

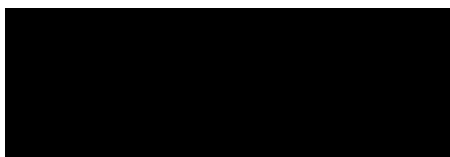


JME21073-1 – 254 Tarean Road Karuah



Preliminary Contamination Assessment 3 December 2021

For and on behalf of JM Environments



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Revision	Details	Date	Amended By	Issued To
	Final	3 December 2021		LR

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EXECUTIVE SUMMARY

This report presents the findings of a Preliminary Contamination Assessment (PCA) of 254 Tarean Road, Karuah NSW undertaken by JM Environments (JME). The PCA was commissioned by Roberts Development Group (RDG). The site is identified as Lot 1 DP507141. The site is approximately 1.66 hectares in area. The site location is shown in Figure 1.

The has previously been used as a service station and RDG are planning to redevelop the site back to service station use. The purpose of this assessment is to provide a support for the development application for the redevelopment.

The objectives of this assessment were to:

- Identify potentially contaminating activities that are currently being performed on the site, or that may have been performed on the site in the past;
- Assess Areas of Environmental Concern (AECs) and Contaminants of Concern (COCs) on the site; and
- Provide recommendations on further assessment or remediation, if considered necessary.

The scope of works was:

- a review of published information related to soils, acid sulfate soils, geology and hydrogeology;
- a review of previous site ownership (land titles search);
- a review of historical aerial photography over the past 50 to 60 years;
- a review of the site's section 10.7 certificate;
- A review of the SafeWork NSW Dangerous Goods Register for the site.
- A review of Councils records for the site.
- a review of NSW Office of Environment and Heritage (NOEH) notices under the Contaminated Land Management Act (1997)
- a search of NSW Office of Water for records for nearby registered groundwater bores;
- review and collation of the above information and identification of potential Areas of Environmental Concern (AECs) and potential Chemicals of Concern (COCs);
- a site walkover; and
- preparation of this assessment report.

Historical titles indicate the site was subdivided from a larger parcel of land in 1963 and was leased by service station operators from 1964. Historical aerial photography indicated the site was cleared of vegetation including grass prior to 1967 and was being used a service station with a managers residence located to the west of the service station building.

Dangerous goods records and Council records indicate that the site was used a service station until 2005. The site was used as restaurant from 2005 until 2015. The site was approved for landfilling in 2000. Based on information gained from the desktop study and field observations, JME considers that the site is potentially contaminated by its previous and current land use.

At this stage, the contamination status of the site is not known. JME recommends the preparation and implementation of a Sampling and Analysis Quality Plan as part of a Detailed

Site Contamination Assessment to assess if soil and groundwater contamination is present on site that may precluded it from being used as a service station

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ACRONYMS

ACM	asbestos containing material
AEC	Area of Environmental Concern
ASS	acid sulfate soils
BTEX	benzene, toluene, ethylbenzene and xylenes
BTEXN	benzene, toluene, ethylbenzene, xylenes and naphthalene
CLM Act	NSW Contaminated Land Management Act 1997
COC	Contaminant of Concern
CSM	conceptual site model
DP	Deposited Plan
EPA	Environment Protection Authority
JME	JM Environments
NEPM	National Environment Protection (assessment of Site Contamination) Measure 1999 (updated 2013)
OCP	Organochlorine pesticides
PAH	polycyclic aromatic hydrocarbons
PCA	Preliminary Contamination Assessment
PCB	Polychlorinated biphenyls
POEO Act	NSW Protection of the Environment Operations Act 1997
TRH	total recoverable hydrocarbons
VOC	volatile organic compounds

1 INTRODUCTION

This report presents the findings of a Preliminary Contamination Assessment (PCA) of 254 Tarean Road, Karuah NSW undertaken by JM Environments (JME). The PCA was commissioned by Roberts Development Group (RDG). The site is identified as Lot 1 DP507141. The site is approximately 1.66 hectares in area. The site location is shown in Figure 1.

The has previously been used as a service station and RDG are planning to redevelop the site back to service station use. The purpose of this assessment is to provide a support for the development application for the redevelopment.

2 SCOPE OF WORK

2.1 Objectives

The objectives of this assessment were to:

- Identify potentially contaminating activities that are currently being performed on the site, or that may have been performed on the site in the past;
- Assess Areas of Environmental Concern (AECs) and Contaminants of Concern (COCs) on the site; and
- Provide recommendations on further assessment or remediation, if considered necessary.

2.2 Scope of Work

The proposed scope of work was prepared in accordance with the follow guidelines and plans:

- National Environment Protection (Assessment of Site Contamination) Measure 2013;
- Guidelines for Consultants Reporting on Contaminated Sites (April 2020); and
- Guidelines for the NSW Site Auditor Scheme (3rd Edition, NSW EPA October 2017).

The scope of works was:

- a review of published information related to soils, acid sulfate soils, geology and hydrogeology;
- a review of previous site ownership (land titles search);
- a review of historical aerial photography over the past 50 to 60 years;
- a review of the site's section 10.7 certificate;
- A review of the SafeWork NSW Dangerous Goods Register for the site.
- A review of Councils records for the site.
- a review of NSW Office of Environment and Heritage (NOEH) notices under the Contaminated Land Management Act (1997)
- a search of NSW Office of Water for records for nearby registered groundwater bores;
- review and collation of the above information and identification of potential Areas of Environmental Concern (AECs) and potential Chemicals of Concern (COCs);
- a site walkover; and
- preparation of this assessment report.

3 SITE IDENTIFICATION

General site information is provided in Table 1. The site location is shown in Figure 1.

TABLE 1 – SUMMARY OF SITE DETAILS

Site Address:	254 Tarean Road, Karuah NSW
Site Area:	Approximately 1.66 Hectares
Site Identification	Lot 1 DP507141. Local Government Area of Port Stephens Parish of Tarean County of Gloucester
Current Land Use:	Vacant
Previous Land Use:	Restaurant and Service Station prior to that
Proposed Land Use:	Service Station
Adjoining Site Uses:	Residential to the north Rural to the south, east and west
Site Coordinates:	401266 mE, 6386722 mN (centre of site)
Current Zoning:	RU2 Rural Landscape

4 DESKTOP STUDY

4.1 Site Topography and Drainage

A topographic map (maps.six.nsw.gov.au) indicates that the site lies in a shallow saddlepoint and gently slopes down to the east southeast. The site's elevation is approximately 15m AHD. Surface water would flow overland into an unnamed ephemeral stream to the southeast of site. The unnamed stream discharges into wetlands of the Karuah River approximately 1.1km southeast of site.

4.2 Local Soils

The NSW Department of Planning, Industry and Environment –“eSPADE NSW Soil and Land Information” online service indicates that the site lies on the Ten Mile Road Soil Landscape, defined as:

- Landscape—undulating low hills on Carboniferous sediments and acid volcanics in the Medowie Lowlands and Clarencetown Hills regions. Local relief is 40–80 m. Elevation is 70–150 m. Slopes are 5–10%. Uncleared open-forest.
- Landscape Variant—tma—rolling low hills, slope gradients 10–20%.
- Soils—moderately deep (55 cm) to deep (>200 cm), well to imperfectly drained brown Soloths (Db1.41), yellow Soloths (Dy2.41, Dy3.41), and shallow (<45 cm), well-drained Bleached Loams/Lithosols (Um2.12, K-Um2.12).
- Qualities and Limitations—high water erosion hazard, localised shallow soils, high run-on and seasonal waterlogging, strongly to extremely acid soils of low fertility

4.3 Local Geology

The Newcastle 1:250,000 Geological Series Sheet S1 56-2 indicated that the site is located on Carboniferous Age sediments mostly clastics with some organics.

4.4 Local Hydrogeology

WaterNSW operates a website listed as realtimedata.waternsw.com.au, with search tools that provide summary reports on registered bores in NSW. A search of this website indicated that there were no registered bores within 500m of the site.

Groundwater beneath the site would be expected to follow the regional topography and be more than 5m below the ground surface. Groundwater is expected to flow in a south/south easterly direction and discharge into Port Stephens.

4.5 Acid Sulfate Soils

The site is not mapped by The NSW Department of Planning, Industry and Environment – “eSPADE NSW Soil and Land Information” online services Acid Sulfate Soil Risk Mapping.

4.6 Section 10.7 Certificate

Section 10.7 Planning Certificates for the site dated 03/11/2021 was obtained from Port Stephens Council. A copy of the certificate is provided in Appendix A. Table 2 summarises the relevant contamination and ASS information contained within the certificate.

TABLE 2 – SECTION 10.7 CERTIFICATE SUMMARY

Current Zoning:	RU2 Rural Landscape
Mine Subsidence:	The land IS NOT within a proclaimed Mine Subsidence District under the Mine Subsidence Compensation Act 1961.
Land Contamination:	<p>The land to which the certificate relates</p> <ul style="list-style-type: none">• is not significantly contaminated;• Is not subject to a contamination management order;• Is not subject to an approved voluntary management proposal;• Is not subject to an ongoing maintenance order; and• Is not the subject of a site audit statement.
Loose-fill asbestos insulation	The land DOES NOT include any residential dwelling identified on the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

4.7 NSW EPA Records

4.7.1 Contaminated Land Management Act 1997

A review of the NSW EPA’s public register of contaminated sites under Section 58 of the Contaminated Land Management Act 1997 (the CLM Act) on 24 November 2021 revealed no records in Karuah.

4.7.2 Protection of the Environment Operations Act 1997

Section 308 of the NSW Protection of the Environment Operations Act 1997 (the POEO Act) includes:

- environment protection licences;
- applications for new licences and to transfer or vary existing licences;
- environment protection and noise control notices;
- penalty notices issued by the EPA;
- convictions in prosecutions under the POEO Act;
- the results of civil proceedings;
- licence review information;
- exemptions from the provisions of the POEO Act or regulations;
- approvals granted under clause 9 of the POEO (Control of Burning) Regulation; and
- approvals granted under clause 7A of the POEO (Clean Air) Regulation.

A search of the public register under Section 308 of the POEO Act 1997 found 37 results for Karuah. The results relate to the issue and maintenance of various environmental protection licenses. The distance from site precludes the activities governed by these licenses impacting the contamination status of the site.

The search results are included in Appendix B.

4.8 Historical Titles Search

A search of historical titles for the site was undertaken by InfoTrack Pty Ltd. A list of past registered proprietors and leases for the lots was obtained dating back to 1925. The results of the search are summarised in Table 3 and included in Appendix C.

TABLE 3: Site Historical Owners and Lessors

<u>Date of Acquisition and term held</u>	<u>Registered Proprietor(s) & Occupations where available</u>	<u>Reference to Title at Acquisition and sale</u>
24.12.1925 (1925 to 1939)	[REDACTED]	Vol 3816 Fol 79 (Grant) Now Vol 4468 Fol 204
01.02.1939 (1939 to 1963)	[REDACTED]	Vol 4468 Fol 204 Now Vol 9621 Fol 214
19.12.1963 (1963 to 1976)	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	Vol 9621 Fol 214
13.01.1976 (1976 to 1981)	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	Vol 9621 Fol 214
08.04.1981 (1981 to 1981)	[REDACTED] [REDACTED]	Vol 9621 Fol 214

14.09.1981 (1981 to 1983)	[REDACTED]	Vol 9621 Fol 214
18.02.1983 (1983 to 2021)	[REDACTED] [REDACTED] [REDACTED]	Vol 9621 Fol 214 Now 1/507141
03.08.2021 (2021 to date)	# Coastal Developments (NSW) Pty Ltd	1/507141
Leased Dates	Lessor	Comments
21.09.1964	[REDACTED] [REDACTED]	surrendered 1966
21.09.1964	[REDACTED] [REDACTED] [REDACTED]	Merged 1966
07.09.1966	[REDACTED] [REDACTED]	Surrendered 14.09.1981
24.12.1984	[REDACTED] [REDACTED]	Surrendered 14.03.1995

The search indicates the site was part of a larger parcel of land until it was subdivided in 1963. The site was lease by various service station operators from 1964-1995.

4.9 Dangerous Register Search

A search of SafeWork NSW's Schedule 11 Hazardous Chemicals on Premises database indicated the following:

- Five underground tanks (1x3,000, 2x2,000, 1x1,000 and 1x500 gallons) were installed in 1964. The site plans are not clear but the general locations of these tanks can be estimated and the tanks contained 'standard', 'sup' (assumed super) and 'kero'. The site plans also show a '4,000 diesel' tank and a '6,000' tank. It is uncertain if these tanks were above or underground.
- The 1964 plan indicated that a managers residence was located to the west of the service station building;
- Two under tanks (2x22,000litres) were installed in 1981. One of the tanks installed in 1964 was shown as 'holed abandon fill with slurry'.
- 1996 an amendment to the dangerous goods licence is lodged for the addition of a 72,000 litre diesel tank.
- March 2005, WorkCover indicate the site lessor had advised the 'tanks have now been removed from the premises'.
- April 2005, the site owners seek to suspend their dangerous good licence for the 'next couple of years' and proposed to fill the tanks with a 'water soluble oil'.
- May 2005, WorkCover allowed the 'temporary' abandonment of five underground tanks by filling with water and a rust inhibitor via an exemption. The exemption expired on May 2007 by which times the tanks were required to be either brought back into use or

abandon them in full compliance with the then current edition of *AS1940 The storage and handling of flammable and combustible liquids*.

- There are no further records after May 2005.

JME's interpretation of the locations of underground tanks is shown in Figure 2. The dangerous goods documents are in Appendix D.

4.10 Aerial Photograph Review

Historic aerial photographs of the site dating back to 1966 were purchased from the NSW Land and Property Management Authority, and reviewed by a JME environmental scientist, along with imagery available on Google Earth™. The results of the aerial photograph review are summarised in Table 4. Photographs are attached as Figures 3 to 8.

TABLE 4 – AERIAL PHOTOGRAPH REVIEW

Year	Site	Surrounding Land
1967	The photograph is a little unclear however the service station building and the managers residence are visible. The remainder of the site is clear of trees.	A residence is visible, among scrub, across Tarean Road (Pacofic Highway) to the north. Scrub appears to the east of site. The land to the south and west of site is cleared of scrub.
1974	Similar to 1967	There appears to be further clearing of scrub to the northeast across Tarean Road.
1987	Manager's residence has been removed.	Similar to 1974.
1993	An extension has been added to the southwest corner of the service station building.	Similar to 1987
2005	The extension has been partially removed. The truck refuelling canopy is visible to the southwest of the service station building. The majority of site has been covered road base.	Similar to 1993
2013	Septic tanks are visible near the southern boundary of site.	Similar to 2005.

4.11 Council Records

JME lodged a Property Development Enquiry for the site with Port Stephens Council. The Council development records dated back to 1983. A summary of the Development Application and Building Applications are presented in Table 5.

Table 5: A Summary of Building and Development Applications for the Site

Item number	Description	Determination Date	Determination
1	Dwelling and fruit shop	29/06/1983	Refused by staff

2	Motel – 18 units	02/03/1984	Approved with conditions
3	Alterations to service station	22/04/1985	Approved
4	Subdivision - 2 lots	04/03/1986	Approved with conditions
5	Installation of a diesel fuel tank	12/08/1987	Approved with conditions
6	Additions to existing service station-kitchen and canopy	05/11/1987	Approved with conditions
7	Additions to service station (shower block)	22/06/1989	Approved
8	Extension and alterations to existing service station and ..	30/08/1995	Approved with conditions
9	Auto gas dispenser	18/10/1994	Approved with conditions
10	Addition to service station	24/07/1995	Approved with conditions
11	Septic tank	26/07/1996	Approved
12	Waste treatment system	12/11/2013	Approved with conditions
13	Land fill	13/12/2000	Approved with conditions
14	Minor alterations to existing restaurant and decommission of service station	01/09/2005	Approved with conditions
15	Change of use to residential of an existing commercial premises	23/06/2015	Approved by Council

JME reviewed the determination document for items 2, 3, 13, 14 and 15. It appeared that reports concerning site contamination were not submitted with these development applications nor were such reports conditioned by Council.

4.12 Site Walkover

A site walkover was conducted by JME environmental scientist on 19 October 2021. The purpose of the site walkover was to conduct a visual assessment of current site activities, potential sources of contamination, property boundaries, surrounding land uses, topography and nearby sensitive environments. Site features are shown in Figure 9.

The site was accessed from Tarean Road via a highly weathered asphalt driveway. The site was secured with a chain link fence and locked gate, The site was located at the side of a broad hill.

The site had the general appearance of a disused service station. The service station forecourt was paved with concrete (Photograph 1) with some piles of wood which was used as decking over the forecourt when it was used as a Greek restaurant. Five dip points were located in the forecourt concrete in the vicinity of the front canopy.



A concrete parking area was present to the east of the service station building the site sloped away to the south (Photograph 2). A large stockpile of wood and vegetation, a burnt out dumpster and numerous small soil stockpiles were located to the south of the carpark (Photograph 3). Behind the service station building and to the west of the concrete forecourt the site grass had grown the gravelly and asphalt paved surface (Photograph 4). An overgrown weedy raised garden bed was located the west of the diesel truck canopy (Photograph 5).

An underground diesel tank dip point was located on the eastern side of the truck canopy.



Photograph 2: Concrete parking area.



Photograph 3: Large and vegetation stockpile with some small soil stockpiles



Photograph 4: Extremely worn asphalt and gravel pavement



Photograph 5: Raised garden bed

Six dip points in all were located during the site walkover. The dip points were opened, and a sample was collected from each tank and analysed for flash point for disposal purposes. The tank capacities were based on the dipstick maximum volume. The tank contents and size are summarised below:

- Tank 1 – 9,800L capacity with 900L of petrol;
- Tank 2 - 26,675L capacity and filled with water;
- Tank 3 - 22,272L capacity and filled with water
- Tank 4 – 26,675L capacity and filled with water
- Tank 5 – 22,600L capacity and filled ~10% diesel/90% water;
- Tank 6 – 17,865L capacity and filled with water.

5 CONCEPTUAL SITE MODEL

A conceptual site model (CSM) has been prepared for the site, with reference to the National Environment Protection (Assessment of Site Contamination) Measure (NEPM) Schedule B2, Guideline on Site Characterisation. The CSM identifies potential contaminant sources and COCs, contaminant release mechanisms, exposure pathways and potential receptors. The CSM is summarised in Table 6 (below).

5.1 Site History Summary

The site lies approximately 800m west of Karuah. Historical titles indicate the site was subdivided from a larger parcel of land in 1963 and was leased by service station operators from 1964. Historical aerial photography indicated the site was cleared of vegetation including grass prior to 1967 and was being used a service station with a managers residence located to the west of the service station building. Dangerous goods records and Council records indicate that the site was used a service station until 2005. The site was used as restaurant from 2005 until 2015. The site was approved for landfilling in 2000.

5.2 Data Gap Analysis

At this stage, the following pieces of information are unknown or uncertain:

- Have any tanks been removed from site?
- Why was a tank holed and filled with slurry?
- What is the contamination status of the site's soil, groundwater and soil gas?
- What was the fate of used oils and lubricants from the service garage?;
- What was the source of filled used in 2000 and where was it placed?
- What was filled in 2000?

5.3 Source Zone Characteristics

5.3.1 Primary Contaminant Sources

JME considers that the primary potential source of impact on the site:

- Hydrocarbons leaking from underground fuel tanks;
- Use of uncontrolled fill as land fill;
- Onsite disposal of vehicle servicing consumables including degreasers, greases, oils, asbestos brake pads;
- On site disposal of sewage effluent;

- Lead in paint and asbestos containing materials (ACM).

5.3.2 Identified Contaminants of Concern and Areas of Environmental Concern

Based on the results of this assessment, COCs on the site are considered to include:

- Benzene, toluene, ethylbenzene and xylenes (BTEX);
- Total recoverable hydrocarbons (TRH);
- Polycyclic aromatic hydrocarbons (PAH);
- Chlorinated hydrocarbons and trimethylbenzenes (solvents and degreasers);
- Heavy metals (As, Cd, Cr, Cu, Pb, Hg, Ni and Zn);
- Phenols;
- Polychlorinated biphenyls (PCB);
- Organochlorine pesticides (OCP);
- Asbestos;
- Faecal coliforms.

AECs on the site are considered to include:

- Petrol station forecourt and beneath the building;
- Potential filling of site; and
- Septic soak away
- Former shed on the southern boundary.

5.4 Contaminant Transport Mechanisms

In its current condition, primary transport mechanisms on the site are considered to include:

- Stormwater and groundwater flow; and
- Soil vapour intrusion.

5.5 Contaminant Exposure Pathways

For contaminated soil to pose a risk to a receptor, a complete exposure pathway must exist between the source of impact and the receptor. A complete exposure pathway consists of the following elements:

- A source and mechanism for release;
- A storage and/or transport medium (e.g. contaminants stored in fine soil types and transported into the atmosphere as dust);
- An exposure point, where the receptor comes in contact with the contamination; and
- An exposure route (e.g. inhalation).

The current potential exposure pathways on the site are considered to include:

- Dermal exposure via direct contact with surface soils
- Exposure via inhalation of soil vapour, which may have intruded into the building;
- Metabolisation by the local ecology; and
- Off-site migration of stormwater and groundwater potentially impacting hydraulically down-gradient surface water users and ecology.

5.6 Identification of Receptors at Risk

Potential receptors that should be considered include (but are not limited to):

- Future site workers;

- Future site users;
- Local ecology; and
- Down-gradient surface water users and ecology.

TABLE 6 - CONCEPTUAL SITE MODEL 254 TAREAN ROAD KARUAH NSW

Known and Potential Primary Sources	Primary Release Mechanism	Secondary Release Mechanism	Potential Impacted Media	Contaminants of Concern	Exposure Pathways	Potential Receptors
Importation of fill Use of solvents and degreasers Handling and disposal of waste oils Weathering and maintenance of building materials Faecal coliforms	Leaks, poor storage, handling and disposal practices of petroleum hydrocarbons and chlorohydrocarbons Building materials falling on unsealed ground surfaces	Volatilisation of contaminants	Air	VOC (including BTEXN) TRH F1 and F2 Phenols	Inhalation	On-site residents and visitors, future workers and site users
		Transport of contamination via groundwater migration	Groundwater	BTEX TRH PAH Chlorinated hydrocarbons and trimethylbenzenes Heavy metals Phenols PCB OCP	Dermal contact Inhalation Ingestion	Local ecology Recreational users of surface waters (water activities and fishing) Down gradient surface water users
		Disturbance of soils	Soil	BTEX TRH PAH Chlorinated hydrocarbons and trimethylbenzenes Heavy metals Phenols PCB OCP Asbestos	Dermal contact Inhalation Ingestion	On-site residents and visitors, future workers and site users

6 CONCLUSION AND RECOMMENDATIONS

Based on information gained from the desktop study and field observations, JME considers that the site is potentially contaminated by its previous and current land use.

At this stage, the contamination status of the site is not known. JME recommends the preparation and implementation of a Sampling and Analysis Quality Plan as part of a Detailed Site Contamination Assessment to assess if soil and groundwater contamination is present on site that may precluded it from being used as a service station.

REFERENCES

National Environment Protection (Assessment of Site Contamination) Measure (1999 (amended 2013)) Schedule B2, Guideline on Site Characterisation

Port Setephens Local Environmental Plan (2014)

NSW Contaminated Land Management Act (1997)

The Gosford-Lake Macquarie Special 1:100,000 Geology Sheet 9131

National Environment Protection (Assessment of Site Contamination) Measure 2013;

Guidelines for Consultants Reporting on Contaminated Sites (April 2020); and

Guidelines for the NSW Site Auditor Scheme (3rd Edition, NSW EPA October 2017).

NSW Protection of the Environment Operations Act (1997)

www.environment.nsw.gov.au/acidsulfatesoil/riskmaps.htm

Google Earth

www.environment.nsw.gov.au/eSpade2Webapp

www.maps.six.nsw.gov.au

realtimedata.watarnsw.com.au/

LIMITATIONS

In preparing this report, current guidelines for assessment and management of contaminated land were followed. This work has been conducted in good faith, in accordance with JM Environments' understanding of the client's brief and general accepted practice for environmental consulting.

This report was prepared for the RDG Properties Trust with the objective of assessing the presence of potential contamination on the site that could impact on the future development of the property. No warranty, expressed or implied, is made as to the information and professional advice included in this report. The report is not intended for other parties or other uses. Anyone using this document does so at their own risk and should satisfy themselves concerning its applicability and, where necessary, should seek expert advice in relation to the particular situation at the time.

JM Environments



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Figures

Appendix A

Section 10.7 Certificate

**PLANNING CERTIFICATE PURSUANT TO
SECTION 10.7 ENVIRONMENTAL PLANNING
AND ASSESSMENT ACT 1979**

APPLICANT DETAILS:



Reference: JME21073

Issue Date: 03/11/2021

PROPERTY DESCRIPTION:

**254 Tarean Road KARUAH NSW 2324
LOT: 1 DP: 507141**

Parcel No: 18271

Disclaimer

Information contained in this certificate relates only to the land for which this certificate is issued on the day it is issued. This information is provided in good faith and Council shall not incur any liability in respect of any such advice. Council relies on state agencies for advice and accordingly can only provide that information in accordance with the advice. Verification of the currency of agency advice should occur. For further information, please contact Council by telephoning (02) 4988 0255 or email plancert@portstephens.nsw.gov.au.

Title Information

Title information shown on this Planning Certificate is provided from Council's records and may not conform to information shown on the current Certificate of Title. Easements, restrictions as to user, rights of way and other similar information shown on the title of the land are not provided on this planning certificate.

Inspection of the land

The Council has made no inspection of the land for the purposes of this Planning Certificate.

PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)

Matters contained in this certificate apply only to the land on the date of issue.

1. Names of relevant planning instruments and DCPs

- (1) The name of each environmental planning instrument that applies to the development on the land.

State Environmental Planning Policies

State Environmental Planning Policy No 21 – Caravan Parks

State Environmental Planning Policy No 33 – Hazardous and Offensive Development

State Environmental Planning Policy No 36 – Manufactured Home Estates

State Environmental Planning Policy No 50 – Canal Estate Development

State Environmental Planning Policy No 55 – Remediation of Land

State Environmental Planning Policy No 64 – Advertising and Signage

State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development

State Environmental Planning Policy (Affordable Rental Housing) 2006

State Environmental Planning Policy (Building Sustainability Index BASIX) 2004

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

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

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

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (State Significant Precincts) 2005

State Environmental Planning Policy (Primary Production and Rural Development) 2019

State Environmental Planning Policy (Koala Habitat Protection) 2019

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

Local Environmental Plan

Port Stephens Local Environmental Plan 2013

- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Draft State Environmental Planning Policies

No draft State Environmental Planning Policies affect the site the subject of this Certificate.

Draft Local Environmental Plan

No draft Local Environmental Plans currently exist which affect the site the subject of this certificate.

Development Control Plans

- (3) The name of each development control plan that applies to the carrying out of development on the land.

Port Stephens Development Control Plan 2014.

2. Zoning and land use under relevant Local Environmental Plan(s)

What is the identity of the zoning for the land?

RU2 Rural Landscape

Land Use Table – RU2 Rural Landscape

(a) The land is zoned RU2 Rural Landscape under the provisions of Part 2 in the Port Stephens Local Environmental Plan 2013.

(b) **Item 2 – Permitted without consent**

Extensive agriculture; Home occupations; Intensive plant agriculture

(c) **Item 3 – Permitted with consent**

Agriculture; Airstrips; Animal boarding or training establishments; Aquaculture; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Cellar door premises; Cemeteries; Community facilities; Correctional centres; Crematoria; Dual occupancies; Dwelling houses; Eco-tourist facilities; Environmental facilities; Environmental protection works; Extractive industries; Farm buildings; Flood mitigation works; Forestry; Group homes; Helipads; Home-based child care; Home businesses; Home industries; Information and education facilities; Jetties; Landscaping material supplies; Plant nurseries; Recreation areas; Recreation facilities (outdoor); Roads; Roadside stalls; Rural industries; Tourist and visitor accommodation; Turf farming; Veterinary hospitals; Water recreation structures; Water supply systems

(d) **Item 4 - Prohibited**

Backpackers' accommodation; Hotel or motel accommodation; Serviced apartments; Any development not specified in item 2 or 3

(e) **Development Standard for the erection of a dwelling-house**

Clause 4.2B in the Port Stephens Local Environmental Plan 2013 includes a development standard that fixes a minimum land dimension for the erection of a dwelling-house. This clause applies to the land. The minimum lot size for the erection of a dwelling-house is identified on the Lot Size Map.

- (f) Does the land include or comprise a critical habitat?

Port Stephens Local Environmental Plan 2013 does not identify the land as including or comprising critical habitat.

- (g) Is the land in a heritage conservation area?

The land is not located within a heritage conservation area under the Port Stephens Local Environmental Plan 2013.

- (h) Is an item of environmental heritage situated on the land?

The land is not identified as containing an item of environmental heritage significance under the provisions in Port Stephens Local Environmental Plan 2013.

Note. The land subject of this certificate does not have a site specific clause applying to it.

2A. Zoning and land use under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*

Not applicable to the Port Stephens Local Government Area.

3. Complying Development

Whether or not the land to which the certificate relates is land on which complying development may be carried out under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*?

Housing Code

Complying development under the General Housing Code MAY be carried out on the land.

Inland Code

Complying development under the Inland Code MAY be carried out on the land.

Rural Housing Code

Complying development under the Rural Housing Code MAY be carried out on the land.

Low Rise Medium Density Housing Code

Complying development under the Low Rise Medium Density Housing Code MAY be carried out on the land.

Greenfield Housing Code

Complying development under the Greenfield Housing Code MAY be carried out on the land.

Housing Alterations Code

Complying development under the Housing Alterations Code MAY be carried out on the land.

General Development Code

Complying development under the General Development Code MAY be carried out on the land.

Commercial and Industrial Alterations Code

Complying development under the Commercial and Industrial alterations Code MAY be carried out on the land.

Commercial and Industrial (New Buildings and Additions) Code

Complying development under the Commercial and Industrial (New Buildings and Additions) Code MAY be carried out on the land.

Container Recycling Facilities Code

Complying development under the Container Recycling Facilities code MAY be carried out on the land.

Subdivisions Code

Complying development under the Subdivision Code MAY be carried out on the land.

Demolition Code

Complying development under the Demolition Code MAY be carried out on the land.

Fire Safety Code

Complying development under the Fire Safety Code MAY be carried out on the land.

Note. If the land is a lot to which the Housing Code, Rural Housing Code, Low Rise Medium Density Housing Code, Greenfield Housing Code, Housing Alterations Code, General Development Code, or Commercial and Industrial (New Buildings and Additions) Code (within the meaning of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* applies, complying development may be carried out on any part of the lot that is not affected by the provisions of clause 1.19 of that Policy

4. (Repealed)

4A. (Repealed)

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

The land is not subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services relating to existing coastal protection works to which the owner (or any previous owner) of the land has consented.

Note. "existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the *Local Government Act 1993*.

5. **Mine Subsidence**

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961* or within an area declared to be a mine subsidence district under the *Coal Mine Subsidence Compensation Act 2017*.

The land is not within a proclaimed or declared mine subsidence district.

6. **Road widening and road realignment**

Council's records indicate that the land the subject of this Certificate is not affected by any road widening or road realignment under:- (1) Section 25 of the Roads Act 1993; or (2) any environmental planning instrument; or (3) any resolution of the Council.

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

Council's records indicate that the land subject of this certificate IS NOT affected by RAAF Base Williamtown & Salt Ash Air Weapons Range 2025 Australian Noise Exposure Forecast (10th August 2011) or the Aircraft Noise Planning Area under the Port Council Aircraft Noise Policy.

7A. **Flood related development controls information**

Development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings or any other purpose IS NOT subject to flood related development controls.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument makes provision in relation to the acquisition of the land by a public authority, as referred to in Section 3.15 of the Environmental Planning and Assessment Act 1979 (the Act).

The Port Stephens Local Environmental Plan 2013 DOES NOT provide for the acquisition of this land, or part thereof, by a public authority as referred to in Section 3.15 of the Act.

9. Contributions plans

The name of each contributions plan applying to the land

* Port Stephens Local Infrastructure Contributions Plan 2020

* Port Stephens Fixed Local Infrastructure Contributions Plan 2020

Note. These documents specify development contributions required towards the cost of providing additional community services or facilities if a property is developed. They are available on request from Council or can be viewed www.portstephens.nsw.gov.au.

9A. Biodiversity certified land

If the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

No

Note. Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

10. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

No

Note. Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016*.

10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

The land DOES NOT contain a set aside area under section 60ZC of the Local Land Services Act 2013.

11. Bush fire prone land

Whether or not some, all or none of the land is bush fire prone land.

All of the land is identified as bush fire prone land in Council's records. Further details of any applicable restrictions on development of the land may be obtained on application to Council. For further information, please contact Council's Duty Officer by telephoning 49880115.

12. Property vegetation plans

If the land is land to which a property vegetation plan under the *Native Vegetation Act 2003* (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

Council has not been notified of any Property Vegetation Plans under the *Native Vegetation Act 2003* (and that continues in force) that affect the land to which this certificate applies.

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

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

The land is not affected by an order under the *Trees (Disputes Between Neighbours) Act 2006* (of which Council is aware).

14. Directions under Part 3A

Whether there is a direction by the Minister in force under section 75P(2)(c1) of the Act.

The land is not affected by a direction by the Minister, in force under section 75P(2)(c1) of the *Environmental Planning and Assessment Act 1979*.

15. Site compatibility certificates and conditions for seniors housing

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

- (a) Whether or not Council is aware of a current site compatibility certificate (seniors housing), in respect of the proposed development on the land.

Council is not aware of a site compatibility certificate (seniors housing) issued in respect of the subject land.

- (b) Whether or not any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after October 2007 in respect of the land.

No terms referred to in clause 18(2) of the policy have been imposed as a condition of development consent in respect of the land to which this certificate relates.

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

Whether or not Council is aware of a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools, or TAFE establishments) in respect of proposed development on the land.

Council is not aware of a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools, or TAFE establishments) in respect of proposed development on the land.

17. Site compatibility certificates and conditions for affordable rental housing

- (1) Whether or not Council is aware of a current site compatibility certificate (affordable rental housing) in respect of proposed development on the land.

Council is not aware of a current site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

- (2) Whether or not any terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

The land is not affected by any terms of a kind (of which Council is aware) referred to in clause 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as conditions of consent to a development application granted after 11th October, 2007 in respect of the land.

18. Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
(2) The date of any subdivision order that applies to the land.
(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of *Environmental Planning and Assessment Regulation 2000*.

Not applicable.

19. Site verification certificates

Whether or not Council is aware of a current site verification certificate, in respect of the land.

Council is not aware of a current site verification certificate in respect of the land.

20. Loose-fill asbestos insulation

Whether or not the land includes any residential premises (as defined in Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on a register of residential premises that contain or have contained loose-fill asbestos insulation.

The land DOES NOT include any residential dwelling identified on the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. For further information, please contact Department of Fair Trading by telephoning 13 77 88 or go to their website at www.fairtrading.nsw.gov.au.

21. Affected building notices and building product rectification orders

- (a) Whether or not there is any affected building notice of which the council is aware that is in force in respect of the land.

There is no affected building notice in force in respect of the land.

A statement of:

- (b) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with.

No

- (c) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

No

Additional matters

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

- (a) Whether or not the land to which the certificate relates is significantly contaminated land within the meaning of that Act.
- (b) Whether or not the land to which the certificate relates is subject to a management order within the meaning of that Act.
- (c) Whether or not the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of the Act.
- (d) Whether or not the land to which this certificate relates is subject to an ongoing maintenance order within the meaning of that Act.
- (e) Whether or not the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such statement has been provided at any time to the local authority issuing the certificate.

There are no prescribed matters under section 59(2) of the Contaminated Land Management Act 1997 to be disclosed.

PART B: INFORMATION PROVIDED UNDER SECTION 10.7(5)

This information is provided in accordance with section 10.7(5) of the *Environmental Planning and Assessment Act 1979*. Section 10.7(6) states that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5) of the Act. If this information is to be relied upon, it should be independently checked.

Heritage

Port Stephens Council must take into consideration the likely effect of proposed development on the heritage significance of a heritage item, heritage conservation area, archaeological site or potential archaeological site, and on its setting, when determining an application for consent to carry out development on land in its vicinity. Please contact Council's Development Assessment and Compliance Section by telephoning 49880115.

Aboriginal Archaeology

When determining a development application on known or potential archaeological sites of both Aboriginal and non-Aboriginal heritage significance, Port Stephens Council must consider an assessment of how the proposed development would affect the conservation of the site and any relic known or reasonably likely to be located at the site. Please contact Council's Development Assessment and Compliance Section on 49880115 for more information.

Aircraft Noise

All areas of the Port Stephens Local Government area may be affected by aircraft noise from time to time. RAAF Base Williamtown – Newcastle Airport and Salt Ash Air Weapons Range are located within the Port Stephens Local Government Area. Further information can be obtained from the Commonwealth Department of Defence website and from the Port Stephens Council Strategy and Environment Section and you are advised to make further enquiries.

Koala Habitat

Parts of the Port Stephens Local government Area are affected by Koala Habitat and subject to the Port Stephens Comprehensive Koala Plan of Management 2002 made under State Environmental Planning Proposal No. 44. Further information can be obtained from Council's Strategy & Environment Section on 49880326 or email plancert@portstephens.nsw.gov.au.

Invasive Species

Parts of the Port Stephens Local Government Area contain plants that pose a risk according to the *Biosecurity Act 2015* which may restrict the use of the land. For further information please contact Council's Strategy & Environment Section on 4988 0326 or email weeds@portstephens.nsw.gov.au

Development consents relating to the land

Please contact Customer Relations on (02) 4988 0255, for any enquiries regarding development consent over the land in the past 5 years.

Issued by Port Stephens Council Development Services Group,
on behalf of **Wayne Wallis, General Manager**

Appendix B

EPA Records

Number	Name	Location	Type	Status	Issued date
11569	HUNTER QUARRIES PTY LTD	CORNER OF ANDERSITE ROAD AND THE BRANCH LANE, KARUAH, NSW 2324	POEO licence	Issued	16-Jan-02
1015394	HUNTER QUARRIES PTY LTD	CORNER OF ANDERSITE ROAD AND THE BRANCH LANE, KARUAH, NSW 2324	s.58 Licence Variation	Issued	11-Jul-02
1048149	HUNTER QUARRIES PTY LTD	CORNER OF ANDERSITE ROAD AND THE BRANCH LANE, KARUAH, NSW 2324	s.58 Licence Variation	Issued	30-Jun-05
1061485	HUNTER QUARRIES PTY LTD	CORNER OF ANDERSITE ROAD AND THE BRANCH LANE, KARUAH, NSW 2324	s.58 Licence Variation	Issued	9-Jun-06
1072188	HUNTER QUARRIES PTY LTD	CORNER OF ANDERSITE ROAD AND THE BRANCH LANE, KARUAH, NSW 2324	s.58 Licence Variation	Issued	16-Apr-07
1113805	HUNTER QUARRIES PTY LTD	CORNER OF ANDERSITE ROAD AND THE BRANCH LANE, KARUAH, NSW 2324	s.58 Licence Variation	Issued	4-May-10
1502901	HUNTER QUARRIES PTY LTD	CORNER OF ANDERSITE ROAD AND THE BRANCH LANE, KARUAH, NSW 2324	s.58 Licence Variation	Issued	29-Dec-11
1528535	HUNTER QUARRIES PTY LTD	CORNER OF ANDERSITE ROAD AND THE BRANCH LANE, KARUAH, NSW 2324	s.58 Licence Variation	Issued	26-Aug-16
1590598	HUNTER QUARRIES PTY LTD	CORNER OF ANDERSITE ROAD AND THE BRANCH LANE, KARUAH, NSW 2324	s.58 Licence Variation	Issued	20-Jul-20
10230	HUNTER WATER CORPORATION	CLARENCE TOWN ROAD, KARUAH, NSW 2324	POEO licence	Issued	23-Oct-00
1017335	HUNTER WATER CORPORATION	CLARENCE TOWN ROAD, KARUAH, NSW 2324	s.58 Licence Variation	Issued	12-Jul-02
1019959	HUNTER WATER CORPORATION	CLARENCE TOWN ROAD, KARUAH, NSW 2324	s.58 Licence Variation	Issued	10-Oct-02
1038453	HUNTER WATER CORPORATION	CLARENCE TOWN ROAD, KARUAH, NSW 2324	s.58 Licence Variation	Issued	27-Jan-05
1049165	HUNTER WATER CORPORATION	CLARENCE TOWN ROAD, KARUAH, NSW 2324	s.58 Licence Variation	Issued	27-Jul-05
1051132	HUNTER WATER CORPORATION	CLARENCE TOWN ROAD, KARUAH, NSW 2324	s.58 Licence Variation	Issued	6-Sep-05
1053909	HUNTER WATER CORPORATION	CLARENCE TOWN ROAD, KARUAH, NSW 2324	s.58 Licence Variation	Issued	24-Nov-05
1061999	HUNTER WATER CORPORATION	CLARENCE TOWN ROAD, KARUAH, NSW 2324	s.58 Licence Variation	Issued	25-Jul-06
1068651	HUNTER WATER CORPORATION	CLARENCE TOWN ROAD, KARUAH, NSW 2324	s.58 Licence Variation	Issued	25-May-07
1090210	HUNTER WATER CORPORATION	CLARENCE TOWN ROAD, KARUAH, NSW 2324	s.58 Licence Variation	Issued	26-Aug-08
1523227	HUNTER WATER CORPORATION	CLARENCE TOWN ROAD, KARUAH, NSW 2324	s.58 Licence Variation	Issued	1-Oct-15
1537014	HUNTER WATER CORPORATION	CLARENCE TOWN ROAD, KARUAH, NSW 2324	s.58 Licence Variation	Issued	21-Mar-16
1543869	HUNTER WATER CORPORATION	CLARENCE TOWN ROAD, KARUAH, NSW 2324	s.58 Licence Variation	Issued	26-Aug-16
1548555	HUNTER WATER CORPORATION	CLARENCE TOWN ROAD, KARUAH, NSW 2324	s.58 Licence Variation	Issued	6-Feb-17
1549184	HUNTER WATER CORPORATION	CLARENCE TOWN ROAD, KARUAH, NSW 2324	s.58 Licence Variation	Issued	9-Feb-17
20611	KARUAH EAST QUARRY PTY LIMITED	Pacific Highway, KARUAH, NSW 2324	POEO licence	Issued	26-Aug-15
1533596	KARUAH EAST QUARRY PTY LIMITED	Pacific Highway, KARUAH, NSW 2324	s.58 Licence Variation	Issued	21-Sep-15
1547416	KARUAH EAST QUARRY PTY LIMITED	Pacific Highway, KARUAH, NSW 2324	s.58 Licence Variation	Issued	6-Dec-16
1571215	KARUAH EAST QUARRY PTY LIMITED	Pacific Highway, KARUAH, NSW 2324	s.58 Licence Variation	Issued	16-Jan-19
1578081	KARUAH EAST QUARRY PTY LIMITED	Pacific Highway, KARUAH, NSW 2324	s.58 Licence Variation	Issued	25-Jun-19
3173528097	KARUAH EAST QUARRY PTY LIMITED	Pacific Highway, KARUAH, NSW 2324	Penalty Notice	Issued	15-Aug-19
12151	PROTEN KARUAH LIMITED	38 THE BRANCH LANE, KARUAH, NSW 2324	POEO licence	Surrendered	22-Dec-04
1055887	PROTEN KARUAH LIMITED	38 THE BRANCH LANE, KARUAH, NSW 2324	s.80 Surrender of a Licence	Issued	8-Feb-06
7239	ROADS & TRAFFIC AUTHORITY OF NEW SOUTH WALES	BETWEEN RAYMOND TERRACE AND, KARUAH, NSW 2324	POEO licence	Surrendered	6-Sep-00
1003553	ROADS & TRAFFIC AUTHORITY OF NEW SOUTH WALES	BETWEEN RAYMOND TERRACE AND, KARUAH, NSW 2324	s.80 Surrender of a Licence	Issued	2-Jan-01
11538	THIESS PTY LTD	PACIFIC HIGHWAY, KARUAH, NSW 2324	POEO licence	Surrendered	30-Apr-02
1025204	THIESS PTY LTD	PACIFIC HIGHWAY, KARUAH, NSW 2324	s.58 Licence Variation	Issued	21-Feb-03
1041514	THIESS PTY LTD	PACIFIC HIGHWAY, KARUAH, NSW 2324	s.80 Surrender of a Licence	Issued	15-Oct-04

[Home](#) [Public registers](#) [Contaminated land record of notices](#)

Search results

Your search for: Suburb: KARUAH

did not find any records in our database.

If a site does not appear on the record it may still be affected by contamination. For example:

- Contamination may be present but the site has not been regulated by the EPA under the Contaminated Land Management Act 1997 or the Environmentally Hazardous Chemicals Act 1985.
- The EPA may be regulating contamination at the site through a licence or notice under the Protection of the Environment Operations Act 1997 (POEO Act).
- Contamination at the site may be being managed under the [planning process](#).

More information about particular sites may be available from:

- The [POEO public register](#)
- The appropriate planning authority: for example, on a planning certificate issued by the local council under [section 149 of the Environmental Planning and Assessment Act](#).

See [What's in the record and What's not in the record](#).

If you want to know whether a specific site has been the subject of notices issued by the EPA under the CLM Act, we suggest that you search by Local Government Area only and carefully review the sites that are listed.

This public record provides information about sites regulated by the EPA under the Contaminated Land Management Act 1997, including sites currently and previously regulated under the Environmentally Hazardous Chemicals Act 1985. Your inquiry using the above search criteria has not matched any record of current or former regulation. You should consider searching again using different criteria. The fact that a site does not appear on the record does not necessarily mean that it is not affected by contamination. The site may have been notified to the EPA but not yet assessed, or contamination may be present but the site is not yet being regulated by the EPA. Further information about particular sites may be available from the appropriate planning authority, for example, on a planning certificate issued by the local council under section 149 of the Environmental Planning and Assessment Act. In addition the EPA may be regulating contamination at the site through a licence under the Protection of the Environment Operations Act 1997. You may wish to search the POEO public register: [POEO public register](#)

[Search Again](#)

[Refine Search](#)

Search TIP

To search for a specific site, search by LGA (local government area) and carefully review all sites listed.

... [more search tips](#)

24 November 2021

For business and industry ^

For local government ^

Contact us

131 555 (tel:131555)

Online (<https://yoursay.epa.nsw.gov.au/epa-website-feedback>)

info@epa.nsw.gov.au (<mailto:info@epa.nsw.gov.au>)

EPA Office Locations (<https://www.epa.nsw.gov.au/about-us/contact-us/locations>)

Accessibility (<https://www.epa.nsw.gov.au/about-us/contact-us/website-service-standards/help-index>)

Disclaimer (<https://www.epa.nsw.gov.au/about-us/contact-us/website-service-standards/disclaimer>)

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(<https://au.l>
environmer
protection-
authority-
epa)
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Find us on

Appendix C

Historical Titles Search



ABN: 36 092 724 251
Ph: 02 9099 7400
(Ph: 0412 199 304)

Level 14, 135 King Street, Sydney
Sydney 2000
GPO Box 4103 Sydney NSW 2001
DX 967 Sydney

Report

Address: - 254 Tarean Road, Karuah

Description: - Lot 1 D.P. 507141

<u>Date of Acquisition and term held</u>	<u>Registered Proprietor(s) & Occupations where available</u>	<u>Reference to Title at Acquisition and sale</u>
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
03.098.2021 (2021 to date)	# Coastal Developments (NSW) Pty Ltd	1/507141

Denotes current registered proprietor

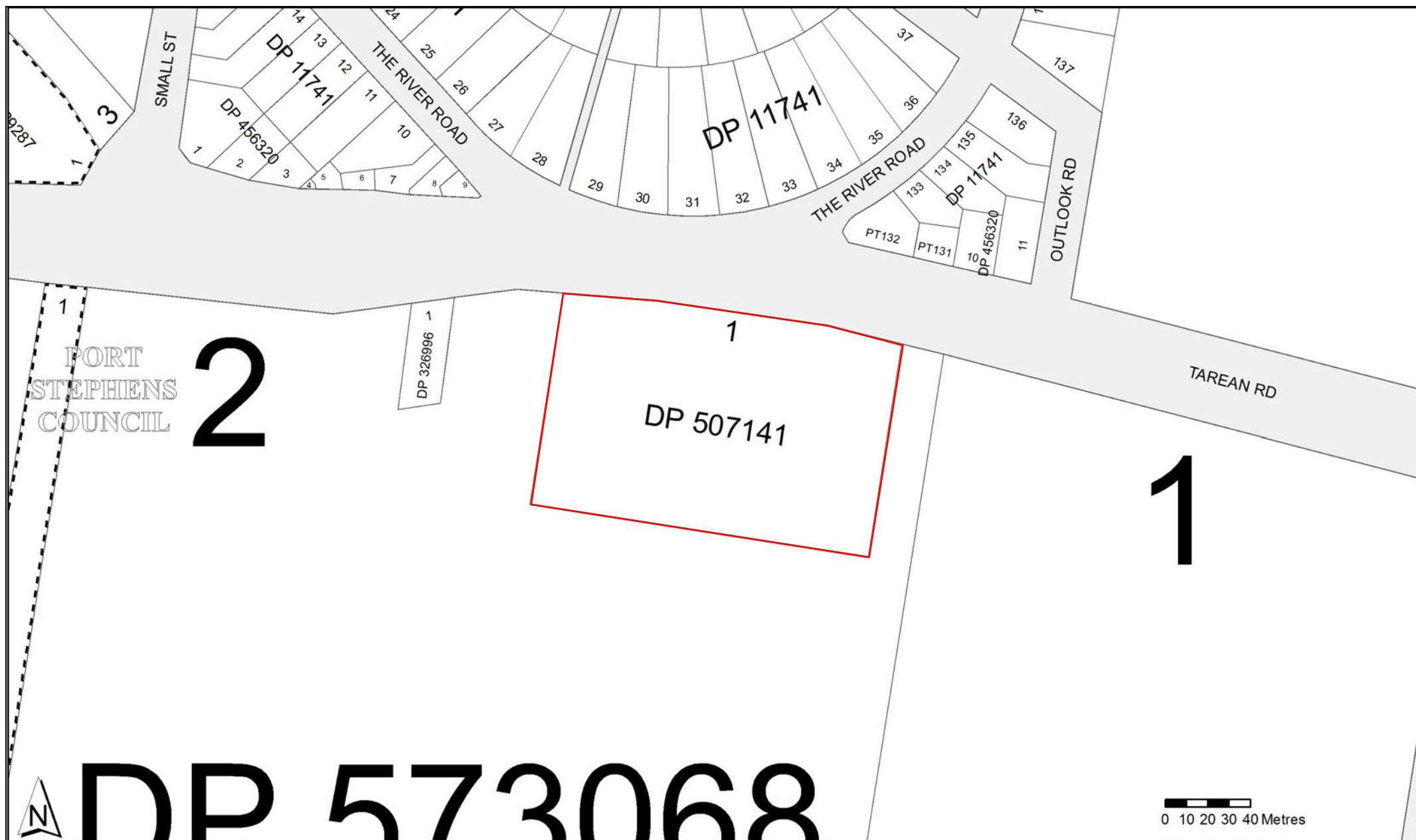
Easements: - NIL

Leases: -

[REDACTED]

[REDACTED]

Email: [REDACTED]



Form 1

OFFICE USE ONLY

PLAN OF Subdivision of Part of Portion 86.

DP507141 (E)

Registered: [REDACTED]
C.A.: 529 of 26/10/63
Title System: Torrens
Purpose: Subdivision
Ref. Map: Ph
Last Plan: Ph

Mon./Shire/City: Port Stephens.
Town or Locality: Karuah
Parish: Tarean
County: Gloucester

Scale: 500' to an inch.

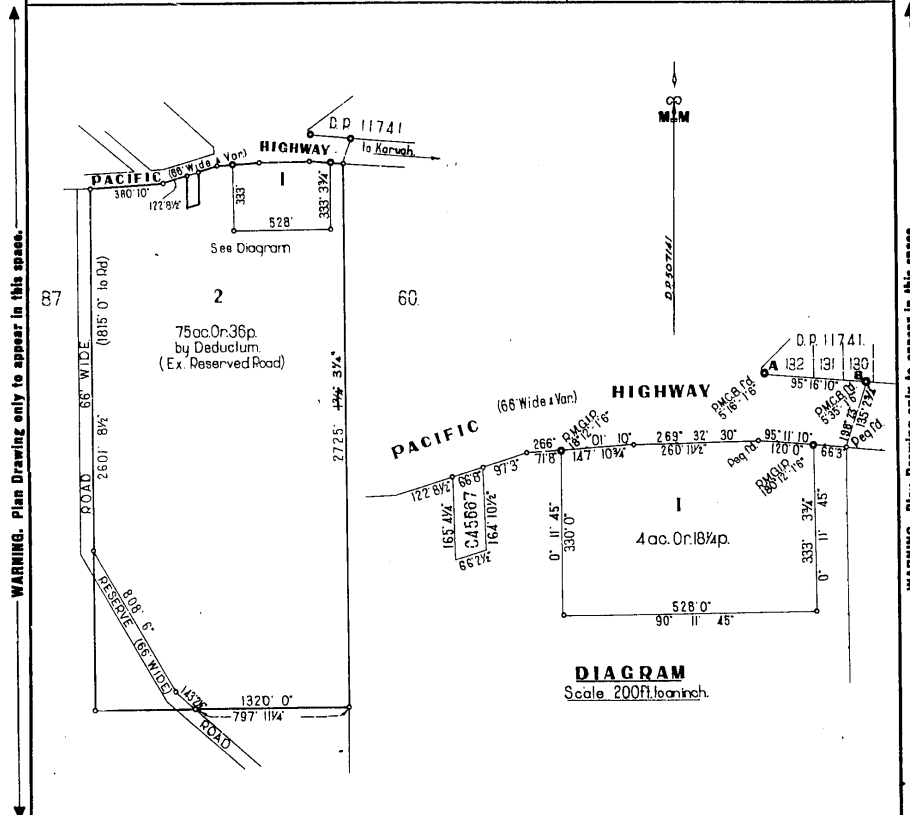


DIAGRAM
Scale 200ft. to an inch.

Signatures, Seals and Statements of Dedications and Easements.

I, Robert Leonard Potts
of JUMMONEATH & POWYS, NEWCASTLE
a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan in respect to lot 1,
is accurate and has been made in accordance with the Survey Practice Regulations, 1933 and was completed on 17/10/1963.
Signature: [Signature]
Surveyor registered under Surveyors Act, 1929, as amended.
Date of Assent: 18/10/1963

Approved by Council. 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/or new roads set out herein.

Subdivision No: 529 Date: 26/10/1963
Council Clerk: [Signature]

SURVEYORS REFERENCE 62/725.

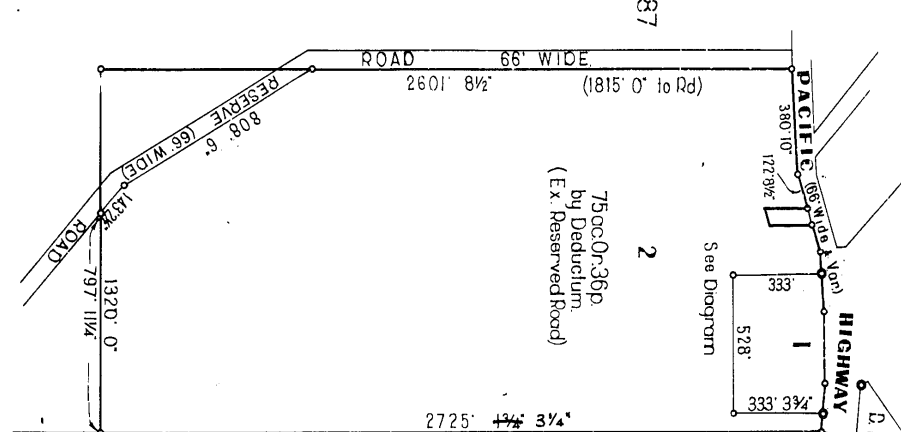
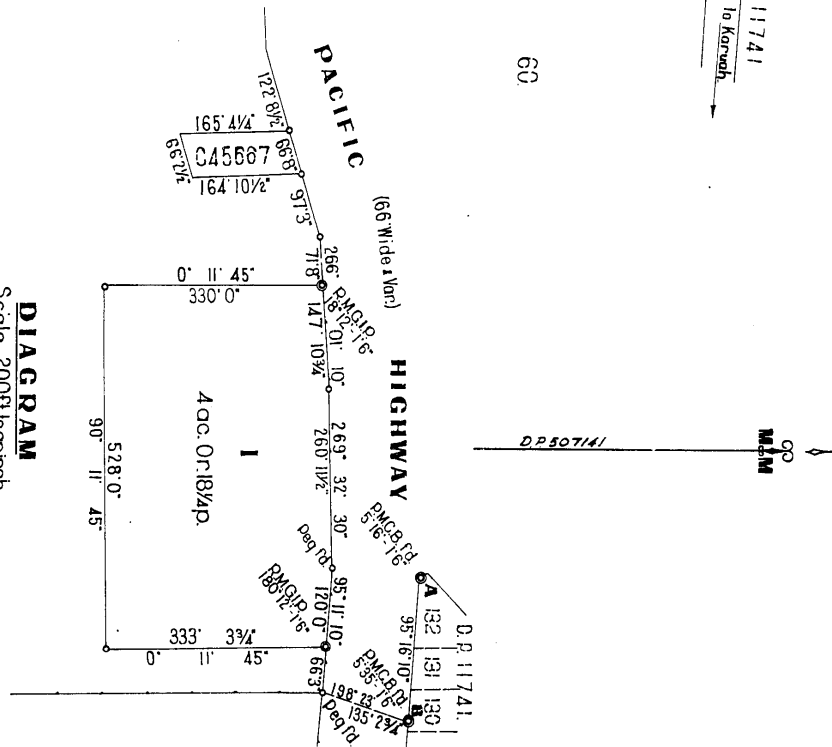


DIAGRAM
Scale 200ft. to an inch.



CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT			
DP 507141			
FEET INCHES		METRES	
1	5/8	0.044	
1	6	0.057	
66	2 1/2	20.117	
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66	100	20.117	

G. 4

NEW SOUTH WALES

Crown Grant Volume 3816 Folio 79

Prior Title Volume ~~4468~~ Folio 204

CERTIFICATE OF TITLE

PROPERTY ACT, 1900, as amended.



EH

Vol. 9621 Fol. 214

1st Edition issued 3-2-1964

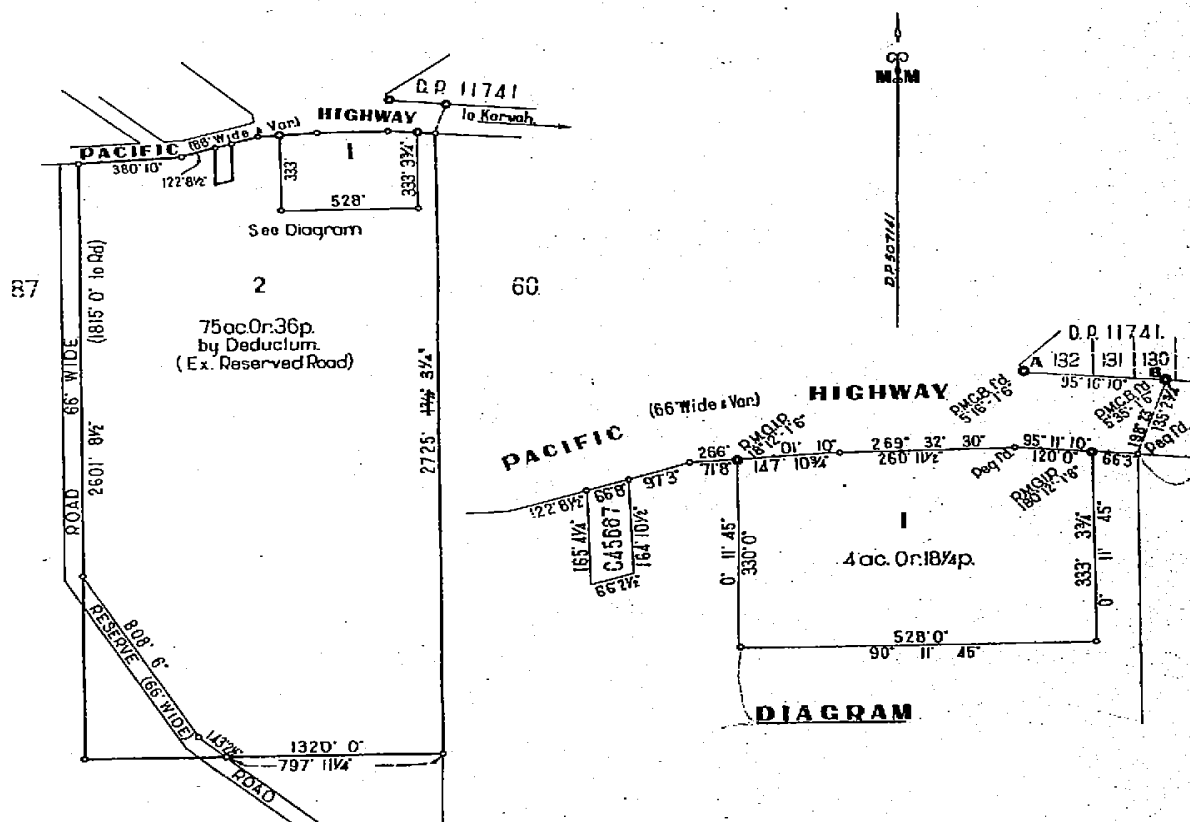
CANCELLED



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 First Schedule.

Witness

214
9621
(Page 1) Vol.



ESTATE AND LAND REFERRED TO

Estate in Fee Simple in Lot 1 in Deposited Plan 507141 at Karuah in the Shire of Port Stephens Parish of Tarean and County of Gloucester. Excepting thereout the minerals reserved by the Crown Grant.

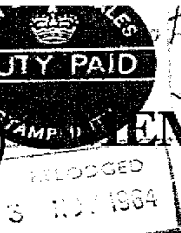
FIRST SCHEDULE (continued overleaf)

~~RAYMOND WEST, of Fullerton Cove, Labourer.~~

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.



J 793752
 New South Wales

R.P. 1.

FEES—

Lodgments

Endorsements

TOTAL £ 2.10

MEMORANDUM OF LEASE

REAL PROPERTY ACT, 1900

(IN DUPLICATE)

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 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.

f State both in words and figures.

Here insert times of payment.

I, NEPTUNE OIL COMPANY PROPRIETARY LIMITED of 2 Carrington Street, Sydney (hereinafter called or included in the expression Lessor) of leasehold by virtue of Lease No. 8 being registered as the proprietor of an estate in fee simple 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



(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.	
Gloucester	Tarean	Part	4468	204	Being Lot 1 in Deposited Plan No. 507141
		Whole	9621	214	

To be held by the said Lessee

as tenant for the term of Twenty seven day years computed from the

and ending on the twentieth day of July 1984

at the yearly rent of TWO HUNDRED AND SIXTY POUNDS (£260.0.0)

pounds (£) payable as follows: By equal monthly payments in advance of TWENTY ONE POUNDS THIRTEEN SHILLINGS & FOURPENCE (£21.13.4) on the First day of each and every month the first whereof shall be payable on the First day of August One thousand nine hundred and sixtyfour.

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

1. To the covenants and powers implied^b in every Memorandum of Lease by virtue of the Conveyancing Act, 1919, secs. 84 and 85, or such of them, or so far, as not hereby expressly negated or modified.

1. The covenants and powers implied in Leases by Sections 84 and 85 of the Conveyancing Act, 1919-1954, are hereby expressly negated.

b 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, Sec. 129, after default in payment of rent or fulfilment of covenants.

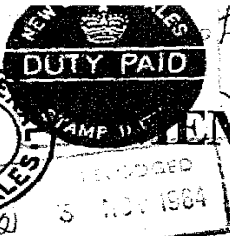
This form when filled in should be ruled up so that no alterations are possible. No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed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

[Rule up all blanks before signing]
 [Do not write or type in margins]

[Price 6d.]

Sc 1745 K 305

786397



J 793752
 New South Wales

R.P. 1.

FEES—

Lodgments .. 2 : 10 : 0
 Endorsements ..
 Total £ 2.10

MEMORANDUM OF LEASE

REAL PROPERTY ACT, 1900
 (IN DUPLICATE)

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 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.

f State both in words and figures.

g Here insert times of payment.

I, NEPTUNE OIL COMPANY PROPRIETARY LIMITED of 2 Carrington Street, Sydney (hereinafter called or included in the expression Lessor) of leasehold by virtue of lease No. 8 being registered as the proprietor of an estate in fee simple 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



(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.	
Gloucester	Tarean	Part	4468	204	Being Lot 1 in Deposited Plan No. 567141
		Whole	9621	214	

To be held by the said Lessee as tenant for the term of Twenty seven day years computed from the Twenty day of July 1964 and ending on the Twenty day of July 1984 at the yearly rent of TWO HUNDRED AND SIXTY POUNDS (£260.0.0) pounds (£ 260.0.0) payable as follows: By equal monthly payments in advance of Twenty one POUNDS THIRTEEN SHILLINGS & FOURPENCE (£21.13.4) on the First day of each and every month the first whereof shall be payable on the First day of August One thousand nine hundred and sixtyfour.

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

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, Sec. 129, after default in payment of rent or fulfilment of covenants.

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

1. The covenants and powers implied in Leases by Sections 84 and 85 of the Conveyancing Act, 1919-1954, are hereby expressly negated.

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.

[Rule up all blanks before signing]
 [Do not write or type in margins]

[Price 6d.]

SL745 K305

7860E

CT 11/11/84 J 786397

2. To the full effect of the covenants next hereinafter shortly noted as the same are set forth in words at length in the second column of Part 2 of the Fourth Schedule to the Conveyancing Act, 1919ⁱ.

ⁱ 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, and the Fourth Schedule thereto.

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

* 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.

2. To the following covenants and the Lessee covenants with the Lessor:

- (a) TO pay the rent on the days and in the manner aforesaid without any deduction whatsoever.
- (b) TO pay all charges connected with the operation of the demised premises including all licence permit and inspection fees and all excess water gas telephone electric light and power charges assessed or charged on or in respect of the said demised premises or the Lessee's use or occupancy thereof or the business conducted therein.
- (c) SO long as the Lessee shall occupy the demised premises to well and sufficiently repair maintain amend and keep the demised premises with the appurtenances and all fixtures and things thereto belonging or which at any time during the term shall be erected and made on or at the demised premises in good and substantial repair when where and so often as need shall be (reasonable wear and tear and damage by fire lightning flood and tempest only excepted) and in a thoroughly clean tidy wholesome and sanitary state and free from accumulations of rubbish.
- (d) NOT to damage the walls fittings or other parts of the demised premises nor make any alterations or additions thereto without the Lessor's written consent nor make any attachment to the said walls or floors without first obtaining the Lessor's approval of the proposed mode of attachment and in particular not to install or use any pump for petroleum products or underground tank on or in the said premises or on or in any property adjacent thereto without first obtaining the written consent of the Lessor.
- (e) NOT to use the demised premises for or to do or permit on the demised premises any act which may whether done negligently or without negligence injure or damage the same and if the Lessee or any employee agent or customer of the Lessee commit a breach of this or the preceding covenant the Lessee shall indemnify the Lessor against all losses costs and expenses paid or incurred thereby or rendered necessary for restoring the demised premises to the condition in which they were in immediately prior to such use injury or damage.
- (f) TO permit the Lessor and its agents architects and others to enter and view the premises and their state of repair and condition at all reasonable times.
- (g) TO permit the Lessor and its agents together where necessary with workmen and appliances at all reasonable times to enter upon the premises to take inventories of the fixtures therein and to execute and make alterations and/or additions and/or repairs and to erect fix suspend or paint such advertising signs as it thinks desirable on such premises; And it is hereby agreed and declared that should the Lessor desire or find it necessary to make any structural or other alterations or additions or carry out any painting operations on or to the demised premises or any part thereof the Lessee shall permit the Lessor and its agents together where necessary with workmen and appliances at all reasonable times to go pass and re-pass over and across the demised premises and use the same so far as may be necessary for the purpose of making and completing such structural or other alterations or additions or carrying out painting operations the Lessor undertaking to cause the Lessee as little inconvenience as possible but not to be liable to compensate the Lessee for any loss or damage that the Lessee may suffer either directly or indirectly through or in consequence of the effecting of such structural or other alterations or additions or the carrying out of such painting operations.
- (h) AT the cost in all things of the Lessee to comply in all respects with the provisions of all Acts of Parliament regulations rules and by-laws for the time being in force and all orders or directions which may be made or given by any Municipal Public Health or Fire Brigade Authority or Factories Department or any other authority in respect of or affecting the demised premises or the business or occupation carried on or the storage or use of explosive or inflammable liquids or substances therein by the Lessee or in respect of employees engaged on any such business or occupation.
- (i) TO repair and put the demised premises in good tenantable and substantial repair order and condition within seven days after written notice from the Lessor and otherwise remedy all wants of repair and condition and other matters contrary to the Lessee's covenants and if the Lessee shall not comply with such notice the Lessor may execute the works mentioned in such notice the costs whereof shall be a debt owing by the Lessee to the Lessor and be recoverable on demand.
- (j) NOT to use the demised premises for any business or purpose other than as a garage and/or service station for which business or purpose the premises are hereby demised except with the previous written consent of the Lessor.
- (k) NOT to change the business name under which the said business is now or hereafter to be conducted without the Lessor's written consent.
- (l) DULY to observe and perform the covenants and agreements entered into by the Lessee in a certain Agreement for the Sale and Purchase of Petroleum Products dated the *Twenty seventh* day of *July* One thousand nine hundred and sixty four and made between the same parties as are parties hereto. And in every way possible to promote extend and develop the sale of the products mentioned in such Agreement for the Sale and Purchase of Petroleum Products.
- (m) THAT the Lessee will at all times during the term hereby granted and during such further time as the Lessee shall continue in occupancy of the demised premises beyond the expiration of such term purchase exclusively from the Lessor all petroleum and its products which shall be sold or consumed at or upon the demised premises and that the Lessee shall purchase at least *18,000* gallons of motor spirit and *360* gallons of automotive lubricants in each and every month during the said term and such occupancy as aforesaid

2. To the following covenants and the Lessee covenants with the Lessor:

- (a) TO pay the rent on the days and in the manner aforesaid without any deduction whatsoever.
- (b) TO pay all charges connected with the operation of the demised premises including all licence permit and inspection fees and all excess water gas telephone electric light and power charges assessed or charged on or in respect of the said demised premises or the Lessee's use or occupancy thereof or the business conducted therein.
- (c) SO long as the Lessee shall occupy the demised premises to well and sufficiently repair maintain amend and keep the demised premises with the appurtenances and all fixtures and things thereto belonging or which at any time during the term shall be erected and made on or at the demised premises in good and substantial repair when where and so often as need shall be (reasonable wear and tear and damage by fire lightning flood and tempest only excepted) and in a thoroughly clean tidy wholesome and sanitary state and free from accumulations of rubbish.
- (d) NOT to damage the walls fittings or other parts of the demised premises nor make any alterations or additions thereto without the Lessor's written consent nor make any attachment to the said walls or floors without first obtaining the Lessor's approval of the proposed mode of attachment and in particular not to instal or use any pump for petroleum products or underground tank on or in the said premises or on or in any property adjacent thereto without first obtaining the written consent of the Lessor.
- (e) NOT to use the demised premises for or to do or permit on the demised premises any act which may whether done negligently or without negligence injure or damage the same and if the Lessee or any employee agent or customer of the Lessee commit a breach of this or the preceding covenant the Lessee shall indemnify the Lessor against all losses costs and expenses paid or incurred thereby or rendered necessary for restoring the demised premises to the condition in which they were in immediately prior to such use injury or damage.
- (f) TO permit the Lessor and its agents architects and others to enter and view the premises and their state of repair and condition at all reasonable times.
- (g) TO permit the Lessor and its agents together where necessary with workmen and appliances at all reasonable times to enter upon the premises to take inventories of the fixtures therein and to execute and make alterations and/or additions and/or repairs and to erect fix suspend or paint such advertising signs as it thinks desirable on such premises; And it is hereby agreed and declared that should the Lessor desire or find it necessary to make any structural or other alterations or additions or carry out any painting operations on or to the demised premises or any part thereof the Lessee shall permit the Lessor and its agents together where necessary with workmen and appliances at all reasonable times to go pass and re-pass over and across the demised premises and use the same so far as may be necessary for the purpose of making and completing such structural or other alterations or additions or carrying out painting operations the Lessor undertaking to cause the Lessee as little inconvenience as possible but not to be liable to compensate the Lessee for any loss or damage that the Lessee may suffer either directly or indirectly through or in consequence of the effecting of such structural or other alterations or additions or the carrying out of such painting operations.
- (h) AT the cost in all things of the Lessee to comply in all respects with the provisions of all Acts of Parliament regulations rules and by-laws for the time being in force and all orders or directions which may be made or given by any Municipal Public Health or Fire Brigade Authority or Factories Department or any other authority in respect of or affecting the demised premises or the business or occupation carried on or the storage or use of explosive or inflammable liquids or substances therein by the Lessee or in respect of employees engaged on any such business or occupation.
- (i) TO repair and put the demised premises in good tenantable and substantial repair order and condition within seven days after written notice from the Lessor and otherwise remedy all wants of repair and condition and other matters contrary to the Lessee's covenants and if the Lessee shall not comply with such notice the Lessor may execute the works mentioned in such notice the costs whereof shall be a debt owing by the Lessee to the Lessor and be recoverable on demand.
- (j) NOT to use the demised premises for any business or purpose other than as a garage and/or service station for which business or purpose the premises are hereby demised except with the previous written consent of the Lessor.
- (k) NOT to change the business name under which the said business is now or hereafter to be conducted without the Lessor's written consent.
- (l) DULY to observe and perform the covenants and agreements entered into by the Lessee in a certain Agreement for the Sale and Purchase of Petroleum Products dated the *Twenty seventh* day of *July* One thousand nine hundred and sixty four and made between the same parties as are parties hereto And in every way possible to promote extend and develop the sale of the products mentioned in such Agreement for the Sale and Purchase of Petroleum Products.
- (m) THAT the Lessee will at all times during the term hereby granted and during such further time as the Lessee shall continue in occupancy of the demised premises beyond the expiration of such term purchase exclusively from the Lessor all petroleum and its products which shall be sold or consumed at or upon the demised premises and that the Lessee shall purchase at least 18,000 gallons of motor spirit and 360 gallons of automotive lubricants in each and every month during the said term and such occupancy as aforesaid


- (n) THAT the Lessee will not stock store sell use or consume or permit the stocking storing sale use or consumption upon the demised premises of any motor spirit lubricants or other petroleum products other than such as shall have been supplied to the Lessee directly by the lessor. Provided always that if for any reason whatever the Lessor shall not be able to supply any petroleum or its products as required by the Lessee the Lessee shall be at liberty on written notice to the Lessor to obtain such supplies as are necessary for the conduct of the business of the Lessee but only during such time as the Lessor shall be unable to supply and the Lessee shall not represent any products so obtained by the Lessee from any other source as products of the Lessor and shall discontinue such purchases immediately the Lessor is prepared to supply such products of which the Lessor shall give the Lessee due notice.
- (o) THAT the Lessee will at all times during the said term and such further occupancy as aforesaid carry on and conduct in a proper manner in and upon the demised premises the business of a garage and service station proprietor and keep open and use the demised premises as a garage and service station at all times and during all such hours as shall be allowed by law.
- (p) THAT nothing herein contained shall impose any obligation upon the Lessor to sell or supply any goods to the Lessee until the Lessee shall have paid for any goods then already supplied to the Lessee by the Lessor and otherwise observed and performed the covenants terms and conditions of this Lease nor shall a refusal on the part of the Lessor so to supply goods be deemed a breach of this Lease or of any other agreement between the parties so as to release the Lessee from any of the covenants terms and conditions herein contained.
- (q) THAT the Lessee subject as hereinbefore provided shall not purchase any petroleum or its products from any other person or corporation during the said term or such further occupancy as aforesaid so long as the Lessor is able to supply the Lessee with sufficient products of the Lessor to satisfy the Lessee's weekly requirements of petroleum and its products provided that nothing herein contained shall prevent the Lessor from selling petroleum or its products to any other person or corporation to be used for any purposes whatsoever.
- (r) THAT the terms of this Lease in so far as they relate to the sale and purchase of petroleum products shall not prejudice affect or vary the terms and conditions of the Agreement for the Sale and Purchase of Petroleum Products.
- (s) NOT to be a party or privy to the doing of any act whereby the goodwill trade or business carried on in the said premises may be prejudicially affected.
- (t) NOT during the continuance of the term hereby granted without the written consent of the Lessor to sell or offer for sale from the demised premises any new or used motor vehicles nor accept an appointment from nor be engaged as selling agent for or concessionaire of any motor vehicle manufacturer or wholesale distributor or seller for the purpose of distribution or sale by retail of motor vehicles supplied by or through such manufacturer distributor or seller nor permit the demised premises to be used for or in connection with such purpose.
- (u) NOT without the Lessor's written consent during the term hereby granted directly or indirectly to undertake or carry on or be concerned engaged or interested either alone or in partnership with or as manager servant or agent of any other person firm or company or otherwise save as a shareholder (but not a director) of a limited company in the business of a motor garage or service station proprietor within a distance of ten (10) miles in a direct line from any part of the demised premises.
- (v) NOT to assign this lease or the demised premises or any part thereof or sub-let the same or any part thereof or part with possession thereof or any part thereof or give or grant any licence or right of occupancy or user in respect of the demised premises or any part thereof or by any act or deed procure permit suffer or attempt all or any of these things or mortgage or pledge this lease or any estate or interest therein.
- (w) AT the end or sooner termination of the term hereby granted and further tenancy if any peaceably and quietly to deliver up the demised premises to the Lessor in such state and condition as shall be in accordance with the Lessee's obligations herein contained and to remove and otherwise properly obliterate from the demised premises all fixtures erected by the Lessee and all business and other signs affixed to or painted thereon by the Lessee.
- (x) NOT to display in on or outside the demised premises any advertisement or sign which shall be objected to by the Lessor but will put up or affix to the demised premises only such advertisements and signs in relation to the Lessee's business and in such position as shall by writing be indicated or approved of by the Lessor and of such design and size as it shall approve of.
- (y) NOT to do anything prejudicial or contrary to any provision contained in any policy of insurance for the time being subsisting in respect of the Lessor's building or which may increase the rate of premium thereon.
- (z) NOT to do or permit any act or thing which may be or become a nuisance damage or annoyance to the Lessor or tenants or occupiers of other property in the neighbourhood.
- (aa) NOT to hold any auction sale on the demised premises.
- (ab) THAT for a period of three (3) years after the expiry or sooner determination of the Lease hereby created the Lessee will not directly or indirectly undertake or carry on or be concerned engaged or interested either alone or in partnership with or as manager servant or agent of any other person firm or company or otherwise save as a shareholder (but not a director) of a limited company in the business of a motor garage or service station proprietor within a distance of ten (10) miles in a direct line from any part of the demised premises.
- (ac) THAT the Lessee shall pay the proper and reasonable costs and expenses incurred by the Lessor in connection with the preparation stamping and registration of this Lease.

3. To the following covenants and the Lessor covenants with the Lessee:-

- (a) THAT the Lessor will sell and deliver at the Lessee's garage and service station situate upon the demised premises at the Lessor's usual list prices from time to time to resellers "SHELL" motor spirit "SHELL" lubricants and other petroleum products of the Lessor as the Lessee shall from time to time require for the purpose of the Lessee's business Provided always that should the Lessor be prevented from selling or delivering any of its products as hereinbefore mentioned by reason of lockouts strikes riots fire Government Act or Regulation or any other unexpected or exceptional cause and without limiting the generality of the foregoing for any reason whatsoever beyond the control of the Lessor this covenant on the part of the Lessor shall thereafter cease to have effect.
- (b) THAT the Lessor will grant to the Lessee the non-exclusive right of selling the products of the Lessor under the trade mark or trade marks in connection with which such products are registered and will also make available to the Lessee such technical assistance as the Lessor for the time being extends to buyers of its products.
- (c) THAT if during the term hereby granted the demised premises shall be destroyed or damaged by fire lightning flood tempest or other inevitable accident so as to be unfit for use as a garage and service station (other than by the wilful or negligent act of the Lessee or employees or other persons under the control of the Lessee) the rent hereby reserved or a fair and just proportion thereof according to the damage sustained shall be suspended and cease to be payable so long as the demised premises are unfit for use by reason of such destruction or damage PROVIDED ALWAYS and it is hereby expressly agreed that in the event of the demised premises or any substantial portion of the demised premises being destroyed or damaged as aforesaid and in the opinion of the Lessor rendered unfit for use either party hereto shall have the right to determine this Lease by notice in writing at the expiration of not less than one month from the giving of such notice.

4. To the following further conditions and it is hereby agreed and declared:-

- (a) THAT in the event of the Lessor at any time or times during the continuance of this Lease or any extension thereof with the written approval of the Lessee expending monies on any new buildings or improvements on the demised premises or on additions or alterations to the demised premises the Lessee shall subject to the consent of any Authority or person whose consent may be required under any Act of Parliament or Regulation thereunder for the time being in force relating to the control or fixing of rents pay to the Lessor such additional rental as is determined by such Authority or person where such consent is so required or otherwise by the Lessor but in any case not exceeding a figure equivalent to Eight pounds per centum per annum of the capital sum expended from time to time by the Lessor on such new buildings improvements additions or alterations such additional rental shall be payable on the same days and in the same manner as the principal rent and shall be computed from the day on which the Lessor's Architect or Engineer shall certify that such new buildings improvements, additions or alterations are completed or if the consent hereinbefore referred to is required from the day fixed or determined by the Authority or person mentioned in this sub-clause.
- (b) THAT in case the rent hereby reserved or any part thereof shall be in arrear and unpaid for the space of one month next after any of the days appointed for payment thereof whether the same shall have been legally demanded or not or if the said Lessee shall neglect or fail to perform and observe any of the covenants or agreements contained or implied in this Lease which on the part of the Lessee are to be performed and observed or if the Agreement for the Sale and Purchase of Petroleum Products shall cease or determine for any reason whatsoever except by annulment under the terms of such Agreement or if the Lessee commits any act of bankruptcy or being a Company goes into voluntary liquidation (except for the purpose of reconstruction) or compulsory liquidation or if any execution is issued against the Lessee or the estate of the Lessee the Lessor may re-enter upon the demised premises and re-possess the same as of its former estate and expel the Lessee and those claiming under the Lessee and remove the effects of the Lessee without being taken or deemed guilty of any manner of trespass and thereupon the term hereby granted shall if the Lessor so elect absolutely determine but without prejudice to any claim which the Lessor may have against the Lessee in respect of any breach of the covenants and agreements on the part of the Lessee to be observed and performed AND it shall be lawful for the Lessor to execute a Surrender hereof and the Lessee hereby irrevocably appoints the Managing Director for the time being of the Lessor in Australia Attorney for the Lessee for the purpose of executing such Surrender.
- (c) THAT except as hereinbefore expressly provided nothing in this Lease shall be construed as giving the Lessee the right to use the Lessor's trade marks trade names advertising signs or devices or colour schemes.
- (d) THAT this Lease and the rights of the Lessee hereunder are subject to all the terms and conditions of the Lease (if any) under which the Lessor is entitled to the demised premises and the Lessee will not do or suffer to be done upon the demised premises any act matter or thing which if done or suffered to be done by the Lessor would constitute a violation of any of the said terms and conditions and if for any reason whatsoever the Lessor's tenure of the demised premises is determined or surrendered this Lease and the term hereby created shall automatically determine simultaneously therewith without notice or further act of the Lessor or the Lessee and without any liability on the part of the

- (e) THAT wherever the expression "the Lessor" herein occurs it shall include the Lessor and its successors in business and wherever the expression "the Lessee" herein occurs it shall extend to and bind the Lessee herein named and his lawful successors in title and where the context so requires or admits the singular includes the plural AND wherever the expression "the demised premises" occurs it shall mean all that piece of land hereinbefore referred to together with the buildings and other erections standing thereon and used as or in connection with a garage and service station but excluding therefrom all pumps for petroleum products underground tanks and fittings in on or under the demised premises installed or to be installed or used in connection with the said garage and/or service station and any replacements of the same and any parts thereof and together with such goods plant and equipment (if any) as are herein particularly referred to AND wherever the expression "Agreement for the Sale and Purchase of Petroleum Products" occurs it shall mean the Agreement for the Sale and Purchase of Petroleum Products referred to in Clause 2 (1) hereof and any extension variation or renewal of or agreement in substitution for such Agreement for the Sale and Purchase of Petroleum Products.
- (f) THAT any notice demand consent requirement or other communication to be given or served hereunder shall be deemed to have been duly given or served if handed to the Lessee personally or left at or sent in a prepaid letter addressed to the Lessee at the usual or last-known address or place of business of the Lessee. A notice sent by post shall be deemed to have been received at the time when, in due course of post it would be delivered at the address to which it is sent.
- (g) THAT no waiver by the Lessor of any breach or non-observance by the Lessee of any of the covenants conditions or agreements herein contained on his part to be observed or performed shall be or be construed to be a general waiver and such waiver shall relate only to the particular breach or non-observance in respect of which it was made.
- (h) THAT if the Lessee with the consent of the Lessor shall continue in occupancy of the demised premises beyond the expiration of the term hereby granted or any extension of such term then such continued occupancy shall be deemed to be a monthly tenancy at the monthly rent equal to the monthly instalments of the yearly rent hereby reserved and terminable by one month's written notice by either the Lessor or the Lessee given to the other.
- 

j A very short note of the particulars will suffice.

MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO

Reservation of Minerals.

Dated at Dungog this 21st day of September, 1964.

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, and section 52A of the Evidence Act, 1898. 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.

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.

THE COMMON SEAL OF NEPTUNE OIL COMPANY
Signed in my presence, by the said PROPRIETARY
LIMITED was herunto affixed by the
authority of the Directors and in the
presence of :-
who is personally known to me

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.

FORM A

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

Appeared before me ° , the day of

one thousand nine hundred and

p

the attesting witness to this instrument, and declared that he personally knew a

the person signing the same, and whose
signature thereto he has attested; and that the name purporting to be such signature of the said a

is his own handwriting, and that he

was of sound mind, and freely and voluntarily signed the same.

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.

† 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.

LEAVE THIS SPACE FOR FURTHER ENDORSEMENTS

FORM OF SURRENDER

Surrender Lodged By _____

Phone No. _____

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.

_____ presence, by the said _____
_____ } _____
_____ ally known to me _____ } Lessor
_____ }

_____ *mutatis* the rules of authentication which apply to a Lease or Transfer apply to a Surrender (see note k).

_____ A separate form of Transfer of Lease can be obtained at the Land Titles Office, Sydney.



SEARCH DATE

5/11/2021 12:05PM

FOLIO: 1/507141

First Title(s): VOL 3816 FOL 79

Prior Title(s): VOL 9621 FOL 214

Recorded	Number	Type of Instrument	C.T. Issue
-----	-----	-----	-----
15/2/1988	X299395	VARIATION OF MORTGAGE	FOLIO CREATED EDITION 1
27/4/1988		AMENDMENT: VOL FOL INDEX	
25/1/1989	Y124258	MORTGAGE	EDITION 2
17/4/1990	Y949337	DISCHARGE OF MORTGAGE	
17/4/1990	Y949338	DISCHARGE OF MORTGAGE	
17/4/1990	Y949339	MORTGAGE	EDITION 3
14/3/1995	O83780	DISCHARGE OF MORTGAGE	
14/3/1995	O83781	TRANSFER OF LEASE	
14/3/1995	O83782	TRANSFER OF LEASE	
14/3/1995	O83783	SURRENDER OF LEASE	
14/3/1995	O83784	MORTGAGE	EDITION 4
26/7/1999	6026348	DEPARTMENTAL DEALING	
21/7/2003	9805878	DISCHARGE OF MORTGAGE	
21/7/2003	9805879	MORTGAGE	EDITION 5
24/10/2003	AA72643	TRANSFER OF MORTGAGE	EDITION 6
25/2/2008	AD777654	VARIATION OF MORTGAGE	EDITION 7
11/8/2010	AF685043	DISCHARGE OF MORTGAGE	EDITION 8
2/9/2011	AG471797	LEASE	EDITION 9
10/2/2015	AJ242397	CAVEAT	
22/2/2016	AK237187	WITHDRAWAL OF CAVEAT	
23/8/2021	AR314814	APPLICATION FOR REPLACEMENT CERTIFICATE OF TITLE	EDITION 10
3/9/2021	AR396171	TRANSFER	
3/9/2021	AR396172	MORTGAGE	EDITION 11 CORD ISSUED

END OF PAGE 1 - CONTINUED OVER

SEARCH DATE

5/11/2021 12:05PM

FOLIO: 1/507141

PAGE 2

Recorded	Number	Type of Instrument	C.T. Issue
-----	-----	-----	-----

*** END OF SEARCH ***

254 Tarean Rd Karuah

PRINTED ON 5/11/2021

InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



FOLIO: 1/507141

SEARCH DATE	TIME	EDITION NO	DATE
5/11/2021	12:05 PM	11	3/9/2021

LAND

LOT 1 IN DEPOSITED PLAN 507141
AT KARUAH
LOCAL GOVERNMENT AREA PORT STEPHENS
PARISH OF TAREAN COUNTY OF GLOUCESTER
TITLE DIAGRAM DP507141

FIRST SCHEDULE

COASTAL DEVELOPMENTS (NSW) PTY LTD (T AR396171)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 J555869 COVENANT
- 3 AR396172 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

JM Environments



COOKS HILL NSW 2300
ABN 67 166 341 288



Appendix D

SafeWork NSW Dangerous Goods Records

TO [REDACTED] State Co-Ordinator

THROUGH Dangerous Chemicals & Hazard Activities

FROM [REDACTED] Dangerous Goods Licensing

CC

SUBJECT Exemption Request from [REDACTED]

DATE 15 April 2005

Reference is made to the attached correspondence seeking an exemption to allow temporary abandonment of underground tanks at premises.

Please advise accordingly.





[REDACTED]

Gosford NSW 2250

12th April, 2005

We refer to the 5 underground tanks at our premises of Lot 1 , 143 Pacific Highway, Karuah. As the owners of the property it is our intension to keep our options open, with the view possibly of re-establishing the site as a service station within the next couple of years.As such we propose to fill the tanks at this time with a water soluble oil solution.

Please confirm in writing that this is acceptable. Our contact details are as follows:-

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**RE: TEMPORARY ABANDONMENT OF UNDERGROUND TANK
AT Lot 1 143 Pacific Highway, Karuah.**

I refer to your letter dated 12 April 2005 requesting an exemption from the Dangerous Goods (General) Regulation 1999 to enable you to temporarily abandon an underground tank at the site above by removing residual fuel from the tank and completely filling all vapour space with water and a rust inhibitor, in order to retain the option for future use of this tank at your site.

Pursuant to Clause 26 (1) of the *Dangerous Goods (General) Regulation (1999)* I, [REDACTED], on behalf of the WorkCover Authority of NSW, hereby exempt [REDACTED] from strict compliance with the conditions set out in Section 9.8.13 *Disused tanks* of AS 1940-1993, *Storage and handling of flammable and combustible liquids*, which would otherwise require removing the tanks to an approved place or filling of the whole of the tank with an inert solid material such as sand, concrete or other approved material and the disconnection of all pipes from the tank.

The 5 underground tanks are located at the old Ampol Karuah site at 143 Pacific Highway, Karuah as shown on the [REDACTED] on the Licence to Keep Dangerous Goods renewal information material forwarded to you on the 4 March 2005.

This exemption is subject to the following conditions:

- You must renew the Dangerous goods licence in your company name and continue to hold a current Dangerous Goods license for the site.
- The requirements outlined in leaflet DG310 *Abandoning Underground Tanks for Flammables and Combustible Liquids*, dated October 1999 are met; and
- Liquid levels in the underground tanks are regularly monitored to ensure that there is no loss of water and rust inhibitor. Records of checks are to be kept and made available on request.

It is unlikely that this exemption will be renewed. Prior to the expiry of this exemption you must take steps to either bring the tanks into use or abandon them in full compliance with the then current edition of AS1940 *The storage and handling of flammable and combustible liquids*; and

This exemption shall not be applied in a manner that may jeopardise the safety of persons, other property or the environment. The exemption shall not be used as a precedent and is limited to the current occupier of the site. The exemption is valid until 9 May 2007, unless revoked in writing.

Yours sincerely

WorkCover. **Watching out for you.**

[REDACTED]

[REDACTED]

[REDACTED]

Dear Sir/Madam

PREMISES: 143 Pacific Hwy, KARUAH NSW 2324

In reference to the Dangerous Goods Licence for the underground tanks at the above premises.

In November, our office was advised by Mr Bob Harrison, licence holder, of his vacation from the above premises. Mr Harrison further advised that you were the owner of the premises, and that you could be reached via an address at Belmore. Correspondence was forwarded with no response received.

We have again been contacted by Mr Harrison, who has advised that the tanks have now been removed from the premises.

If dangerous goods are still being held at the above premises, the licence must be transferred to your name. If the tanks have been removed, written confirmation in the form of a Contractor's Certificate, as per the enclosed guidelines, is required for closure of the licence.

Please note that it is an offence under Part 3, Division 1 of the Dangerous Goods Act 1975 to keep dangerous goods on unlicensed premises. The penalty for doing so is up to \$55,000 plus \$1,100 for each day the offence continues. **You are advised that the licence is expired as of 10 December 2004.**

I have now transferred the licence into your name, and enclose renewal material for your attention. If you wish to close the licence, please provide the required documentation.

Your immediate attention to this matter is requested. If you have any queries in relation to this matter, please contact the undersigned on [REDACTED].

Yours sincerely

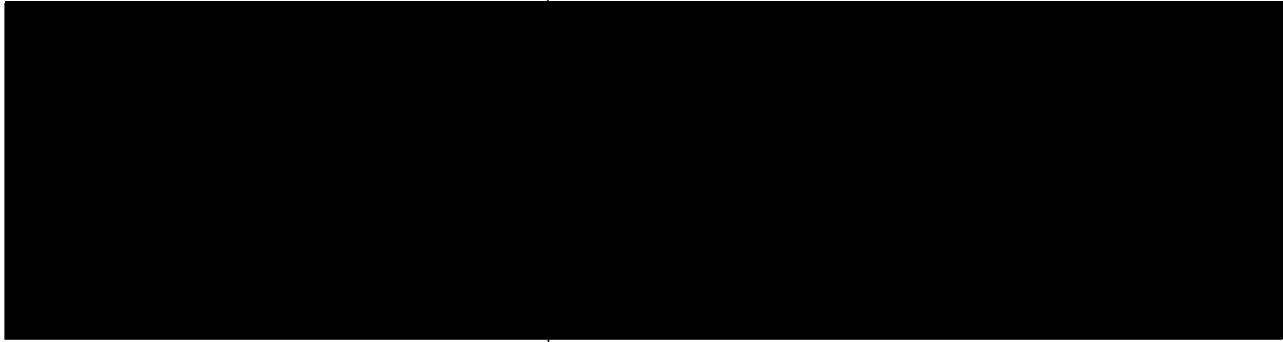
[REDACTED]

Dangerous Goods
for Co-ordinator, OHS Licensing
WorkCover. **Watching out for you.**
encs

4-MAR-2005 09:41 FROM:PORT STEPHENS COUNCI 0249831194

TO:0292875013

P:1





Attention:- Port Stephens Council



WorkCover maintains a database (Stored Chemical Information Database) on sites that are used for the storage of Dangerous Goods within NSW, in accordance with the Dangerous Goods Act 1975 and the Dangerous Goods Regulation 1999. NSW Fire Brigade accesses this database for the purposes of incident planning and response.

We have not received any response regarding the renewal of a licence from the owners, [REDACTED], of the site, **143 Pacific Hwy, KARUAH 2324.**

It would be appreciated if you could contact us and provide the name and mailing address of the new owner of the above-mentioned site.

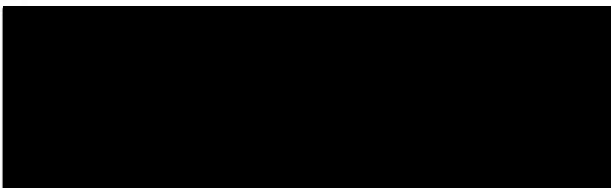
If the site is not in use or has been abandoned, please notify Workcover NSW.

I can be contacted by any of the following:-

Telephone Number:-
Facsimile:-
Email address:-



Thank you.



For the Team Leader
Dangerous Goods Licensing Unit
Workcover NSW

WorkCover. **Watching out for you.**

WorkCover NSW ABN 77 682 742 966 92-100 Donnison Street Gosford NSW 2250 Locked Bag 2906 Lisarow NSW 2252
Telephone 02 4321 5000 Facsimile 02 4325 4145 WorkCover Assistance Service **13 10 50**
DX 731 Website www.workcover.nsw.gov.au



MYOLA RESOURCES PTY LTD

A C N: 063548103

A B N: 50063548103

T/as Ampol Karuah
Caltex StarMart Toronto
Metro Petroleum Doyalson

PO BOX 3248
Tuggerah
NSW 2259



8th November 2004

WorkCover NSW
Dangerous Goods Licensing
Locked Bag 2906
Lisarow
NSW 2252

Dear Sir/Madam,

Re: License Number 35/010716 – 143 Pacific Highway, KARUAH 2324

We wish to advise that we no longer require the above license for the keeping of dangerous goods at the above premises.

The reason for this request is that as a result of the opening of the Karuah freeway by-pass the site has been closed and handed back to the owners effective from 1/11/2004.

The status of dangerous goods still on the premises is as follows:

UN 1203 Petrol Class 3 – 1350 litres

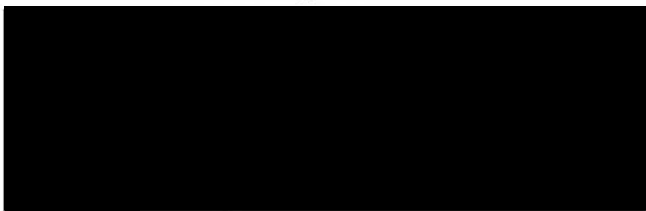
UN 00C1 Diesel Class C1 – 700 litres

UN 1075 Petroleum Gases, Liquefied Class 2.1 – Nil.

The contact details for the owners of the premises are:



Should you require any further information or clarification of the above please do not hesitate to contact the undersigned.



10/11 transfer material ^{sent to} provided as per above. Abandonment guidelines included.

atf → PN

Workcover New South Wales, 400 Kent Street, Sydney 2000. Tel: 9370 5000 Fax: 9370 5999 ALL MAIL TO G.P.O. BOX 5364 SYDNEY 2001

35/010716

SCIENTIFIC SERVICES BRANCH

Dangerous Goods Licensing

ph. (02) 9370 5187 fax (02) 9370 6105

e-mail: scid@workcover.nsw.gov.au



LICENCE FOR THE KEEPING OF DANGEROUS GOODS

ISSUED UNDER AND SUBJECT TO THE PROVISIONS OF THE DANGEROUS GOODS ACT, 1975 AND REGULATIONS THEREUNDER

Licence Number 35/010716

Expiry Date 11/12/2003

No. of Depots 8

Licensee Contact

Premises Licensed to Keep Dangerous Goods LOT 1
MYOLA RESOURCES PTY. LTD. AMPOL KARUAH
143 PACIFIC HWY KARUAH 2324

Nature of Site AUTOMOTIVE FUEL RETAILING

Major Supplier of Dangerous Goods AUSTRALIAN (CALTEX)

Emergency Contact for this Site

Site staffing 24HRS 7DAYS

Details of Depots

Depot No.	Depot Type	Goods Stored in Depot	Qty
1	UNDERGROUND TANK UN 1203 PETROL	Class 3	26675 L 15000 L
2	EXEMPT - U/G TANK UN 00C1 DIESEL	Class C1	22272 L 20000 L
3	EXEMPT - U/G TANK UN 00C1 DIESEL	Class C1	26675 L 20000 L
4	UNDERGROUND TANK UN 1203 PETROL	Class 3	17865 L 17000 L
5	UNDERGROUND TANK UN 1203 PETROL	Class 3	9800 L 5000 L
6	CYLINDER STORE UN 1075 PETROLEUM GASES, LIQUEFIED	Class 2.1	380 KG 190 KG
LPG1	ABOVE-GROUND TANK UN 1075 PETROLEUM GASES, LIQUEFIED	Class 2.1	7500 L 6300 L
LPG2	ABOVE-GROUND TANK UN 1075 PETROLEUM GASES, LIQUEFIED	Class 2.1	1000 L 850 L

PLEASE RETAIN AS PROOF OF LICENCE

Issued by Workcover Authority of New South Wales on 17 August 2002

Application for Licence to Keep Dangerous Goods



WORKCOVER
NEW SOUTH WALES

Application for

☐ new licence

☐ amendment

☒ transfer

☐ renewal of expired licence

Site Sketch Please carefully read the instructions on page 3 of the Guidance Notes before sketching the site.





WORKCOVER NEW SOUTH WALES

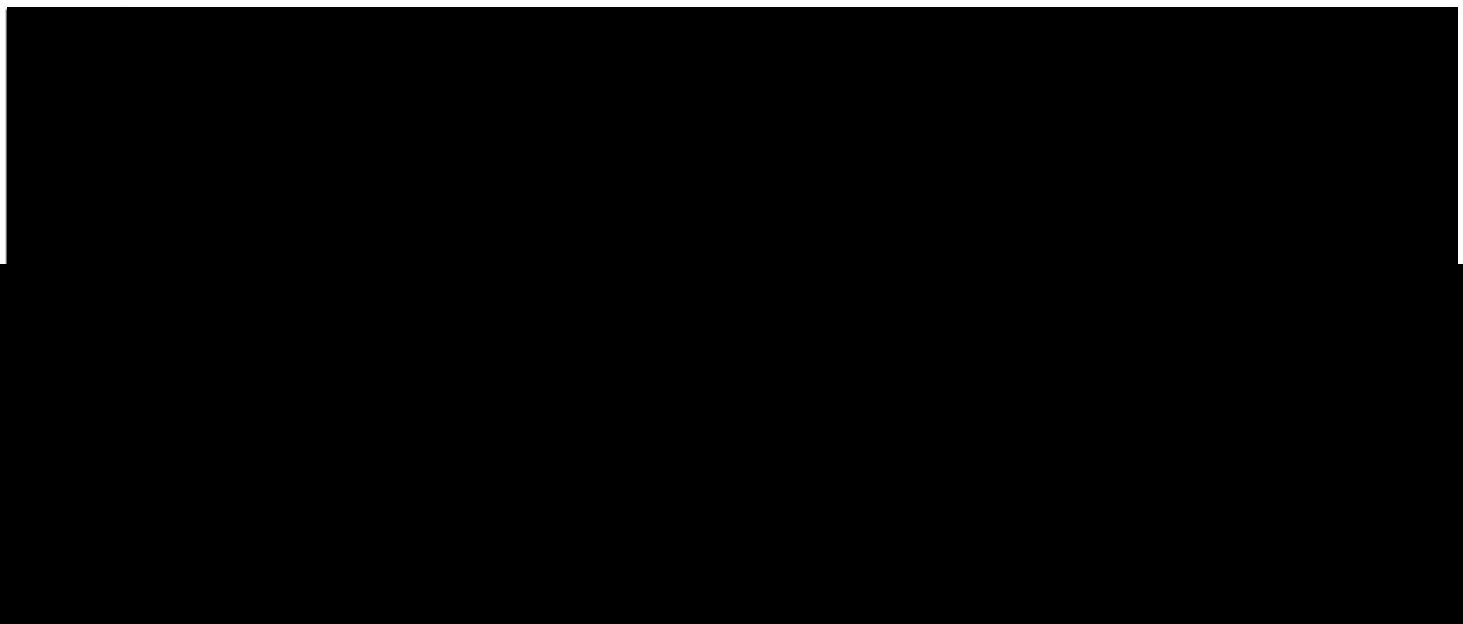
WorkCover New South Wales, 400 Kent Street, Sydney 2000. Tel: (02) 9370 5000 Fax: (02) 9370 9500 E-MAIL: workcover@workcover.nsw.gov.au PO BOX 364 SYDNEY 2001

DETAILS OF LICENCE FOR KEEPING DANGEROUS GOODS ON 27 December 2001

Licence Number 35/010716

Expiry Date 11/12/2001

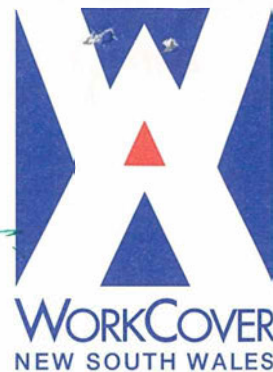
No of Depots. 8



Details of Depots

Depot No.	Depot Type	Goods Stored in Depot	Qty
1	UNDERGROUND TANK	Class 3	26675 L
	UN 1203 PETROL		15000 L
2	EXEMPT - U/G TANK	Class C1	22272 L
	UN 00C1 DIESEL		20000 L
3	EXEMPT - U/G TANK	Class C1	26675 L
	UN 00C1 DIESEL		20000 L
4	UNDERGROUND TANK	Class 3	17865 L
	UN 1203 PETROL		17000 L
5	UNDERGROUND TANK	Class 3	9800 L
	UN 1203 PETROL		5000 L
6	CYLINDER STORE	Class 2.1	380 KG
	UN 1075 PETROLEUM GASES, LIQUEFIED		190 KG
LPG1	ABOVE-GROUND TANK	Class 2.1	7500 L
	UN 1075 PETROLEUM GASES, LIQUEFIED		6300 L
LPG2	ABOVE-GROUND TANK	Class 2.1	1000 L
	UN 1075 PETROLEUM GASES, LIQUEFIED		850 L

Application for Licence to Keep Dangerous Goods



Application for

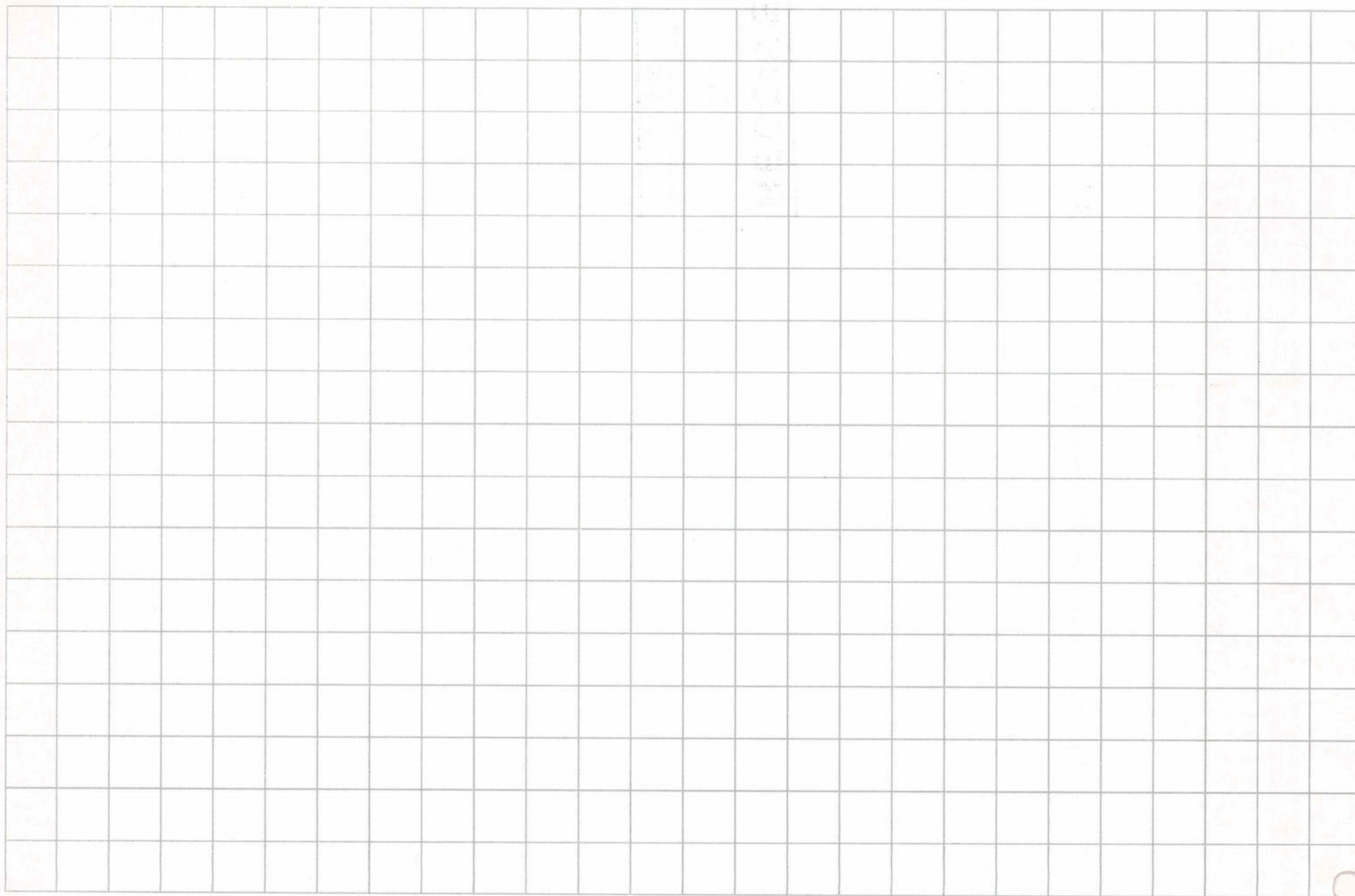
☐ new licence

☒ amendment

☐ transfer

☐ renewal of expired licence

Site Sketch Please carefully read the instructions on page 3 of the guide before sketching the site.



PART C Dangerous Goods Storage Complete one section per depot.

If you have more depots than the space provided, photocopy sufficient sheets first.

Depot Number	Type of depot	Depot Class	Maximum storage capacity
6	STEEL TANK		72,000 Ltrs

UN Number	Correct Shipping Name	PG Class (I, II, III)	Product or common name	Typical quantity	Unit, e.g. L, kg, m ³
			DIESEL	40,000	

Depot Number	Type of depot	Depot Class	Maximum storage capacity

UN Number	Correct Shipping Name	PG Class (I, II, III)	Product or common name	Typical quantity	Unit, e.g. L, kg, m ³

Depot Number	Type of depot	Depot Class	Maximum storage capacity

UN Number	Correct Shipping Name	PG Class (I, II, III)	Product or common name	Typical quantity	Unit, e.g. L, kg, m ³

Depot Number	Type of depot	Depot Class	Maximum storage capacity

UN Number	Correct Shipping Name	PG Class (I, II, III)	Product or common name	Typical quantity	Unit, e.g. L, kg, m ³

[illegible]

WORKCOVER NEW SOUTH WALES

DETAILS OF LICENCE FOR KEEPING DANGEROUS GOODS ON 25 OCTOBER 1996

Licence Number 35/010716

Expiry Date 12/12/95

Licensee Details

Licensee LAKEWIN P/L ACN 060 485 485

Trading name

Postal Address LOT 1, 143 PACIFIC HWY, KARUAH 2324

Licensee Contact

Site Details

Premises Licensed to Keep Dangerous Goods

143 PACIFIC HWY Lot 1
KARUAH 2324

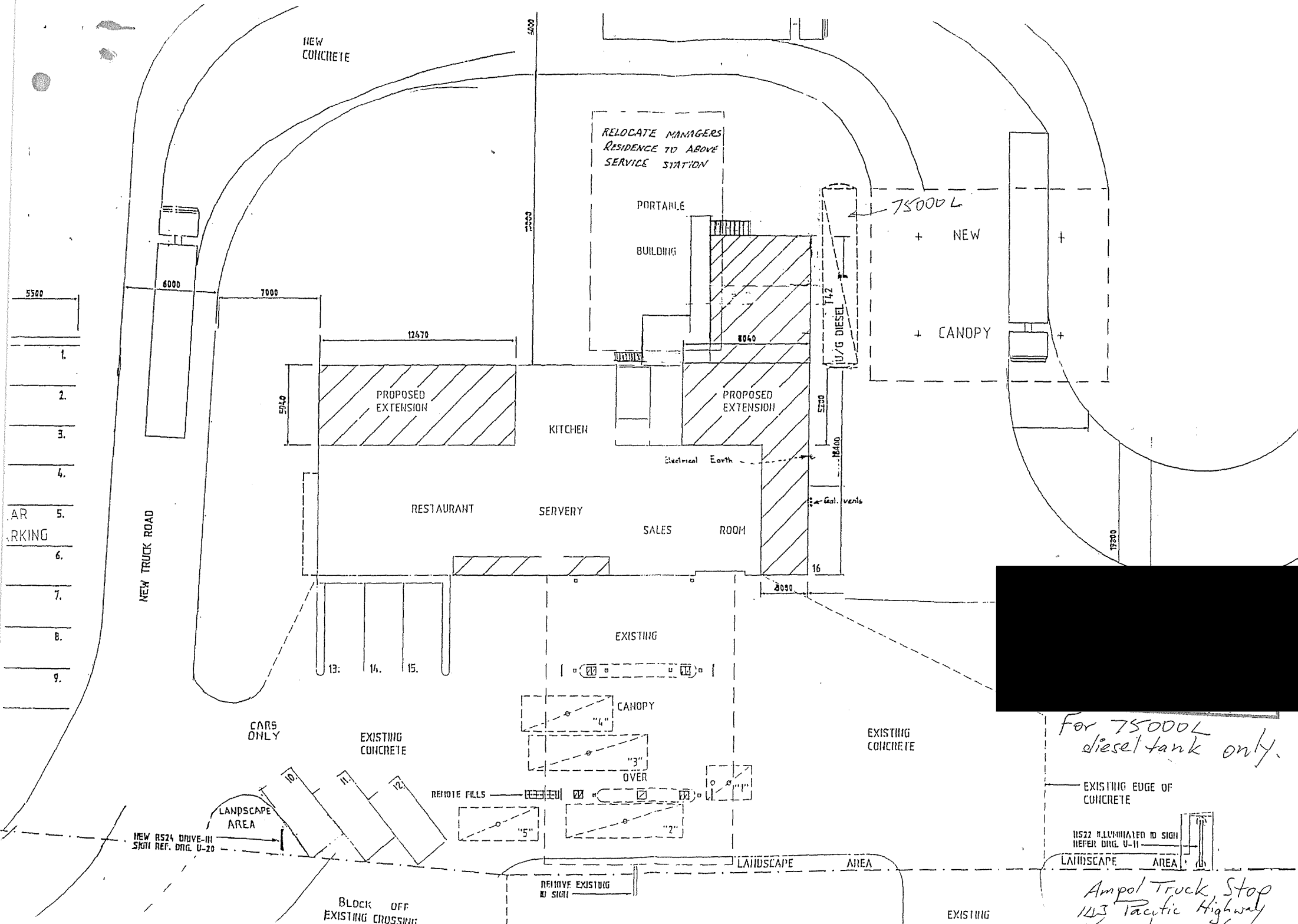
Nature of Site Service Station Supplier AUSTRALIAN (Ampol)

Emergency Contact

Site staffing 24hrs 7days

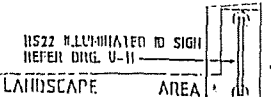
Details of Depots

Depot No.	Depot Type	Goods Stored in Depot	Qty
1	UNDERGROUND TANK	Class 3 UN 1203 PETROL	26675 L 15000 L
2	Exempt - U/G tank	Class c1 UN 00C1 DIESEL	22272 L 20000 L
3	Exempt - U/G tank	Class c1 UN 00C1 DIESEL	26675 L 20000 L
4	UNDERGROUND TANK	Class 3 UN 1203 PETROL	17865 L 17000 L
5	UNDERGROUND TANK	Class 3 UN 1203 PETROL	9800 L 5000 L
6	CYLINDER STORE	Class 2.1 UN 1075 PETROLEUM GASES, LIQUE UN 1075 PETROLEUM GASES, LIQUE	380 kg 190 kg 190 kg



For 75000L diesel tank only.

EXISTING EDGE OF CONCRETE



Ampol Truck Stop
143 Pacific Highway

WORKCOVER NEW SOUTH WALES

DETAILS OF LICENCE FOR KEEPING DANGEROUS GOODS ON 4 FEBRUARY 1997

Licence Number 35/010716

Expiry Date 12/12/95

Licensee Details

Licensee [REDACTED] ACN 060 485 485

Trading name

Postal Address LOT 1, 143 PACIFIC HWY, KARUAH 2324

Licence Contact [REDACTED]

Site Details

Premises Licensed to Keep Dangerous Goods

143 PACIFIC HWY Lot 1
KARUAH 2324

Nature of Site Service Station Supplier AUSTRALIAN (Ampol)

Emergency Contact [REDACTED]

Site staffing 24hrs 7days

Details of Depots

Depot No.	Depot Type	Goods Stored in Depot	Qty
1	UNDERGROUND TANK	Class 3 UN 1203 PETROL	26675 L 15000 L
2	Exempt - U/G tank	Class c1 UN 00C1 DIESEL	22272 L 20000 L
3	Exempt - U/G tank	Class c1 UN 00C1 DIESEL	26675 L 20000 L
4	UNDERGROUND TANK	Class 3 UN 1203 PETROL	17865 L 17000 L
5	UNDERGROUND TANK	Class 3 UN 1203 PETROL	9800 L 5000 L
6	CYLINDER STORE	Class 2.1 UN 1075 PETROLEUM GASES, LIQUE UN 1075 PETROLEUM GASES, LIQUE	380 kg 190 kg 190 kg

35/010716
Amendment. ML1042

WORKCOVER NEW SOUTH WALES

DETAILS OF LICENCE FOR KEEPING DANGEROUS GOODS ON 6 FEBRUARY 1997

Licence Number 35/010716

Expiry Date 12/12/97

Licensee Details

Licensee [REDACTED] ACN 060 485 485

Trading name

Postal Address LOT 1, 143 PACIFIC HWY, KARUAH 2324

Licensee Contact [REDACTED]

Site Details

Premises Licensed to Keep Dangerous Goods

143 PACIFIC HWY Lot 1
KARUAH 2324

Nature of Site Service Station Supplier AUSTRALIAN (Ampol)

Emergency Contact [REDACTED]

Site staffing 24hrs 7days

Details of Depots

Depot No.	Depot Type	Goods Stored in Depot	Qty
1	UNDERGROUND TANK	Class 3 UN 1203 PETROL	26675 L 15000 L
2	Exempt - U/G tank	Class c1 UN 00C1 DIESEL	22272 L 20000 L
3	Exempt - U/G tank	Class c1 UN 00C1 DIESEL	26675 L 20000 L
4	UNDERGROUND TANK	Class 3 UN 1203 PETROL	17865 L 17000 L
5	UNDERGROUND TANK	Class 3 UN 1203 PETROL	9800 L 5000 L
6	CYLINDER STORE	Class 2.1 UN 1075 PETROLEUM GASES, LIQUE UN 1075 PETROLEUM GASES, LIQUE	380 kg 190 kg 190 kg
LPG1	ABOVE-GROUND TANK	Class 2.1 UN 1075 PETROLEUM GASES, LIQUE	7500 L 6300 L
LPG2	ABOVE-GROUND TANK	Class 2.1 UN 1075 PETROLEUM GASES, LIQUE	1000 L 850 L



Reference ML1042
35/010716

SCIENTIFIC SERVICES BRANCH
Dangerous Goods Licensing
ph. (02) 370 5187 fax (02) 370 6105

Manager
Lakewin Pty Ltd
Karuah Truck Stop
143 Pacific Hwy, Lot 1
KARUAH NSW 2324

25 June 1996

Dear Sir/Madam

RE: APPLICATION TO RENEW LICENCE No 35/010716 TO KEEP DANGEROUS GOODS;
PREMISES: 143 PACIFIC HWY, Lot 1, KARUAH

WorkCover has received a request, from Department of Fair Trading's Business Licence Administration Service, to approve the issue of an amended and renewed dangerous goods keeping licence for 143 Pacific Hwy, Lot 1, Karuah.

When processing this application it was noted that the storage areas on your renewal application form were not previously licensed. Before we can 'approve' this renewal application we require the following:

- *Plan of site showing position of the aboveground LPGas tank and underground diesel tank which has been stamped by a consultant accredited for 2.1 and class 3 dangerous goods indicating that all the depots comply with the Dangerous Goods Act, 1975 and AS1596-1989 and AS1940-1993.*

This plan would have been stamped prior to the installation of the tanks at the premises to ensure the tanks complied with the Dangerous Goods Act, 1975 and AS 1596-1989 and AS1940-1993.

In the event that you do not already hold a copy of such a plan, a list of accredited consultants has been enclosed. I believe the consultants for the company supplying the dangerous goods would be the most appropriate to contact.

Please, forward the plan **direct** to the WorkCover Authority, Scientific Services Branch, before 6 September 1996, quoting the above reference number.

If you have any queries regarding the issuing of your licence, please contact Department of Fair Trading's Business Licence Administration Service. Thank you for your assistance.

Yours faithfully


Penelope Withers
Senior Licensing Clerk, Dangerous Goods

encs.



BUSINESS & CONSUMER
AFFAIRS

Facsimile Transmission

Date 13/12/94 No. of pages (including this page)
To WCA Facsimile 3706105
Attention PENNY WITHERS
From STEVE CLARK Telephone 8959070
From Facsimile 2833829

Message PENNY, PLEASE NOTE THE EXPIRY DATE
FOR THE MASTER LICENCE & COMPONENTS
LISTED BELOW IS - 12/12/95 - - - -

MASTER LICENCE No.	DANGEROUS GOODS No.
ML 1006	35/005676
ML 1042	35/010716
ML 1063	35/000875
ML 1047	- 35/001355 -



PLEASE UPDATE YOUR RECORDS TO
REFLECT THIS DATE.

S. Clark

If this transmission is received incomplete, or is interrupted, please contact-

Name STEVE CLARK Telephone 8959070

**CONSUMER AFFAIRS
BUSINESS LICENCE SYSTEM
LICENCE SEARCH RESULT REPORT**

Type of Licence
MASTER LICENCE

Class of Licence

Application No.
7510

Licence No.
ML1042

Licence Status
IN FORCE

Date Granted
13/12/94

Expiry Date
12/12/96

Licensee:
LAKEWIN PTY LTD

Principal Business Address:
143 PACIFIC HWY LOT 1 KARUAH 2324

Business Name:
KARUAH TRUCK STOP

Licence Restriction:

*** End of Report ***



ML 1042 - 35/010716

REFERENCES Please provide details of any changes to the current details for each of your licensed

1.1. Licensed Premises Please advise of any changes of address or the addition or deletion of any premises

1.2. Registered Business Names (Trading Names): For the Licensed premises please provide details of any changes, including the Registration Number, for existing names, the additions a new name or the deletion of an existing name.

TRADING NAME :- AMPOL TRUCK STOP KARVAH

Authorised Inspection Station Component licence: Please provide details of any changes to

- A. Class of Vehicles _____
- B. Motor Registry _____
- C. Proprietor _____
- D. Address(es) for Brake Testing _____

Licence to Keep Dangerous Goods Component Please Provide details of any changes, additions or deletions for to your existing licence (details of your existing Licence are attached). *Please note that details must be provided for Sections A, B, C, D and E. below:*

Emergency Contact Person and Contact phone Number;

Person	BILL GALANIS	Business Phone	049-975303
		After Hours Phone	049-975356

Site Staffing;

per day	24 HRS	Days per Week	7
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Major Supplier of Dangerous Goods;

AMPOL LTD (AUSTRALIAN PETROLEUM)

Loss of Licence (if insufficient space has been provided please attach an additional sheet);

UN Number	Type of Tank	Maximum Capacity	Typical Quantity	Product Storage
UN 1203 PETROL	SUPER	26675	15000	UNDERGROUND
UN 1203	UNLEADED	22272	20000	UNDERGROUND
UN 1203	UNLEADED	26675	20000	UNDERGROUND
OUT	OF USE			
OUT	OF USE			

UN 0001 DIESEL 35000 UNDERGROUND
 UN 1075 LPG 2 TONS 3/4 FULL ABOVE GROUND

APPLICATION FOR NEW / AMENDED COMPONENT LICENCE KEEPING OF DANGEROUS GOODS

The Dangerous Goods Act 1975 is administered by the WorkCover Authority

Please complete in **BLOCK LETTERS**.

Mail to : Business Licence Centre, Locked Bag 2, St James NSW 2000.

1. (a) Trading Name LAKWIN P/L T/A KARUAA TRUCK STOP

(b) Do you hold a Master Licence Yes No ✓

(c) If Yes, please state Master Licence Number M/L _____

If No, you will need to submit an Application for a Master Licence (Form 1) together with this Form.

If Yes, you will need to submit an Application for Changes to an existing Master Licence (Form 2) together with this form.

2. Site to be Licensed

No 143 Street PACIFIC HWY

Suburb/Town KARUVAH Postcode 2324 **GOODS**

3. Previous Dangerous Goods Licence number (if known): 35/ or DG

4. Nature of site: SERVICE STATION 294/RS

5. Emergency contact on site:

Phone: [REDACTED] *J 5 PR 4 M 2 324.*

6. Site Staffing: Bill Hours per day: 24 Days per week: 7

7. Major supplier of dangerous goods: AMPOL

8. If new site or significant modification to site, provide plan stamped by:

Accredited consultants name: _____ Date Stamped: _____

9. Number of dangerous goods depots at site: 5

I certify that the details contained in this application are true and correct.

NOTE: Failure to complete all relevant sections or to provide the requested documentation may result in a delay in the consideration of this application. Failure to provide the necessary information can lead to the application being refused or deemed withdrawn.

Section 39 of the Business Licences Act 1990 provides for a penalty of \$2500 in respect of false or misleading statements. Persons found to have made false or misleading statements may also face revocation or suspension of their licence.

If you require further information, contact the **Business Licence Centre** on (02) 895 9070

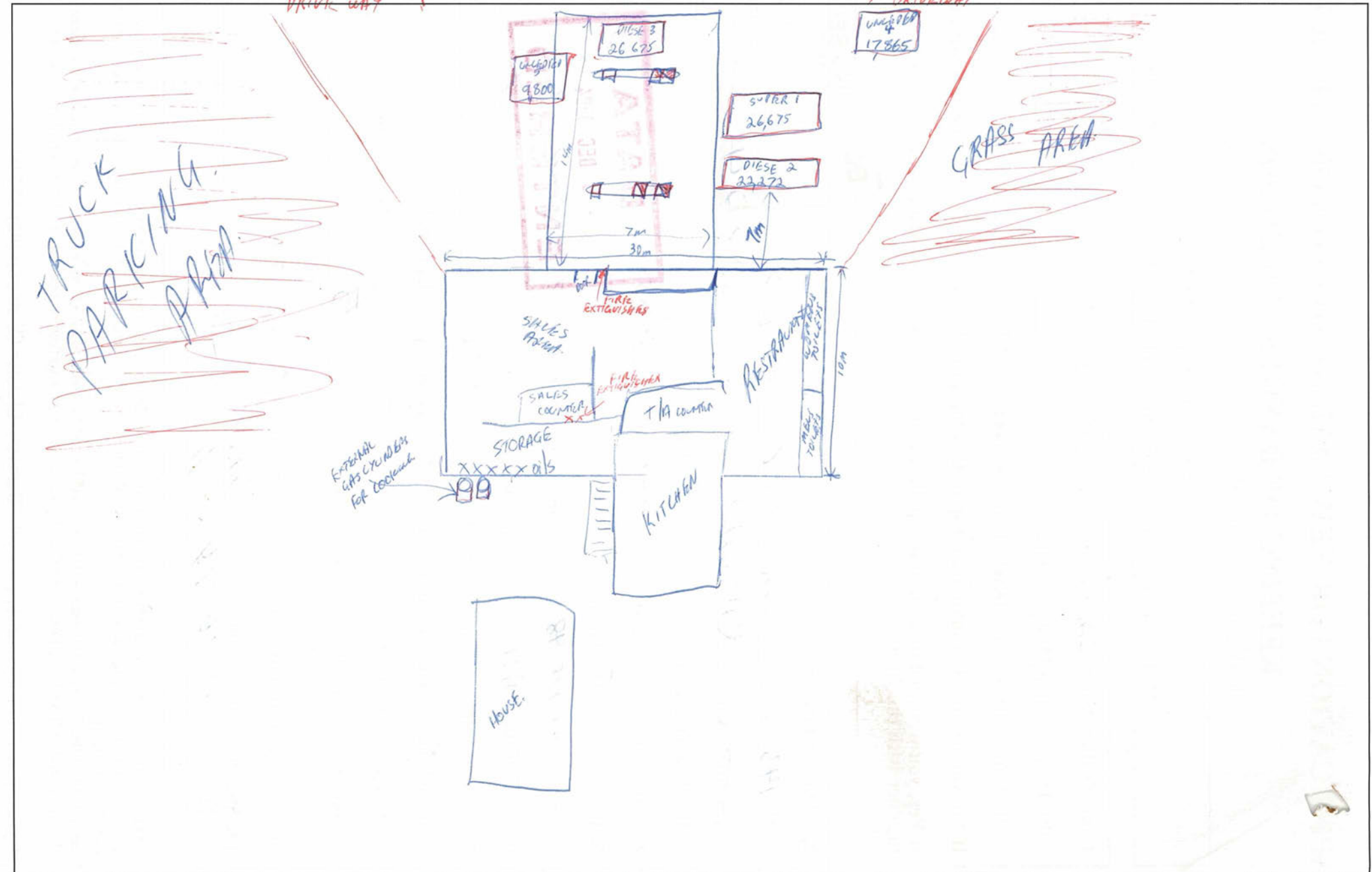
Site Sketch

Please carefully read the instructions in Part B of the guide before sketching the site.

← SOUTH → NORTH
35-010716 PACIFIC HWY

→ 1 Km TO KARUAH

PART B



APPROVAL ML 1042.

WORKCOVER AUTHORITY

DETAILS OF LICENCE FOR KEEPING DANGEROUS GOODS ON 9 DECEMBER 1994

* NB

Licence Number [REDACTED]

Expiry Date 01/01/01

Licensee Details

Licensee LAKEWIN P/L ACN 060 485 485

Trading name

Postal Address LOT 1, 143 PACIFIC HWY, KARUAH 2324

Licence Contact [REDACTED]

Site Details

Premises Licensed to Keep Dangerous Goods

143 PACIFIC HWY Lot 1
KARUAH 2324

Nature of Site SERVICE STATIONS Supplier AMPOL

Emergency Contact [REDACTED]

Site staffing 24hrs 7days

* NB
↓

Details of Depots

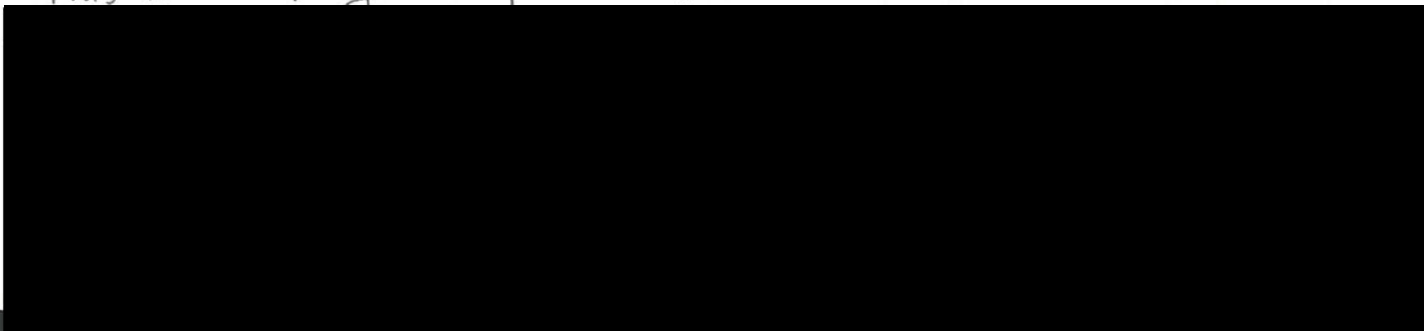
Depot No.	Depot Type	Goods Stored in Depot	Qty
1	UNDERGROUND TANK	Class 3 UN 1203 PETROL	26675 L 15000 L
2	Exempt - U/G tank	Class c1 UN 00C1 DIESEL	22272 L 20000 L
3	Exempt - U/G tank	Class c1 UN 00C1 DIESEL	26675 L 20000 L
4	UNDERGROUND TANK	Class 3 UN 1203 PETROL	17865 L 17000 L
5	UNDERGROUND TANK	Class 3 UN 1203 PETROL	9800 L 5000 L
6	CYLINDER STORE	Class 2.1 UN 1075 PETROLEUM GASES, LIQUE UN 1075 PETROLEUM GASES, LIQUE	380 kg 190 kg 190 kg



*File 35/010716
to Penny*

Penny,

This is the Dangerous Goods application that I discussed with



TH

number	Type of depot	Class	Storage capacity
2	UNDERGROUND	01	22,272 LITRES.

UN number	Shipping name	Pkg. Class Group	EPG	Product or common name	Typical quantity	Unit eg. L,kg,m ³
0001	AMPOL	01		DIESEL	20,000	LITRES.

Depot number	Type of depot	Class	Licensed maximum storage capacity
3	UNDERGROUND	01	26,675

UN number	Shipping name	Pkg. Class Group	EPG	Product or common name	Typical quantity	Unit eg. L,kg,m ³
0001	AMPOL	01		DIESEL	20,000	LITRES.

Depot number	Type of depot	Class	Licensed maximum storage capacity
4	UNDERGROUND	3	17,865

UN number	Shipping name	Pkg. Class Group	EPG	Product or Common name	Typical quantity	Unit eg. L,kg,m ³
1203	AMPOL	3		UNLEADED	17,000	LITRES.



APPLICATION FOR NEW MASTER LICENCE

Business Licences Act 1990

- * Please read all the instructions before filling in this form.
- * Please complete in BLOCK LETTERS.
- * If space is insufficient, an attachment sheet should be completed and signed.
- * Mail to Business Licence Centre, Locked Bag 2, St James, NSW 2000

1. **APPLICANT(S) DETAILS (PERSONS):** Complete for each person applying for a licence (where an applicant already holds any Master Licence alone or jointly, the identifying Master Licence (ML) number should be shown).

- (a) Surname: _____ Given Names: _____
 Private Address: _____ Postcode: _____
 Master Licence(s) held: ML _____ ML _____ ML _____
- (b) Surname: _____ Given Names: _____
 Private Address: _____ Postcode: _____
 Master Licence(s) held: ML _____ ML _____ ML _____
- (a) Surname: _____ Given Names: _____
 Private Address: _____ Postcode: _____
 Master Licence(s) held: ML _____ ML _____ ML _____
- (b) Surname: _____ Given Names: _____
 Private Address: _____ Postcode: _____
 Master Licence(s) held: ML _____ ML _____ ML _____
- (Attach separate sheet if required)

2. **APPLICANT(S) DETAILS (CORPORATIONS):** Complete for each corporation applying for a licence (where an applicant holds any Master Licence, alone or jointly, the identifying Master Licence (ML) number should be shown).

- (a) Name of Corporation: LAKEWIN PTY LTD
 Registered Office Address: 21 GEORGE ST
KARUWA Postcode: 2324
 Australian Company Number (ACN) 060 485 485
 Master Licence(s) held: ML _____ ML _____ ML _____
- (b) Name of Corporation: AS ABOVE
 Registered Office Address: AS ABOVE
 _____ Postcode: _____
 Australian Company Number (ACN) AS ABOVE
 Master Licence(s) held: ML AS ABOVE ML _____ ML _____

3(a) Principal place of business of applicant(s) for the purpose of this Master Licence

KARUWA TRUCK STOP LOT 1 PACIFIC HILL KARUWA Postcode: 2324

3(b) Postal Address for Service of Notice (if different from above)

AS ABOVE Postcode: _____

Type of Component Licence

PETROLEUM PRODUCTS RETAIL
TOBACCO RETAIL
KEEPING OF DANGEROUS GOODS

\$ 10-00
\$ 10-00
NIL
\$ 20-00

Note: A separate Attachment completed by you is to be attached for each new component licence.

If you are applying for a transfer to your new Master Licence of a component licence currently held by other persons state:

(a) _____

(b) _____

(c) _____

(Attach a separate sheet if necessary)

(Capacity of signatory where signing for a corporation eg Director, Secretary, etc.)

(Please also sign each Component Licence Application attached.)

☒ Cheque, payable to **BLAS**

☐ Money order, payable to **BLAS** Enclosed for

☐ charge to Bankcard

☐ charge to Mastercard \$

(card number)

Expiry date

Cardholder's Name

Signature _____



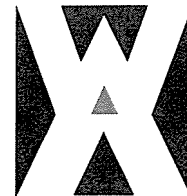
SCIENTIFIC SERVICES
BRANCH

30 AUG 1993

DANGEROUS
GOODS

PART A

WORKCOVER AUTHORITY



LICENCE TO KEEP DANGEROUS GOODS

(Dangerous Goods Act 1975)

Application for new licence, amendment or transfer

Expiry: 30.06.95

1. Name of applicant

ACN

CHANTAR PTY LTD

003270031

2. Site to be licensed

No Street

LOT 1 PACIFIC HIGHWAY

Suburb/Town

Postcode

KARLUAH

2324.

3. Previous licence number (if known)

35-010716

4. Nature of site

SERVICE STATIONS

5. Emergency contact on site:

Phone

Name

DATA
17 JAN 1994
ENTERED

6. Site staffing:

Hours per day

24

Days per week

7

7. Major supplier of dangerous goods

CARTEX OIL AUSTR PTY LTD

8. If new site or significant modification

Plan stamped by:

Accredited consultant's name:

Date stamped

9. Number of dangerous goods depots at site

4

10. Trading name or occupier's name

CHANTAR PTY LTD

11. Postal address of applicant

Suburb/Town

Postcode

LOT 1 PACIFIC HIGHWAY

KARLUAH

2324

Sent 17/1/94 BHJ

WORKCOVER AUTHORITY

SCIENTIFIC SERVICES
DANGEROUS GOODS

DANGEROUS GOODS ACT, 1975

APPLICATION FOR LICENCE or AMENDMENT or TRANSFER
10 FEB 1993 FOR THE KEEPING OF DANGEROUS GOODSDANGEROUS
GOODS

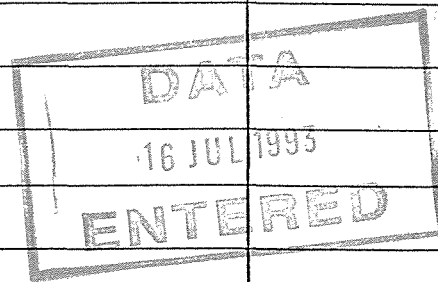
Plan no 311

June '92

Name of Applicant in full (see item 1 - Explanatory notes - page 4)	CHANTAR PTY LTD T/A S. (REG. PATERNAL Regional)	
Trading name or occupier's name (if any)	Caltex Truck Stop.	
Postal Address	PC 12	Lot 1 PACIFIC HIGHWAY, KARUM Postcode 2324
Address of the premises to be licensed. (Including Street No.)	12	Lot 1 PACIFIC HIGHWAY KARUM Postcode 2324
Nature of premises (See item 2 - Explanatory notes - page 4)	SERVICE STATION	
Telephone number of applicant	STD Code 049	Number 975303.

Particulars of type of depots and maximum quantities of dangerous goods to be kept at any one time.

Depot number	Type of depot (See item 3 - Explanatory notes - page 4)	Storage capacity	Dangerous goods	C & C Office use only
			Product being stored TO ADD	
1	Above Ground	360L 190/16	Propane	1-100 19x1
2	Above Ground	360L 190/16	Propane	1-100 19x1
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				



Has site plan been approved by the Dangerous Goods Branch? ☒ Yes ☐ No
 If yes, no plans required.
 If no, please attach site plan, or provide sketch plan overleaf. which has been checked by an Accredited consultant

Have premises previously been licensed? ☐ Yes ☐ No
 If, yes, state name of previous occupier, and licence No. (if known)

Name of oil company supplying flammable liquid (if applicable).

G Admed 10-2-93

Signature of applicant

Date 22.1.93

For external explosives magazine(s), please fill in page 3.

FOR OFFICE USE ONLY

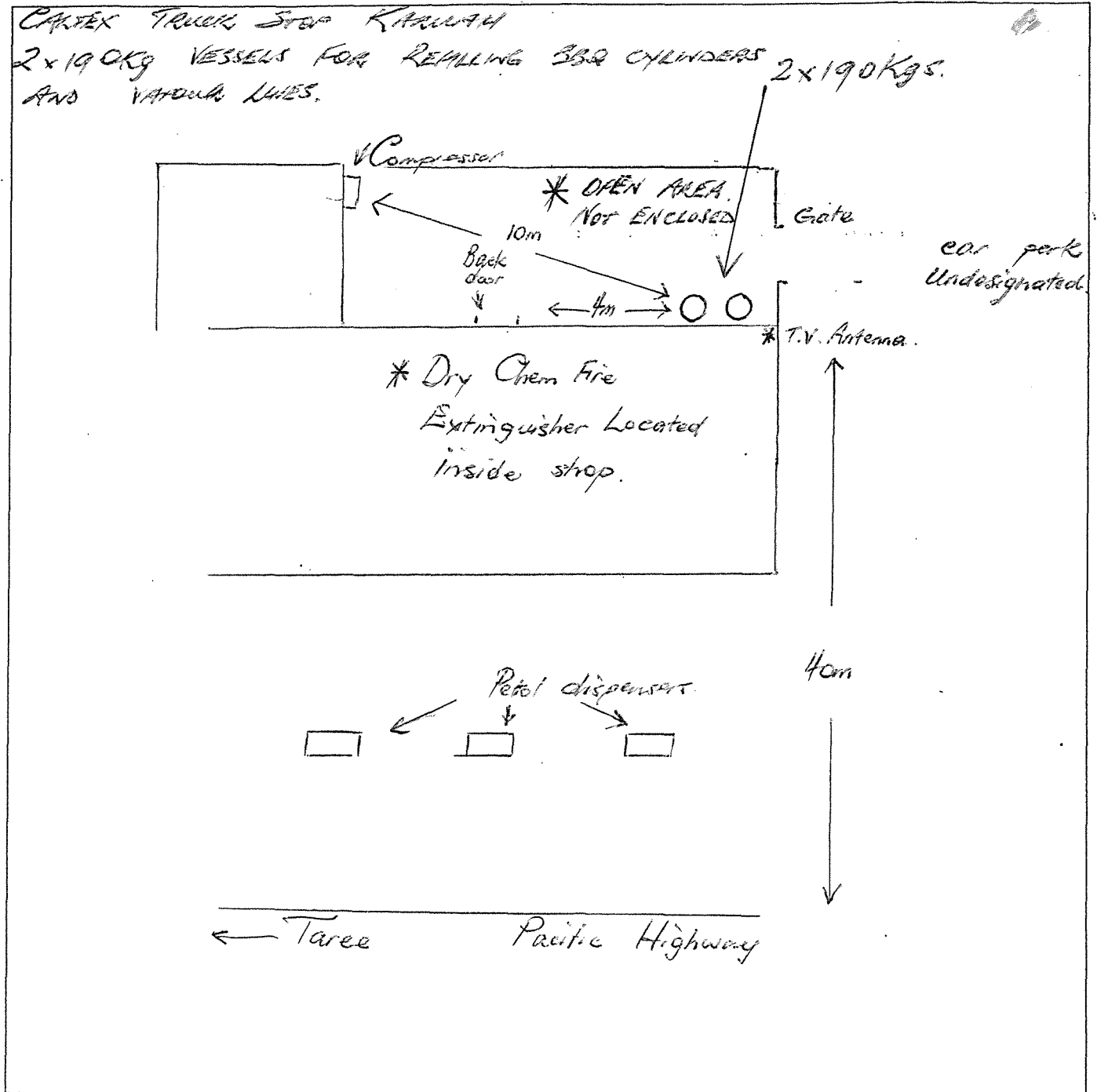
CERTIFICATE OF INSPECTION

I, being an Inspector under the Dangerous Goods Act, 1975, do hereby certify that the premises described above do comply with the requirements of the Dangerous Goods Act, 1975, and the Dangerous Goods Regulation with regard to their situation and construction for the keeping of dangerous goods of the nature and in the quantity specified.

Signature of Inspector.....

Date.....

SKETCH PLAN OF SITE



Show positions of Depot(s) with:-

- (1) distances from public places and protected works;
- (2) street names;
- (3) nature and details of adjacent properties.

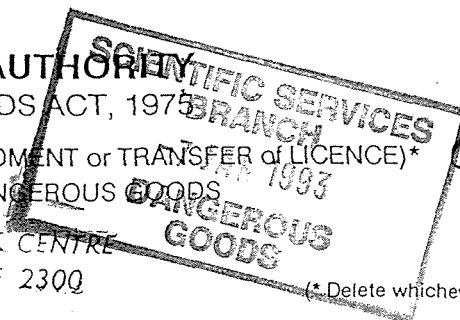
WORKCOVER AUTHORITY
DANGEROUS GOODS ACT, 1975

LICENCE No.

35

APPLICATION FOR LICENCE (or AMENDMENT or TRANSFER of LICENCE)*
FOR THE KEEPING OF DANGEROUS GOODS

AMP. HOUSE HARBOUR PARK CENTRE
WHARF ROAD, NEWCASTLE 2300



010716

(* Delete whichever is not required)

Name of Applicant in full (see Item 1 - Explanatory notes - page 4)	CHANTRA Pty. LTD.		
Trading name or occupier's name (if any)	CALTIX TRUCK STOP.		
Postal Address	P.O. Box 22	KARUWA	Postcode 2324
Address of the premises to be licensed. (Including Street No.)	Pacific Hwy.	KARUWA	Postcode 2324
Nature of premises (See Item 2 - Explanatory notes - page 4)	S/SN		
Telephone number of applicant	STD Code 049	Number 975303	

Particulars of type of depots and maximum quantities of dangerous goods to be kept at any one time.

Depot number	Type of depot (See item 3 - Explanatory notes - page 4)	Storage capacity	Dangerous goods	C & C Office use only
			Product being stored	
1	U/G/T	26000	PETROL	
2	U/G/T	17000	✓	(OLD DIESEL TANK CONVERTED TO PETROL. PLAN IN FILE.)
3	U/G/T	9000	✓	
4	CYLINDERS	840	L.P. GAS	
5				
6				
7				
8				
9				
10				
11				
12				

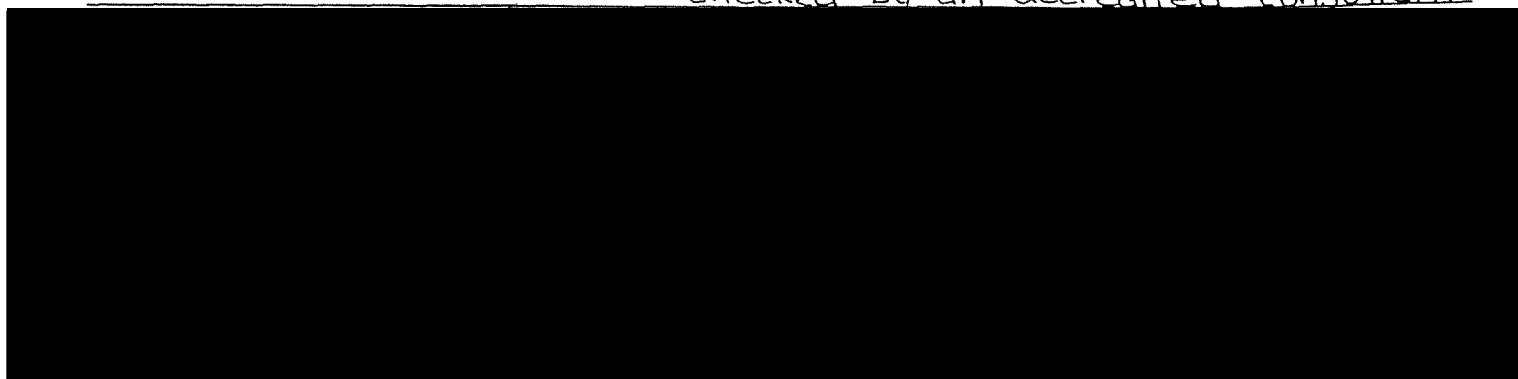
Has site plan been approved by the Dangerous Goods Branch?

Yes
No

If yes, no plans required.

If no, please attach site plan, or provide sketch plan overleaf. which has been checked by an accredited consultant

Amend & Renew



Reference

WORKCOVER AUTHORITY



Chemical Safety Unit

Locked Bag 10, P O CLARENCE STREET NSW 2000

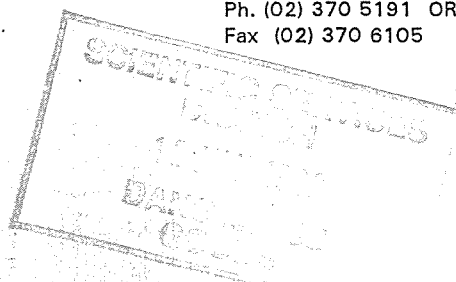
Ph. (02) 370 5191 OR (02) 370 5192

Fax (02) 370 6105

Licensee

CHANTAR P/L
CALTEX TRUCK STOP
BOX 22 P O
KARUAH 2324

25 MAY 1992



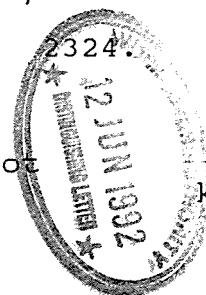
Dear Sir/Madam,

RE APPLICATION FOR RENEWAL OF LICENCE FOR THE KEEPING OF DANGEROUS GOODS

Our records indicate you hold licence number 35/010716 for keeping dangerous goods at PACIFIC HWY KARUAH 2324.

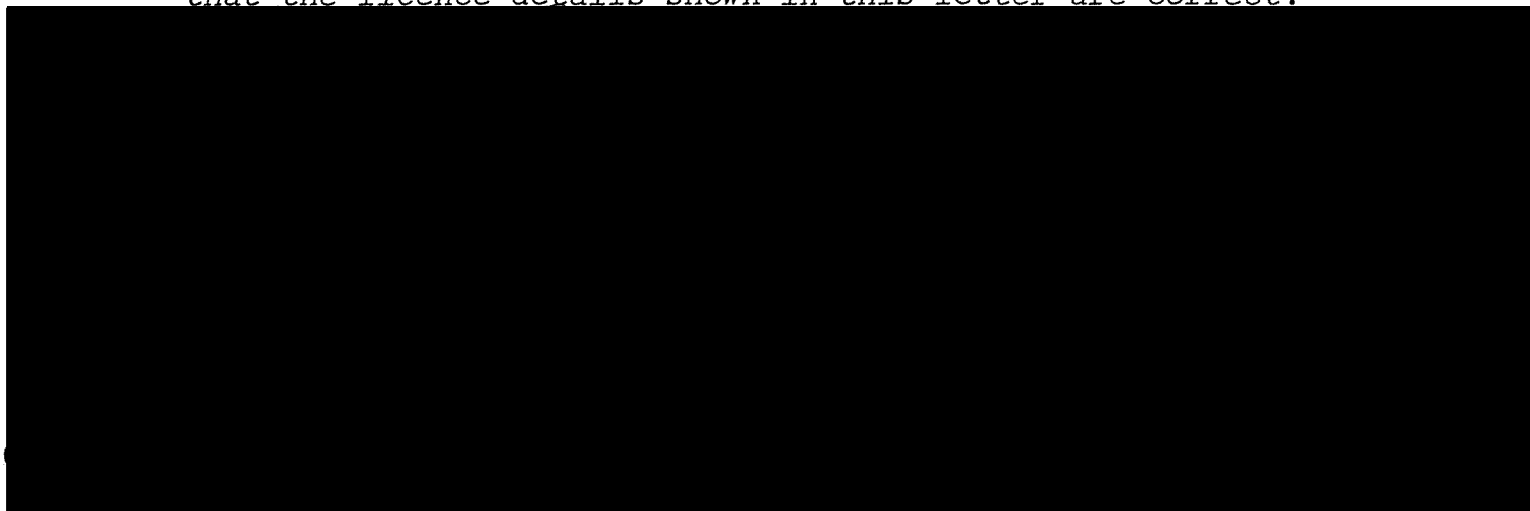
Details of depots at site.

Depot No.	Depot type	Goods stored in depot	Quantity kg/litres/no.
1	UNDERGROUND TANK	FLAMMABLE LIQUIDS	26 000
2	UNDERGROUND TANK	FLAMMABLE LIQUIDS	9 000
3	UNDERGROUND TANK	" "	17 000
2	GAS CYLINDERS		600L



This licence is now due for renewal. **TO RENEW YOUR LICENCE.** Please carefully check the details shown in this letter and make any required corrections. Then, **SIGN** and **DATE** the declaration below and return this letter to the WorkCover Authority, Chemical Safety Unit. Fees for these licences have been abolished. **DO NOT SEND ANY MONIES.**

Declaration: I wish to renew this licence to 15/06/93. I certify that the licence details shown in this letter are correct.



DANGEROUS GOODS ACT, 1975



35-010716-0

**APPLICATION FOR LICENCE (or AMENDMENT or TRANSFER of LICENCE)*
FOR THE KEEPING OF DANGEROUS GOODS**

(* delete whichever is not required)

FEE: \$15.00 per Depot for new licence.
\$15.00 for amendment or transfer.

Name of Applicant in full (see Item 1—Explanatory notes—page 4)			
Trading name or occupier's name (if any)	CHANTAR Pty LTD.		
Postal Address			Postcode
Address of the premises to be licensed. (Including Street No.)	LOT 1 PACIFIC HIGHWAY KIRUAHA		Postcode 2324
Nature of premises (See Item 2—Explanatory notes—page 4)	SERVICE STATION		
Telephone number of applicant	STD Code	Number	
	OH9	975303	

Particulars of type of depots and maximum quantities of dangerous goods to be kept at any one time.

Depot number	Type of depot (See item 3—Explanatory notes—page 4)	Storage capacity	Dangerous goods	C & C Office use only
			Product being stored	
1	UNDERGROUND TANK	9600	UNP	
2	✓ ✓	26675	SUPER	
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

Has site plan been approved by the Dangerous Goods Branch?

Yes
No

If yes, no plans required.
If no, please attach site plan, or provide sketch plan overleaf.

Have premises previously been licensed?

Yes
No

If, yes, state name of previous occupier, and licence No. (if known).

Name of oil company supplying flammable liquid (if applicable).

CALTEx OIL Aust P/L

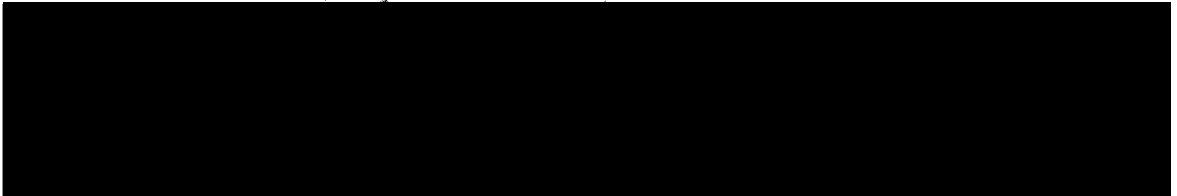
Plan Registration No 1662
21843

PLANS SUBMITTED FOR APPROVAL

10716.

DETAILS OF FIRM SUBMITTING PLAN(S):

NAME: ... CALTEX OIL (AUST) P/L



Plans to be Mailed (/) Picked up () (Tick Appropriate)

PLAN DETAILS:

NAME OF COMPANY: ... Helwick P/L

ADDRESS OF LOCATION: ... Pacific Hwy

.....

Karnah

This form is to be kept with plan(s) until it is returned to records then is to be attached to file.

Re-submitted

NOT IN AS YET

NOT AS YET

all dead.
5/11/86

Deferred 3 Months

ALL 25/3/87 NOT IN AS YET all dead

Scrubbed

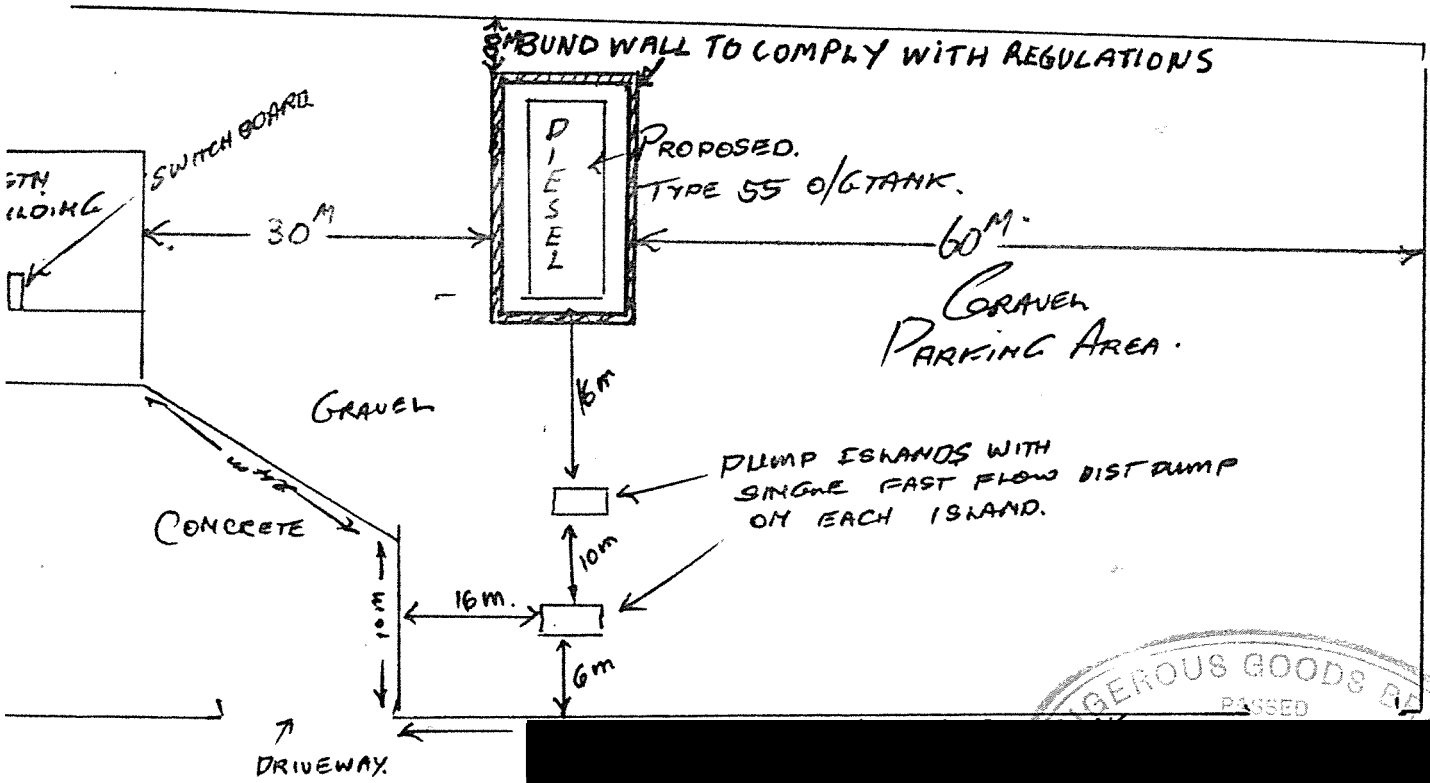
4/2/87

(Show Buildings, Fences, other Structures, Fall of Ground etc. Switchboard – Vent Location)

ACCURATE MEASUREMENTS

CLIENT'S NAME & ADDRESS

HELVICK Pty LTD. PACIFIC HIGHWAY KARUAH.



THE ABOVE

EXPLOSIVES : Requirements do not permit fill points inside a building or within 5' of any door. No pump inside a building or on a wharf without special approval. U/ground Gasoline Tanks must be separated from protected works, as under:

CALTEX DRAWING C18835F	TYPE	GALLONS	LITRES	APPROX. SIZE	EXPLOSIVES DISTANCE	APPROX. WEIGHT
	2	527	2400	3'9" X 8'1"	3 Metres	650 lbs.
	5	1188	5400	5'9" X 11'1"	3 "	1000 lbs.
	10	2617	11900	7'2" X 11'1"	3 "	2350 lbs.
	15	3623	16470	7'2" X 15'0"	3 "	3350 lbs.
	20	4628	21040	7'2" X 18'11"	3 "	4000 lbs.
	25	6126	27850	7'2" X 24'10"	3 "	4800 lbs.
	30	7382	33560	7'2" X 29'9"	3 "	5800 lbs.

ELECTRICAL : Each pump to have its own circuit. Fuse 4½ amps. S/E 9 amps D/E pmp.

Client to provide switchboard at own expense.
Multiple tanks to be separated by 2'0".

APPLICATION FOR LICENCE (or AMENDMENT or TRANSFER of LICENCE) FOR THE KEEPING OF DANGEROUS GOODS

Application is hereby made for—
described below.

*a licence (or amendment of the licence)
*the transfer of the licence

for the keeping of dangerous goods in or on the premises

FEE: \$10.00 per Depot for new licence.
\$10.00 for amendment or transfer.

(*delete whichever is not required)

Name of Applicant in full (see over)	HELWICK Pty. LTD		
Trading name or occupier's name (if any)	CHATEX TRUCK STOP		
Postal address	—		Postcode
Address of the premises including street number (if any)	Pacific Hwy.	KARUMAH	Postcode 2324
Nature of premises (see over)	S/SN		
Telephone number of applicant	STD Code 049	Number	975206.

Particulars of type of depots and maximum quantities of dangerous goods to be kept at any one time.

Depot number	Type of depot (see over)	Storage capacity LARS	Dangerous goods	C & C Office use only
			Product being stored	
1	UNDERGROUND TANK	20000	PETROL	
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

Has site plan been approved?

Yes
~~No~~

If yes, no plans required.
If no, please attach site plan.

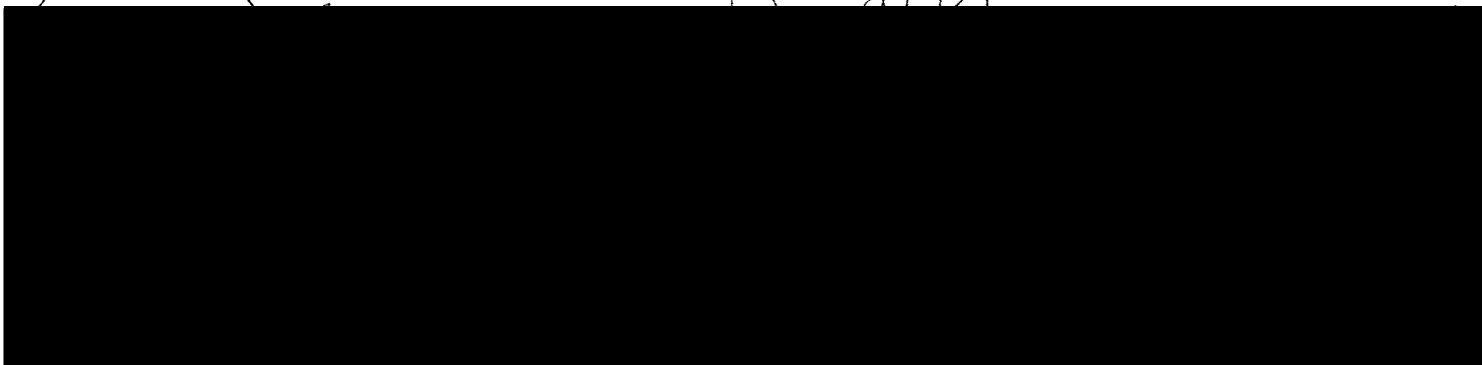
Have premises previously been licensed?

Yes
~~No~~

If yes, state name of previous occupier.

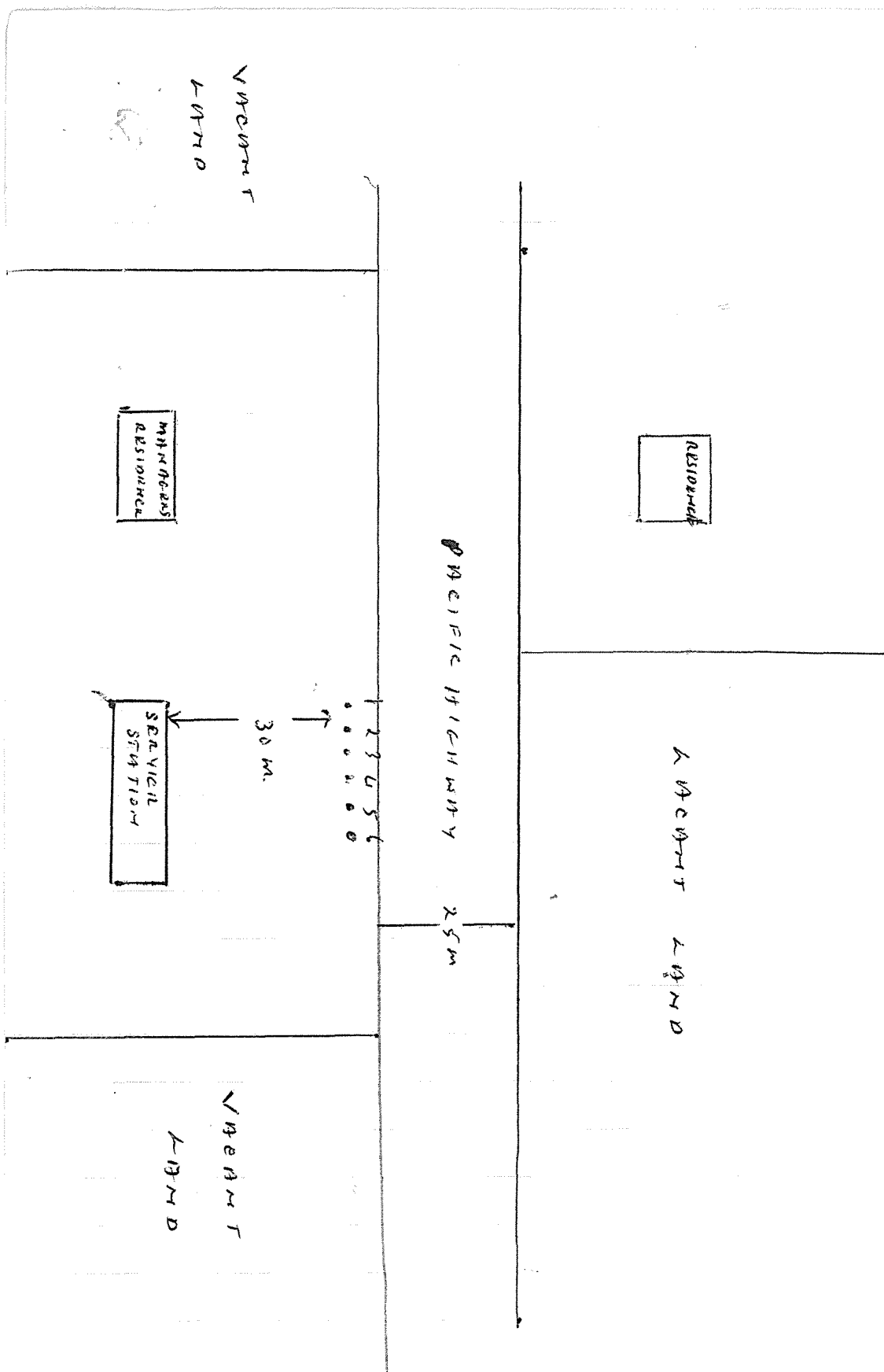
Name of company supplying flammable liquid (if any)

CHATEX



SITE PLAN
SHELL AUTO OIL
KUTV UNIT

DEMIS BUREAU P/L



OUT

KARUAH AUTO DINE.

PROPOSED ALTERATIONS & INSTALLATION

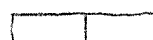
IN

CONVERT
TO
STD M/S
4500 (DIST)

26000 SUP
AS IS

17800 DIST
AS IS

9800 DIST
AS IS



2 SING.

DIESEL

SINGLE STD.

DUAL

SUPER

22,000
DIESEL

NEW TANK

TANK HOLED
ABANDON
FILL
WITH
SLURRY.



SINGLE
DIESEL

SINGLE
SUPER

SINGLE
SUPER

22,000
SUPER.

NEW TANK

14000 SUP.
AS IS.

K/K

Liquid seal in 2 x 22,000 litre
U/G tank as per drawing No. 127390.
Tank to be installed as per Shell Company's
specification No. 016.

THE SHELL COMPANY OF AUSTRALIA LTD.

157393

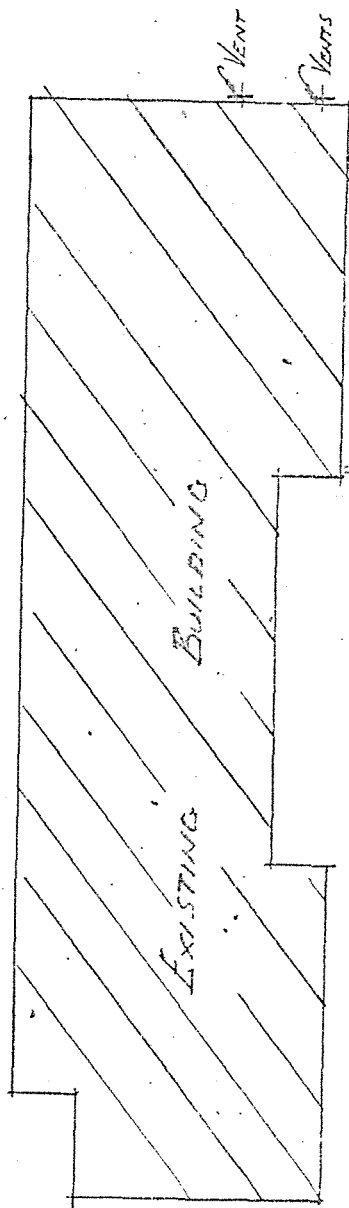
KARUAH AUTO DINER

KARUAH.

B15734

SHELL CO
OF AUST. LTD.

Don AMMA.



2 Pumps

Lower Long. Driveway

Approx 28'

Fills
Full

NEW 40000
DIESEL TANK

NEW 6000 g.
PETROL TANK.

Front

5 ft.

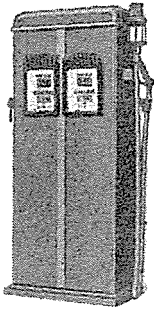
VENT

New Basin

Liquid seal in 6,000 gallon U/G
tank as per drawing No. 106790
Tank to be installed as per
Shell Co. Specification No. 016.

STRATA BELOW 2' ROCK

E. BOWEN + H. GRAY



J.C. GERARD

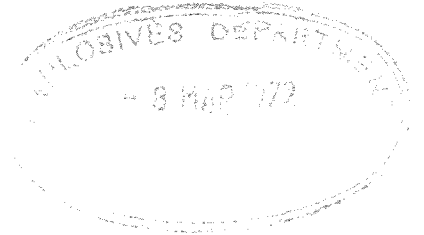
(Contractors) PTY. LTD.

7-9 DUNLOP STREET
ENFIELD, N.S.W.

Phones: 642-0331
642-0332

7th March, 1972.

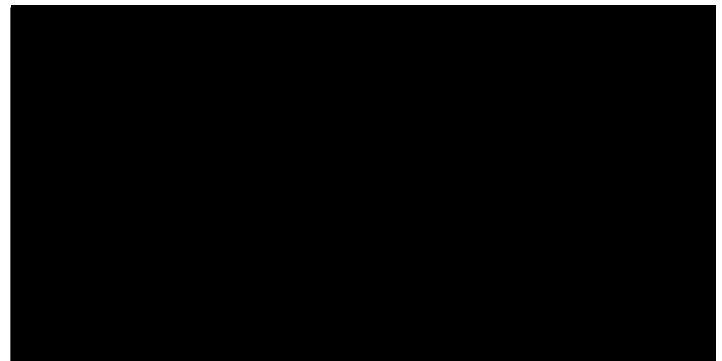
The Chief Inspector,
Explosives Department,
Department of Mines,
82 Pitt Street,
SYDNEY, N.S.W. 2000.



Dear Sir,

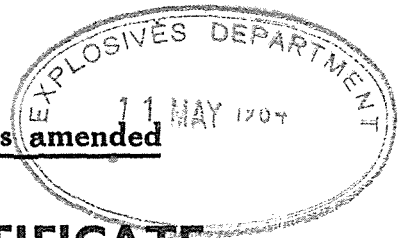
I hereby certify that the tanks recently installed by us
at the following BP Sites have at least a two inch liquid seal on the
dip and fill pipes.

✓ BP Karuah Service Station	Karuah	1 x 6000 Gallon Tank 1 x 2000 Gallon Tank
BP Macarther Service Station	Campbelltown	1 x 3000 Gallon Tank
BP B.M.I. Quarries	Emu Plains	1 x 6000 Gallon Tank 1 x 4000 Gallon Tank
BP Erickson Service Station	Warragamba	1 x 2000 Gallon Tank
BP Wholesale Drug Co.	St. Peters	1 x 2000 Gallon Tank
BP J. Moses	Bowral	1 x 2000 Gallon Tank
BP G. Mallorie	Bomaderry	1 x 4000 Gallon Tank



The Chief Inspector of Inflammable Liquids,
Box 48, G.P.O.,
Sydney.

Inflammable Liquid Act, 1915, as amended



CONTRACTOR'S CERTIFICATE

Underground Tanks

I hereby certify that the tank(s) as indicated below recently installed by me at the undermentioned premises have fill, dip and suction pipes as detailed hereunder.

Petroleum Company NEPTUNE OIL COMPANY PTY. LTD.,

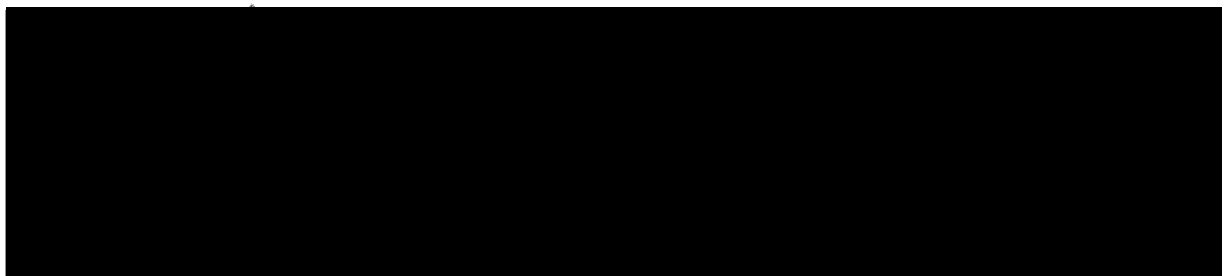
Address of Premises PACIFIC HIGHWAY,

KARUAH.

Name of Occupant _____

Capacity of each tank and distance in inches between bottom of tank and lower end of internal pipes.

Capacity (Gallons)	<i>Suction Pipe</i> No. 1	<i>No. 2</i> Suction Pipe (Inches)	Fill Pipe (Inches)	Dip Pipe (Inches)
3000	5"	4"	1½"	1½"
2000	5"	4"	1½"	1½"
2000	5"	4"	1½"	1½"
1000	-	3"	1½"	1½"
500	-	3"	1½"	1½"



The Chief Inspector of Inflammable Liquids,
Box 48, G.P.O.,
Sydney.

Inflammable Liquid Act, 1915, as amended

CONTRACTOR'S CERTIFICATE
Underground Tanks

I hereby certify that the tank(s) as indicated below recently installed by me at the undermentioned premises have fill, dip and suction pipes as detailed hereunder.

Petroleum Company NEPTUNE OIL COMPANY (AUST) LTD.

Address of Premises PACIFIC HIGHWAY,

KARUAH

Name of Occupant _____

Capacity of each tank and distance in inches between bottom of tank and lower end of internal pipes.

Capacity (Gallons)	<i>Suction</i> pipe no. 1	Suction Pipe (Inches)	Fill Pipe (Inches)	Dip Pipe (Inches)
3000	5"	4"	1½"	1½"
2000	5"	4"	1½"	1½"
2000	5"	4"	1½"	1½"
1000	-	3"	1½"	1½"
500		3"	1½"	1½"

B 15734

Licensee: Brylin Mary Bowen } Karnal auto drive
Hazel Margaret Grey }

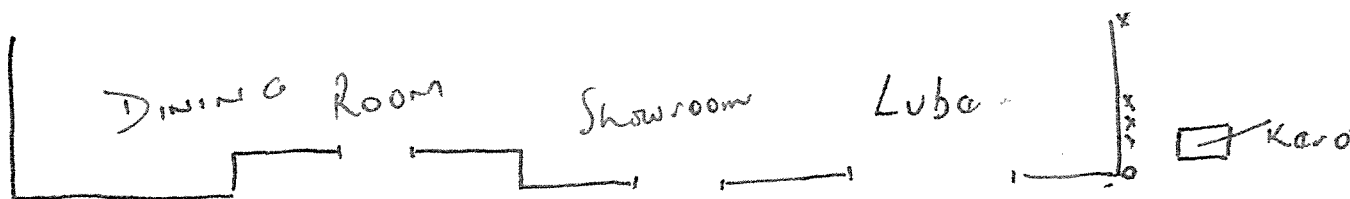
Address:

Address: Pacific Highway, Kamual

Storage licensed:

$$\frac{2}{3000} \quad \frac{1}{2000} \quad \frac{1}{500} \text{ m.o.}$$

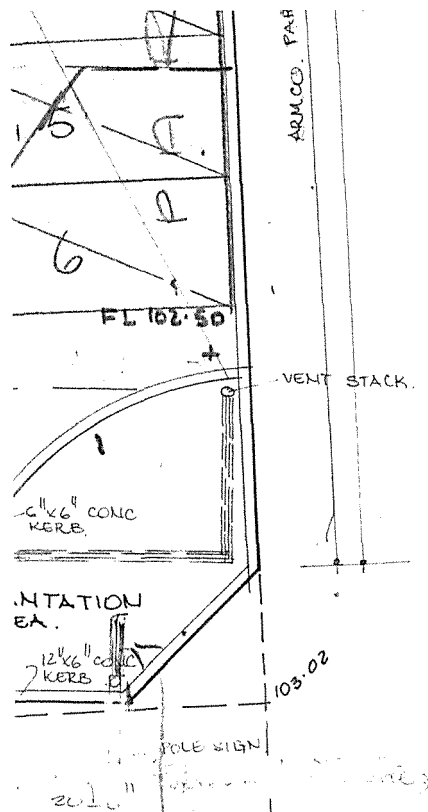
Sketch of Premises (Dimensions of depot and distance of same from adjoining "protected works" to be shown).



see plan
attached

PACIFIC HIGHWAY

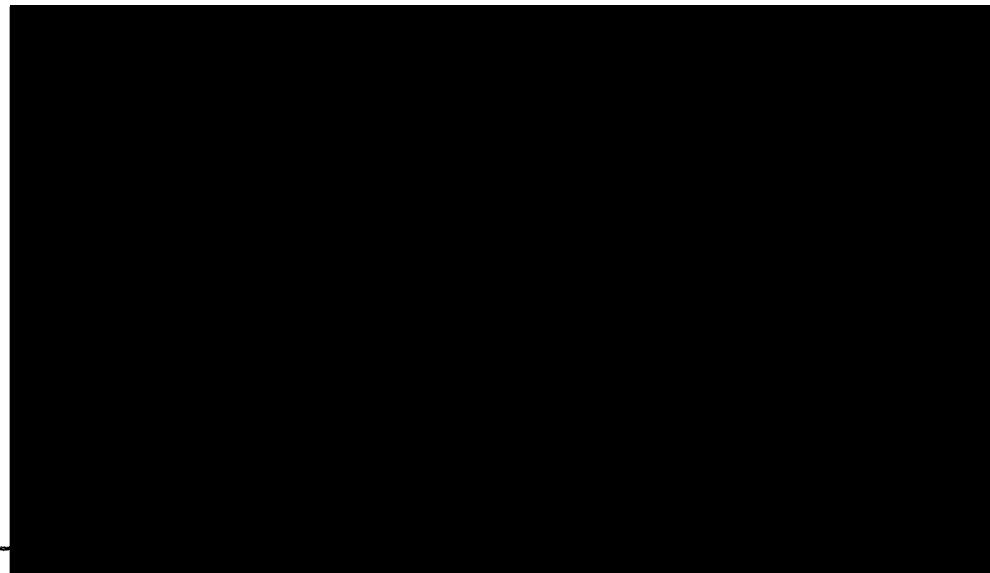
[illegible]



VAR C

PROPOSED SERVICE
STATION, CAFE & RESTAURANT
CNR PACIFIC HWY &
VARHUNG ST.
KARUAH NIIT

CONVERT BOTH
SIDES OF EXISTING
SIGN TO BP SHIELD



104.06

TANK SCHEDULE :

PRODUCT.	NO	SIZE	PIPE			
			FILL	SUCTION	VENT	DIP
SUPER	1	6000 GAL	4" ϕ	1 1/2" ϕ	2" ϕ	2" ϕ
SUPER	2	2000 GAL	4" ϕ	1 1/2" ϕ	2" ϕ	2" ϕ
REGULAR	3	2000 GAL	4" ϕ	1 1/2" ϕ	2" ϕ	2" ϕ
DISTILLATE.	4	1000 GAL	4" ϕ	1 1/2" ϕ	2" ϕ	2" ϕ

REFERENCE DRAWINGS

THIS DRAWING IS TO BE READ IN CONJUNCTION
WITH DRAWING NO.

B7613 WORKING DRAWINGS
B7614 GENERAL DETAILS
B7615 ELECTRICAL

THIS PLAN ALSO TO BE READ IN CONJUNCTION WITH
SPECIFICATION & ALL OTHER RELEVANT PLANS
AS LISTED IN SPECIFICATION

NOTE

CONCRETE JOINTS SHOWN THUS

EXISTING LEVELS SHOWN THUS + 90.10

FINISHED LEVELS SHOWN + FL 102.90

CONTRACTOR TO CHECK WITH COUNCIL & D.M.R.
RE-FINISHED STREET ALG. LEVELS & CONSTRUCT
THERE TO.

SHOULD ANY DISCREPANCY OCCUR BETWEEN LEVELS
SHOWN & COUNCIL LEVELS, CONTRACTOR TO NOTIFY
D.P. ENGINEER PRIOR TO COMMENCEMENT OF WORKS

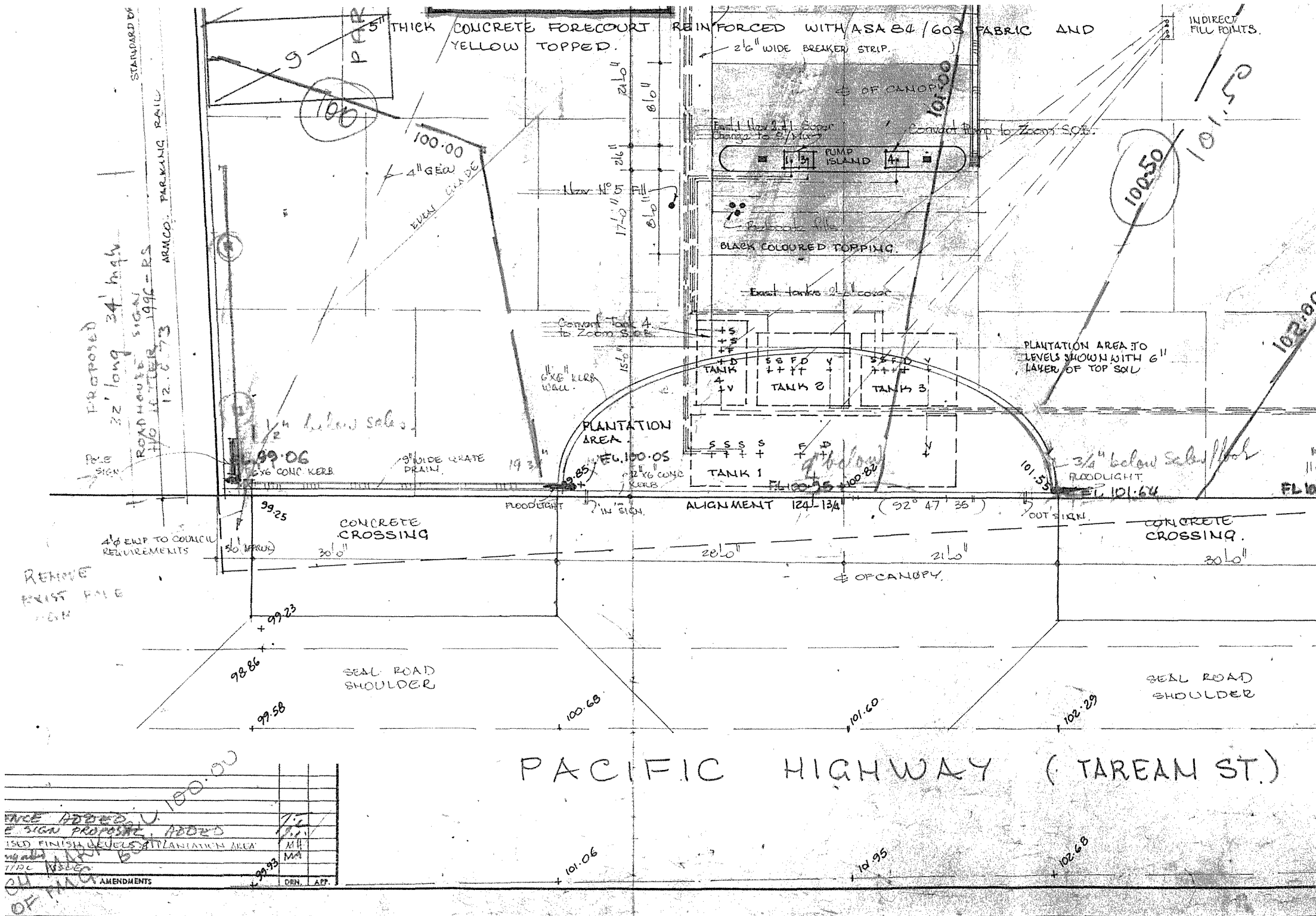
SLAB AREA NOT TO EXCEED 400 SQ. FT.

EVEN GRADE REQUIRED BETWEEN LEVELS

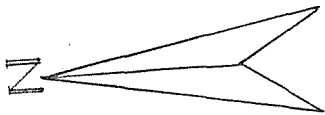
BREAKER STRIPS TO BE WIDTH SHOWN ON DWG X 5" THICK,
NO REINFORCEMENT TO BE USED.

CONTRACTOR TO CHECK ALL DIMENSIONS ON SITE
PRIOR OF COMMENCEMENT OF WORK.

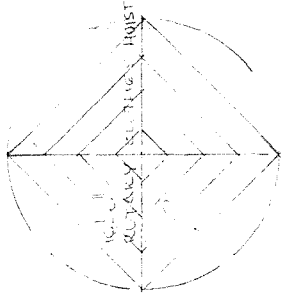
ALIGNMENT 157.50' (120.00')



BOUNDARY 132'-0" (90° 00')



ALLOW FOR 100'-0" ABSORPTION
TRENCH TO COUNCILS REQUIREMENTS



MONITOR 440 GAL
SEPTIC TANK

NOTE: TANK LEVEL
COLLECTION
FROM AUL DOB

SEWAGE, GUL CONC
WATER TANK & CUL

LYSAGES TANK & STAND FUR
1000 G I STORAGE (WATER)
TANK

FL 101.00

BATTERY 1 1/2 IN NATURAL
GROUND LEVEL

1 1/2" WIDE SHOULDER

OIL STORE

LUBE BAY

RAMP DOWN
1 IN G TO
NATURAL LEVELS

GREASE
ARRESTOR AT

3" WIDE CONC
PATH

CONC. STEPS

1 1/2" WIDE SHOULDER

AC. ELEV.

101.1

ST

4 P.

FL 101.50

STAIRS

SHEDDING

DISPENS. COUNTER

REFRIGERATOR

CAFE

RESIDENCE FL. 1175

COOL RM.

SHEDDING

WC

LDRY

TUBS

SHR. RM.

TYPE

VANITY

STOVE

BENCH

SINK

KITCHEN

STORE

SHEDDING

WC

LDRY

TUBS

SHR. RM.

TYPE

VANITY

STOVE

BENCH

SINK

KITCHEN

STORE

SHEDDING

WC

LDRY

TUBS

SHR. RM.

TYPE

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SHEDDING

WC

LDRY

TUBS

SHR. RM.

TYPE

VANITY

STOVE

BENCH

SINK

KITCHEN

STORE

SHEDDING

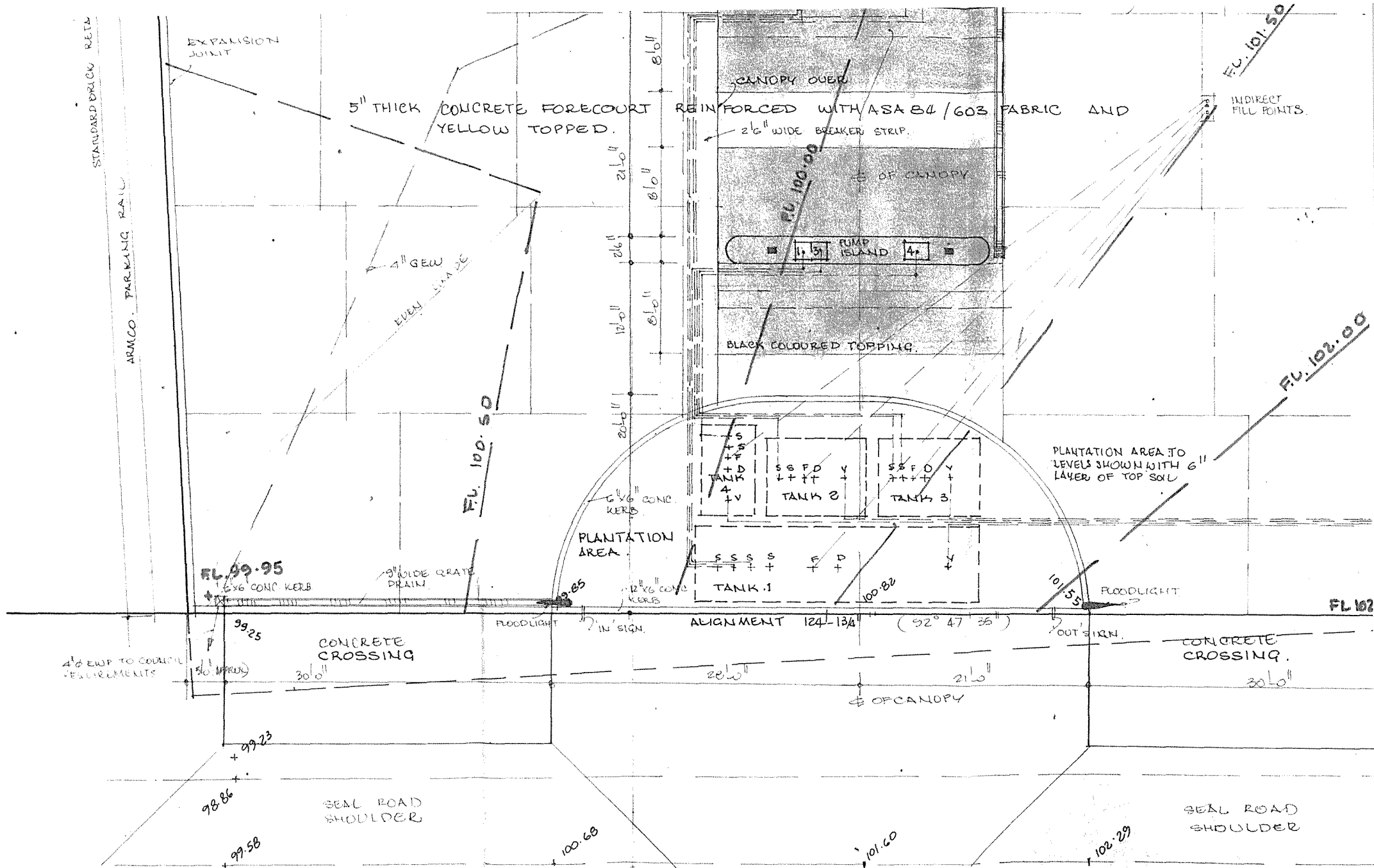
WC

LDRY

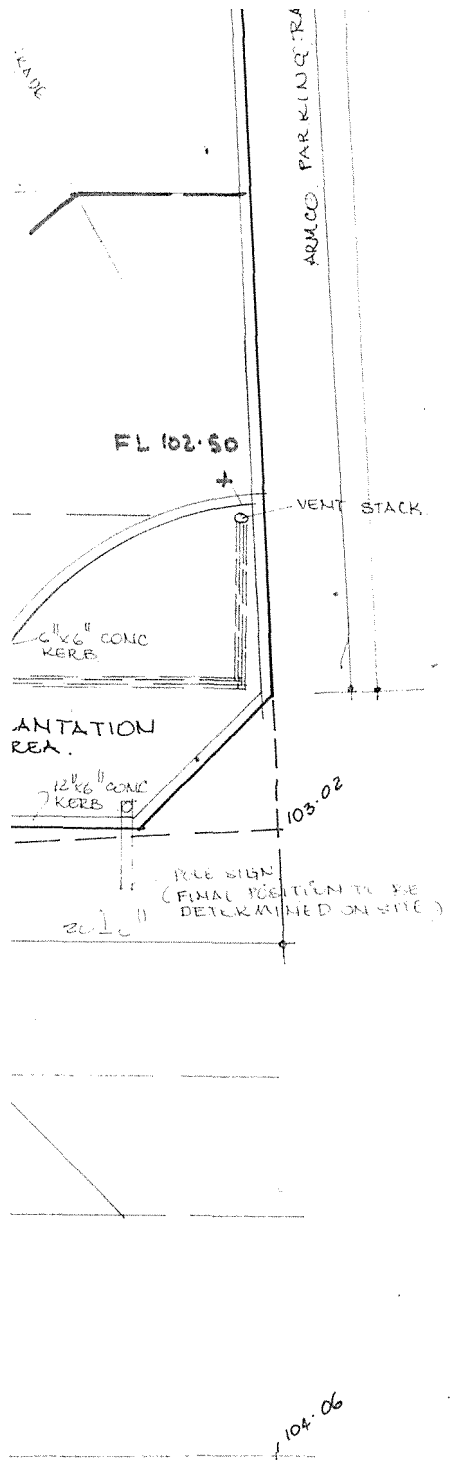
TUBS

SHR. RM.

TYPE



PACIFIC HIGHWAY (TAREAN ST.)



VARHUNG
CUMMAY

PROPOSED SERVICE
STATION, CAFE & RESTAURANT
CNR PACIFIC HWY
VARHUNG ST.
KARUAH NII

SITE TANK
PAVING PLAN



SCHEDULE :

JO	SIZE	PIPE			
		FILL	SUCTION	VENT	DIP
1	6000 GAL	4" ϕ	1 1/2" ϕ	2" ϕ	2" ϕ
2	2000 GAL	4" ϕ	1 1/2" ϕ	2" ϕ	2" ϕ
3	2000 GAL	4" ϕ	1 1/2" ϕ	2" ϕ	2" ϕ
4	1000 GAL	4" ϕ	1 1/2" ϕ	2" ϕ	2" ϕ

3. DRAWINGS

BE READ IN CONJUNCTION

AWINGS
DETAILS
C

READ IN CONJUNCTION WITH
C OTHER RELEVANT PLANS
IFICATION

NOTE

CONCRETE JOINTS SHOWN THUS

EXISTING LEVELS SHOWN THUS + 90.10

FINISHED LEVELS SHOWN + FL 102.90.

CONTRACTOR TO CHECK WITH COUNCIL & D.M.R.
RE-FINISHED STREET AUG. LEVELS & CONSTRUCT
THERETO.

SHOULD ANY DISCREPANCY OCCUR BETWEEN LEVELS
SHOWN & COUNCIL LEVELS, CONTRACTOR TO NOTIFY
DE ENGINEER PRIOR TO COMMENCEMENT OF WORKS

SLAB AREA NOT TO EXCEED 400 SQ. FT.

EVEN GRADE REQUIRED BETWEEN LEVELS.

BREAKER STRIPS TO BE WIDTH SHOWN ON DWG X 5" THICK,
NO REINFORCEMENT TO BE USED.

CONTRACTOR TO CHECK ALL DIMENSIONS ON SITE
PRIOR OF COMMENCEMENT OF WORK.

NEPTUNE SERVICE STATION - NEW PACIFIC
 HIGHWAY HARBOUR FOR BOWEN & GREY
 STEPHENSON & TURNER ARCHITECTS 1/12/63

4-5-64

BITUMEN
 CROSSING

71' 10 5/4" IK
 BOUNDARY

30' 0"

26' 0"

PHYSICAL BARRIER

92' 0"

91' 7"

GRAVEL DRIVEWAY

LOBBY PARKING AREA

90' 7"

SECTION 1-1

APPROXIMATE EXISTING
 GROUND LINE

DOWNLINE CARRIAGE ROADS
 TO STORAGE TANKS SUPPORTED
 ON TIMBER BEAM

FLOOR LINE R/L 15' 0"

FLOOR LINE R/L 8' 0"

METAL ROOF DECK
 SLOPE 1" IN 12"

KITCHEN EQUIPMENT
 INCLUDED IN ROOF

JM Environments



COOKS HILL NSW 2300
ABN 67 166 341 288



Appendix E

Port Stephens Council Records

Telephone Inquiries:
MS A J GALE
File No: 16-2005-844-1
Parcel No: 18271
Det Code: ac

Dear Sir/Madam,

**Re: NOTICE OF DETERMINATION OF DEVELOPMENT APPLICATION
Environmental Planning and Assessment Act, 1979.**

Pursuant to section 80(1) of the Environmental Planning and Assessment Act, notice is hereby given of the determination by the consent authority of the Application No. 16-2005-844-1.

Date of Determination & Date from which Consent operates: **1 September, 2005**
Proposed Development: **Minor Alterations to existing Restaurant**
Property Description: **LOT: 1 DP: 507141**
143 Pacific Highway KARUAH

The Application has been determined by granting consent including other approvals as detailed in Schedule 1 and subject to conditions in Schedule 2. The reasons for the imposition of such conditions are set out in Schedule 4.

Should you wish you may seek to have this Consent reviewed by Council. Arrangements for this review must be made within twelve (12) months of determination date.

If you have any further inquiries regarding this consent, please contact Council's Sustainable Development Department at your convenience.

s faithfully

GRD MANAGER
SUSTAINABLE PLANNING
per:

SCHEDULE 1

APPROVAL UNDER SECTION 78A (3)

1. Nil required.

SCHEDULE 2

CONDITIONS OF APPROVAL

1. The development is to be carried out in accordance with the approved plans and documentation submitted with the application set out in Schedule 3, except as modified by the conditions of this development consent or as noted in red by Council on the approved plans.
2. Failure to comply with the conditions of consent constitutes a breach and on the spot fines may be issued under the Environmental Planning & Assessment Act 1979 and or the Protection of the Environment Operations Act 1997.
3. The fit out of food preparation, storage and service areas are to be designed and constructed to comply with standard 3.2.3 of the Australia New Zealand Food Standards Code and Australian Standard AS 4674-2004 for the construction and fitout of food premises in particular with reference to the following:-

Coffee Machine Waste

Waste drainage from the coffee machine shall be conveyed to the sewer by approved concealed means.

Cleaners Sink

A cleaners sink shall be provided with hot and cold water connected thereto, through a common mixing spout.

A hand wash basin with hot and cold water dispensed via a common mixing spout is to be provided in a convenient location within the bar. Hands free taps are to be provided.

Hands free taps are to be provided to the existing hand wash basin within the food preparation area.

Coving is to be provided at the wall/floor intersections of the food preparation areas, integral to the surface finish of both the floor and the wall in such a manner so as to form a continuous uninterrupted surface.

It is noted that there is no fixed ceiling over the servery area. Ensure all infill panels are fully sealed to restrict access for dust and vermin.

Replace any missing or broken ceiling light covers.

The ceiling requires painting in a light coloured gloss paint

The Food Surveillance Officer shall be given 48 hours notice to inspect the premises prior to commencement of the business.

Prior to occupation the business is to be registered with Council.

SCHEDULE 3 – APPROVED PLANS AND DOCUMENTATION

Statement of Environmental Effects prepared by Applicant
Stamped plans numbered Serv 2/Karuah-4 prepared for Poseidon Greek Taverna & Seafood Restaurant

SCHEDULE 4

REASONS FOR CONDITIONS

The conditions to approval are made in accordance with Section 80A of the Environmental Planning and Assessment Act, 1979; and are consistent with the aims and objectives of: Council's Tree Preservation Order; and the provisions of the Port Stephen's Local Environmental Plan 2000 and ensure compliance with the Local Government Act.

RIGHT OF APPEAL

Section 97 of the Act confers on an applicant who is dissatisfied with the determination of a consent authority a right of appeal to the Land and Environment Court. This right of appeal is only valid for 12 months from the date of the consent.

NOTES:

- (1) To ascertain the date upon which the consent becomes effective refer to Section 83 of the Act.
- (2) To ascertain the extent to which the consent is liable to lapse refer to Section 95 of the Act.

Telephone Enquiries:
MR B D GARDINER
File No: 16-2014-799-1
Parcel No: 18271
26 June, 2015



Dear Sir/Madam,

Attached is the determination of the application which you submitted to Council. It contains details of the land to which it applies, the proposed works or activities and both conditions and advices. It is suggested that you read the consent carefully and ensure that you fully understand its contents.

If however, you require clarification of any of the information provided please do not hesitate to contact Council's Development Services Group for assistance and explanation.

Yours faithfully

Brett Gardiner
Senior Development Planner



Web: www.portstephens.nsw.gov.au

Telephone Enquiries:
MR B D GARDINER
File No: 16-2014-799-1
Parcel No: 18271
Det Code: accl

██████████
143 TAREAN ROAD
KARUAH NSW 2324

Dear Sir/Madam,

NOTICE OF DETERMINATION OF DEVELOPMENT APPLICATION
Environmental Planning and Assessment Act, 1979.

Pursuant to section 80(1) of the Environmental Planning and Assessment Act, notice is hereby given of the determination by the consent authority of the Application No. 16-2014-799-1.

Date of Determination & Date from which Consent operates: **23 June, 2015**
Proposed Development: **Change of Use**
Property Description: **LOT: 1 DP: 507141**
254 Tarean Road KARUAH

The Application has been determined by granting consent including other approvals as detailed in Schedule 1 and subject to conditions in Schedule 2. The reasons for the imposition of such conditions are set out in Schedule 4.

Should you wish you may seek to have this Consent reviewed by Council. Arrangements for this review must be made within six (6) months of determination date.

If you have any further inquiries regarding this consent, please contact Council's Development Services Group at your convenience.

Yours faithfully

Brett Gardiner
Senior Development Planner

Phone: 02 4980 0213 Mob: 0417 474 901
Email: brett.gardiner@portstephens.nsw.gov.au
Web: www.portstephens.nsw.gov.au

SCHEDULE 1

APPROVAL UNDER SECTION 78A (3)

Nil required.

SCHEDULE 2

CONDITIONS OF CONSENT

CONDITIONS THAT IDENTIFY APPROVED PLANS AND LIMITATIONS OF CONSENT

1. The development must be carried out in accordance with the following plans and documentation and endorsed with Council's stamp, except where amended by other conditions of this consent:

Plan Title	Plan Ref. No.	Date	Drawn By
Proposed Caretakers Residence (as amended in red)	A.14-10	Feb '14	D. Mitsopoulos & Associates Pty Ltd

In the event of any inconsistency between conditions of this consent and the drawings/documents referred to above, the conditions of this consent prevail. If there is any inconsistency between the plans and documentation referred to above the most recent development shall prevail to the extent of any inconsistency.

CONDITIONS TO BE SATISFIED PRIOR TO THE ISSUE OF THE CONSTRUCTION CERTIFICATE

2. A construction certificate is to be obtained for all outstanding building works.

CONDITIONS TO BE SATISFIED DURING THE DEMOLITION, EXCAVATION AND CONSTRUCTION PHASES

3. Demolition work shall be carried out in accordance with the provisions of Australian Standard AS2601:2001 The Demolition of Structures.
4. All work must be carried out in accordance with the requirements of the Building Code of Australia (National Construction Code).
5. In the case of residential building work for which the Home Building Act 1989 requires there to be a contract of insurance in force in accordance with Part 6 of that Act, that such a contract of insurance is in force before any works commence.

6. Residential building work within the meaning of the *Home Building Act 1989* must not be carried out unless the Principal Certifying Authority for the development to which the work relates (not being the Council) has given the Council written notice of the following information:
 - a) In the case of work for which a principal contract is required to be appointed:
 - i. the name and licence number of the principal contractor, and
 - ii. the name of the insure by which the work is insured under Part 6 of that act
 - b) in the case of work to be done by an owner-builder:
 - i. the name of the owner-builder, and
 - ii. if the owner builder is required to hold an owner-builder permit under that Act, the number of the owner-builder permit.
7. It is the responsibility of the applicant to erect a PCA sign and to ensure the PCA sign remains in position for the duration of works.
8. During excavation, demolition and construction phases, no building materials, plant or the like are to be stored on the road or footpath without written approval being obtained from Council beforehand. The pathway shall be kept in a clean, tidy and safe condition during building operations. Council reserves the right, without notice, to rectify any such breach and to charge the cost against the person having the benefit of the development consent/owner/builder, as the case may be.
9. All builders' refuse, spoil and/or material unsuitable for use in landscape areas shall be removed from the site on completion of the building works.

CONDITIONS TO BE SATISFIED PRIOR TO ISSUE OF AN OCCUPATION CERTIFICATE

10. Prior to the issue of the Occupation Certificate, the Principal Certifying Authority shall be satisfied that the units either have access to an external clothes line located in common open space or have a mechanical clothes dryer installed.

SCHEDULE 4

REASONS FOR CONDITIONS

The conditions to approval are made in accordance with Section 80A of the Environmental Planning and Assessment Act, 1979; and are consistent with the aims Council's Tree Preservation Order; and the provisions of the Port Stephen's Local Environmental Plan 2000 and ensure compliance with the Local Government Act.

RIGHT OF APPEAL

Section 97 of the Act confers on an applicant who is dissatisfied with the determination of a consent authority a right of appeal to the Land and Environment Court. This right of appeal is only valid for six (6) months from the date of the consent.

NOTES:

- (1) To ascertain the date upon which the consent becomes effective refer to Section 83 of the Act.
- (2) To ascertain the extent to which the consent is liable to lapse refer to Section 95 of the Act.

Telephone Inquiries:
Development & Building Section
Please Quote File No:
16-2000-1784-1



Dear Sir/Madam,

Re: NOTICE OF DETERMINATION OF DEVELOPMENT APPLICATION
Environmental Planning and Assessment Act, 1979.

Pursuant to section 80(1) of the Environmental Planning and Assessment Act, notice is hereby given of the determination by the consent authority of the Application No 16-2000-1784-1.

Date of Determination & Date from which Consent operates: **13 December, 2000**
Proposed Development **Land Fill (Recreational Area)**
Property Description: **Lot 1, DP 507141, No 143 Pacific Highway, Karuah**

The Application has been determined by granting consent including other approvals as detailed in Schedule 1 and subject to conditions in Schedule 2. The reasons for the imposition of such conditions are set out in Schedule 3.

Should you wish you may seek to have this Consent reviewed by Council. Arrangements for this review must be made within twenty eight (28) days of determination date.

If you have any further inquiries regarding this consent, please contact Council's Sustainable Development Department at your convenience.

Yours faithfully

Pamela Westing

PAMELA WESTING
MANAGER SUSTAINABLE DEVELOPMENT

Per:
tw:ab



SCHEDULE 1

APPROVAL UNDER SECTION 78A (3)

1. Nil required.

SCHEDULE 2

CONDITIONS OF APPROVAL

1. The development shall take place in accordance with the plans and documentation submitted with the application.
2. No filling or debris is to be placed within any watercourse or drain.
3. Only clean uncontaminated material shall be used for the landfilling.
4. Filling shall not obstruct any natural stormwater flowpath or water drainage system. Neither shall the fill encroach any adjoining property.
5. All disturbed areas shall be stabilised within 14 days of completion of the filling operations with grass cover by either turfing or seeding.
6. Erosion control measures shall be put in place to prevent the movement of soil by wind, water or vehicles onto any adjoining property, drainage line, easement, natural watercourse, reserve or road surface, in accordance with Department of Housing guidelines, "Managing Urban Stormwater, or similar reference.

SCHEDULE 3

REASONS FOR CONDITIONS

The conditions to approval are made in accordance with Section 80A of the Environmental Planning and Assessment Act, 1979; and are consistent with the aims and objectives of: Council's Tree Preservation Order; and the provisions of the Port Stephen's Local Environmental Plan 1987 and ensure compliance with the Local Government Act.

RIGHT OF APPEAL

Section 97 of the Act confers on an applicant who is dissatisfied with the determination of a consent authority a right of appeal to the Land and Environment Court. This right of appeal is only valid for 12 months from the date of the consent.

NOTES:

- (1) To ascertain the date upon which the consent becomes effective refer to Section 83 of the Act.
- (2) To ascertain the extent to which the consent is liable to lapse refer to Section 95 of the Act.
- (3) It should be noted that this Development Consent is for a period of five years and unless the development is substantially commenced within that period, the approval will lapse. Any works approved under must be substantially physically commenced prior to the lapsing of Development Consent. If in any doubt in respect to this matter, please contact Council's Development and Building Section so that the issue may be discussed to ensure that the consent does not lapse whilst a construction certificate is current upon the land



Port Stephens Shire Council

COUNCIL CHAMBERS RAYMOND TERRACE

Mr P Galanis
Shell Service Station
143 Pacific Highway
KARUAH 2324

P.O. Box 42 Raymond Terrace N.S.W. 2324
Telephone 87 3122 Area Code: 049

Telephone Enquiries: Planning Dept.

Our Ref: P9/1/5/2177

Your Ref:

Environmental Planning and Assessment Act, 1979

NOTICE TO APPLICANT OF DETERMINATION OF A DEVELOPMENT APPLICATION

To: Mr P Galanis, Shell Service Station,
of: 143 Pacific Highway, Karuah,
being the applicant in respect of development application no. 2177.

Pursuant to section 92 of the Act notice is hereby given of the determination by the consent authority of the development application no. 2177,
for: 18 Unit Motel and Manager's Residence,
at: Lot 1, DP 507141, Pacific Highway, Karuah.

The development application has been determined by:-

~~*(a) / granting of consent unconditionally /~~

*(b) granting of consent subject to the conditions specified in this notice;

~~*(c) / refusing of consent /~~

The conditions of the consent are as set out in schedule 1.

The reasons for the imposition of the conditions/~~the refusing~~ are as set out in schedule 2.

Notes:

- (1) To ascertain the date upon which the consent becomes effective refer to section 93 of the Act.
- (2) To ascertain the extent to which the consent is liable to lapse refer to section 99 of the Act.
- (3) Section 97 of the Act confers on an applicant who is dissatisfied with the determination of a consent authority a right of appeal to the Land and Environment Court exercisable within 12 months after receipt of this notice.

Date of Endorsement: 2nd April, 1984

J W Walsh
SHIRE CLERK

SECTION 93:-

- (1) Subject to subsections (2) and (3), where a determination under section 91 is made by the granting of consent, the consent shall become effective and operate from -
- (a) except as provided in paragraph (b) - the date of consent that is endorsed, as prescribed, upon the notice referred to in section 92; or
 - (b) in the case of designated development to which any objection has been made under section 87 - the expiration of 20 days from the date of consent that is endorsed, as prescribed, upon the notice referred to in section 92.
- (2) Subject to subsection (3), where a determination under section 91 is made by the granting of consent or the granting of consent subject to conditions, and an appeal has been made under section 97 or 98, the consent -
- (a) shall cease to be, or shall not become, effective pursuant to subsection (1); and
 - (b) shall become effective and operate from the date of the decision on that appeal, except where that decision is to refuse development consent.
- (3) A consent referred to in subsection (1) or (2) is void and shall, except for the purposes of section 97 or 98, be deemed never to have been granted where -
- (a) an appeal under section 97 is dismissed and development consent is refused; or
 - (b) an appeal under section 98 is upheld, with the effect that development consent is refused.
- (4) Where a determination under section 91 is made by refusing consent or where an application is deemed by section 96 to have been so determined, and the decision on the appeal made pursuant to section 97 in respect of that determination has the effect of granting consent, the decision shall be deemed to be a consent granted under this Division and that consent shall be effective and operate from the date of that decision.

SECTION 97:-

- (1) An applicant who is dissatisfied with the determination of a consent authority with respect to his development application may appeal to the Court within 12 months after the date on which he received notice under section 92 in respect of that application or the date upon which that application is deemed to have been determined under section 96(1).
- (2) Where an appeal has been made under subsection (1) relating to a development application for consent to carry out designated development, each objector to that application shall be given notice by the consent authority of that appeal and shall, on application made to the Court in accordance with rules of court within 28 days after the date of the notice, be entitled to be heard at the hearing of the appeal as if he were a party to the appeal.
- (3) Where -
- (a) an appeal has been made under subsection (1) relating to a development application; and
 - (b) the concurrence of a Minister or public authority is required, as referred to in section 78, in relation to the application,
- that Minister or public authority shall be given notice by the consent authority of that appeal and shall, on application made to the Court in accordance with rules of court within 28 days after the date of the notice, be entitled to be heard at the hearing of the appeal as if he or it were a party to the appeal.
- (4) An appeal under subsection (1) relating to a development application for consent to carry out designated development in respect of which an objection has been made under section 87 shall not be heard by the Court until after the expiration of the time within which an objector may appeal to the Court under section 98.

SECTION 99:-

- (1) A consent granted under this Division to a development application shall lapse -
- (a) unless the development the subject of that consent is commenced -
 - (i) except as provided in subparagraph (ii) - within 2 years (or, if the consent authority so approves in accordance with subsection (3), 3 years) of the date upon which that consent becomes effective in accordance with section 93 (in this section referred to as "the prescribed date"); or
 - (ii) where within one year of the prescribed date a provision of an environmental planning instrument is made having the effect of prohibiting the development - within one year of the date upon which that provision comes into force; and
 - (b) where a notice referred to in subsection (5) is in force under subsection (6) - unless the development the subject of that consent is completed within the time specified in that notice.
- (2) For the purposes of subsection (1)(a) -
- (a) where development comprises the erection of a building or the carrying out of a work or the subdivision (involving physical work) of land (including where applicable, the subsequent use of that building when erected, that work when carried out or that land when subdivided) - that development is commenced when building, engineering or construction work relating to that development is physically commenced on the land to which the consent applies; or
 - (b) where development comprises the use of any land, building or work (not being a use referred to in paragraph (a)) - that development is commenced when the use of that land, building or work is actually commenced.
- (3) The consent authority may approve a 3 year period for the purposes of subsection (1)(a)(i) -
- (a) upon application being made in the prescribed form by the applicant or any other person entitled to act upon the consent, being an application made within 2 years of the prescribed date; and
 - (b) if the consent authority is satisfied that the applicant has shown good cause for the grant of the approval.
- (4) A person making an application under subsection (3), and dissatisfied with the determination of the application or the failure of the consent authority to determine the application within 40 days of its being made, may appeal to the Court, and the Court may determine the appeal.
- (5) Where development is commenced within the period specified in subsection (1) but is not completed within that period, the consent authority, at any time after the expiration of that period, may, subject to this section, issue a notice requiring completion of the development within such time (not being less than 12 months from the date of service of the notice) as the consent authority considers reasonable, having regard to all relevant circumstances including the nature of the development.
- (6) Subject to subsections (8) and (9), a notice issued under subsection (5) shall -
- (a) be in the prescribed form;
 - (b) take effect from the date when the notice is sent by post addressed to the owner of the land to which the consent applies; and
 - (c) operate according to its tenor.
- (7) The consent authority shall, on or as soon as practicable after the day on which the notice is sent to the owner referred to in subsection (6), send a copy of the notice to -
- (a) such person (if any) as are, in the opinion of the consent authority, likely to be disadvantaged by the issue of the notice; and
 - (b) such person (if any) as are referred to in the regulations for the purposes of this paragraph.
- (8) Within 3 months of the date upon which the notice takes effect, any person aggrieved by the notice may appeal to the Court, and the Court may determine the appeal.
- (9) The Court shall determine the appeal under subsection (8) by -
- (a) affirming the notice
 - (b) varying the notice by substituting a different time stipulation; or
 - (c) cancelling the notice.
- (10) The consent authority may extend the time stipulated in a notice issued under subsection (5) -
- (a) upon application being made in the prescribed form by the applicant or any other person entitled to act upon the consent, being an application made within the time so stipulated; and
 - (b) if the consent authority is satisfied that the applicant has shown good cause for the extension of the time.
- (11) A person making an application under subsection (10) and dissatisfied with the determination of the application or the failure of the consent authority to determine the application within 40 days of its being made, may appeal to the Court, and the Court may determine the appeal.

SCHEDULE 1:

FILE: P9/1/5/2177

- 1) A detailed plan of landscaping of the site is to be submitted to Council with the building application. (The plan is to include varieties, location & quantities.) Occupation of the building shall not take place until the landscaping is completed.
- 2) All driveways, turning areas & external carparking spaces are to be constructed in an acceptable all-weather material. Occupation of the building shall not take place until the carparking is completed and designated.
- 3) The applicant is to satisfy the requirements of the Hunter District Water Board. Prior to the occupation of the site a certificate stating that all the Board's requirements have been satisfied, must be lodged with Council.
- 4) A Tree Preservation Order is in force over the whole Shire, & the removal of or interference in any way with the trees existing upon your site, without the written consent of Council will nullify this consent.
- 5) The developer is responsible for full costs associated with any alteration or relocation to public utilities whether caused directly or indirectly by this proposal. Such utilities include water, sewerage, drainage, power, communications, kerb & gutter, etc.
- 6) That an area be set aside and signposted for "Truck Parking" for use by trucks which utilise the services of the Roadhouse and Service Station and Motel.
- 7) A stormwater drainage plan is to be submitted with the Building Application.
- 8) An indemnity form is to be completed by the applicant for works effected within the road reserve and is to be submitted with Building Application.
- 9) Access to the development shall be to the requirements of the Department of Main Roads. The proposed access location has restricted sight distance to the north and it is envisaged that the Department of Main Roads will require restricted access and road widening.
- 10) That a minimum of twenty (20) carparking spaces be provided and constructed in accordance with Condition 2 above.
- 11) Approval of the position of the Truck Parking area and access to be obtained from the Department of Main Roads and constructed to the satisfaction of the Shire Engineer.
- 12) Tradewaste storage area to be accessible to the contractor.
- 13) All waste from existing and proposed buildings to be conveyed by vehicles capable of being licensed as trade-waste vehicles to the Raymond Terrace depot.

SCHEDULE 1:

FILE: P9/1/5/2177

- 14) Applicant to liaise with Health and Building Department regarding programme for recycling recoverable materials.
- 15) Site of tradewaste storage area to be landscaped.
- 16) Full details of liquid waste disposal to be submitted to Council prior to lodging Building Application.
- 17) All kitchen cooking areas and food handling to comply with Council's Refreshment Room Code and the Pure Food Act, 1908, as amended.
- 18) The proposed managers residence is to be used in conjunction with the motel and in this regard occupation of the dwelling is not permitted until the motel has been completed to Council's satisfaction.

SCHEDULE 2:

Conditions 1 - 18 to comply with:- Council's Landscaping Requirements; Council's Carparking Requirements in accordance with the Development Control Plan for Parking Matters; Requirements of the Hunter District Water Board; Council's Tree Preservation Order; Council's Stormwater Drainage and Roadworks Requirements; Requirements of the Department of Main Roads; Council's Garbage Storage Area Requirements; Council's Refreshment Code and the Pure Food Act, 1908, as amended; Council's Business and Industrial Code; and the provisions of the Deemed Environmental Planning Instrument for Port Stephens Shire.



Port Stephens Shire Council

COUNCIL CHAMBERS RAYMOND TERRACE

Mr P Galanis
Shell Service Station
Pacific Highway
KARUAH 2324

Planning
Dept
P9/1/5/2462

22 April, 1985

Dear Sir

Re: NOTICE OF DETERMINATION OF DEVELOPMENT APPLICATION
NO 2462
Environmental Planning and Assessment Act, 1979

Pursuant to section 92 of the Act notice is hereby given of the determination by the consent authority of the Development Application No 2462 for Extension and Renovation to Existing Service Station and Restaurant at Lot 1, DP 507141, Pacific Highway, Karuah.

The Development Application has been determined by granting of consent subject to the conditions specified in this notice. The conditions of the consent are as set out in Schedule 1. The reason for the imposition of the conditions are as set out in Schedule 2.

Notes:

- (1) To ascertain the date upon which the consent becomes effective refer to Section 93 of the Act.
- (2) To ascertain the extent to which the consent is liable to lapse refer to Section 99 of the Act.
- (3) Section 97 of the Act confers on an applicant who is dissatisfied with the determination of a consent authority a right of appeal to the Land and Environment Court exercisable within 12 months after receipt of this notice.

Yours faithfully

J W Walsh
SHIRE CLERK

SCHEDULE 2:

Conditions to comply with:- Council's Landscaping Code; Council's Carparking Requirements in accordance with the Development Control Plan for Parking Matters; Council's Garbage Storage Area Requirements; Council's Business and Industrial Code; Council's Advertising Sign Requirements; and the provisions of the Deemed Environmental Planning Instrument for Port Stephens Shire.