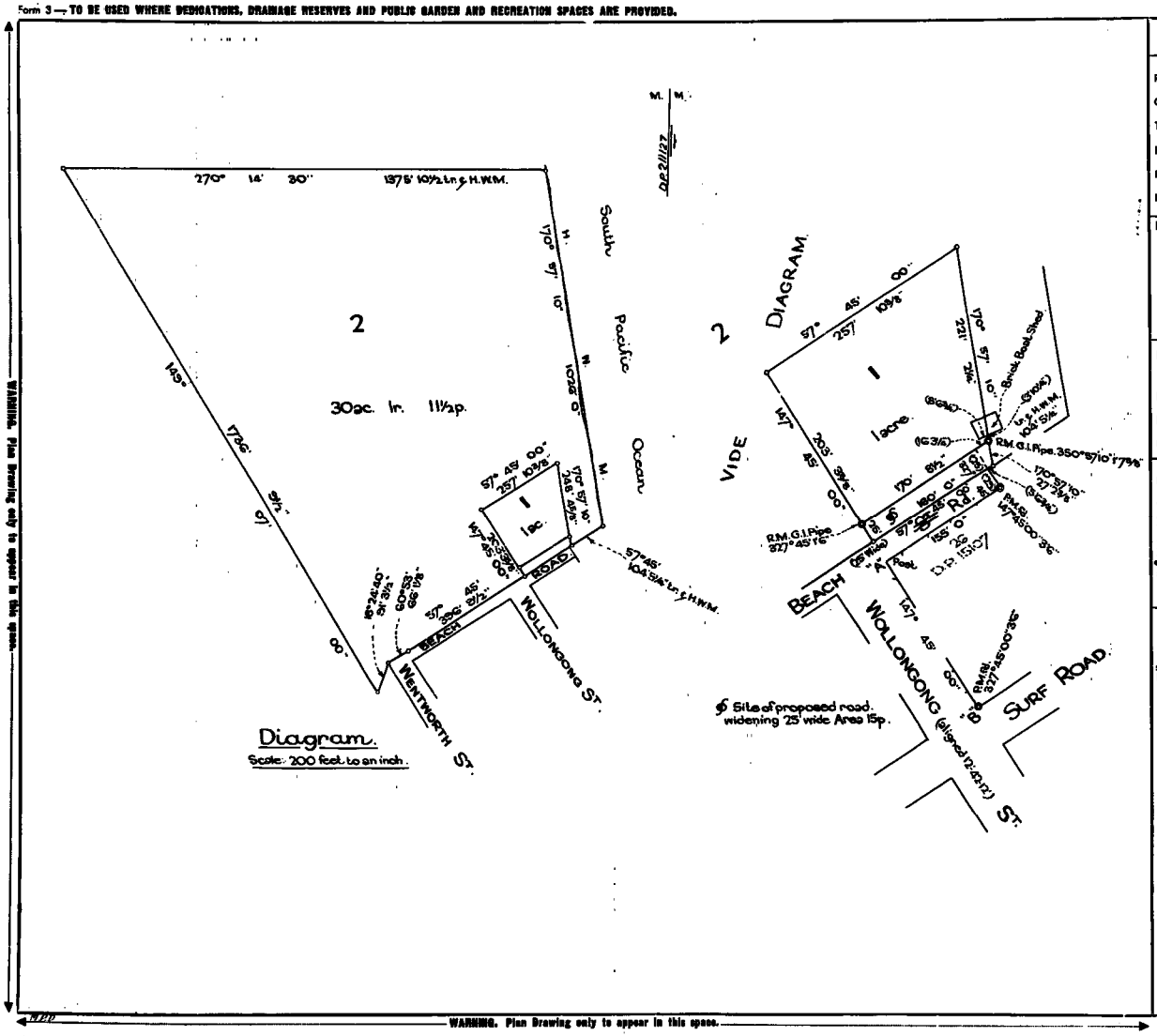
THIS IS PAGE NO. Thirty-two OF THE MINUTES OF THE Ordinary MEETING

OF THE MUNICIPALITY OF SHELLHARBOUR

HELD ON 17th August, 1960 AND CONFIRMED AS A TRUE AND CORRECT RECORD

TOWN CLERK MAYOR

Form 3 — TO BE USED WHERE DEDICATIONS, DRAINAGE RESERVES AND PUBLIC GARDEN AND RECREATION SPACES ARE PROVIDED.



WARNING. Plan Drawing only to appear in this space.

WARNING. Plan Drawing only to appear in this space.

DP211127

Registered: [illegible]

C.A. 3/62 of 21.2.62

Title System: Torrens

Purpose: Subdivision

Ref. Map: Pn. #

Last Plan FG78962

PLAN OF

SUBDIVISION OF LOT B IN M.P.S.(R.P) 75324

Scale: 80 feet to an inch

Mun./Shire City of Shellharbour

Locality: Shellharbour

Parish: Terragong

County: Camden

I, William Beveridge, of Crown St., Wollongong, a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made * (1) by me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on 1960 Jan 1960 excluding Unpegged Lot 2 which is by completion.

Signature: [illegible]

Surveyor registered under Surveyors Act, 1929, as amended.

Delete line of Azimuth. A-B.

Statements of Dedications, Easements.
(Signatures and Seals to appear in panel provided.)

It is intended to dedicate the strip of land 25' Wide of 15perches to the Public for road widening purposes.

OFFICE USE ONLY.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

* Strike out either (1) or (2). † Insert date of survey.

SIGNATURES AND SEALS ONLY.

I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements for registration of plans), have been complied with by the applicant in relation to the proposed subdivision and new road(s) set out herein.

Subdivision No. 3/62 Date 21.2.62

Council Clerk [illegible]

Approved by Council.

The Common Seal of The Council of the [illegible]

was hereunto affixed on 23.5.62 pursuant to a resolution of Council passed on 21.2.62

Council Clerk [illegible]

Mayor/President [illegible]

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 211127

FEET	INCHES	METRES
1	6	0.457
1	7 5/8	0.498
3	6	1.067
3	10 1/4	1.175
5	6 3/4	1.695
8	6 3/4	2.610
12	-	3.658
16	3 1/4	4.959
25	-	7.620
27	2 3/8	8.290
42	-	12.802
66	1 1/8	20.145
91	3 1/2	27.826
104	5 1/4	31.833
155	-	47.244
160	-	48.768
170	8 1/2	52.032
203	3 5/8	61.966
221	2 1/4	67.418
248	4 3/8	75.702
248	4 5/8	75.708
257	10 3/8	78.597
396	9 1/2	120.942
1026	-	312.728
1375	10 1/2	419.067
1736	9 1/2	529.374

AC	RD	P	SQ K
-	-	15	379.4
1	-	-	4047

AC	RD	P	HA
30	1	11 1/2	12.27

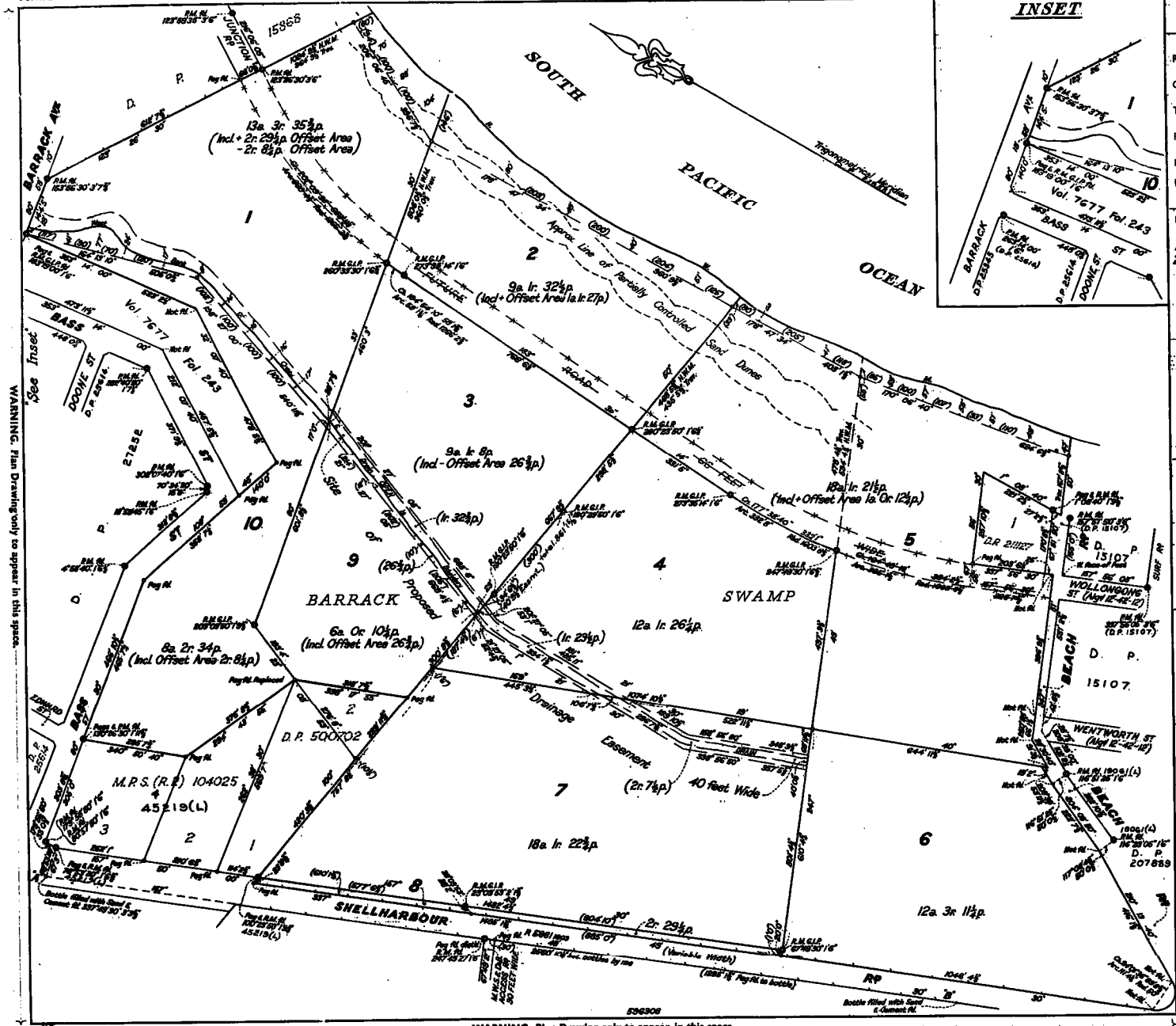
I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 4th day of April, 1977

Table of mm

1

Appendix 5

Form 2—This form must NOT be used where any Dedication, Drainage Reserve or Public Garden and Recreation Space is provided. — See Form 3. WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.



WARNING. Plan Drawing only to appear in this space.

OFFICE USE ONLY.

DP218551

Registered: 25.10.1963

C.A.: 10/63 of 19-6-63

Title System: Torrens

Purpose: Resumption

Ref. Map: Parish*

Last Plan F678962, D.P. 10970*
H306221, D.P. 211127*

PLAN OF
Subdivision of Lot A in H306221, part Lots A and B in F678962 and Part Lot 20 in D.P. 10970, and Lot 2 in D.P. 211127

Scale: 200 Feet to an inch

Mun. ~~Shire~~ ~~City~~: Shellharbour

Locality: Shellharbour

Parish: Terragong

County: Camden

I, Alan John Dean Graham
of M.W.S.&D.B., Crown St., Wollongong
a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made* (1) by me (2) ~~under my direction or supervision~~ in accordance with the Survey Practice Regulations, 1933, and was completed on 1 JANUARY 1963

Signature: A. J. D. Graham
Surveyor registered under Surveyors Act, 1929, as amended.
Datum Line of Azimuth: A-B

Statements of Proposed Easements.
It is intended to consolidate lots 3, 4, 7 and 9.
It is intended to create an easement for drainage over the Site of Proposed Easement 40 feet Wide as shown hereon within lots 3, 4, 7 and 9 in favour of the Council of the Municipality of Shellharbour.

Approved by the Council and Certified in accordance with the Provisions of Section 327 of the Local Government Act, 1919.
Date 19/6/63
Subdivision No. 10/63
Council Clerk.

*Strike out either (1) or (2). †Insert date of survey.

WARNING. Plan Drawing only to appear in this space.

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 2nd day of May, 1977

Appendix 6

1

Appendix 7

162 37. Proposed Motel - Cliff Avenue, Barrack Point.
From Mrs. M. Diment asking if Council would approve in principle of the building of a Motel on the block of land in Cliff Avenue next to Lot 46 which he owns at present. Stating a Motel build on this site would do much to popularise Barrack Point as a very pleasant place and do much to popularise the area as a whole, with the object of bringing more people to the place as a resort.

The Town Clerk reported that the proposed development was contrary to the 'Residential 2 (a)" zoning.

RESOLVED. Totten - Grey. That the application be refused on the score of zoning and the applicant be advised of his right of appeal.

163 38. Formation of Apex in Shellharbour district.
From Mr. P.A. Hodsdon advising that a branch of Apex is being formed in the Shellharbour district and one of the objects of Apex is "service to the community". Asking if Council has any jobs which Apex could do in this area.

RESOLVED. Totten - Fitzpatrick. That the offer from the Apex Club be accepted with thanks and the Club be advised that some of the following works could be carried out by it if so desired:

1. Beautifying the median strip in Central Avenue, Oak Flats.
2. Planting of trees in streets and parks throughout the area.
3. Fencing of parks and reserves throughout the area.

164 39. Payment of 2/- Parking Fee by Swimming Instructors.
From Mr. R.M. MacMaster, P.E. & N.F. Adviser, Department of Education, Southern Area, enclosing a letter from the Group Organiser, Vacation Swimming Schools. Stating he supports this request wholeheartedly.

The Group Organiser, Vacation Swimming Schools, outlined reasons for the request that swimming instructors for the Education Department's Vacation Swimming Schools should be exempted from paying the 2/- parking fee whilst carrying out their duties at the Shellharbour Pool. Advising that during this years swimming school the instructors were forced to bring their cars owing to the inclement weather, so that they could keep their equipment, records and clothes both safe and dry. Stating the pool at Shellharbour is the only pool within the souther district this year at which swimming instructors and supervisors had to pay an entrance fee. The three instructors this year paid a combined total of £1.8.0 entrance fee to the pool over the ten days. Requesting that Council consider a refund of this money to the instructors concerned.

The Mayor advised that the persons requesting this refund were paid instructors.

RESOLVED. Sandon - Totten. That Council refuse to refund the parking fees as requested.

165 40. Subdivision of Lot B, Beach Road, Shellharbour.
This subdivision is for the one acre of land to be leased by Council to the Shellharbour Surf Life Saving Club for a period of 99 years.
MEMO - TOWN CLERK. The area and dimensions in the subdivision conform to Council's requirements.

RESOLVED. Totten - O'Gorman. That the subdivision be approved under the Seal of the Council.

THIS IS PAGE NO. Sixteen OF THE MINUTES OF THE Ordinary MEETING OF THE MUNICIPALITY OF SHELLHARBOUR

HELD ON 21st February, 19 62 AND CONFIRMED AS A TRUE AND CORRECT RECORD

R. S. Kung
TOWN CLERK

R. Shipsley
MAYOR

Appendix 8

InfoTrack
An Approved LPI NSW
Information Broker

Title Search

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 1/211127

SEARCH DATE	TIME	EDITION NO	DATE
15/11/2016	4:34 PM	-	-

VOL 9197 FOL 8 IS THE CURRENT CERTIFICATE OF TITLE

LAND

LOT 1 IN DEPOSITED PLAN 211127
AT SHELLHARBOUR
LOCAL GOVERNMENT AREA SHELLHARBOUR
PARISH OF TERRAGONG COUNTY OF CAMDEN
TITLE DIAGRAM DP211127

FIRST SCHEDULE

THE COUNCIL OF THE MUNICIPALITY OF SHELLHARBOUR

SECOND SCHEDULE (2 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 J258356 LEASE TO ALEXANDER SMITH, DOUGLASS HAROLD SANDERS AND JAMES O'NEILL
* AI199018 APPLICATION AFFECTING LEASE J258356 LESSEE NOW SHELLHARBOUR SURF LIFE SAVING CLUB INC

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

Appendix 9

InfoTrack
An Approved LPI NSW
Information Broker

Title Search

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 5/218551

SEARCH DATE	TIME	EDITION NO	DATE
11/5/2017	11:59 AM	-	-

VOL 11108 FOL 18 IS THE CURRENT CERTIFICATE OF TITLE

LAND

LOT 5 IN DEPOSITED PLAN 218551
AT SHELLHARBOUR
LOCAL GOVERNMENT AREA SHELLHARBOUR
PARISH OF TERRAGONG COUNTY OF CAMDEN
TITLE DIAGRAM DP218551

FIRST SCHEDULE

THE COUNCIL OF THE MUNICIPALITY OF SHELLHARBOUR

SECOND SCHEDULE (2 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
* 2 AD704292 EASEMENT FOR SEWERAGE PURPOSES AFFECTING THE PART DESIGNATED (A) IN DP1091230

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

PLAN FORM 2

Plan Drawing only to appear in this space

*OFFICE USE ONLY

SIGNATURES AND SEALS ONLY

DP1091230

Registered: 6.12.2005 *

Title System: TORRENS

Purpose: ACQUISITION

Ref Map: W8270 - 54

Last Plan: DP571518 DP218551

PLAN OF LAND AND EASEMENTS PROPOSED TO BE ACQUIRED WITHIN LOT 3 DP 571518 AND EASEMENTS PROPOSED TO BE ACQUIRED WITHIN LOT 5 DP 218551

Lengths are in metres. Reduction Ratio 1:2500

L.G.A. **SHELLHARBOUR**

Suburb: **SHELLHARBOUR**

Parish: **TERRAGONG**

County: **CAMDEN**

This is sheet 1 of my plan in 2 sheets
(Delete if inapplicable)

Surveying Regulation 2001

I, DAVID KENNETH BURKE

of AWT SURVEY 36B BRUNKER ROAD YAGOONA 2199

a surveyor registered under the Surveying Act 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation 2001 and was completed on 7TH OCTOBER 2005

The survey relates to LOT 1 & PROPOSED EASEMENTS.

A. K. Burke 21.10.05
(Dated)

Surveyor registered under the Surveying Act 2002

Datum Line: 'A'–'B' (SHEET 2)

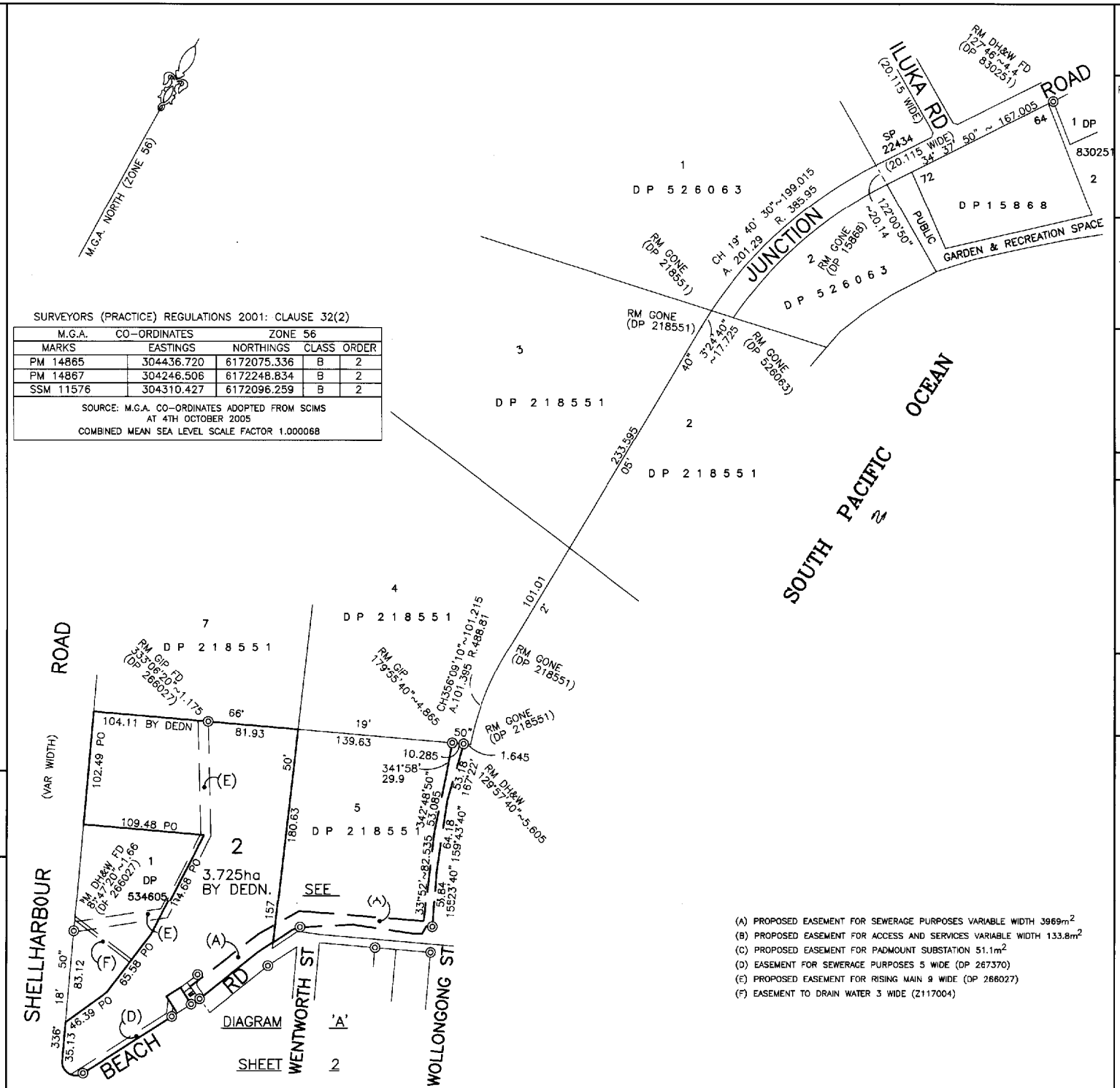
Type: Urban/~~Rural~~

Plans used in preparation of survey/~~compilation.~~

DP 571518	DP 266027
DP 218551	DP 526063
DP 1065033	DP 830251
DP 267370	DP 15868

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants

LOT 1 HEREON IS INTENDED TO BE ACQUIRED BY SYDNEY WATER CORPORATION ABN 49 776 225 038



Appendix 10A

Crown Lands Office Approval

PLAN APPROVED .....

Authorised Officer

Land District: .....

Paper No. .....

Field Book ..... pages .....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed .....

(Insert 'subdivision' or 'new road')

† Authorised Person / General Manager / Accredited Certifier

Consent Authority: .....

Date of endorsement: .....

Accreditation No.: .....

Subdivision Certificate No.: .....

File No.: .....

Note:
When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.

† Delete if inapplicable

SURVEYORS (PRACTICE) REGULATIONS 2001: CLAUSE 32(2)

M.G.A. MARKS	CO-ORDINATES EASTINGS	NORTHINGS	ZONE 56 CLASS	ORDER
PM 14865	304436.720	6172075.336	B	2
PM 14867	304246.506	6172248.834	B	2
SSM 11576	304310.427	6172096.259	B	2

SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM SCIMS AT 4TH OCTOBER 2005
COMBINED MEAN SEA LEVEL SCALE FACTOR 1.000068

Box:e-IDS /Doc:DP 1091230 P /Rev:08-Dec-2005 /Sts:SC.OK /Prt:09-Dec-2005 02:30 /Pgs:ALL /Seq:1 of 2
WARNING : Electronic Document Supplied by LPI NSW for Your Internal Use Only.

SURVEYOR'S REFERENCE: 050928 CHECKLIST SPS 343 J.H.M. **WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION** FILE NAME: 050928_dp_B.dwg

PLAN FORM 3 To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1091230

Registered 6.12.2005

This is sheet 2 of my plan in 2 sheets dated 7th OCTOBER 2005

Surveyor registered under Surveying Act 2002

This is sheet of my plan of sheets covered by my Certificate No. of

General Manager/Authorised Person/Accredited Certifier

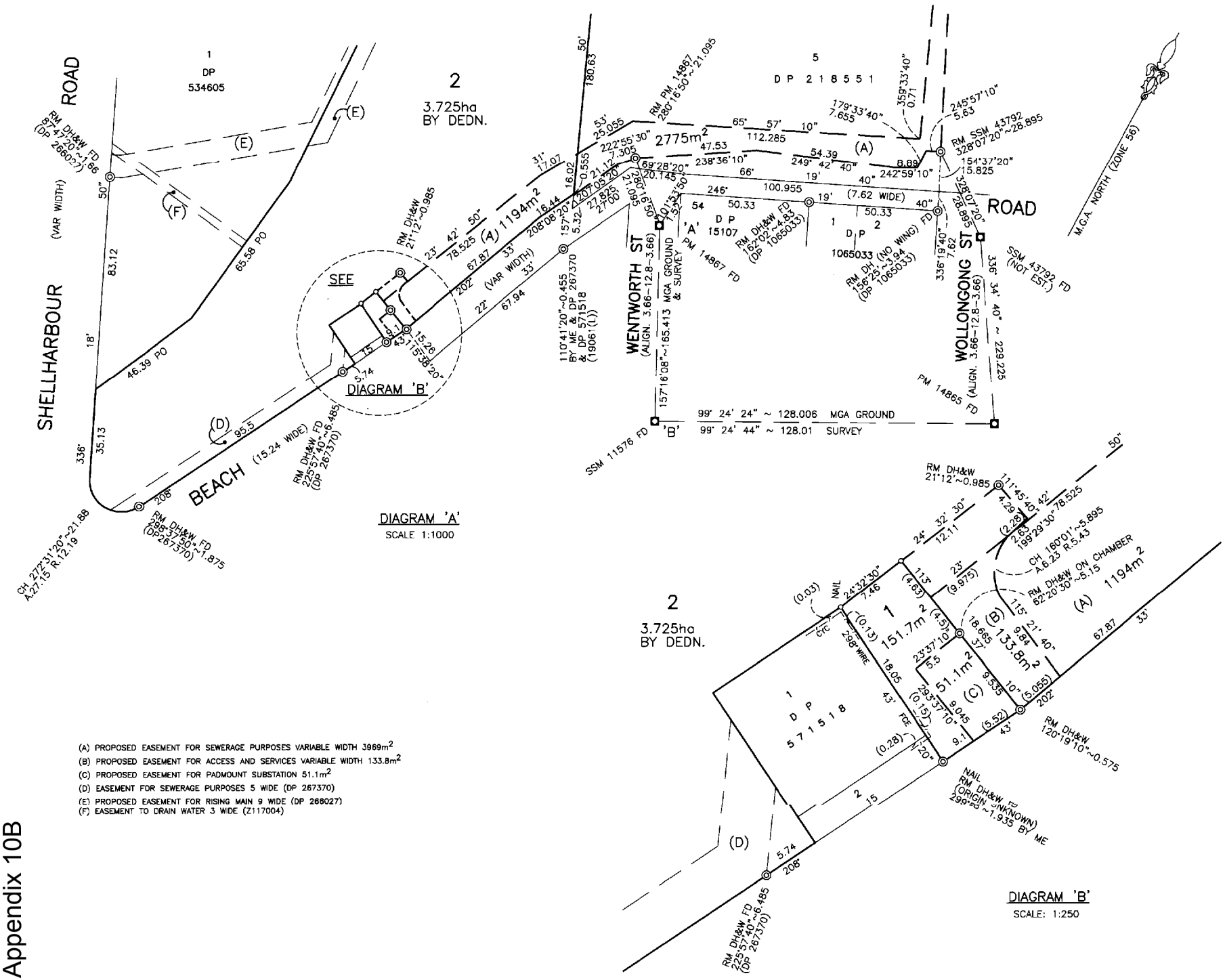
L.G.A. SHELLHARBOUR

Suburb: SHELLHARBOUR

Parish: TERRAGONG

County: CAMDEN

For use where space is insufficient in any panel on Plan Form 2.



Reduction Ratio 1:1000

Appendix 10B

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 050928

FILE NAME: 050928_dp_B.dwg

Box:e-IDS /Doc:DP 1091230 P /Rev:08-Dec-2005 /Sts:SC.OK /Prt:09-Dec-2005 02:30 /Pgs:ALL /Seq:2 of 2
WARNING : Electronic Document Supplied by LPI NSW for Your Internal Use Only.

Appendix 11

N.S.W. S.D. 21.10. 0.

CEA 0549/2015

New South Wales. R.P. 1. E.

MEMORANDUM OF LEASE.

REAL PROPERTY ACT, 1900.

[IN DUPLICATE.]

Fees:—	£ s. d.
Lodgments	2 : 0 : 0
Endorsements	: :
Total	£ : :

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

I,[a] THE COUNCIL OF THE MUNICIPALITY OF SHELLHARBOUR

(hereinafter called or included in the expression Lessor)

being registered as the proprietor of an estate in *fee simple*[b] in the land hereinafter described, subject, however, to such encumbrances,[c] liens, and interests as are notified by memorandum underwritten or endorsed hereon Do hereby lease unto ALEXANDER SMITH of Gardiner Crescent, Shellharbour, Office Manager, DOUGLASS HAROLD SANDERS of 46 Wentworth Street, Shellharbour, Accountant and JAMES O'NEILL of Addison Street, Shellharbour, Business Proprietor

(hereinafter called or included in the expression Lessee)

All that piece of land mentioned in the schedule following:-

County	Parish	Reference to Title			Description of land (if part only)[e]
		Whole or part	Vol.	Fol.	
Camden	Terrigong	Part	6539	153	Being Lot 1 on D.P. No. 211127 containing 1 acre
		Now Whole	9197	8	

a Name, full postal address, occupation or other designation of Lessor.

b If a less estate, strike out "in *fee simple*," and interline required alteration.

c All subsisting encumbrances must be noted on page 3 hereof.

d Name, full postal address, occupation or other designation of Lessee. If more than one, state whether they hold as tenants in common or joint tenants.

e "If part only of the land comprised in a Certificate or Certificates of Title is to be leased add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto", or "being the residue of the land in certificate (or grant) registered Vol. Fol. ." A plan may be endorsed on the instrument. Any annexure must be signed by the parties and their signatures witnessed.

The Registrar-General does not require evidence of council's approval of a subdivision by lease unless either the lease is for a period exceeding five years, or, irrespective of the term, contains an option of renewal."

Where it is intended to except, *e.g.*, minerals, timber, etc., or to create easements, an appropriate clause may be noted in this column.

To be held by the said Lessee as ~~tenants~~ joint tenants for the term of Ninety nine (99) years computed from the day of July 1962 DSK RH

D.H.S. First
J.O'N.
A.S.

at the yearly rent of[f] One Pound ~~pounds~~ (£. 0. 0. ~~pounds~~ ~~payable as follows~~[g]

f State both in words and figures.

g Here insert times of payment.

subject to the following covenants, conditions, and restrictions, viz.:—

1. To the covenants and powers implied[h] in every Memorandum of Lease by virtue of the Conveyancing Act, 1919-1954, secs. 84 and 85, or such of them, or so far, as not hereby expressly negatived or modified.

h These relate on the part of Lessee to payment of rent and to repair; on the part of Lessor to right of entry to inspect and repair and of re-entry and forfeiture of lease subject to the Conveyancing Act, 1919-1954, Sec. 129, after default in payment of rent or fulfilment of covenants.

D.H. Sanders
James O'Neill
A. Smith

R. Hippisley D.S. King

This form when filled in should be ruled up so that no alterations are possible. No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

[Price 6d.]

[Rule up all blanks before signing.]

[Do not write or type in margins.]

St 1745 K 305

38959

DSK RH

D.H.S2. To the full effect of the covenants next hereinafter shortly noted as the same are set forth in
J.O'N words at length in the second column of Part 2 of the Fourth Schedule to the Conveyancing Act,
A.S. 1919-1954.[1]

(1) That the Lessee covenants with the Lessor to pay rent;
(3) And to pay taxes, except for local improvements.
(4) And to repair reasonable wear and tear and damage by fire lightning flood and tempest only excepted.
(5) And to leave the premises in good repair (having regard to the condition thereof at the commencement of the lease) reasonable wear and tear and damage by fire lightning flood and tempest only excepted.
(6) And that the Lessor may enter and view state of repair and that the Lessee will repair according to notice in writing and that in default the Lessor may repair, provided that this covenant as set forth in the said second column at length shall be varied by deleting the words "twice in every year" and "upon giving to the Lessee two days previous notice".
(7) And that the Lessor may enter and carry out requirements of public authorities and repair under the lease.
(8) And to insure from fire in the joint names of the Lessor and Lessee.
(9) And to paint the outside when reasonably necessary.
(10) And to paint the inside when reasonably necessary.
(11) And to fence.
(12) And to keep up fences.

THE Lessor covenants with the Lessee as follows:-

D.H.S(21) For quiet enjoyment.

J.O'N3. A.S. THAT the Lessee will within a period of Ten (10) years from the date of commencement of this lease at the cost of the Lessee in all respects in a substantial manner and with proper and usual materials in compliance with the statutory and Local Government Regulations and Ordinances applicable thereto and in accordance with the plans, specifications, elevations, sections and layout to be approved by the Council and in accordance with any building line fixed or to be fixed by the Council, commence and complete the construction of a Surf Club House with proper and usual facilities, out buildings, walls, fences, sewers, drains and other conveniences and appurtenances and other improvements reasonably necessary or desirable in the opinion of the Council on the land hereby demised to a value including the cost of fencing and levelling the land and any excavation and grading, lawns, trees and other improvements and erection of a club house of not less than Ten thousand pounds (£10,000.) which said buildings and improvements on completion shall become the property of the Council.

DSK RH

4. UNTIL completion of the said building and improvements in accordance with the stipulations herein contained, the Council shall have the following rights and authorities, that is to say:-

(a) The right by its duly authorised Agents or servants, its surveyor or Architect at all reasonable times to enter upon the demised premises to view the state and progress of the said works to inspect and test the materials and workmanship and for any other reasonable purpose in connection therewith.

(b) Power and authority in case the Lessee shall fail to commence and complete the said buildings and improvements in accordance with its covenants hereinbefore contained or shall not proceed with the buildings and improvements within the periods specified in Clause 1 hereof or fail to observe any of the covenants or stipulations on its part herein contained to re-enter upon and resume possession of the demised premises and everything thereon and thereupon this agreement shall cease and determine and all erections and materials upon the demised premises shall belong to the Council without making any compensation or allowance to the Lessee for same.

5. TO the following special additional covenants provisoes and conditions, namely:-

(a) That the Lessee will at all times during the term hereof keep all buildings and improvements now or hereafter erected on the said land and all fixtures fittings and additions thereto and all sanitary gas electricity and water apparatus thereon thoroughly cleansed and in good and tenantable repair and condition and to the

MAINTENCE REPAIR

[1] Here insert any of the following clauses suited to the case. To understand the full effect of each—*refer to the Act.*
And to pay taxes except for local improvements.
And to insure from fire in the joint names of the lessor and the lessee.
And to paint outside every [ ] year.
And to paint and paper inside every [ ] year.
And to fence.
And to keep up fences.
And to cultivate.
That the lessee will not cut timber.
That the lessee will not without consent use premises otherwise than as a private dwelling house.
And will not assign or sublet without leave; no fine to be taken.
That the lessee will not carry on any offensive trade.
That the lessee will carry on the business of a hotelkeeper and conduct the same in an orderly manner.
And will apply for renewal of license.
And will facilitate the transfer of license.
The said (lessor) covenants with the said (lessee) for quiet enjoyment.
And the lessee may remove his fixtures.
The clauses may be varied in the manner mentioned in Section 86 of the Conveyancing Act, 1919-1954, and the Fourth Schedule thereto.

Any other terms of the intended lease may then be added."

D.S. King
R. Hippisley

* If the space provided for covenants is insufficient, a form of annexure, with the prescribed margins and of the same size and quality of paper as this instrument, should be used. Such annexure should be signed by the parties and the witnesses.

St 1745 K 305

D.H. Sanders
James O'Neill
A. Smith

by fire storm and tempest excepted) and notwithstanding the provisions hereinbefore contained shall paint the said improvements or any of them or any part or parts thereof whenever reasonably required so to do by the Council and generally to comply with the reasonable requirements of the Council for the purpose of keeping in repair the said buildings and other improvements from time to time.

Sub-let

(b) That the Lessee will not assign sublet or attempt to assign or sublet or part with the possession of the demised premises or any part thereof whether by operation of law or otherwise without the prior written consent of the Council which consent may be withheld by the Council in its absolute discretion.

Permitted use

(c) That the Lessee will not use the demised premises or any part thereof except for the purpose of the accommodation of the Shellharbour Branch of the Surf Life Saving Association of Australia as a Club House for members of the Association and for changing rooms and dressing and toilet accommodation for the use of members of the public using the adjacent beach for surfing and swimming and for purposes reasonably incidental thereto.

(d) That the Lessee will not conduct or permit to be conducted on the demised premises any activity which shall be or may constitute a nuisance or annoyance to any adjoining owner or occupier or to the members of the public using the adjacent reserves or public places or which may cause damage to the demised premises or any part thereof and any activities conducted on the demised premises shall at all times be conducted to the satisfaction of the Illawarra Branch of the Surf Life Saving Association of Australia and in a proper and orderly manner.

Indemnity

(e) That the Lessee will indemnify and at all times during the term hereof keep indemnified the Council from all claims and demands by any person or persons whatsoever whether members of the club or members of the public generally, for or in respect of damage or injury incurred or occasioned while in or about the said demised premises or other the buildings forming part of the demised premises or any portion thereof.

(f) That the Lessee will keep open to the public at all reasonable and usual hours any portion of the demised premises which are intended to be used by the public for the purpose of changing rooms, dressing and toilet accommodation as outlined above.

(g) The Council shall not be liable for any damage or loss which the Lessee or any person claiming under them may suffer as a result of the default or neglect of the Council its servants and agents or any other person.

(h) The Lessee hereby agrees to indemnify the Council against any claim which may be made against the Council, and/or the Lessee for loss or damage arising from the Lessees' custody of valuable articles.

(i) The Lessee shall keep the demised premises and every portion thereof in a clean sanitary and tidy condition and, in particular, will keep the lavatories and latrines in a thoroughly clean condition at all times and free from offensive odours and shall disinfect the said lavatories and latrines at such times and in such manner as the Council may from time to time direct and any materials for this purpose shall be supplied by the Lessee.

(j) The Lessee shall be responsible and shall pay the cost of keeping the demised premises clear and clean and free of rubbish and shall place all rubbish in a suitable place for removal by the Council's garbage service.

(k) The Lessee shall attend to care for and maintain all lawn gardens trees shrubs seats and any other improvements in the demised premises whether placed there by the Council or by any other person with the Council's consent and shall so far as possible preserve them from damage and shall report any damage thereto immediately to the Council.

D.H. Sanders
James O'Neill
A. Smith

D.S. King
R. Hippisly

(l) The Lessee shall control the use of the premises by the public and all persons resorting thereto or invited thereon and take all steps reasonably necessary to guard against and prevent any unseemly behaviour or conduct thereon.

(m) The Lessee shall indemnify the Council against all liability for any claim or claims by any persons or howsoever which may arise by reason of anything done by the Lessee their agents servants or workmen in the carrying out of their duties under the terms hereof.

(n) The Lessee shall at all times during the term hereof insure and keep insured any employees against claims under the Workers Compensation Act and also against any claims by independent contractors and shall produce evidence of any such Insurance to the Council when so required.

(o) The Lessee shall attend to all gates, hinges and locks and see that they are at all times properly oiled and maintained in good working order and shall inspect all cisterns in the lavatory blocks and report any defective one to the Council immediately. They shall insure that all lavatory cubicles are kept constantly open at all reasonable hours except in the case of a breakdown or blockage whilst awaiting repairs.

(p) The Lessee shall if so required by the Lessor provide for the safe keeping of clothes and valuables left by bathers using the demised premises and for such purpose may introduce a system of lockers. The Lessee may charge a fee approved by the Council for such service and retain the same for their own use subject however to the condition that they shall accept full responsibility for the safe keeping of all such clothes and valuables and shall indemnify the Council against any claim for loss or damage which may be/in respect thereof.

D.H.S.

J.O'N.

made

DSK
RH

(q) The Lessee may subject to the written permission of the Council being first had and obtained erect maintain and conduct amusements in and around the demised premises.

A.S.

(r) That the Lessee will not without the prior written consent of the Council make any additions in the demised premises or any part thereof.

(s) All legal costs stamp duty and registration fees payable in respect of this lease shall be paid by the Lessee.

6. Sections 84 and 85 of the Conveyancing Acts 1919-1945 to the extent hereinafter mentioned are varied extended and/or negatived.

(a) The right to enter and view may be exercised when and so often as the Lessor may require and without previous notice.

(b) All provisions regarding repairs shall be deemed to include cleansing.

7. This Lease shall be terminable at any time by the Council forthwith in the following events, namely:-

(a) In the event of a breach of non-compliance by the Lessee with any of the terms, conditions, provisoes and covenants of this lease;

(b) If the Lessee in the opinion of the Council becomes incapable of carrying out the duties and obligations hereunder;

(c) If the Lessee shall fail to use the demised premises for the purpose of actively conducting thereon the activities of a branch of the Surf Life Saving Association of Australia or of any Surf Life Saving Body with which the same shall or may be amalgamated or merged;

(d) If the Lessee shall fail to use the demised premises at all times during the term hereof as a club room and in furtherance of the Constitution of Rules for the time being of the said Shellharbour Surf Life Saving Club and for the normal purposes of the Club's operations.

AND it is hereby expressly agreed and declared that notwithstanding anything herein contained upon the happening of any event entitling the Lessor to re-enter or determine this Lease, the residue of the term being unexpired shall immediately determine and the Lessee shall thereupon remove from the demised premises.

R. Hippisly D.S. King

D.H. Sanders.
James O'Neill
A. Smith

j A very short note of the particulars will suffice.

MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.j

Dated at Albion Park this 9th day of May 1962.

k Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P. or Commissioner for Affidavits, to whom the Lessor is known, otherwise the attesting witness should appear before one of the above functionaries who, having received affirmative answers to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act, from the witness, should sign the certificate noted below (Form A).

As to instruments executed elsewhere, see section 107, Real Property Act, 1900, Section 168, Conveyancing Act, 1919-1954, and section 52A of the Evidence Act, 1898-1954. If a signature be by a mark, the attestation must state that the instrument was read over and fully explained to the party, and that he appeared fully to understand the same.

THE COMMON SEAL OF THE COUNCIL OF THE ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ MUNICIPALITY OF SHELLHARBOUR was hereunto affixed on the 9th day of May 1962, pursuant to a Resolution of the Council ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ duly passed on the 18th day of April 1962.

R. Hippisly
~~XXXX~~ Mayor

D.S. King
Town Clerk

WE, ALEXANDER SMITH, DOUGLASS HAROLD SANDERS and JAMES O'NEILL the within-named Lessee, do hereby accept this lease as tenant, subject to the conditions, restrictions and covenants above set forth, and certify it to be correct for the purposes of the Real Property Act, 1900.

l Name of Lessee.

m For the signature of the Lessee hereto an ordinary attestation is sufficient.

n Repeat attestation for additional parties, if required.

Signed in my presence, by the said ALEXANDER SMITH, DOUGLASS HAROLD SANDERS and JAMES O'NEILL who ~~was~~ are personally known to me

Sydney Laurence Hazelton
Justice of Peace.

A. Smith
Lessee.m

D.H. Sanders
Lessee

James O'Neill
Lessee

WE, the undersigned clerks to Messrs. Lamerton, Brown & Co., Solicitors of 50 Crown Street, Wollongong HEREBY CERTIFY that the writing contained on this and the preceding four pages has been compared by us with the original Memorandum of Lease between the Council of the Municipality of Shellharbour and Alexander Smith, Douglas Harold Sanders and James O'Neill and the same is a true copy thereof.

S Warnecke
Lyptiste
Wollongong.

M. London
Lyptiste
Wollongong.

I, Patrick Darcy HILLS, Minister for Local Government, hereby approve of the within lease

P.D. Hills

WITNESS Capt Pausey J. P.

FORM A.

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.†

o To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties—see note "n."

p Name of witness and residence.

q Name of Lessor.

Appeared before me[o] at , the day of one thousand nine hundred and [p]

the attesting witness to this instrument, and declared that he personally knew[q] the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said[q] is his own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

†N.B.—If by the signing of two or more Lessors before different witnesses it becomes necessary to sign more than one certificate, additional certificates can be entered on back hereof. For signature of the *Lessee* an ordinary attestation is sufficient.

LEASE No. T258356 The Council of the Municipality of Shellharbour Lessor

Indexed	The registered proprietors of the within Lease ~~is~~ are Alexander Smith, Douglas Harold Sanders and James McNeill	LODGED BY MORRIS HAYES & EDGAR Law Stationers 67 Castlereagh Street Sydney BW 9262 (Name) (Address)
Checked by	Particulars entered in Register Book Vol. 9197 Fol. 8 the 21st day of February 1963 at 10 mts. pt. 2 o'clock	DOCUMENTS LODGED HEREWITH.
Signed by	in the afternoon. J. H. Watson (L.S.) Registrar General	1. 2. 3.

LEAVE THIS SPACE FOR FURTHER ENDORSEMENTS

In pursuance of the provisions of the Evidence Act 1873 I Gavin Harold Bennett Deputy Registrar General hereby certify the note immediately preceding this Certificate to be a true copy of the certificate of registration on original Memorandum of Lease registered in the Land Titles Office Sydney.
No. T 258356.
Registrar General's Department
Date 25th February 1962.
Deputy Registrar General

REGISTRAR GENERAL NEW SOUTH WALES

FORM OF SURRENDER.

I,
registered proprietor of the Lease created by the within instrument, do in consideration of hereby surrender all my estate or interest therein to the Lessor or other the present owner of the reversion thereon expectant. In witness whereof I have hereto subscribed my name at
this day of 19.

†Signed, in my presence, by the said
who is personally known to me } Lessee.

Accepted, and I certify this surrender to be correct for the purposes of the Real Property Act, 1900.

†Signed, in my presence, by the said
who is personally known to me } Lessor.

† *Mutatis mutandis* the rules of authentication which apply to a Lease or Transfer apply to a Surrender (see note k).

Note.—A Separate form of Transfer of Lease can be obtained at the Land Titles Office, Sydney.

3E49 11.55 Sc 1745 K 305 A. H. Pettifer, Government Printer

Appendix 12

Search Report

LPI **Sydney**

Re: - Council Ownership of Lot 5 D.P. 218551

The Land subject of your enquiry was acquired by The Council of the Municipality of Shellharbour by way of Transfer Number H45538 on 29.08.1958 on Certificate of Title Volume 6539 Folio 158.

There are no special conditions noted in the Transfer

Yours Sincerely
James McDonnell
11 May 2017

Req:R661767 /Doc:CT 06539-158 CT /Rev:09-Aug-2012 /Sts:OK.OK /Prt:11-May-2017 13:57 /Seq:1 of 2
Ref:PSH-GROLLY-Council /Src:H

202

Appn. No. 5627

Reference to last Certificate

Vol. 4456 Fol. 97

New South Wales.

[CERTIFICATE OF TITLE.]

REGISTER BOOK.
Vol. 6539 Fol. 158

CANCELLED R

HARRY WILFRED FORRITT of Shellharbour, Builder, Transferee under Instrument of Transfer No. F676962 is now the proprietor of an Estate in Fee Simple,

subject nevertheless to the reservations and conditions, if any, contained in the Grant hereinafter referred to, and also subject to such encumbrances, liens, and interests as are notified hereon, in That piece of land situated

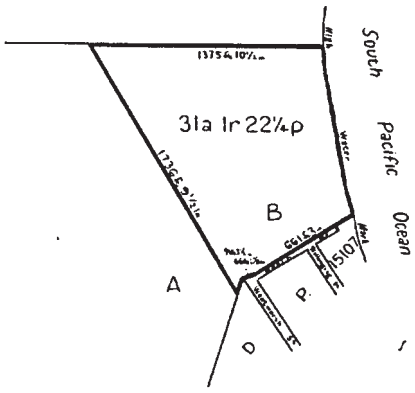
in the Municipality of Shellharbour Parish of Terragong , and County of Camden

containing Thirty one acres one rood twenty two and one quarter perches or thereabouts as shown in the plan hereon and therein edged red being Lot B in plan annexed to the said Instrument of Transfer No. F676962 and being part of 1650 acres (Portion 20 of Parish) originally granted to D'Arcy Wentworth by Crown Grant dated the 9th day of January 1821.

In witness whereof I have hereunto signed my name and affixed my Seal, this Twenty ninth day of July , 1952

Signed in the presence of G. McKern

J. Kelly
Registrar-General



Scale 600 feet to one inch

NOTIFICATION REFERRED TO

No. G747293 MORTGAGE dated 24th June 1957 from the said Harry Wilfred Forritt to Catherine Beatrice Ann Stewart of Kiama, Spinster

Entered 8th July 1957

REGISTRAR GENERAL

D/and H45537

MORTGAGE No. G747293 has been discharged.
See H45537 Entered 26th September 1958

TC

The Council of the Municipality of Shellharbour is

H45538 29th August 58

Entered 26th September 58

That part of the land above described as is comprised in Beach Road in D.P. 211127 is now public road.
Entered: 24th May, 1962

Registrar General.

OVER

Req:R661767 /Doc:CT 06539-158 CT /Rev:09-Aug-2012 /Sts:OK.OK /Prt:11-May-2017 13:57 /Seq:2 of 2
Ref:PSH-GROLLY-Council /Src:H

the whole (not room).

Deponent 1+2

21.1.77
9/97 8×9

Req:R661779 /Doc:DL H045538 /Rev:11-Feb-2013 /Sts:OK.SC /Pgs:ALL /Prt:11-May-2017 13:58 /Seq:1 of 2
Ref:PSH-GROLLY-Council /Src:H

ANSFER. WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED, OR EASEMENTS CREATED, OR WHERE THIS FORM IS OTHERWISE UNSUITABLE, FORM R.P. 13A SHOULD BE USED.

FEES:— £ s. d.
Lodgment 16 2 51
Endorsement 50
Certificate

H 45538

R.P. 13. No.

REGISTRAR-GENERAL · NEW SOUTH WALES

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

NEW SOUTH WALES SEVEN SHILLINGS SIX PENCE STAMP DUTY

£ 2 16/9/58

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

a If a less estate, strike out "in *fee simple*" and interline the required alteration.

b State in full the name of the person who furnished the consideration money.

c Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

d The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General. Where these records are inadequate for the purpose, a suitable plan may be endorsed hereon, or furnished as an annexure signed by the parties and their signatures witnessed.

Where the consent of the local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

e A very short note will suffice.

f Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.

As to instruments executed elsewhere, see Section 107 of the Real Property Act 1900-1956, Section 188 of the Conveyancing Act, 1919-1954 and Section 82A of the Evidence Act 1898-1954.

g Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

THIS SPACE TO BE LEFT FREE FROM NOTATION, NOT TO BE ALTERED BY ERASURE—See Foot Note.

I, HARRY WILFRED PORRITT of Shellharbour, Builder (herein called transferor) being registered as the proprietor of an estate in *fee simple*[a] in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of TWO THOUSAND FIVE HUNDRED POUNDS ---------- (£2,500.--) (the receipt whereof is hereby acknowledged) paid to me by[b] THE COUNCIL OF THE MUNICIPALITY OF SHELLHARBOUR, Council Chambers, Albion Park do hereby transfer to

[c] THE COUNCIL OF THE MUNICIPALITY OF SHELLHARBOUR, Council Chambers, Albion Park (herein called transferee)[c]

ALL such my Estate and Interest in ALL THE land mentioned in the schedule following :—

County	Parish	Reference to Title: Whole or Part	Vol.	Fol.	Description of Land (if part only). (d)
CAMDEN	TERRAGONG	WHOLE	6539	158	

ENCUMBRANCES, &c., REFERRED TO.[e]

— N I L —

Signed at Albania the twenty sixth day of August 1958.

[f]Signed in my presence by the transferor HARRY WILFRED PORRITT WHO IS PERSONALLY KNOWN TO ME

H W Porritt
Transferor.[*]

[g]Signed

THE COMMON SEAL of the COUNCIL OF THE MUNICIPALITY OF SHELLHARBOUR was hereunto affixed on the day of 1958 pursuant to a resolution of the Council duly passed on the day of 1958:

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

H. Lamerton (NE. A. LAMERTON)
Mayor Shellharbour Municipality
Solicitor for
Town Clerk. Transferee(s).

Whose signature hereto cannot be obtained without undue expense and delay.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

84 427—W K 1165 A. H. PETTIFER, GOVERNMENT PRINTER.

65035

H 45538

LODGED BY P. J. BILLERWELL & CO.
LAW STATIONERS
25 CASTLEREAGH STREET
SYDNEY X 31 BW 5262

No. 1

PARTIAL DISCHARGE OF MORTGAGE.

(N.B.—Before execution read marginal note.)

I, mortgagee under Mortgage No. release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

h This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at this day of 19 .

Signed in my presence by

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.[i]

Signed at the day of 19 .

Signed in the presence of—

i Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS[j]

Appeared before me at , the day of , one thousand nine hundred and the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

j To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH (To be filled in by person lodging dealing.)
		1 4 5 2 6 3 — Received Docs. Nos. Receiving Clerk.
Checked by	Particulars entered in Register Book, Volume 6539 Folio 158	
Passed (in S.D.B.) by	the 26th day of September 1958 at 35 minutes past 4 o'clock in the afternoon.	
Signed by	Registrar-General.	

REGISTRAR GENERAL NEW SOUTH WALES

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written ...		
Draft examined ...		
Diagram prepared ...		
Diagram examined ...		
Draft forwarded ...		
Supt. of Engrossers ...		
Cancellation Clerk ...		

VOL. FOL.

FEES:

The Fees, which are payable on lodgment, are as follows:—

(a) £2 where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.

(b) A supplementary charge of 10s. is made in each of the following—
(i) where a restrictive covenant is imposed; or
(ii) a new easement is created; or
(iii) a partial discharge of mortgage is endorsed on the transfer.

(c) Where a new Certificate of Title must issue the scale charges are—
(i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
(ii) £3 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
(iii) as approved where more than one simple diagram, or an extensive diagram will appear.
Where the engrossing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

K 1466 50-337—W

Req:R661779 /Doc:DL H045538 /Rev:11-Feb-2013 /Sts:OK.SC /Pgs:ALL /Prt:11-May-2017 13:58 /Seq:2 of 2
Ref:PSH-GROLLY-Council /Src:H

Req:R661557 /Doc:CT 09197-009 CT /Rev:10-Jan-2011 /Sts:OK.SC /Pgs:ALL /Prt:11-May-2017 13:40 /Seq:1 of 2
Ref:PSH-GROLLY-Council /Src:H

M

NEW SOUTH WALES

(For Grant and title reference prior to first edition see Deposited Plan.)

[redacted]IFICATE OF TITLE

[redacted]ERTY ACT, 1900, as amended.

Vol. 9197 Fol. 9

CANCELLED

1st Edition issued 11-6-1962.

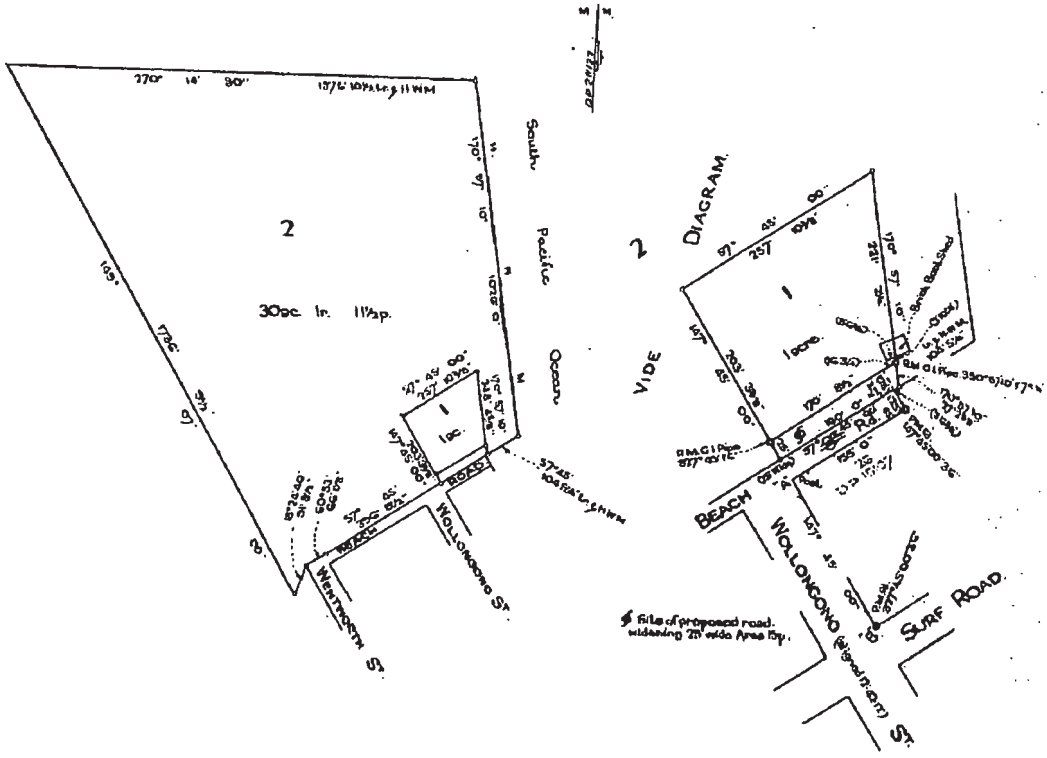
Vol. 9197 Fol. 9 (Page 1)

I certify that the person described in the First Schedule is the registered proprietor of the undermentioned estate in the land within described subject nevertheless to such exceptions encumbrances and interests as are shown in the Second Schedule.

Witness

Registrar-General.

PLAN SHOWING LOCATION OF LAND



ESTATE AND LAND REFERRED TO.

Estate in Fee Simple in Lot 2 in Deposited Plan 211127 at Shellharbour in the Municipality of Shellharbour Parish of Terragong and County of Camden.

FIRST SCHEDULE (Continued overleaf)

THE COUNCIL OF THE MUNICIPALITY OF SHELLHARBOUR.

Registrar General.

SECOND SCHEDULE (Continued overleaf)

1. Reservations and conditions, if any, contained in the Crown Grant(s) referred to in the said Deposited Plan.

Registrar General.

PERSONS ARE CAUTIONED AGAINST ALTERING OR ADDING TO THIS CERTIFICATE OR ANY NOTIFICATION HEREON

WARNING: THIS DOCUMENT MUST NOT BE REMOVED FROM THE LAND TITLES OFFICE.

NOTE: ENTRIES RULED THROUGH AND AUTHENTICATED BY THE SEAL OF THE REGISTRAR-GENERAL ARE CANCELLED.

Req:R661557 /Doc:CT 09197-009 CT /Rev:10-Jan-2011 /Sts:OK.SC /Pgs:ALL /Prt:11-May-2017 13:40 /Seq:2 of 2
Ref:PSH-GROLLY-Council /Src:H

70959 1 62 By 1600 V. C. N. Blight, Government Printer

FIRST SCHEDULE (continued)

REGISTERED PROPRIETOR	INSTRUMENT NATURE	INSTRUMENT NUMBER	INSTRUMENT DATE	ENTERED	Signature of Registrar-General
~~This deed is cancelled as to~~ None ~~New Certificates of Title have issued on~~ 30-7-1919 ~~for lots in~~ DP 218551 ~~Plan No.~~ 218551 ~~as follows:~~ ~~Lots~~ 4-5 ~~Vol.~~ 11108 ~~Fol.~~ 17-18 ~~respectively.~~ REGISTRAR-GENERAL					

DP 218551
C.N.
DP 220
L333281 TR
varg. easmt
N/C
Reg
DP 220551

SECOND SCHEDULE (continued)

INSTRUMENT NATURE	INSTRUMENT NUMBER	INSTRUMENT DATE	PARTICULARS	ENTERED	Signature of Registrar-General	CANCELLATION		

FORM No. 184A

NOTE: ENTRIES RULED THROUGH AND AUTHENTICATED BY THE SEAL OF THE REGISTRAR-GENERAL ARE CANCELLED

Req:R661087 /Doc:CT 11108-018 CT /Rev:16-Feb-2011 /Sts:OK.SC /Pgs:ALL /Prt:11-May-2017 12:58 /Seq:1 of 2
Ref:PSH-GROLLY-Council /Src:H

NEW SOUTH WALES

[redacted]ICATE OF TITLE

[redacted]PERTY ACT, 1900, as amended.

Application No. 5627

Prior Title Volume 9197 Folio 9

Vol. 11108 Fol. 18

ID Edition issued 30-7-1969.

CANCELLED

I certify that the person described in the First Schedule is the registered proprietor of the undermentioned estate in the land within described subject nevertheless to such exceptions encumbrances and interests as are shown in the Second Schedule.

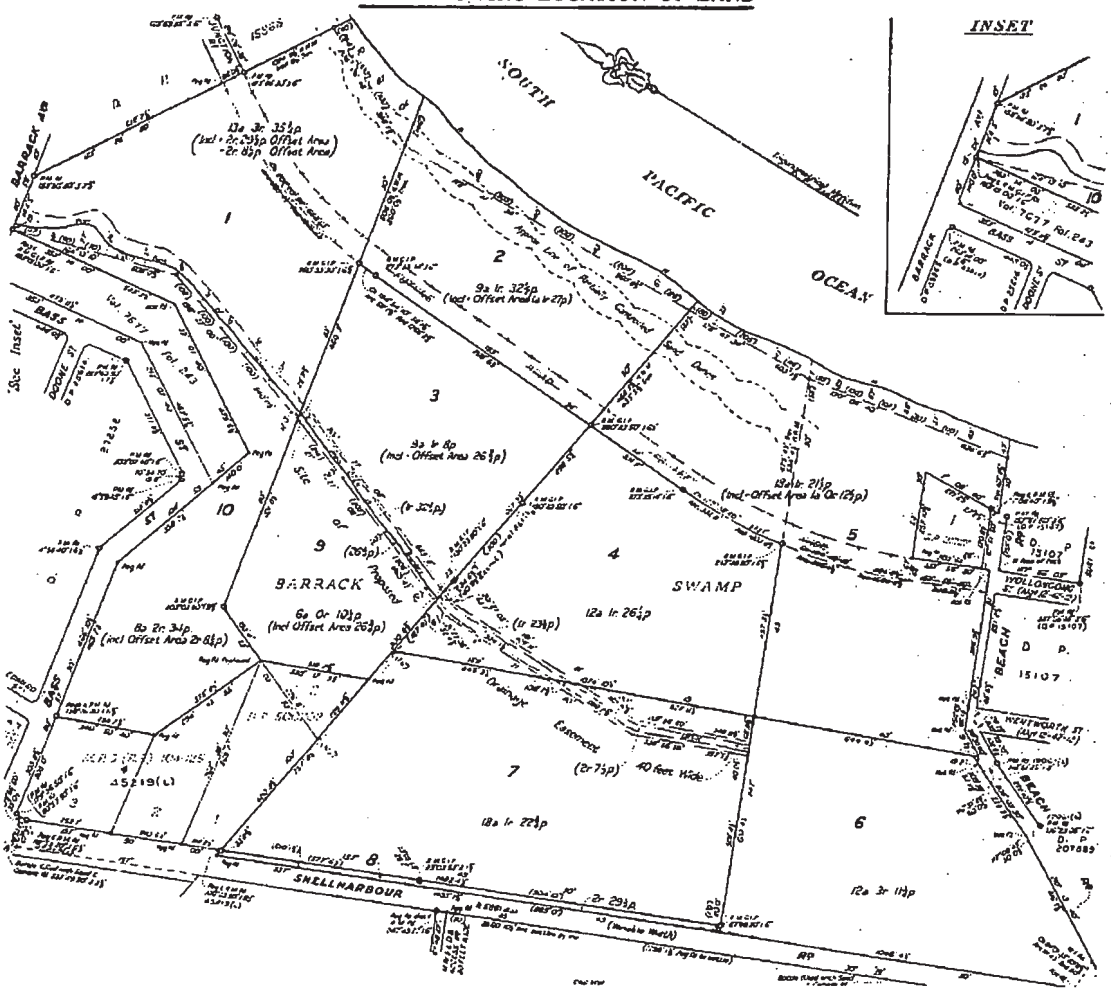
Witness *L. Bellinger*

SEE AUTO FOLIO

Registrar General.

(Page 1) Vol. 11108 Fol. 18

PLAN SHOWING LOCATION OF LAND



5

ESTATE AND LAND REFERRED TO

Estate in Fee Simple in Lot 5 in Deposited Plan 218551 at Shellharbour in the Municipality of Shellharbour Parish of Terragong and County of Camden.

FIRST SCHEDULE

THE COUNCIL OF THE MUNICIPALITY OF SHELLHARBOUR.

GRY

SECOND SCHEDULE

1. Reservations and conditions, if any, contained in the Crown Grant above referred to.

Registrar General

PERSONS ARE CAUTIONED AGAINST ALTERING OR ADDING TO THIS CERTIFICATE OR ANY NOTIFICATION HEREON

WARNING: THIS DOCUMENT MUST NOT BE REMOVED FROM THE LAND TITLES OFFICE.

NOTE: ENTRIES RULED THROUGH AND AUTHENTICATED BY THE SEAL OF THE REGISTRAR GENERAL ARE CANCELLED.

FIRST SCHEDULE (continued)

REGISTERED PROPRIETOR	INSTRUMENT NATURE	INSTRUMENT NUMBER	INSTRUMENT DATE	ENTERED	Signature of Registrar General
CANCELLED					
SEE AUTO FOLIO					

SECOND SCHEDULE (continued)

INSTRUMENT NATURE	INSTRUMENT NUMBER	INSTRUMENT DATE	PARTICULARS	ENTERED	Signature of Registrar General	CANCELLATION		

NOTE: ENTRIES RULED THROUGH AND AUTHENTICATED BY THE SEAL OF THE REGISTRAR GENERAL ARE CANCELLED

10.3.8 Proposed New Lease - Shellharbour Surf Club Incorporated, Lot 1 DP 211127 Shellharbour (10607365)

To the General Manager

Directorate: Corporate Policy
Department: Infrastructure Services

Manager: Donna Flanagan – Manager Property and Recreation
Author: Melissa Scozzafava – Team Leader Property

Summary

Currently there is a lease between Shellharbour City Council and Shellharbour Surf Life Saving Club Incorporated (Club) for Lot 1 DP211127 for the operations of a club house for members of the association. This lease commenced 1 July 1962 for a term of 99 years at a yearly rental of One Pound.

On Council's initiation, Council officers have been liaising with Executive and members of the Club regarding a new lease to reflect the current operations. Council officers attended the Special General meeting to discuss the proposed new lease. It is suggested that the Council give consideration to the granting of a new lease conditioned in such a way that Council's risk exposure be properly minimised.

Accordingly, this report seeks Council approval to commence the process to enter into a new lease agreement for the balance of the 99 year term with Shellharbour Surf Life Saving Club Incorporated (Club) at an annual rental of $1 for Lot 1 DP 211127, Shellharbour. The lease area is shown in attachment 1.

Background

A lease for 99 years was entered into on 1 July 1962 between Shellharbour City Council and executive of the then Shellharbour Surf Club being Douglas Harold Sanders and James O'Neill.

Currently Council is not properly indemnified against a claim that could be brought against it in connection with the unauthorised use of the premises for which the existing Lessee's are unlikely to be insured.

Council's position is that the club simply does not have any right to discuss any rights, whether under a licence agreement or otherwise so as to permit a use of part of the premises for purposes which fall beyond the scope of the lessee's permitted use of the premises under the lease. Accordingly, the operations of the "Function Centre" are not permissible under the terms of the permitted use noted within the existing lease. Development Consent for the "Function Centre" was granted amended DA89/207. This was never reflected in the permitted use within the lease. Council's role as consent authority is entirely distinct from its role as a lessor under a lease.

The applicable clauses of the current lease state:

Clause B - That the Lessee will not assign sublet or attempt to assign or sublet or part with the possession of the demised premises or any part thereof whether by operation of law or otherwise without the prior written consent of the Council which consent may be withheld by the Council in its absolute discretion.

Clause C - That the Lessee will not use the demised premises or any part thereof except for the purpose of the accommodation of the Shellharbour Branch of the Surf Life Saving Association of Australia as a Club House for members of the Association and for changing rooms and dressing and toilet accommodation for the use of members of the public using the adjacent beach for surfing and swimming and for purposes reasonable incidental thereto.

Any change to the permitted use may be subject to application for development consent and assessment under the planning framework prevailing at the time of lodgement and Ministerial approval if a 30 year lease is pursued as detailed below.

Proposed New Lease

Under the existing Lease of the premises, the Club was permitted to remain in occupation of the premises for a term of 99 years terminating on the 30 June 2061, the annual rental being One Pound.

The subject land is classified as Community Land. Leases of community land cannot be longer than 21 years (including the period of any options to renew) as per *S46 (3) of the Local Government Act, 1993.* However Councils may by way of application to the Minister for Local Government request a term of 30 years. There is no guarantee that this will be granted.

Therefore, Council hereby seeks to offer a new lease to the Club on the terms of the existing lease for the rental and period. The term will be for 21 years as per the Local Government Act being 2015 to 2036. It is intended to offer a further 21 years being 2036 to 2057 and following this a further four (4) year term to terminate in 2061. This reflects the period of the current lease.

In accordance with the Draft Leasing and Licencing of Council Land and Buildings Policy an independent valuation was conducted which assessed the current market annual rental for the premises including the clubhouse and function centre to be $71,490 plus GST. This equated to $40,000 for the club house and $31,490 for the function centre.

As noted within the Draft Policy, a minimum fee may be recommended by Council Officers on a case by case basis. It is acknowledged that the club has been operating and providing voluntary lifesaving services to the local community since 1936 when the Club initially formed. The Club has informed Council Officers of the following:

In 2014/15 the clubs memberships was over 800 including associate and nipper members.

There are 14 active patrols available at Shellharbour North Beach from September to April each year over every Saturday, Sunday and Public Holiday. During last season 261 patrolling members provided a total of 6691.75 volunteer hours to keep the beach safe for locals and visitors. The Club can proudly say *"No lives lost on our beach this season".*

In excess of 300 Nippers attend the Nippers program which aims to educate children about surf safety and develop skills to become future life savers.

The club maintains a vast inventory of essential lifesaving equipment that enables the Club to fulfil their water safety and patrol obligations. This includes regularly used equipment such as patrol gear, rescue boards and tubes. This equipment must be maintained in a constant state of readiness and accordingly must pass a yearly gear inspection where their function and suitability for purpose is assessed.

Applying a wage rate excluding on-costs of $28 per hour this is in excess of $187,000 worth of volunteer labour, excluding gear and equipment.

In addition to these costs, the Club will be responsible to maintain the premises in a good state of repair. This is not dissimilar to other leases whereby Council is responsible to maintain the premises in a structurally sound condition.

The proposed permitted use of the premises states:

For use as a club house for members of the Surf Life Saving Club and activities auxiliary to that use as well as the hiring of premises to members of the Surf Life Saving Club (which for the avoidance of doubt allows the hiring of the Premises or part thereof to members of the Surf Life Saving Club).

The new lease acknowledges that the Club intends to enter into a Management Agreement for the use and operation of part of the building comprising as a Function Centre and gives its in principle approval to such an arrangement subject to the Club providing the Council with the opportunity to review any proposed agreement but where such approval shall not be unreasonably withheld provided that the Council's interest shall be properly protected.

Financial Considerations

As previously noted the proposed annual rental is $1. As Council is offering an annual subsidy this should be noted as an "in-kind donation" in Council's aggregate record of donations to the community. An "in-kind donation" is a donation that is made for goods or services rather than cash, accordingly this subsidy amount will not be paid out of Council's Donations Policy budget. All subsidies made under the policy are made as "in-kind donations" in the form of the use of the facility for a lesser amount in return for the services that they offer to the community as well as

the maintenance responsibilities that they may undertake on the property, rather than cash from Council's Donations Policy budget.

Council will incur costs affiliated with the advertising of the proposal, lease preparation and registration.

Legal and Policy Considerations

The Plan of Management for the subject land authorises leasing, licensing or granting any other estate over the subject land for any community purpose as determined by Council. It also expressly states "that in the interest of the community of the Shellharbour Local Government Area that this land be utilised for the purposes of a Surf Life Saving Club and associated facilities" and "the Council has entered into a long term lease arrangement with the Shellharbour Surf Life Saving Club for the occupation of this site".

Under the *Local Government Act 1993,* Council is required to advertise the proposal in accordance with Section 47 of this Act. This will allow the community to comment on the proposal within the twenty-eight (28) day advertising period.

If a person makes a submission by way of objection to the proposal, details of all submissions must be included in a report to the Council to enable the proposal to be reconsidered and the proposal must be referred to the Minister for consent to the proposal.

Public and Social Impact

Should the voluntary surf lifesaving services of the Club cease, Council would be required to provide such services to the local community at a significant cost to the Council.

Commencement of the formal process to enter into a lease agreement with Shellharbour Surf Life Saving Club Incorporated will allow the community to comment and provides a timeframe for such comment.

Link to Community Strategic Plan

The proposed lease with Shellharbour Surf Life Saving Club Incorporated supports the following objectives and strategies of the Community Strategic Plan:

Objective: 1.1 Vibrant, safe and inclusive City

Strategy: 1.1.4 Have accessible community and cultural facilities available for current and future community members

Objective: 4.2 Supported by a Council that is responsive, accountable and financially viable

Strategy: 4.2.1 Undertake Council activities within a clear framework of strategic planning, policies, procedures and service standards

Consultations

Internal

Director Corporate Policy

External

Shellharbour Surf Life Saving Club Incorporated
Schmidt-Liermann Lawyers
PJC Property Services – Property Valuers and Consultants

Political Donations Disclosure

Not Applicable

Recommendation

1. **That Council commence the formal process including advertising and exhibition of the proposal to enter into a new lease with Shellharbour Surf Life Saving Club Incorporated for Lot 1 DP 211127, Shellharbour for an initial term of 21 years with a view of varying the lease to 30 years upon Minister Approval.**

2. **That provided no objections are received, that Council enter into the 21 year lease with Shellharbour Surf Life Saving Club Incorporated at an annual rental of $1.**

3. **That Council make an application to the Minister for Local Government to vary the lease term to 30 years as per the Local Government Act 1993.**

4. **It is intended on the termination of the above lease that Council offer a further lease term of 21 years and on the termination of the lease it is intended that Council offer a further lease of four (4) years.**

5. **That Council note the annual "in-kind donation" of $71,489 for the subsidised rental in Council's aggregate record of donations to the community.**

6. **That the Mayor and General Manager, or his nominated delegate, be authorised to sign any documentation associated with the application to the Minister of Local Government and Lease with Shellharbour Surf Life Saving Club Incorporated, under Council Seal.**

Approved for Council's consideration: _____

Date of Meeting: 27 October 2015

Attachments

1. Proposed Lease area of Lot 1 DP 211127 shown by black outline

Attachment 1 - Proposed Lease Area of Lot 1 DP 211127 shown by black outline

Printed: 12/10/2015	This map is supplied on the understanding that Council will not be responsible for any loss or damage which may result from any use made of such information as a result of errors or omissions contained in the map.	Scale: 1:1034 Copyright © LPI and Shellharbour City Council 2015.	N	Shellharbour CITY COUNCIL

9. Further that affected land owners be consulted throughout the design process with a view to minimising as much as possible the loss of amenity or inconvenience being caused during the construction phase.

CARRIED UNANIMOUSLY

10.3.8 Proposed New Lease - Shellharbour Surf Club Incorporated, Lot 1 DP 211127 Shellharbour (10607365)

305 RESOLVED: Murray/Rankin

1. That Council commence the formal process including advertising and exhibition of the proposal to enter into a new lease with Shellharbour Surf Life Saving Club Incorporated for Lot 1 DP 211127, Shellharbour for an initial term of 21 years with a view of varying the lease to 30 years upon Minister Approval.

2. That provided no objections are received, that Council enter into the 21 year lease with Shellharbour Surf Life Saving Club Incorporated at an annual rental of $1.

3. That Council make an application to the Minister for Local Government to vary the lease term to 30 years as per the Local Government Act 1993.

4. It is intended on the termination of the above lease that Council offer a further lease term of 21 years and on the termination of the lease it is intended that Council offer a further lease of four (4) years.

5. That Council note the annual "in-kind donation" of $71,489 for the subsidised rental in Council's aggregate record of donations to the community.

6. That the Mayor and General Manager, or his nominated delegate, be authorised to sign any documentation associated with the application to the Minister of Local Government and Lease with Shellharbour Surf Life Saving Club Incorporated, under Council Seal.

CARRIED UNANIMOUSLY

306 RESOLVED: Murray/Rankin

That Standing Orders be resumed.

CARRIED UNANIMOUSLY