



## **Additional LATE REPORT TO COUNCIL**

22 August 2017

**Additional Late Report to Council**

**Bundarra water Treatment Plant –  
Lot 1 DP 815912 – Land Acquisition**

**LATE REPORTS TO COUNCIL**

## Additional LATE REPORT TO COUNCIL

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22 August 2017

<b>Additional Late Report 1: Bundarra water Treatment Plant - Lot 1 DP 815912 – Land Acquisition</b> .....	Error! Bookmark not defined.
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# Additional LATE REPORT TO COUNCIL

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## REPORT TO COUNCIL

<b>Department:</b>	<b>Infrastructure &amp; Regulation</b>
<b>Submitted by:</b>	Director Infrastructure & Regulation
<b>Subject:</b>	Addition Late Report 1: Bundarra water Treatment Plant – Lot 1 DP 815912 – Land Acquisition

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### LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK

<b>Goal:</b>	3.4	Secure sustainable and environmentally sound water-cycle infrastructure and services
<b>Strategy:</b>	3.4.1	Maintain and renew water network infrastructure to ensure the provision of secure, quality and reliable drinking water supplies
<b>Principal Activity:</b>	3.4.1.1	Provide water supply

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### SUMMARY:

The purpose of this report is to recommend to Council a way forward to secure the tenure of the land upon which the Bundarra water treatment plant infrastructure is located.

### OFFICER'S RECOMMENDATION:

**That Council approve the purchase of Lot 1 DP 815912, being location of the Bundarra water treatment plant, for \$30,000 from the Anglican Diocese of Armidale, with Council and the Anglican Diocese of Armidale each meeting their own legal costs associated with conduct of the sale and the transfer of the title.**

### BACKGROUND:

Council's Bundarra Water Treatment Plant has been located on land at 100 Goldfinch Drive (**Lot 1 DP 815912**) owned by the Anglican Diocese of Armidale (ADA). A lease agreement was entered into in 2004 for the sum of \$10 per annum plus reimbursement for any Council rates and charges.

The lease expired in 2014, and in 2016 Council wrote to the ADA requesting an extension of 20 years for the lease or invitation to discuss the purchase by Council of the land.

The ADA advised that the purchase by Council of the land was the preferred option.

### REPORT:

Council has engaged a local consultant to provide a valuation for the site.

The valuation determined by the consultant is a market value of \$30,000.

## Additional LATE REPORT TO COUNCIL

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The ADA has confirmed that this value aligns with the value of the property that the ADA has listed in its property portfolio as per a recent revaluation exercise undertaken in the middle of last year.

On the 18 August 2017, the Registrar of the ADA has also subsequently advised that;

*The Corporate Trustees of the Diocese of Armidale would be willing to sell 100 Goldfinch Street Bundarra to the Uralla Shire Council for \$30,000 plus costs and GST should this be payable on the sale of the land.*

*We respectfully request that the Diocese's offer be placed before the Council when it meets 22 August.*

The sale of the property at \$30,000 is supported by the valuations received by Council and the ADS. As per most property transactions, both the buyer and seller should meet their own legal costs in effecting the sale and transfer of the title.

### KEY ISSUES :

- Currently no formal lease arrangements are in place with the owner – insecure tenure.
- The acquisition of the land is desirable given the important function of the infrastructure located on the land.

### COUNCIL IMPLICATIONS:

1. **Community Engagement/ Communication (per engagement strategy):** N/A
2. **Policy and Regulation:** N/A
3. **Financial (LTFP):** Purchase price plus costs should be less than the amount budgeted for the purchase at \$35,000.
4. **Asset Management (AMS):** N/A
5. **Workforce (WMS):** N/A
6. **Legal and Risk Management:** Provides for tenure certainty.
7. **Performance Measures:** N/A
8. **Project Management:** N/A

Prepared by staff member:

Terry Seymour, Director Infrastructure & Regulation

Approved/Reviewed by Manager:

Director Infrastructure & Regulation

Department:

Infrastructure & Regulation

Attachments:

- A Email from the Registrar providing offer of sale details dated 18/8/17
- B Valuation Report dated 14 March 2017
- C Lease documents from 2004
- D Letter from Council to ADA dated 17 October 2016 and attachments

## Melody Styles

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**From:** Terence Seymour  
**Sent:** Tuesday, 22 August 2017 9:52 AM  
**To:** Melody Styles  
**Subject:** FW: 100 GOLDFINCH STREET BUNDARRA

**Importance:** High

**From:** Registrar [<mailto:registrar@armidaleanglicandiocese.com>]  
**Sent:** Friday, 18 August 2017 12:01 PM  
**To:** Terence Seymour  
**Subject:** 100 GOLDFINCH STREET BUNDARRA  
**Importance:** High

Terry,

Tried to reach you a little earlier by telephone but alas you were not available.

The Corporate Trustees of the Diocese of Armidale would be willing to sell 100 Goldfinch Street Bundarra to the Uralla Shire Council for \$30,000 plus costs and GST should this be payable on the sale of the land.

We respectfully request that the Diocese's offer be placed before the Council when it meets 22 August.

Ron Perry  
Registrar  
Diocese of Armidale  
6772 4491

## VALUATION REPORT

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100 GOLDFINCH STREET BUNDARRA NSW 2359

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### INSTRUCTING PARTY

URALLA SHIRE COUNCIL

**Client Name:** Uralla Shire Council

### RELIANT PARTY

Uralla Shire Council

### VALUATION PURPOSE

Market Assessment

### VALUATION DATE

14 March 2017

### INSPECTION DATE

14 March 2017

### MVS REFERENCE

10583735

### MVS OFFICE USE ONLY

170097A

### MVS New England & North West Pty Ltd

**Address:** 111 Faulkner Street , Armidale, NSW, 2350

**Phone:** (02) 6772 9644 **Fax:** (02) 6772 8400

**Email:** admin.armidale@mvsvaluers.com.au

**ABN:** 38 605 231 855

100 GOLDFINCH STREET BUNDARRA NSW 2359

MVS Reference: 10583735



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## PROPERTY ADDRESS

100 GOLDFINCH STREET BUNDARRA NSW 2359

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### 1. INSTRUCTIONS

**Instructing Party:** Written instructions have been received from URALLA SHIRE COUNCIL to undertake a valuation on behalf of Uralla Shire Council.

**Instructing Contact:** Terry Seymour

**Reliant Party:** Uralla Shire Council.

**Report Purpose:** Market Assessment Purposes.

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### 2. TITLE DETAILS

**Legal Description:** Lot 1, Deposited Plan 815912.

**Registered Proprietor:** The Corporate Trustees of the Diocese of Armidale

**Encumbrances / Restrictions:** Property benefits from a positive easement for access & maintenance of a water pipeline which extends north 600m to the Gwydir River.

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### 3. PLANNING

**Current Use:** Commercial

**LGA:** Uralla Shire Council

**Zoning:** RU1 Primary Production

**Planning Instrument:** Uralla Local Environmental Plan 2012

**Zoning Effect:** PLEASE NOTE: This valuation assumes vacant land in accordance with instructions from Uralla Shire Council. It is also assumed that a single residential dwelling is permitted subject to council approval.

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#### 4. LOCATION DETAILS

- Location:** The subject property is located on the south eastern fringe of Bundarra, 3.5 kms from the post office. Bundarra is a small rural town of 400 people offering minimal goods and services. Inverell is the nearest major centre approx 47 km to the north, with Armidale approx 86 km southeast. The village exists to service the surrounding rural community.
- Neighbourhood:** The neighbourhood surrounding the property comprises principally rural residential holdings of a good standard and larger vacant land grazing holdings.

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#### 5. SITE DETAILS

- Site Area:** 1.163 Hectares
- Dimensions:** Square
- Site Description:** Level square shaped block. Satisfactory drainage noted. 2 small shallow earth dams to rear of site.
- Services:** Power connected to site. Town Water. Telephone available to site. Formed unsealed road frontage, Gravel Road shoulders.
- Site Identification:** Registered Proprietor, Cadastral Plan

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#### 6. IMPROVEMENTS (when applicable)

- Property Type:** Vacant Land
- Other Improvements:** Assumed to be vacant land only with two small dams to rear of site and fenced with agricultural fencing.
- Building Areas:**



## 7. PHOTOGRAPHS

The photographs used in this report have been taken at the date & time of inspection as per report, unless otherwise stated.



Description:Street View



Description:Front View



Description:Front View



Description:Front View



Description:Front View



Description:Streetscape

100 GOLDFINCH STREET BUNDARRA NSW 2359

MVS Reference: 10583735



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## 8. SALES DETAILS

### Current / Proposed Sale Details (when applicable)

**Price: Date:**

**Comment:** N/A

### Previous Sale Details (when known)

**Price: Date:**

**Comment:** N/A

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## 9. MARKET COMMENTS

The market conditions in Bundarra appear to be steady with a balanced number of properties for sale and available buyers. Purchase prices are currently stable.

**Selling Period:** 6-12 Months

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## 10. RECOMMENDED DOCUMENTS TO SIGHT

**CRITICAL** None noted

**GENERAL** None noted

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## 11. VALUATION METHODOLOGY

Sales Comparison Approach – Sales Comparison compares the subject property to sales of other relatively comparable properties with adjustments made for points of difference.

## 12. MARKET EVIDENCE

Address	Sale Date	Sale Price	Comment	Comparison
LOT 17 GOLDFINCH STREET BUNDARRA NSW 2359	21/06/2016	\$10,000	Vacant land on the southern bank of the picturesque Gwydir River fronting a large fishing hole approximately 4km south east of Bundarra. The site appears to be approximately 50% flood affected by Gwydir River, timbered, and sloping, and 50% cleared elevated land. Details of this sale are not entirely clear but it would be considered highly unlikely that the site had a dwelling entitlement. Site area of 1.95 ha.	Overall: Inferior. Land: Inferior. Improvements: Comparable. Location: Comparable. Services and access: Inferior. Site eligibility for a more dwelling entitlement: Inferior.
112 BARRABA ROAD BUNDARRA NSW 2359	18/06/2016	\$30,000	Situated on the western fringe of Bundarra village, in a corner position, comprising a mostly level and regular shaped allotment, improved with an old corrugated iron clad shed (ex-sawmill) of approx. 100sqm, plus old timber office and storage area (in poor condition), electricity and telephone connected, sealed road access, zoned RU1 Primary Production. Site area of 1.619ha.	Overall: Comparable. Land: Superior. Improvements: Superior. Location: Inferior. Condition: Inferior
17 TARGET HILL ROAD BUNDARRA NSW 2359	06/01/2016	\$150,000	Est. Age 1945 4 Bed, 1 Bath weatherboard / corrugated galvanised iron roof, in fair condition with large kitchen, separate lounge. Electric bore, town water. Having Double Carport. Land value analysed at \$40,000. Site area of 2.71 Ha.	Overall: Superior. Land: Superior. Improvements: Superior. Location: Inferior. Access and services: Superior.

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### 13. GENERAL COMMENTS

The subject site is presently utilized as the Bundarra Water Treatment works. Current improvements on site are a brick building of approximately 80 square metres housing pumping infrastructure with 20 square metre skillion, a small tower, a large round water tank, above and underground water piping and valves, and two shallow surface water storage dams.

Please Note: In accordance with instructions from Uralla Shire Council, the structural improvements on site (all excepting the earth dams) are TO BE EXCLUDED from this valuation determination and for the purposes of this report, the land is assumed to be eligible for a dwelling entitlement.

It is anticipated that the subject site, assuming vacant land would attract interest from purchasers because it is in a well regarded street, is a level site, has loamy river influenced soils and is within close proximity to the picturesque Gwydir River.

Please Note – Limited directly comparable sales have been identified in the subject area. The sales evidence included in this report has relied on some sales which are dated more than 3 months from the date of valuation, have a differing configuration to the subject property, and vary by more than 10%+/- . Sales from nearby and adjoining areas have also been considered. The limited current sales evidence available has caused a widening of the search criteria to include the most comparable sales information, adjusted for date, size and variations where necessary.

SELLING PERIOD : The subject property is within a market that is likely to require a selling period of greater than 6 months due to its isolated location. Extended selling periods in the subject area are not uncommon.

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**14. VALUATION ASSESSMENT**

**Interest Valued:** Fee Simple Vacant Possession  
**Valuation Component:** Existing

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**MARKET VALUE: \$30,000 (GST Free)**  
**Thirty Thousand Dollars**

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I hereby certify that I personally inspected this property on the date below and have carried out the assessments above as at that date. Neither I, nor to the best of my knowledge, any member of this firm, has any conflict of interest, or direct, indirect or financial interest in relation to this property that is not disclosed herein.

This Report is for the use of the party/s to which it is addressed for the abovementioned purpose only and is not to be used for any other purpose. No responsibility is accepted or undertaken to third parties in respect thereof. No responsibility is accepted or undertaken in the event that the party/s to which it is addressed use this Report for any other purpose apart from that expressly outlined above.

**Valuation Date:** 14 March 2017  
**Inspection Date:** 14 March 2017

**Firm:** **MVS New England & North West Pty Ltd**  
**Address:** 111 Faulkner Street , Armidale, NSW, 2350  
**Phone / Email:** (02) 6772 9644 / admin.armidale@mvsvaluers.com.au

**Valuer:** **Steven Broun**  
AAPI, CPV, Membership No. 68199



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Where this valuation report has been countersigned, the following is advised. The authorising signatory has not inspected the property and has not participated in the preparation of the report. Where the reporting valuer is not AAPI (CPV) the valuation and working papers have been reviewed and, based upon such review and appropriate questioning of the reporting valuer the authorising signatory is satisfied that the value opinion contained in the valuation has been reached by the reporting valuer is based on reasonable grounds. The opinion of the value expressed in this report has been arrived at entirely by the reporting valuer and not the authorising signatory.

**Authorised By:**

## 15. IMPORTANT NOTES AND QUALIFICATIONS

**RELIANT PARTY** Where there is no Reliant Party stated in this report, the Reliant Party is the Instructing Party.

**REPORT USE** The Reliant Party, in relying upon this report, does so, on the basis that they have read the entire report inclusive of any annexures, disclaimers and qualifications. The Reliant Party should ensure, prior to relying upon this report, that any unclear aspects of the report or possible incorrect information / assertions are referred to the valuer prior to placing any reliance upon the report. The Reliant Party shall jointly and severally Indemnify, hold harmless and hereby release MVS New England & North West Pty Ltd, its Director, employees and agents from and against any and all claims, liabilities, costs, expenses (without limitations) made or brought against or incurred by MVS New England & North West Pty Ltd at any time and in any way arising out of or relating to MVS New England & North West Pty Ltd, employees and agents acting on this valuation other than claims for gross negligence where the use of the valuation has corresponded with its Instructed purpose in conjunction with the specific disclaimers and qualifications; other than claims for gross negligence or intentional misconduct. The right of this indemnification shall be in addition to any other rights or immunities MVS New England & North West Pty Ltd its Directors, employees and agents may have by law contract or otherwise.

**THIRD PARTY DISCLAIMER** The report has been prepared for the private and confidential use of the Reliant Party only, and it must not be reproduced in whole or in part or relied upon for any other purpose than stated in the report, or relied upon by any other party without the express written authority of MVS New England & North West Pty Ltd. The valuer shall not have any liability to any party who does so. Other parties i.e. anyone other than the stated Reliant Party in the report, who may come into possession of this report are invited to seek written consent from MVS New England & North West Pty Ltd prior to relying on this report. Consent must not be sought from any other parties, including the Reliant Party. MVS New England & North West Pty Ltd and the valuer shall not have any liability to any other party who relies upon this report without written consent. MVS New England & North West Pty Ltd reserves the right to withhold consent or to review the contents of this report in the event that the consent of MVS New England & North West Pty Ltd is sought. MVS New England & North West Pty Ltd warning is registered here, that any party, other than those specifically named as the Reliant Party, should obtain their own valuation before acting in any way in respect of the subject property.

**SUPPLIED INFORMATION** The valuation is based on the instructions and subsequent information supplied containing a full disclosure of all information that is relevant. Whilst the valuer has attempted to obtain all necessary information and verify the material and data provided, the valuer and valuation firm do not accept any responsibility or liability whatsoever in the event the valuer has been provided with insufficient, false or misleading information.

**MARKET MOVEMENT & REPORT EXPIRY** This valuation is current as at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period (including as a result of general market movements or factors specific to the particular property). Liabilities for losses arising from such subsequent changes in value are not accepted by the Valuer or Valuation Firm. Without limiting the generality of the above comment, we do not assume any responsibility or accept any liability where this valuation is relied upon after the expiration of 3 months from the date of the valuation, or such earlier date if you become aware of any factors that have any effect on the valuation.

**DEFINITION OF MARKET VALUE** Market Value is defined as the estimated amount for which an asset or liability should exchange on the date of valuation, between a willing buyer and a willing seller in an 'arms length' transaction after proper marketing, wherein the parties had each acted knowledgeably, prudently and without compulsion.

**GST** Valuations of residential property are undertaken on the basis that GST is not applicable. This valuation is prepared on the assumption that the subject property does not constitute 'new residential premises' as defined by the Australian Tax Office. Further it is assumed that the subject property will transact as a residential property between parties not registered (and not required to be registered) for GST. The market valuation herein reflects a market transaction to which GST is not applicable. The Reliant Party to this report should satisfy itself of the GST position prior to placing any reliance on the report.

**NUMBER OF BEDROOMS IN SALES EVIDENCE** The number of bedrooms listed in the above sales schedule are either as recorded in available property sales databases or have been assumed by the Valuer. As we have not physically inspected the interior of the sales evidence quoted, we cannot guarantee the accuracy of the information provided.

## 15. IMPORTANT NOTES AND QUALIFICATIONS

**OUTSTANDING ORDERS** Where the property is subject to common facilities with levies in place for general expenses, repairs, maintenance and replacement of capital items the following is advised. Unless noted otherwise, this assessment is made upon the basis that there are no significant outstanding orders upon the Owners Corporation / Body Corporate or similar entity. The valuer is not aware of the current levies or any other special levies. This valuation is on the assumption that these levies are not overly excessive that they may impact upon the marketability or value of the property. This valuation assumes that any regular levies or special levies are at a level that a reasonable purchaser would not consider excessive to the point that they would withdraw their interest from the property or require a significant discount in the capital value/price of the property to proceed. The Reliant Party to this report should satisfy itself in this regard prior to relying upon this report.

**IMPROVEMENTS** This valuation assumes that all improvements have been constructed in accordance with the appropriate planning and building regulations in force at the time of construction, and that all appropriate approvals have been obtained from the relevant authorities. The valuation is made on the basis that there are no encroachments by or upon the property. If the Reliant party to this report has any concerns regarding encroachments they should be referred to a Registered Surveyor for advice or current survey report. The valuation assumes that all building works are legally approved and that no orders exist at the date of valuation requiring demolition or compliance works as prescribed by a relevant authority.

**LAND DIMENSIONS / AREA** Unless stated otherwise in this report, it is advised that the reporting valuer has not searched or been provided with a copy of any registered plans or survey and that any dimensions or land areas quoted in this report have been obtained from third party information sources and whilst every endeavour has been made to verify such information no responsibility for inaccuracy of any information provided and relied upon is accepted.

**TITLE SEARCH** Unless stated otherwise in this report it is advised that a copy of the current Title search has not been provided or searched. This valuation assumes clear title. Should any encumbrances, easements, leases or other restrictions not mentioned in this report be known or discovered then the valuation should be referred to the valuer for comment. The Reliant Party to this report should obtain legal advice in respect to any encumbrances on Title; should legal advice indicate that these notations have negative features; this valuation should be requisitioned for review. This valuation is made on the basis that the property is free of mortgages, charges and other financial liens.

**ENVIRONMENTAL** Whilst the land appears suitable for the existing use, no soil tests or environmental studies have been made available to the valuer. This valuation is on the basis that the property is not affected by any hazardous or unsafe materials or condition that adversely affects its existing utility or reduces its marketability. Should an environmental consultant's report indicate otherwise, then this valuation report is to be requisitioned for comment. In such a case, the valuer reserves the right to reconsider the findings herein. Comments on all areas of environmental concern, based upon superficial inspection, have been endeavoured. Upon superficial inspection of the site, no observations were made indicating any significant environmental problem/toxicity associated with the site. An actual Environmental Audit may reveal matters that affect this valuation herein that were not readily discernible at the time of inspection. The client acknowledges and recognises that the reporting valuer and MVS New England & North West Pty Ltd are not experts in identifying environmental hazards and compliance requirements affecting properties. This valuation is on the basis that no outstanding orders from any relevant statutory or regulatory body exist, and the valuer reserves the right to reconsider the findings, should this not be the case.

**BUILDING & CONSTRUCTION** This Valuation inspection and Report does not constitute a structural survey and is not intended as such. An inspection only of the exposed and readily accessible areas of the property has been carried out. Note, the Valuer is not a building construction or structural expert and is therefore unable to certify the structural soundness of the improvements. Readers of this report should make their own enquiries. This Valuation has been based on the condition of the structural improvements and the property in general as at the inspection date, and if the property has to be sold in circumstances where its condition has deteriorated and/or essential fixtures/fittings removed there is likely to be a significant write down in value when compared to the current assessment. Under these circumstances the Valuer will not be responsible for any reduction in value.

## 16. CAPPED LIABILITY SCHEME

Liability limited by a scheme approved under Professional Standards Legislation.

“A”

**THE SCHEDULE OF COVENANTS AND PROVISOS**

1. It is hereby declared that in the interpretation of this lease and the said conditions and except to the extent that such interpretation shall be excluded by or be repugnant to the context but not to the exclusion of any interpretation under the covenants the following allowing expressions shall bear the meanings attributed thereto:-

- (a) Where there are more than one Lessor and/or Lessee the words “Lessor” and/or “Lessee” shall respectively mean and include all such Lessors and/or Lessees and each of them their and each of their executors administrators and assigns;
- (b) The word “premises shall mean ALL that the land being Lot 1 in Deposited Plan 815912 at Bundarra in the Shire of Uralla, Parish of Darbysleigh, County of Hardinge being the Land in Certificate of Title Identifier 1/815912;
- (c) The words importing the singular or plural number shall include the plural and singular number respectively and the words importing the masculine gender shall include the feminine or neuter gender;
- (d) Covenants binding more than one Lessee shall be deemed to bind them and any two or greater number of them jointly and each of them severally.

2. The Lessee covenants with the Lessor to pay during the term hereby granted the rent of ONE DOLLAR (\$1.00) per annum payable in advance by one payment of TEN DOLLARS (\$10.00) on the 1<sup>st</sup> day of July, 2004.

3. The Lessor covenants with the Lessee:

- (a) For quiet enjoyment;
- (b) That the Lessee may remove his fixtures

4. The Lessee shall pay the proper authorities all charges for electricity and gas consumed on the premises and for all excess water and all meter rents and in default of



any such payments the same may be paid by the Lessor at his option and be recoverable from the Lessee as and by way of overdue rent.

5. The Lessee shall not do or suffer to be done any of the following without the written consent of the Lessor first had and obtained:

- (a) Assign transfer sublet or part with possession of the premises or any part thereof, such consent not to be unreasonably withheld;
- (b) Use the premises or any part thereof for any purpose other than a Water Treatment Plant;
- (c) Use the premises or any part thereof for any noxious noisy immoral offensive or unlawful purpose;
- (d) Bring to or do or keep anything in the premises which shall increase the rate of Fire Insurance on the premises or which may conflict with the laws or regulations relating to fires or any Insurance Policy upon the premises or the regulations or ordinances of any Public Authority for the time being in force or use chemicals burning fluids acetylene gas or alcohol in lighting the premises;
- (e) Paint affix or erect on any part of the exterior of the premises any notices advertisements signs or other devices.

6. Should the Lessee continue to occupy the premises beyond the expiration of the said term with the consent of the Lessor he shall do so as a weekly tenant only at a weekly rent equal to one week's proportion of the rent hereby reserved at the time of expiration of the term payable weekly and subject to the said conditions such tenancy being determinable at the will of either the Lessor Or Lessee by one week's notice in writing expiring at any time.

7. Sections 84 and 85 of the Conveyancing Act 1919 as amended to the extent hereinafter mentioned are varied extended and/or negatived:

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

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

8. It is hereby expressly agreed and declared that notwithstanding anything herein contained upon the happening of any event entitling the Lessor to re-enter or determine this Lease the residue of the said term for the time being unexpired shall at the option of the Lessor immediately upon notice of the exercise of such option being given to the Lessee become reduced to one week and thereafter the tenancy hereby created shall be and remain a tenancy from week to week at a weekly rental equal to one week's proportion of the rent hereby reserved commencing from the date of service of such notice and shall be determinable by one week's notice to quit terminating on any day of the week.

9. The Lessee shall at all times during the continuance of the said term keep and at the expiration of sooner determination thereof yield up the demised premises and all fixtures and fittings therein clean and in good and tenantable repair reasonable wear and tear and damage by fire storm or tempest excepted save where the insurance moneys in respect thereof are rendered irrecoverable in consequence of the act or default of the Lessee. In this Clause the word "repair" shall include the cleaning and keeping free of all drains and waste pipes and provided that the Lessee shall be liable for damage of whatever nature resulting from any act default or neglect of the Lessee his servants or agents.

10. The Lessee shall duly comply with and observe all notices received from any Statutory or public authority relating to the premises or the nature of the business carried on therein or thereon and will carry out the requirements thereof at his own expense. Provided that this clause shall not include structural defects alterations or additions except such as arise by virtue of the business carried on by the Lessee.

11. The Lessee shall be entitled during the currency of the said term to remove all trade fixtures erected by him provided he thereupon immediately makes good all damage done to the premises by reason of such removal.

12. The Lessee will indemnify and save harmless the Lessor from all loss and damage to the demised premises or the building of the Lessor of which the premises form part caused by the negligent use or misuse waste or abuse of the water gas or electricity supplied to the Lessee or by faulty fittings or fixtures brought upon or affixed to the premises by the Lessee and the Lessee shall give to the Lessor or his agent prompt written notice of accidents to or defects in the water or gas pipes, electric wiring fittings or fixtures.

13. No act matter of thing whatsoever shall at any time during the term be done by the Lessee his servants agents licensee or invitees in or upon the premises which shall or may be or grow to the annoyance nuisance grievance damage or disturbance of the occupiers or owners of premises adjoining the premises.

14. Notwithstanding any implication or rule of law to the contrary the Lessor shall not be liable for any damage or loss the Lessee may suffer by the act default or neglect of any other person or by reason of the Lessor neglecting to do something to the building of which the premises form part and which as between the lessor and Lessee he might be legally liable to do.

15. In the event of the Lessor approving in writing of any proposal of the Lessee to increase the rate of fire insurance on the premises the Lessee will pay to the Lessor all extra premium of insurance on the premises on account of the extra risk caused by the use to which the premises are put by the Lessee.

16. Within one calendar month of the expiration of the Lease the Lessee shall allow at all reasonable times prospective tenants or occupiers to inspect the premises and allow the Lessor to exhibit a notice indicating that the premises are to become vacant.

17. The Lessee will indemnify and hold harmless the Lessor from and against all damages, sum of money costs charges expenses actions claims and demands which may

be sustained or suffered or recovered or made against the Lessor by any person for any injury such person may sustain when using or entering or near any portion of the building whether in the occupation of the Lessor, the Lessee or any other person where such injury arises or has arisen as a result of the negligence of or as a result of the creation of some dangerous thing or state of affairs by the Lessee or by any clerk servant agent workman or employee of the Lessee and whether the existence of such dangerous thing or dangerous state of affairs was or ought to have been known to the Lessor or not AND the Lessee will forthwith take out insurance against such risk in the sum of Five Million Dollars (\$5,000,000) or such greater sum nominated from time to time by the Lessor and will keep such insurance on foot during the continuance of the Lease or any renewal hereof or any holding over hereunder AND the Lessee will upon request of the Lessor show to the Lessor the receipt for the last premium paid for such insurance.

18. It is hereby expressly agreed and declared that the Lessor shall not be liable for any damage the Lessee or his clerk servant licensee invitee workman employee client agent customer or visitor of the Lessee may suffer by reason of any injury or damage to any person or property who or that may be at any time in the building arising from the overflow of water supply or rainwater which may leak into the premises or issue or flow from any part of the premises or any premises attached to or connected with the same or from any pipes of the premises or any building attached to or connected with the same or arising from any defects in the gas electric or water supply connections or any fittings or appliances used in connection therewith.

19. Any notice or request hereunder may be served in manner mentioned in Section 170 of the Conveyancing Act 1919.

20. Any covenants herein contained which are restrictive of the use of the premises shall be subject to the following:

In the case of Lessee's covenants the benefit shall be appurtenant to the reversionary interest of the Lessor in the premises, and the estate or interest of

the Lessor in all adjoining land and premises and the leasehold interest of the Lessee in the premises shall be subject to the burden thereof. In the case of Lessor's covenants the benefit shall be appurtenant to the said leasehold interest of the Lessee, and the said reversionary interest of the Lessor shall be subject to the burden thereof, but only whilst the said Lease shall subsist. The said covenants or any of them may, at any time from time to time, be released, varied or modified by the Lessor and Lessee jointly.

21. Should any infectious illness transpire in or about the premises the Lessee will give due notice thereof in writing to the Lessor and will thoroughly fumigate and disinfect the premises at his own expense to the satisfaction of the local Health Office.

22. The legal costs and disbursements of the Lessor or and incidental to this lease including all stamp duty and registration fees (if any) and the costs and disbursements associated with obtaining the consent of the mortgagee (if any) of the premises including the costs payable to such mortgagee (if any) shall be paid by the Lessee.

23. The landlord shall not be responsible to the tenant for any loss of property from the premises however occurring or for any damage done to the furniture or other effects of any tenant by the caretaker or any employees of the landlord or by any other person or persons whomsoever.

24. If the Lessee shall desire to take a renewed lease of the demised premises for a further term of ten (10) years from the expiration of the term of this lease and of that such desire shall prior to the expiration of the said term give to the Lessor three (3) calendar months previous notice in writing and shall in the meantime duly and punctually pay the rent reserved by this lease at the times herein appointed for the payment thereof and shall duly perform and observe the covenants and agreements by and on the part of the Lessee contained in this lease up to the expiration of the term hereby granted the Lessor will at all the usual and proper cost and expense of the Lessee demise to the Lessee the premises hereby demised for a further term of ten (10) years upon and subject to the same

covenants and provisos as are contained in this lease with the exception of this present covenant.

25. The Lessee shall reimburse the landlord immediately when requested for all municipal rates water and sewerage rates payable by the Lessor in respect of the land leased and the improvements erected on it.

26. The Lessee will pay all the lessors costs and fees, stamp duty and registration fee in respect of the lease.

**IN WITNESS WHEREOF** the parties hereto have hereunto affixed their seals to this day of 2004

THE COMMON SEAL OF THE CORPORATE TRUSTEES OF THE DIOCESE OF ARMIDALE was hereunto affixed this 7th day of June 2004



the Common Seal of the Corporate Trustees of the Diocese of Armidale was hereunto affixed by { [Signature] } [Signature] } Three of the said Corporate Trustees who are personally known to me in my presence [Signature]

THE COMMON SEAL OF THE COUNCIL OF THE SHIRE OF URALLA was hereunto affixed this 7th day of June 2004

by the Mayor, Cr R Filmer

in the presence of the General Manager, Mr R G Fulcher

R G Fulcher

in accordance with a resolution of Council made on 24 May 2004

17 October 2016

Responsible Officer: RJL

In reply, please quote: U12/6493

Mr Ron Perry, Registrar  
Anglican Diocese of Armidale  
PO Box 198  
ARMIDALE NSW 2350

Dear Mr Perry,

**Re: Lot 1 DP 815912 Goldfinch Street, Bundarra**

You may recall that in 2004 Council entered into a ten (10) year lease with the Diocese for the above mentioned lot which contains Council's Water Treatment Plant. I enclose a copy of the agreement.

Clearly the term of the lease has expired and it appears that action has not been taken to enter into a new lease. I note that Clause 24 of the lease does provide that Council may seek a further lease term of ten (10) years by giving the Diocese notice three (3) calendar months prior to the expiration of the lease.

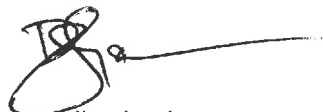
Council wishes the lease to be renewal, preferably for a period of a further twenty (20) years.

If the Diocese is in agreement then I will arrange for a new lease to be drafted at Council's cost.

Council would also be interested in discussing purchase of the site.

Please contact me on 6778 6309 or email [rlloyd@uralla.nsw.gov.au](mailto:rlloyd@uralla.nsw.gov.au) should you wish to further discuss this matter.

Yours sincerely,



Russell J Lloyd  
Acting Director of Infrastructure & Regulation

*In reply, please quote:*

RB:CC W2

21 June, 2004

Mr J Hansen  
Registrar  
Anglican Diocese of Armidale  
116 Rusden Street  
ARMIDALE NSW 2350

Dear Sir,

**Lot 1 DP 815912 Ph Darbysleigh, County Hardinge**

Please find enclosed signed lease for your land at Bundarra.

Council has also included the \$10.00 for the lease.

Thanks for your continuing support.

Yours faithfully



R L Bell  
**DIRECTOR OF WORKS & ENVIRONMENTAL SERVICES**



“A”

**THE SCHEDULE OF COVENANTS AND PROVISOS**

1. It is hereby declared that in the interpretation of this lease and the said conditions and except to the extent that such interpretation shall be excluded by or be repugnant to the context but not to the exclusion of any interpretation under the covenants the following allowing expressions shall bear the meanings attributed thereto:-

- (a) Where there are more than one Lessor and/or Lessee the words “Lessor” and/or “Lessee” shall respectively mean and include all such Lessors and/or Lessees and each of them their and each of their executors administrators and assigns;
- (b) The word “premises shall mean ALL that the land being Lot 1 in Deposited Plan 815912 at Bundarra in the Shire of Uralla, Parish of Darbysleigh, County of Hardinge being the Land in Certificate of Title Identifier 1/815912;
- (c) The words importing the singular or plural number shall include the plural and singular number respectively and the words importing the masculine gender shall include the feminine or neuter gender;
- (d) Covenants binding more than one Lessee shall be deemed to bind them and any two or greater number of them jointly and each of them severally.

2. The Lessee covenants with the Lessor to pay during the term hereby granted the rent of ONE DOLLAR (\$1.00) per annum payable in advance by one payment of TEN DOLLARS (\$10.00) on the 1<sup>st</sup> day of July, 2004.

3. The Lessor covenants with the Lessee:

- (a) For quiet enjoyment;
- (b) That the Lessee may remove his fixtures

4. The Lessee shall pay the proper authorities all charges for electricity and gas consumed on the premises and for all excess water and all meter rents and in default of

any such payments the same may be paid by the Lessor at his option and be recoverable from the Lessee as and by way of overdue rent.

5. The Lessee shall not do or suffer to be done any of the following without the written consent of the Lessor first had and obtained:

- (a) Assign transfer sublet or part with possession of the premises or any part thereof, such consent not to be unreasonably withheld;
- (b) Use the premises or any part thereof for any purpose other than a Water Treatment Plant;
- (c) Use the premises or any part thereof for any noxious noisy immoral offensive or unlawful purpose;
- (d) Bring to or do or keep anything in the premises which shall increase the rate of Fire Insurance on the premises or which may conflict with the laws or regulations relating to fires or any Insurance Policy upon the premises or the regulations or ordinances of any Public Authority for the time being in force or use chemicals burning fluids acetylene gas or alcohol in lighting the premises;
- (e) Paint affix or erect on any part of the exterior of the premises any notices advertisements signs or other devices.

6. Should the Lessee continue to occupy the premises beyond the expiration of the said term with the consent of the Lessor he shall do so as a weekly tenant only at a weekly rent equal to one week's proportion of the rent hereby reserved at the time of expiration of the term payable weekly and subject to the said conditions such tenancy being determinable at the will of either the Lessor Or Lessee by one week's notice in writing expiring at any time.

7. Sections 84 and 85 of the Conveyancing Act 1919 as amended to the extent hereinafter mentioned are varied extended and/or negatived:

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

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

8. It is hereby expressly agreed and declared that notwithstanding anything herein contained upon the happening of any event entitling the Lessor to re-enter or determine this Lease the residue of the said term for the time being unexpired shall at the option of the Lessor immediately upon notice of the exercise of such option being given to the Lessee become reduced to one week and thereafter the tenancy hereby created shall be and remain a tenancy from week to week at a weekly rental equal to one week's proportion of the rent hereby reserved commencing from the date of service of such notice and shall be determinable by one week's notice to quit terminating on any day of the week.

9. The Lessee shall at all times during the continuance of the said term keep and at the expiration of sooner determination thereof yield up the demised premises and all fixtures and fittings therein clean and in good and tenantable repair reasonable wear and tear and damage by fire storm or tempest excepted save where the insurance moneys in respect thereof are rendered irrecoverable in consequence of the act or default of the Lessee. In this Clause the word "repair" shall include the cleaning and keeping free of all drains and waste pipes and provided that the Lessee shall be liable for damage of whatever nature resulting from any act default or neglect of the Lessee his servants or agents.

10. The Lessee shall duly comply with and observe all notices received from any Statutory or public authority relating to the premises or the nature of the business carried on therein or thereon and will carry out the requirements thereof at his own expense. Provided that this clause shall not include structural defects alterations or additions except such as arise by virtue of the business carried on by the Lessee.

11. The Lessee shall be entitled during the currency of the said term to remove all trade fixtures erected by him provided he thereupon immediately makes good all damage done to the premises by reason of such removal.

12. The Lessee will indemnify and save harmless the Lessor from all loss and damage to the demised premises or the building of the Lessor of which the premises form part caused by the negligent use or misuse waste or abuse of the water gas or electricity supplied to the Lessee or by faulty fittings or fixtures brought upon or affixed to the premises by the Lessee and the Lessee shall give to the Lessor or his agent prompt written notice of accidents to or defects in the water or gas pipes, electric wiring fittings or fixtures.

13. No act matter of thing whatsoever shall at any time during the term be done by the Lessee his servants agents licensee or invitees in or upon the premises which shall or may be or grow to the annoyance nuisance grievance damage or disturbance of the occupiers or owners of premises adjoining the premises.

14. Notwithstanding any implication or rule of law to the contrary the Lessor shall not be liable for any damage or loss the Lessee may suffer by the act default or neglect of any other person or by reason of the Lessor neglecting to do something to the building of which the premises form part and which as between the lessor and Lessee he might be legally liable to do.

15. In the event of the Lessor approving in writing of any proposal of the Lessee to increase the rate of fire insurance on the premises the Lessee will pay to the Lessor all extra premium of insurance on the premises on account of the extra risk caused by the use to which the premises are put by the Lessee.

16. Within one calendar month of the expiration of the Lease the Lessee shall allow at all reasonable times prospective tenants or occupiers to inspect the premises and allow the Lessor to exhibit a notice indicating that the premises are to become vacant.

17. The Lessee will indemnify and hold harmless the Lessor from and against all damages, sum of money costs charges expenses actions claims and demands which may

be sustained or suffered or recovered or made against the Lessor by any person for any injury such person may sustain when using or entering or near any portion of the building whether in the occupation of the Lessor, the Lessee or any other person where such injury arises or has arisen as a result of the negligence of or as a result of the creation of some dangerous thing or state of affairs by the Lessee or by any clerk servant agent workman or employee of the Lessee and whether the existence of such dangerous thing or dangerous state of affairs was or ought to have been known to the Lessor or not AND the Lessee will forthwith take out insurance against such risk in the sum of Five Million Dollars (\$5,000,000) or such greater sum nominated from time to time by the Lessor and will keep such insurance on foot during the continuance of the Lease or any renewal hereof or any holding over hereunder AND the Lessee will upon request of the Lessor show to the Lessor the receipt for the last premium paid for such insurance.

18. It is hereby expressly agreed and declared that the Lessor shall not be liable for any damage the Lessee or his clerk servant licensee invitee workman employee client agent customer or visitor of the Lessee may suffer by reason of any injury or damage to any person or property who or that may be at any time in the building arising from the overflow of water supply or rainwater which may leak into the premises or issue or flow from any part of the premises or any premises attached to or connected with the same or from any pipes of the premises or any building attached to or connected with the same or arising from any defects in the gas electric or water supply connections or any fittings or appliances used in connection therewith.

19. Any notice or request hereunder may be served in manner mentioned in Section 170 of the Conveyancing Act 1919.

20. Any covenants herein contained which are restrictive of the use of the premises shall be subject to the following:

In the case of Lessee's covenants the benefit shall be appurtenant to the reversionary interest of the Lessor in the premises, and the estate or interest of

the Lessor in all adjoining land and premises and the leasehold interest of the Lessee in the premises shall be subject to the burden thereof. In the case of Lessor's covenants the benefit shall be appurtenant to the said leasehold interest of the Lessee, and the said reversionary interest of the Lessor shall be subject to the burden thereof, but only whilst the said Lease shall subsist. The said covenants or any of them may, at any time from time to time, be released, varied or modified by the Lessor and Lessee jointly.

21. Should any infectious illness transpire in or about the premises the Lessee will give due notice thereof in writing to the Lessor and will thoroughly fumigate and disinfect the premises at his own expense to the satisfaction of the local Health Office.

22. The legal costs and disbursements of the Lessor or and incidental to this lease including all stamp duty and registration fees (if any) and the costs and disbursements associated with obtaining the consent of the mortgagee (if any) of the premises including the costs payable to such mortgagee (if any) shall be paid by the Lessee.

23. The landlord shall not be responsible to the tenant for any loss of property from the premises however occurring or for any damage done to the furniture or other effects of any tenant by the caretaker or any employees of the landlord or by any other person or persons whomsoever.

24. If the Lessee shall desire to take a renewed lease of the demised premises for a further term of ten (10) years from the expiration of the term of this lease and of that such desire shall prior to the expiration of the said term give to the Lessor three (3) calendar months previous notice in writing and shall in the meantime duly and punctually pay the rent reserved by this lease at the times herein appointed for the payment thereof and shall duly perform and observe the covenants and agreements by and on the part of the Lessee contained in this lease up to the expiration of the term hereby granted the Lessor will at all the usual and proper cost and expense of the Lessee demise to the Lessee the premises hereby demised for a further term of ten (10) years upon and subject to the same

covenants and provisos as are contained in this lease with the exception of this present covenant.

25. The Lessee shall reimburse the landlord immediately when requested for all municipal rates water and sewerage rates payable by the Lessor in respect of the land leased and the improvements erected on it.

26. The Lessee will pay all the lessors costs and fees, stamp duty and registration fee in respect of the lease.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals to this day of 2004

THE COMMON SEAL OF THE CORPORATE TRUSTEES OF THE DIOCESE OF ARMIDALE was hereunto affixed this FOURTEENTH day of APRIL 2004



the Common Seal of the Corporate Trustees of the Diocese of Armidale was hereunto affixed by the following Trustees:  
*[Signature]*  
*[Signature]*  
 Three of the said Corporate Trustees who are personally known to me, in my presence  
*[Signature]*

THE COMMON SEAL OF THE COUNCIL OF THE SHIRE OF URALLA was hereunto affixed this 7th day of June 2004

by the Mayor, Cr R Filmer

in the presence of the General Manager, Mr R G Fulcher

*R G Fulcher*

in accordance with a resolution of Council made on 24 May 2004

# NOTICE OF VALUATION

Land Value as at: 01/07/2007

Attachment D



Return to: PO Box 745, Bathurst NSW 2795

VALUATION DISTRICT: URALLA  
PROPERTY NUMBER: 3481635

Valuation Enquiry Details  
T: 1800 110 038  
www.lpma.nsw.gov.au

18

THE CORPORATE TRUSTEES OF THE DIOCESE OF ARMIDALE  
WATER TREATMENT WORKS,  
100 GOLDFINCH ST,  
BUNDARRA NSW 2359

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The Register of Land Values shows you to be the owner(s) or lessee(s) of the property detailed below.  
THE CORPORATE TRUSTEES OF THE DIOCESE OF ARMIDALE

ADDRESS OF PROPERTY: WATER TREATMENT WORKS, 100 GOLDFINCH ST, BUNDARRA NSW 2359

DESCRIPTION OF LAND (Lot/Section/Plan):  
1/815912

ZONE: Non Urban  
AREA: 1.163 Hectares (From Plan)  
DIMENSIONS:

## VALUATION DETAILS

Land Value as at	01/07/2007
Land Value	\$45000

LAST DATE TO OBJECT: 31/12/2009

### BASIS FOR VALUATION:

The land value is the freehold value of the land excluding any structural improvements.  
This land value reflects the property market conditions as at 01/07/2007. The valuation was made on 16/10/2009 and reflects the physical conditions and the way in which land could be used at this date.

Philip Western, NSW Valuer General

The land value recorded on this Notice of Valuation has been determined under the *Valuation of Land Act 1916* for rating and taxing purposes. Land values have regard to the requirements of rating and taxing legislation and should not be used for any other purpose without the specific agreement of the Valuer General.

This is the Additional Late Report referred to in the Minutes of the Ordinary Meeting held on 22 August 2017 Page 31



# NOTICE OF VALUATION

Land Value as at: 01/07/2001

Attachment D



Return to: PO Box 745, Bathurst NSW 2795

VALUATION DISTRICT: URALLA  
PROPERTY NUMBER: 3481635

Valuation Enquiry Details  
T: 1800 110 038  
www.lpma.nsw.gov.au

18

THE CORPORATE TRUSTEES OF THE DIOCESE OF ARMIDALE  
WATER TREATMENT WORKS,  
100 GOLDFINCH ST,  
BUNDARRA NSW 2359

18

The Register of Land Values shows you to be the owner(s) or lessee(s) of the property detailed below.  
THE CORPORATE TRUSTEES OF THE DIOCESE OF ARMIDALE

ADDRESS OF PROPERTY: WATER TREATMENT WORKS, 100 GOLDFINCH ST, BUNDARRA NSW 2359

DESCRIPTION OF LAND (Lot/Section/Plan):  
1/815912

ZONE: Non Urban  
AREA: 1.163 Hectares (From Plan)  
DIMENSIONS:

## VALUATION DETAILS

Land Value as at	01/07/2001
Land Value	\$12000

LAST DATE TO OBJECT: 31/12/2009

## BASIS FOR VALUATION:

The land value is the freehold value of the land excluding any structural improvements.  
This land value reflects the property market conditions as at 01/07/2001. The valuation was made on 16/10/2009 and reflects the physical conditions and the way in which land could be used at this date.

Philip Western, NSW Valuer General

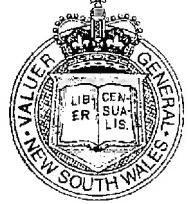
The land value recorded on this Notice of Valuation has been determined under the *Valuation of Land Act 1916* for rating and taxing purposes. Land values have regard to the requirements of rating and taxing legislation and should not be used for any other purpose without the specific agreement of the Valuer General.

This is the Additional Late Report referred to in the Minutes of the Ordinary Meeting held on 22 August 2017 Page 32

# NOTICE OF VALUATION

Land Value as at: 01/07/1993

Attachment D



Return to: PO Box 745, Bathurst NSW 2795

VALUATION DISTRICT: URALLA  
PROPERTY NUMBER: 3481635

Valuation Enquiry Details  
T: 1800 110 038  
www.lpma.nsw.gov.au

18

THE CORPORATE TRUSTEES OF THE DIOCESE OF ARMIDALE  
WATER TREATMENT WORKS,  
100 GOLDFINCH ST,  
BUNDARRA NSW 2359

18

The Register of Land Values shows you to be the owner(s) or lessee(s) of the property detailed below.  
THE CORPORATE TRUSTEES OF THE DIOCESE OF ARMIDALE

ADDRESS OF PROPERTY: WATER TREATMENT WORKS, 100 GOLDFINCH ST, BUNDARRA NSW 2359

DESCRIPTION OF LAND (Lot/Section/Plan):  
1/815912

ZONE: Non Urban  
AREA: 1.163 Hectares (From Plan)  
DIMENSIONS:

## VALUATION DETAILS

Land Value as at	01/07/1993
Land Value	\$17000

LAST DATE TO OBJECT: 31/12/2009

## BASIS FOR VALUATION:

The land value is the freehold value of the land excluding any structural improvements.  
This land value reflects the property market conditions as at 01/07/1993. The valuation was made on 16/10/2009 and reflects the physical conditions and the way in which land could be used at this date.

Philip Western, NSW Valuer General

The land value recorded on this Notice of Valuation has been determined under the *Valuation of Land Act 1916* for rating and taxing purposes. Land values have regard to the requirements of rating and taxing legislation and should not be used for any other purpose without the specific agreement of the Valuer General.

This is the Additional Late Report referred to in the Minutes of the Ordinary Meeting held on 22 August 2017 Page 33