

ATTACHMENT A

“BREAKWATER ESTATE”, BREAKWATER DRIVE, TWO ROCKS

ADVICE TO BUYER/S

1. Zoning

The property is zoned “Rural Community Zone” under the City of Wanneroo District Planning Scheme No. 2. No subdivision or development shall be commenced or carried out otherwise than in conformity with the Special Provisions contained in Schedule 15 of the Scheme and an Agreed Structure Plan.

The purpose of the Rural Community Zone is to provide for the orderly and integrated subdivision and development of larger areas of land proposed for rural residential use, in a manner which maintains the environmental, vegetation and landscape characteristics of the locality.

The land within the Rural Community Zone may be used for rural-residential purposes, and no more than one residence shall be permitted on each lot.

Home Business Categories 1, 2 and 3, and Ancillary Accommodation may be permitted at the discretion of the City of Wanneroo.

Definitions:

- 1) Rural residential means a land use where land is utilised primarily for residential purposes in a rural landscape but often also for some form of limited agricultural or rural use.
- 2) Home business categories 1, 2 and 3 are as defined in Clauses 4.6.1, 4.6.2 and 4.6.3 of the City of Wanneroo District Planning Scheme No.2.

2. Fire Management

- (a) Each lot owner shall maintain around their lot boundaries a 3m wide firebreak which shall be clear of all flammable materials between 30 November and 31 May.
- (b) Each lot owner shall maintain a 30m wide building protection zone around all buildings on the lot as per the following standards:
 - (i) The first 5m being clear of flammable materials
 - (ii) All logs and tree debris shall be removed from the building protection zone
 - (iii) Maintain bush fire fuels below a height of 50mm in the building protection zone

- (iv) Prune all branches 2m back from the eaves of all buildings
 - (v) Trees shall be spaced no closer than 15m apart in the building protection zone
 - (vi) No flammable materials shall be stored within 10m of a building
- (c) The brochure on bush fire strategies is to be handed to every prospective buyer.

3. Unexploded Ordnance (UXO)

The City of Wanneroo received advice from FESA in June 1999 as follows:
“UXO has completed an extensive Field Validation Study (FVS) of the subject area. The result of this FVS is such that no further action by the UXO Unit is required for this area and therefore has no objection for the proposed amendment No. 837 Lots 201 and 202 Breakwater Drive”.

In 2003 discussion with the field operations officer of FESA confirmed that FESA had already conducted a field evaluation study of Lot 201 which indicated no evidence of high explosives. He advised, there is no requirement for additional on site investigation searching of Lot 202 and no requirement for future action regarding UXO's. In the event that a single UXO is found on the site it would be likely to be a one off event as the land is outside (1 km. west) of the identified impact zone.

The purchaser/s hereby confirm that they are aware that individual lot titles will contain memorials relating to UXO's.

4. Drainage/Stormwater Requirements

- (i) Soakwells are to be located no closer than 10m from all building foundations or lot boundaries
- (ii) Soakwells are to be located in sufficient depth of sand to allow infiltration
- (iii) Owners are encouraged to retain and plant native vegetation outside of strategic and lot firebreaks, drainage areas and building protection zones to assist in the attenuating nutrients generated by fertiliser applications' waste products and surface run-off.
- (iv) All water run-off on a lot is to be retained on site and no water run-off is permitted onto the road reserve. To achieve this objective the developer will or has already built bunds (barriers) along the lot frontage (where appropriate) to stop water running into a road reserve. The lot owner, when building a driveway, will be responsible for building a bund in it (or installing a suitably sized drainage structure) to stop water flowing along the driveway and onto the road reserve.

The drainage system has employed water sensitive design principles to ensure water conservation and maximum recharge to the groundwater system and avoid impacting on karstic structures.

5. Waste Water Disposal and Ground Water Quality

- (i) Each lot shall install an approved aerated treatment unit (ATU) for the disposal of effluent. The ATUs shall be installed no closer than 5m from all buildings and boundaries and be located where possible in areas of sand to avoid excavation of limestone areas.
- (ii) All bores and groundwater extraction shall be in accordance with the department of Water guidelines.
- (iii) Irrigation on the lot shall be only by way of sprinklers.

6. Water Supply

Each lot will be serviced by a reticulated water supply. All dwellings shall be connected to the reticulated water supply. If a buyer wishes to provide a supplementary water supply using rainwater tanks, those tanks shall be located within the building envelope unless otherwise approved by the City of Wanneroo.

7. Vegetation Clearing

No vegetation is to be cleared for any purpose other than the construction of dwellings, fences, driveways, firebreaks and to lower fuel levels around buildings or to allow the planting of endemic vegetation outside the building envelope.

The land is to be managed in such a manner as to avoid the land being laid bare of vegetation resulting in loose, wind erodible conditions. In particular, lots shall not be cleared of trees except where necessary to permit the construction of houses and outbuildings within the building envelope or where Council agrees that trees are dead or pose a hazard to safety.

8. Battle Axe Access

In the event that the Land has a battle axe access leg adjoining a battle axe leg to another property the Buyer shall at Settlement cause to be registered an easement in a form approved by the Seller to provide reciprocal rights of access.

9. Dividing Fences

The Buyer:

- (a) Covenants with the Seller that so long as the Seller remains registered as the proprietor of any land adjoining the boundaries of the property, the Buyer will not make any claim against the Seller for any contribution to the cost of erecting any dividing fences or wall under the provisions of the Dividing Fences Act or otherwise howsoever including any sums or liabilities which the Seller may have incurred with any adjoining owners;
- (b) Agrees that the provisions of this Clause may be pleaded by the Seller as an absolute bar to any action for relief or claim for compensation made by the Buyer against the Seller; and
- (c) Agrees to erect a dividing fence that is of a typical rural nature such as a post and wire strand fence.

10. Keeping of Horses, Livestock and Poultry

Council will only grant approval to the keeping of horses when it is satisfied that the site has been suitably fenced to protect trees and other vegetation requiring protection. Should a horse or horses be kept and damage is being caused to trees and other vegetation by the horse or horses, then Council may require that the horse or horses be removed from the lot until such time as improvements to the satisfaction of Council have been made to the fencing which is intended to protect the trees and other vegetation. The landowner will be required to rehabilitate, to the satisfaction of Council, any trees and other vegetation damaged by the keeping of horses on the property).

No more than one horse shall be permitted on any lot unless permitted by Council in consultation with the relevant government agencies.

The keeping of livestock and poultry for commercial purposes is prohibited.

11. Resurvey

The Seller makes no warranty in relation to the accurate location of any survey pegs which may be on the land and is not obliged to maintain any survey pegs marking the boundary of the property. The Buyer agrees to bear the cost of any replacement pegs or resurvey required to identify those boundaries.

12. Location of Buildings

All buildings must be built within the building envelopes in accordance with the Council's requirements. A building envelope cannot be changed without Council approval and additional work, to be undertaken by the Buyer, would be needed to secure any such approval. The Seller accepts no responsibility to relocate building envelopes and the Buyer agrees that they accept the building envelope's position as approved by Council.

The location of building envelope areas is to be justified by geotechnical testing to be carried out by the developer to the satisfaction of the Council in order to minimise impacts on karstic structures. Building envelopes have been located having due regard to existing stands of tuart and jarrah and rural landscape.

The developer will provide buyers with geotechnical reporting on the building envelopes for all lots.

13. Clarification, Modification and Exclusion of General Conditions

- a. Both the Seller and Buyer agree that for the purpose of Clause 3.2 of the General Conditions the "reasonable time before the Settlement Date" referred to shall be three (3) clear working days (not including either the day on which the transfer is received by the Seller or the day of settlement).
- b. Clauses 4.2, 9.1, 10 and 15 of the General Conditions shall not apply to this contract.

13.1 (a) It is agreed that Clause 7.5 of the General Conditions shall not apply and that land tax shall be adjusted between the Seller and the Buyer irrespective of the purpose for which the land has been purchased. Land tax shall be adjusted on the basis that the property is the only land of which the Seller is the owner within the meaning of the Land Tax Assessment Act 1976. If a separate land tax assessment is not issued for the property the land tax to be apportioned will be calculated in accordance with the following formula:

$$\frac{A \times B}{C}$$

Where:

A = land area of property

B = bulk assessment amount

C = land area in the bulk assessment

(b) The Buyer is aware that the Seller is a land developer and as a consequence receives a bulk assessment from the Office of State Revenue ("Bulk Assessment") for all land tax payable by the Seller in respect of its entire land holdings. Regardless of any clause in the general conditions that might otherwise oblige the Seller to pay land tax in relation to the property at or prior to settlement the Buyer acknowledges and agrees that the Seller will not be required to pay and land tax in respect of the property until the Seller has received its Bulk Assessment. The Seller undertakes to the Buyer to pay its Bulk Assessment within the timeframe stipulated for payment in the Bulk Assessment. The Buyer must pay the Buyer's proportion of Land tax at settlement.

13.2 Clause 16.2 of the General Conditions will not apply and the Buyer, having made its own enquiries, agrees not to make Requisitions on Title to the Seller who makes no representations and gives no warranties in relation to the property other than those specifically contained within this contract.

13.3 Clause 15 of the General Conditions will not apply and any error or misdescription in respect of the property will be dealt with as set out in Clause 15 of this Attachment.

14. Buyer's Acknowledgements

The Seller advises the Buyer and the Buyer acknowledges:

- a. That it is necessary for the Buyer to make application to the Department of Water before a bore or well can be constructed on the property;
- b. That the property is covered by the Lot 202 Breakwater Drive Two Rocks Structure Plan ("Structure Plan") which relates to the use and the management of the property, and that the Buyer is bound by and required to comply with the requirements of the Structure Plan and with the prevailing City of Wanneroo local planning scheme;
- c. That the Buyer has satisfied itself with respect to the physical characteristics of the property, including (but not limited to) soil types, levels, slopes and vegetation and any impacts including (but not limited to) building restrictions or costs which may result;

- d. That Aerobic Treatment Units (“ATU”) that are approved by the Health Department of Western Australia are required to treat on site waste water disposal;
- e. That the property is subject to a building envelope measuring no greater than 1500 sq. metres (most are approximately 1200 sq.m.) and that with the consent of the City of Wanneroo, the dwelling house must be constructed within the building envelope (details of which are shown on the attached plan). Building envelopes may only be modified subject to Council approval;
- f. The property is covered by the FESA publication “Bush Fire Stay or Go Kit” and a copy of the publication is attached to the offer;
- g. The Buyer must maintain a firebreak 3 metres wide, clear of all flammable materials around the inside of the boundaries of the property which must be kept clear between 30 November and 31 May the following year;
- h. The Buyer must maintain undeveloped portions of the building envelope as low fuel zone (i.e. mechanical fuel reduction by slashing or mowing weedy understorey – no burning permitted) this includes a 15 metre low fuel zone immediately surrounding buildings;
- i. With the intention of preventing overstocking or other practices detrimental to the amenity of the zone, the breeding or keeping of animals other than domestic pets is not permitted without the approval in writing of Council;
- j. Outside of the approved building envelope, only endemic vegetation may be planted (Endemic vegetation in this case being vegetation of the North Cottesloe Complex ref);
- k. No vegetation on any part of the property other than the area contained within the designated building envelope may be cleared for any purpose other than the construction of buildings, driveways, firebreaks and selective clearing to low fuel areas around buildings;
- l. That the Council may, at its discretion, vary the position of any required firebreak or building envelope to avoid the destruction of vegetation or other ways to take account of the physical features of the land, subject to the Buyer providing a certificate from a registered engineer that the area within the proposed new building envelope is geologically suitable for construction of a dwelling house. Special conditions/requirements may be imposed by Council in this regard;
- m. That the Structure Plan for the balance of the estate of which the property forms part is subject to on-going review by the Seller and its Agent. As such neither the seller nor its agent makes any representation or warranty to the Buyer in relation to any matter which may be the subject of a future Structure Plan revision or subdivision application, including but not limited to:
 - (i) Road configurations (which may include future roads connecting to the road which the property fronts at a point directly opposite the property);
 - (ii) The location, size and configuration of public open space areas; or

- (iii) Schools, residential or commercial areas not already existing.

By its execution of this offer the Buyer advises that it has satisfied itself as to the potential impacts on the property arising from future changes to the Structure Plan and any subdivision applications which may be lodged thereunder, including but not limited to traffic volumes on the street which the property fronts and other nearby street. The Buyer undertakes not to make an objection to any future revisions to the estate Structure plan or subdivision applications which may lodged by the Seller or its agent for approval with any relevant authority, and in the event that the Buyer does make an objection in contravention of this Clause, the Buyer constitutes the Seller to be the Buyer's proper and lawful attorney on its behalf to withdraw such objection.

- n. That, in the event that the land the subject of this offer is only a proposed residential lot to be created by subdivision:
 - (a) The Seller shall use its best endeavours to complete the subdivision of land of which the property forms part so as to create the property and achieve issuance of a separate Certificate of Title to the property;
 - (b) The time period referred to in clause 13.3 (a) (1) of the General Conditions for approval to a Subdivision Plan by the Western Australian Planning Commission is twelve (12) months;
 - (c) The Buyer shall not at any time prior to settlement of this Contract of Sale be entitled to caveat the property or any other property of which the property currently forms part;
 - (d) Notwithstanding the settlement date nominated in this Contract of Sale, settlement of the purchase of the property by the Buyer cannot proceed until the Certificate of Title to the property has issued. The Buyer acknowledges that house construction may not commence until after settlement has taken place and agrees that the Seller will not be responsible for any additional building costs that may result from settlement being delayed until the Certificate of Title to the property has been issued.

15. Errors and Misdemeanors

- a. In this clause:

Area	means the area of the property
Boundary	means any boundary of the property
Sales Plan	means the plan attached to this Contract or previously given to the Buyer which identifies the property; and

Subdivision Plan means the subdivision plan or diagram approved by the Titles Office as being in order for dealings on which the property is shown.

- b. If the area or a boundary shown on the Sales Plan varies by 10% or less from the area or a boundary shown on the Subdivision Plan the error or misdescription of the property will not annul the sale and nor will such variation entitle the Buyer to compensation.
- c. If the area or a boundary shown on the Sales Plan varies by more than 10% from the area or a boundary shown on the Subdivision Plan the Buyer may terminate the Contract by notice in writing to the Seller at any time prior to the settlement date.
- d. If the Buyer terminates the contract under Clause 14.3 the Seller must return the deposit to the Buyer and neither party shall have any claim against the other.
- e. If the Buyer does not terminate the Contract under Clause 14.3 within 14 days of becoming aware the Buyer will be deemed to be satisfied with the property and the error or misdescription of the property will not annul the sale and nor will the Buyer be entitled to compensation.

16. Assignment

- a. The seller is at liberty to assign its rights and obligations under this Contract.
- b. The Buyer may not assign its rights and obligations under this Contract without the prior written approval of the Seller, which may be withheld in its absolute discretion.

17. Entire Agreement

This document constitutes the entire agreement between the parties with respect to the subject matter of this document and contains all of the representations, warranties and agreements of the parties in relation to the subject matter of the document as at the date of this document, and each party acknowledges that it has not relied on any oral statement, representation, undertaking or agreement made on or before the date of this document relating to the subject matter of this document which is not contained in this document.

18. Encumbrances

The Land is sold subject to all Title Restrictions, restrictive covenants, easements, memorials and notifications which are recorded on the Plan of Subdivision and certificate of title to the Land.

19. Definitions

In this Contract unless the context otherwise requires:

“Building Envelope” means the area pegged by the developer in the property. Clearing outside the Building Envelope is prohibited apart from firebreaks, fences, access and servicing;

“Building Plans” means house design plans and specifications of the dwelling house and other structure, if any, proposed to be constructed on the property;

“Council” means the local authority being the City of Wanneroo;

“Document” means this contract as amended, varied or supplemented from time to time;

“Dwelling” means the dwelling house to be constructed by the Buyer on the property in accordance with Clause 1 of this Attachment.

“General Conditions” means the 2009 Joint Form of General Conditions for the Sale of Land.

“Parties” means the Seller and the Buyer according to this Contract;

“Plan of Subdivision” means the plan of subdivision the registration of which created the property as a separate lot;

“Settlement Date” is the day fourteen (14) days following the date of issue of a separate certificate of Title for the land, unless otherwise agreed on the Offer and Acceptance document;

“Seller” means Kincardine holdings Pty Ltd of Level 5, 83 South Perth Esplanade, South Perth, Western Australia.

BUYER

WITNESS

DATE

BUYER

WITNESS

DATE

SELLER

WITNESS

DATE