

## Valuation Report

### Proposed Bicycle Path 41 Warriewood Road, Warriewood NSW 2102

#### **Egan National Valuers (NSW)**

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Egan Australasia Pty Ltd ABN 17 102 907 906





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Letter of Instructions  
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Site Plan

**EXECUTIVE SUMMARY****Property Address:**

Bicycle Path,  
41 Warriewood Road,  
Warriewood NSW

**Valuation Instruction From:**

Sam Ballas  
Woolwich Pty Ltd  
P.O. Box 759  
Woollahra NSW 1350

**Description of Property:**

The property that is the subject of this valuation comprises a portion of land designated to be utilised as a bicycle path. The total area to be occupied by the bicycle path is 244 square metres. It is intended that Pittwater Council will purchase the bicycle path.

**Purpose of Valuation:**

To assess the market value of the freehold interest in the abovementioned property for current market assessment purposes.

**Date of Valuation:**

Valuation Date: 19 February 2018

**Interest Valued:**

Freehold, subject to vacant possession.

**Market Value:**

**\$732,000**  
**(Seven Hundred and Thirty Two Thousand Dollars)**  
**GST Exclusive**

**Assumptions, Conditions and Limitations**

1. The valuation assumes the availability of vacant possession.
2. The valuation assumes the availability of an encumbrance free fee simple Certificate of Title.
3. 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 of time (including as a result of general market movements and factors specific to the particular property). We do not accept responsibility or liability for losses arising from such subsequent changes in value. Without limiting the generality of the above comment, we do not assume responsibility or accept liability where the valuation is relied upon after the expiration of 90 days from the date of the valuation or such earlier date if you become aware of any factors that have an effect on the valuation.
4. This valuation has been prepared on specific instructions from the instructing party detailed within this report for the specific purpose detailed within this report. The report is not to be relied upon by any other person or for any other purpose. We accept no liability to third parties nor do we contemplate that this report will be relied upon by third parties. Neither the whole of the report or any part of reference thereto, may be published in any document, statement or circular nor in any communication with third parties without prior written approval of the form and context in which it will appear. We reserve the right to withhold consent or to review the contents of this report in the event that our consent is sought. Egan National Valuers (NSW) and the individual valuers involved in the preparation of this valuation, do not have pecuniary interests in the subject property that would conflict with the valuation of the property.
5. The assessed value is GST exclusive and assumes that GST would be payable over and above the assessed market value, if applicable.
6. We advise that Egan National Valuers (NSW) are not holders of an Australian Financial Services Licence and the valuation should not be construed as specific financial product advice.
7. Egan Australasia Pty Ltd grants the instructing party a royalty free, non exclusive, irrevocable licence to use, copy and reproduce the Valuation for the purposes of, or in connection with, the purpose for which the Valuation was provided.

**EGAN NATIONAL VALUERS (NSW)**

Tony Lenord, AAPI  
Certified Practising Valuer  
API Member No. 67997

IMPORTANT: All data provided in this summary is wholly reliant on and must be read in conjunction with the information provided in the attached report. It is a synopsis only designed to provide a brief overview and must not be acted on in isolation.

Authorised by:



Phil Mannell AAPI  
Certified Practising Valuer  
Associate, Australian Property Institute

The counter signatory, who has read and signed the report, verifies that the report is genuine and is endorsed by Egan National Valuers (NSW). The opinion of value expressed has been arrived at by the prime signatory alone.

Date: 21 February 2018

# 1 INTRODUCTION

## 1.1 Client Details & Instructions

We have been instructed by Sam Ballas of Woolwich Pty Limited to assess the market value of the freehold interest in the property situated at 41 Warriewood Road, Warriewood (the area designated as the bicycle path), for current market assessment purposes.

We also confirm this valuation has been prepared in accordance with the API's Australia and New Zealand Valuation and Property Standards.

We attach a copy of the Letter of Instruction, refer Appendices.

## 1.2 Certification

We hereby certify that the valuer:

- has no interest, financial or otherwise, in the property subject to appraisal or with the parties with whom the instructing party is dealing including the selling agent if any;
- is independent to the any transaction involved; and
- confirms the valuation has been prepared for current market assessment purposes.

## 1.3 Date of Valuation

The date of valuation is 8 February 2018.

## 1.4 Interest Valued

Freehold interest, subject to vacant possession.

## 1.5 Basis of Valuation

This valuation has been prepared on the following basis:

### Market Value

In accordance with the definition adopted by the Australian Property Institute, market value is defined as follows:

*"The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion."*

## 2 LEGAL DESCRIPTION

### 2.1 Title Details

The subject property is described as being part of Lot 32, Section c, in Deposited Plan 5464, in the Local Government Area of Northern Beaches, Parish of Narrabeen, County of Cumberland, being the whole of the land contained and described within **Folio Identifier 32/C/5464**.

### 2.2 Registered Proprietor

As at the date of Title Search (9 February 2018), the registered proprietor of the land is noted as being:  
**Woolwich Pty Ltd.**

### 2.3 Second Schedule Notations

As at the date of Title Search (9 February 2018), the registered proprietors interests were noted in the Second Schedule as follows:

- |   |  |
|---|--|
| 1 | RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)  |
| 2 | 6390813 EASEMENT FOR SEWERAGE PURPOSES AFFECTING THE PART SHOWN SO<br>BURDENED AS "PROPOSED EASEMENT FOR SEWER 5 WIDE" IN DP581495 |
| 3 | AM239497 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED   |

### 2.4 Encumbrances & Easements

The proposed easement (6390813) was noted on the Certificate of Title. We have assumed that this has not detrimental affect on the value of the subject land.

The valuation assumes that the property is not affected by any additional easements, encumbrances or covenants that have not been disclosed by a search of the Title that may otherwise detrimentally affect the value of the property.

We attach a copy of the Computer Folio Search, refer Appendices.

### 3 SITE DETAILS

#### 3.1 Location

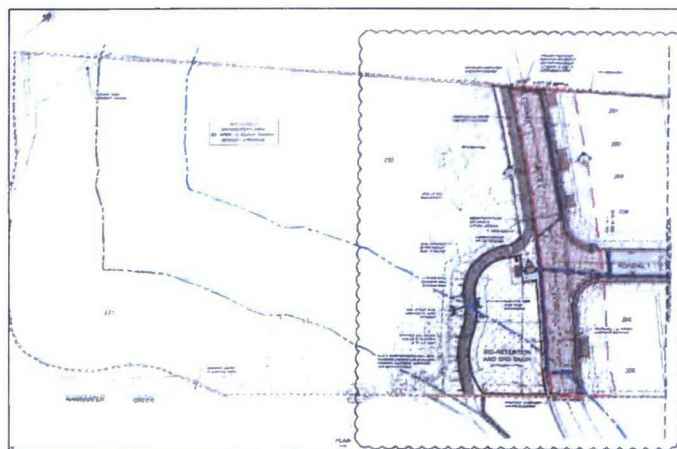
The parent lot of the subject property is located within the suburb of Warriewood, situated approximately 27 kilometres north of the Sydney Central Business District (CBD) by road. More particularly, the subject is located on the southern side of Warriewood Road some 200 metres east of its intersection with Manooka place.

The location of the property is illustrated as follows:



*Image courtesy of Google Maps*

More particularly, the subject property is located towards the southern end of the parent lot, close to the southern boundary and nearby Narrabeen Creek.



An aerial image of the property and surrounding development is provided below:



*Image courtesy of Google Maps*

### 3.2 Dimensions and Area

The area to be utilised as the bicycle footpath is irregular in shape, approximately 2.4 metres wide and approximately 97.6 metres in length.

The total site area is approximately 244 square metres (as advised).

### 3.3 Topography

We have assumed that the site is relatively level.

### 3.4 Roads and Access

Warriewood Road is a dual carriageway carrying low to medium levels of vehicular traffic. It is bitumen sealed with concrete edging, no gutters and a grass verge.

### 3.5 Environmental Issues

#### Soil Contamination

There are no visible signs of contamination to the subject property however, the only way that it could be certified that there is no contamination is by an independent environmental survey by an appropriate expert. We understand the property has been used as a large residential lot with open grassed areas and woodlands for many years and to the best of our knowledge we are not aware of any environmental issues affecting the subject land. This valuation assumes that the subject property is unaffected by current or previous land uses.

No soil analysis, geological studies or contamination report were ordered or made in conjunction with this report and, as such, it is assumed that there are no environmentally hazardous materials on, in, or near the property that would cause loss in value. As far as we are aware, there is no evidence to suggest that the property may have been contaminated by any such materials in its present or previous use and this valuation makes no such allowance. Should an environmental audit report prove otherwise, then the valuation should be returned to the Valuer for re-appraisal.

#### Flooding

The site is not prone to flooding under normal climatic conditions.

#### Bush Fires

The site is noted as being in a Vegetation Buffer zone or a Vegetation Category 2 as both categories cover part of the parent site and it is undetermined which directly affects the bicycle path.

## 4 PLANNING GUIDELINES

### 4.1 Zoning

By virtue of Pittwater Local Environment Plan of 2014 (as amended), in the Local Government Area of Northern Beaches, the subject property is designated as lying with an **R3 - Medium Density Residential** zone.

The zoning of the property is illustrated as follows:



*Image courtesy of planningportal.nsw.gov.au*

The zoning can be verified by obtaining a Sec. 149 Certificate from the Northern Beaches Council.

### 4.2 Summary of Planning Provisions

The major objectives within this zone are:

#### **Zone R3 Medium Density Residential**

##### **1 Objectives of zone**

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide for a limited range of other land uses of a low intensity and scale, compatible with surrounding land uses.

## **2 Permitted without consent**

Home businesses; Home occupations

## **3 Permitted with consent**

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Group homes; Health consulting rooms; Home-based child care; Home industries; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Serviced apartments; Veterinary hospitals

## **4 Prohibited**

Any development not specified in item 2 or 3

We have made enquiries via the NSW Planning Portal website and website of Northern Beaches Council. We are not aware of any proposed amendments to the zoning which may affect the subject property. We have not verified this advice in writing and accordingly this valuation is on the assumption that there is no affectation. If this assumption is not correct this valuation will require revision. We recommend that it be resubmitted to us for this purpose.

### **4.3 Heritage Listing**

The subject property is not noted as being an item of Heritage significance by the Local Council, State or Federal Heritage Registers.

### **4.4 Site Improvements**

The area of land subject to this valuation will be improved by a concrete bicycle path but is currently devoid of improvements.

### **4.5 Sales Evidence**

We have been advised by the owner of 41 Warriewood Road, Warriewood has sold the majority of the proposed house lots at rates of between \$3,842 per square metre of land for a 272 square metre allotment (\$1,045,000) to \$2,505 per square metre of land for a 459 square metre allotment (\$1,150,000).

A nearby subdivision at 29-31 Warriewood Road, Warriewood sold circa March 2017 for \$1,010,000 for a 373 square metre allotment (\$2,708/sqm).

The above information has been obtained from a number of sources including published sales information provided by CPM Research, RP Data and real estate agents. Whilst we understand the information to be reliable, we are unable to guarantee the accuracy. Where the information has been available to us, we have made appropriate adjustments for GST but the recorded sale prices may include all, a part of, or no GST depending on the circumstances and tax liability of the parties to each transaction.

## 5 VALUATION CONSIDERATIONS

### 5.1 General Comments

The portion of land that is the subject of this report comprises a strip of land approximately 97.6 square metres in length and 2.4 metres wide. The subject portion of land is located on a larger development site of approximately 2 hectares of R3 – Medium Density zoned land which has approval for subdivision into 30 separate allotments.

## 6 VALUATION APPROACH

### 6.1 Methodology

In arriving at our opinion of value we have considered relevant general and economic factors and in particular have investigated recent sales transactions of comparable properties that have occurred in the Warriewood residential market.

The most appropriate method of valuation for a property of this nature is by "Direct Comparison" where the subject property is compared directly with sales of other properties in similar locations and adjustments then made for small points of difference.

The sales evidence reflects rates per square metre of vacant land for individual house lots. Generally the larger the allotment the lower the rate per square metre and conversely the smaller the allotment the higher the rate per square metre. The sales evidence reflects a range of \$2,505/sqm to \$3,842/sqm. Having regard to the size of the subject land compared to the sales evidence, the location, the utility and the sacrifice of this land in lieu of an extra housing lot, we have adopted a rate per square metre central to the aforementioned range. Consequently we have adopted a rate of \$3,000 for the 244 square metres which equates to a total value of **\$732,000**.

### 6.2 Valuation Summary

We have adopted a market value for the property of **\$732,000 (Seven Hundred and Thirty Two Thousand Dollars)**.

## 7 VALUATION

We are of the opinion that the current market value of the property described as "Proposed bicycle path", 41 Warriewood Road, Warriewood, NSW, 2102 on the basis set out herein and on the assumption that the property has clear and marketable Title, free from any onerous easements or encumbrances and subject to the comments contained within this report, as at 19 February 2018, for first mortgage security purposes, is as follows:

**\$732,000**

**(Seven Hundred and Thirty Two Thousand Dollars)**

**GST Exclusive**

These values are subject to the details contained within this Valuation Report. The values are provided exclusive of GST and subject to the statement of assumptions, conditions and limitations detailed within the Executive Summary of this report.

### EGAN NATIONAL VALUERS (NSW)



Tony Lenord, AAPI  
Certified Practising Valuer  
API Member No. 67997

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Authorised by:



Phil Mannell AAPI  
Certified Practising Valuer  
Associate, Australian Property Institute

(21 February 2018)

IMPORTANT: The counter signatory who has read and signed this report, verifies that the report is genuine and is endorsed by Egan National Valuers (NSW). The opinion of value expressed has been arrived at by the prime signatory alone.

egan 

## Appendices





30 January 2018

Sam Ballas  
M: 0409360361  
[sballas@folly.com.au](mailto:sballas@folly.com.au)

Dear Sam,

**RE: QUOTE FOR THE PROVISION OF PROFESSIONAL VALUATION SERVICES**  
**PROPERTY: Easement at 41 WARRIEWOOD ROAD, WARRIEWOOD NSW**

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Further to our telephone conversation/ email correspondence, we thank you for the opportunity to quote for the provision of professional valuation services.

Confirmation of details relevant to the services is as follows:-

<b>Subject Property:</b>	Easement for bicycle path at 41 Warriewood Road, Warriewood NSW
<b>Client:</b>	To Be Advised
<b>Form of Valuation:</b>	Full Valuation Report
<b>Purpose of Valuation:</b>	The valuation is to be prepared for current market assessment / S.94 offset purposes only and should not be relied upon for any other purpose.
<b>Basis of Valuation:</b>	Fee simple subject to vacant possession.
<b>Fees:</b>	\$2,500 excluding GST \$2,750 including GST

This quotation is effective for 5 days from the date of this correspondence.

Our fee includes two originals of all Valuation Reports together with a PDF copy, unless otherwise instructed.

Additional original copies of the Valuation Report(s) are available at a cost of \$150, whilst additional photocopies are available at a cost of \$50.

**Early Termination:** Where the brief is terminated prior to its conclusion, you (the client) will be invoiced for the cost of work completed at \$200/hour plus disbursements exclusive of GST: A copy of partially completed work will not be provided.

**Egan National Valuers (NSW)**

**Phone:** 02 8344 8000

**Fax:** 02 8920 1555

Suite 901, 275 Alfred Street  
North Sydney NSW 2060

**[eganvaluers.com.au](http://eganvaluers.com.au)**

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Egan Australasia Pty Ltd ABN 17 102 907 906



**Payment:**

Prepayment is required prior to the release of the report. Please note that reports will only be released, once payment has been confirmed by Egan to our account.

If our agreed payment terms are not met and the account is sent to our collection agency, you agree to pay our administration fee (see Clause 11.5 of our Standard Conditions).

**Completion Date:**

10-15 working days subject to the provision of all required information.

**Standard Conditions:**

As set out below.

Please indicate your acceptance to the Terms and Conditions outlined herein by signing and returning a copy of this letter, either by facsimile on (02) 8920 1555, email at [admin@eganvaluers.com.au](mailto:admin@eganvaluers.com.au) or by mail.

Should you have any queries regarding this matter, please do not hesitate to contact the writer on 02 8344 8008 or by email at [tony.lenord@eganvaluers.com.au](mailto:tony.lenord@eganvaluers.com.au)

We look forward to your confirmation of instructions.

Yours faithfully

**EGAN NATIONAL VALUERS (NSW)**

A handwritten signature in blue ink that reads "Tony Lenord".

TONY LENORD, AAPI  
Certified Practising Valuer  
Associate, Australian Property Institute  
Member No. 67997



Acknowledgment

I hereby accept the standard terms and conditions, including the fee proposal in this letter, which I have read and agree to be the terms thereof.

Name of Company to be invoiced:

Woolwich Pty Ltd ATF MARGARET ST TRUST

Address for reports & invoice:

P.O. Box 759, WOOLLAHRA 1350  
OR sballas@folly.com.au

Name of authorised signatory:

Sam Ballas - Sole Director

Signed:

Title:

DIRECTOR

Dated:

30th Jan 2018.

Tony,  
Please finalise valuation ASAP,  
as I need to lodge with Council in  
very near future.

Thanks & regards

Sam.

## STANDARD TERMS AND CONDITIONS

IT IS AGREED AS FOLLOWS:

### 1. DEFINITIONS

**"Confidential information"** means information that:

- (a) Is by its nature confidential;
- (b) Is designated by Us as confidential;
- (c) You know or ought to know is confidential; and includes, without limitation:
  - (i) Information comprised in or relating to any of our intellectual property in the Services or any reports or certificates provided as part of the Services; and
  - (ii) The Quotation annexed hereto.

**"Currency Date"** means, in relation to any valuation or consultancy report, the date as at which our professional opinion is stated to be current.

**"Fee"** means the amount agreed to be paid for the Services as set out in the Quotation.

**"Parties"** means You or Us as the context dictates.

**"Quotation"** means the written quote provided by Us in relation to the Services.

**"Services"** means the valuation or consultancy services provide pursuant to these Terms and Conditions and the Quotation, and includes any documents, reports or certificates provided by Us in connection with the services.

**"We", "Us", "Our"** means Egan National Valuers (ABN 17 102 907 906).

**"You", "Your"** means the entity engaging Us to perform the Services as set out in the Quotation.

### 2. PERFORMANCE OF SERVICES

2.1 We will provide the Services in accordance with:

- (a) The Terms and Conditions contained herein; and
- (b) The required provisions of the current Australian Property Institute Professional Practice standard.

### 3. CONDITION OF THE PROPERTY

- 3.1 In undertaking the Services We will have regard to the apparent state of repair, condition and environmental factors in relation to the property based upon a visual inspection, but We will not (and are not qualified to) carry out a structural, geotechnical or environmental survey. We will not inspect those parts of the property that are unexposed or inaccessible.
- 3.2 We will assume that there is no timber infestation, asbestos or any other defect (unless advised otherwise) and that the property is compliant with all relevant environmental laws. It is Your responsibility to provide reports to Us that are relevant to these issues.
- 3.3 We will not undertake a detailed inspection of any plant and equipment or obtain advice on its condition or suitability.
- 3.4 We recommend that You engage appropriately qualified persons to undertake investigations excluded from the Services.
- 3.5 No responsibility will be accepted either to You or to any third party for loss or damage that may result directly or indirectly from the condition of the property.

#### 4. ENVIRONMENT AND PLANNING

- 4.1 We will obtain only verbal town planning information. It is Your responsibility to check the accuracy of this information by obtaining a certificate under the appropriate legislation.
- 4.2 State or Federal Laws may require environmental audits to be undertaken before there is a change of land use. You will provide such audits to Us where they are required. We will not advise You whether such audits are required or obtain such audits. If You do not provide Us with such audits We will perform the Services on the assumption that such audits are not required.

#### 5. BUILDING AREAS AND LETTABLE AREAS

- 5.1 Where a survey is provided to Us for consideration, We will assume that information contained in the survey is accurate and has been prepared in accordance with the Property Council of Australia (PCA) Method of Measurement.
- 5.2 If You do not provide Us with a survey, We will estimate building and/or lettable areas based only upon available secondary information (including but not limited to building plans, Deposited Plans, and our own check measurements). Such estimates do not provide the same degree of accuracy or certainty as would be provided by a survey prepared by an appropriate qualified professional in accordance with the Property Council of Australia (PCA) Method of Measurement.
- 5.3 Where such a survey is subsequently produced which differs from the areas estimated then You will refer the valuation or consultancy advice back to Us for comment or, where appropriate, amendment.

#### 6. OTHER ASSUMPTIONS

- 6.1 Unless otherwise notified by You, We will assume:
- (a) there are no easements, mortgages, leases, encumbrances, covenants, caveats, rights of way or encroachments except those shown on the title; and
  - (b) all licences and permits can be renewed and We will not make any enquiries in this report.
- 6.2 Where third party expert or specialist information or reports are provided to Us or obtained by Us in connection with the Services (including but not limited to surveys, quantity surveyors reports, environmental audits, structural/dilapidation reports), We will rely upon the apparent expertise of such experts/specialists. We will not verify the accuracy of such information or reports.

#### 7. VALUATION FOR FIRST MORTGAGE SECURITY

- 7.1 Where the Services are provided for mortgage purposes, You agree that You will not use the valuation or consultancy report where the property:
- (a) is used as security other than by first registered mortgage;
  - (b) is used as part of a group of securities (except where the property forms part of a trust); or
  - (c) is used as security for more than one loan.
- 7.2 We reserve the right, at Our absolute discretion, to determine whether or not to assign Our valuation to any third party. Without limiting the extent of Our discretion, We may decline a request for assignment where:
- (a) the proposed assignee is not a major recognised lending institution (such as a major bank);
  - (b) the assignment is sought in excess of 3 months after the date of valuation;
  - (c) We consider that there has been a change in conditions which may have a material impact on the value of the property;
  - (d) the proposed assignee seeks to use the valuation for an inappropriate purpose (including in a manner inconsistent with Your agreement clause 7.1); or
  - (e) Our Fee has not been paid in full.
- 7.3 Where We decline to provide an assignment on either of the bases at 7.2(b) or (c) We may be prepared to provide an updated valuation on terms to be agreed at that time.
- 7.4 In the event that You request us to assign Our valuation and We agree to do so, You authorise Us to provide to the assignee a copy of these Terms and Conditions, the Quotation and any other document, including instructions provided by You relevant to the scope of Our Services.

## 8. ESTIMATED SELLING PRICE

8.1 Where You instruct Us to provide an Estimated Selling Price, You agree that the Services:

- (a) are limited to the provision of an opinion based upon Our knowledge of the market and informal enquiries;
- (b) We are not required to carry out a full inspection of the property; any inspection of comparable properties; a search on Title(s) or other enquiries as to encumbrances, restrictions or impediments on Title(s); or other investigations which would be required for a formal valuation.
- (c) provide an indicative figure only which is not suitable for use for any purpose other than as general information or guide as to sale expectations. It is not suitable to be relied upon for the purpose of entry into any transaction.

8.2 No responsibility will be accepted either to You or to any third party for loss or damage that may result from the issue of such an Estimated Selling Price.

## 9. CURRENCY OF VALUATION

9.1 Due to possible changes in market forces and circumstances in relation to the subject property the Services can only be regarded as relevant as at the Currency Date.

9.2 Where You rely upon Our valuation or consultancy report after the Currency Date, You accept the risks associated with market movement between the currency Date and the date of such reliance.

9.3 Without limiting the generality of 9.2, You should not rely upon Our valuation or consultancy report:

- (a) after the expiry of 3 months from the Currency Date;
- (b) where circumstances have occurred during that period which may have a material effect on the value of the property or the assumptions or methodology used in the valuation or consultancy report.

## 10. MARKET PROJECTIONS

10.1 Any market projections incorporated within our Services including, but not limited to, income, expenditure, associated growth rates, interest rates, incentives, yields and costs are projections only, and may prove to be inaccurate. Accordingly, such market projections should be interpreted as an indicative assessment of potentialities only, as opposed to certainties.

10.2 Where Our Services include market projections such projections require the dependence upon a host of variables that are highly sensitive to varying conditions. Accordingly, variation in any of these conditions may significantly affect these market projections.

10.3 Where market projections form part of Our Services, We draw your attention to the fact that there will be a number of variables within acceptable market parameters that could be pertinent to Our Services and the projections adopted are representative of only one of these acceptable parameters.

## 11. YOUR OBLIGATIONS

11.1 You warrant that the instructions and subsequent information supplied by You contain a full and frank disclosure of all information that is relevant to Our provision of the Services.

11.2 You warrant that all third party expert or specialist reports provided to Us by You for the purpose of Us providing the Services are provided with the authority of the authors of those reports.

11.3 You authorise and license us to incorporate Your intellectual property with our reports(s).

11.4 You will not release any part of Our valuation or consultancy report or its substance to any third party without Our written consent. Such consent will be provided at Our absolute discretion and on such conditions as We may require including that a copy of these Terms and Conditions is provided to such third party. This clause shall not apply to persons noted as recipients in Your prior instruction to Us or in the Quotation provided that You shall provide any such recipient with a copy of these Terms and Conditions.

11.5 Our trading terms are pre-payment prior to release of the report/s. Reports will only be released, once payment has been confirmed by Egan to our account. If our agreed payment terms are not met and the account is sent to our debt collection agency, you agree to pay our administration fee of \$250 imposed for the recovery of the outstanding invoice amount and any associated legal costs.

11.6 We reserve the right to reconsider or amend the valuation or consultancy advice, or the Fee set out in our Quotation to You if:

- (a) Certificates, surveys, leases, side agreements or related documentation that were not provided to Us prior to the provision of the Services are subsequently provided, and contain matters that may affect the value of the advice; or
- (b) Where subsequent site inspections made in relation to any of the matters raised in clause 3 materially affect or may alter the value of the property the subject of the services.

11.7 If You release any part of the valuation or consultancy advice or its substance with our written consent You agree: a) to inform the other person of the terms of our consent; and b) to compensate Us if You do not do so. We have no responsibility to any other person even if that person suffers damage as a result of any other person receiving this valuation or consultancy advice.

## 12. CONFIDENTIALITY

12.1 You must not disclose or make any of the Confidential information available to another person without Our written consent.

12.2 If consent to disclose the Confidential information is provided by Us, You agree to abide by any additional terms and conditions that We may apply to that disclosure.

## 13. PRIVACY

13.1 We may obtain personal information about You in the course of performing Our Services. We respect Your privacy. The Privacy Amendment (Private Sector) Act, 2001 requires Us to advise You that we will only obtain information that is necessary to assist us in the course of performing Our Services. If it is necessary for Us to engage third parties, we will inform these parties that they are not to disclose any personal information about You to any person or organisation other than Us.

## 14. SUBCONTRACTING

14.1 We may subcontract or otherwise arrange for another person to perform any part of the Services or to discharge any of Our obligations under any part of these Terms and Conditions, with Your consent.

## 15. LIABILITY

15.1 Egan Australasia Pty Ltd has assessed You as a company with a high appetite for risk, with the prospect that Egan Australasia Pty Ltd and its clients could suffer significant losses on investments in property. Egan Australasia Pty Ltd cannot price its services adequately to cover the risk of legal claims against Egan Australasia Pty Ltd by You and/or its clients. As such, any work undertaken by Egan Australasia Pty Ltd for You will only be done on the basis that Egan Australasia Pty Ltd will not be held liable for any and all legal actions or claims, including any and all actions for negligence, breach of the Australian Consumer Law (or any other statute), or breach of the common law, that may arise from services provided by Egan Australasia Pty Ltd to You and/or clients of You.

15.2 You will not pursue any claim against Egan Australasia Pty Ltd, its directors and employees and releases Us from any and all legal actions or claims, arising from work that in any way relates to the Services. This release applies even if You consider that We have performed this work negligently, in breach of the Australian Consumer Law (or any other statute), or in breach of the common law.

15.3 You indemnify Egan Australasia Pty Ltd in relation to any action brought against Us, by any party, that in any way concerns the Services. This indemnity applies even if You consider that Egan Australasia Pty Ltd have performed this work negligently, in breach of the Australian Consumer Law (or any other statute), or in breach of the common law. The scope of this indemnity is to be given the broadest possible application and includes:

- (a) Any loss or damage the parties or anyone else may claim to have suffered by reason of provision of the Services.
- (b) All costs and expenses including legal costs which are incurred by Us associated with any possible claim indicated against Us that in any way relates to the Services.
- (c) All costs and expenses including legal costs, incurred by Us associated with any proceeding Egan Australasia Pty Ltd may be obliged to defend that in any way relates to the Services. Any such costs are to be paid by You, on a monthly basis in arrears.

15.4 If, for any reason, the releases and indemnity outlined above are not effective and a claim is made which in any way relates to the provision of the Services, the liability for that claim, will be limited, in the sole discretion of Egan Australasia Pty Ltd, to either the fee for the Services or the cost of providing the Services again.

15.5 If there is any inconsistency between the instructions given by You, and these terms, these terms will prevail.

15.6 No variation of these terms will be of any effect unless it is in writing and signed by all parties to this agreement.

15.7 The invalidity or unenforceability of any provision of these terms, shall not affect the validity or enforceability of any other provision of the terms, which shall remain in full force and effect.

**16. ENTIRE AGREEMENT**

16.1 No further agreement, amendment or modification of these Terms and Conditions shall be valid or binding unless made in writing and executed on behalf of the Parties by their duly authorised officers.

16.2 If there is an inconsistency between these Terms and Conditions and the Quotation, any letter of instruction from You, or other specific request or information, the other specific request or information shall prevail to the extent of the inconsistency.

egan 

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Computer Folio Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 32/C/5464

SEARCH DATE	TIME	EDITION NO	DATE
9/2/2018	9:51 AM	2	16/3/2017

LAND

LOT 32 OF SECTION C IN DEPOSITED PLAN 5464  
AT WARRIEWOOD  
LOCAL GOVERNMENT AREA NORTHERN BEACHES  
PARISH OF NARRABEEN COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP5464

FIRST SCHEDULE

WOOLWICH PTY LTD

(T AM239496)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 6390813 EASEMENT FOR SEWERAGE PURPOSES AFFECTING THE PART  
SHOWN SO BURDENED AS "PROPOSED EASEMENT FOR SEWER 5  
WIDE" IN DP581495
- 3 AM239497 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: PP DP271139 PP DP1238959.

\*\*\* END OF SEARCH \*\*\*

rpntonyl

PRINTED ON 9/2/2018

Obtained from NSW LRS on 09 February 2018 08:51 AM AEST

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

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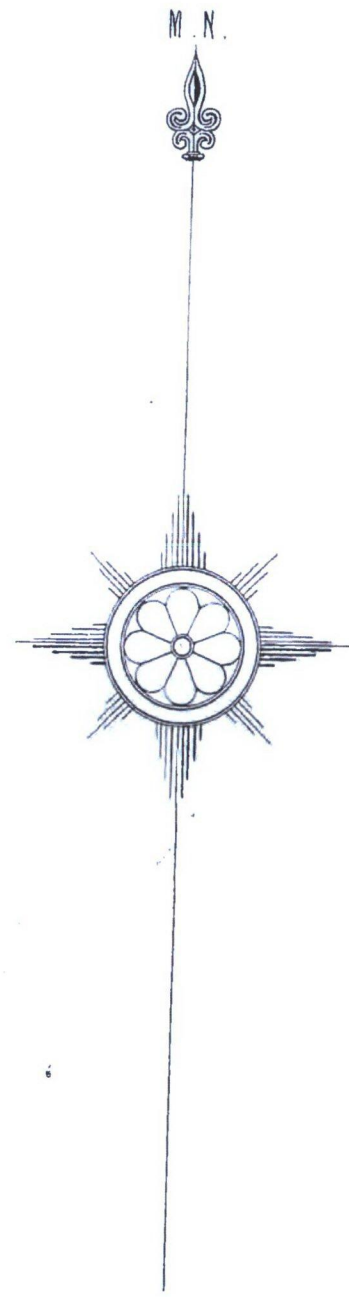
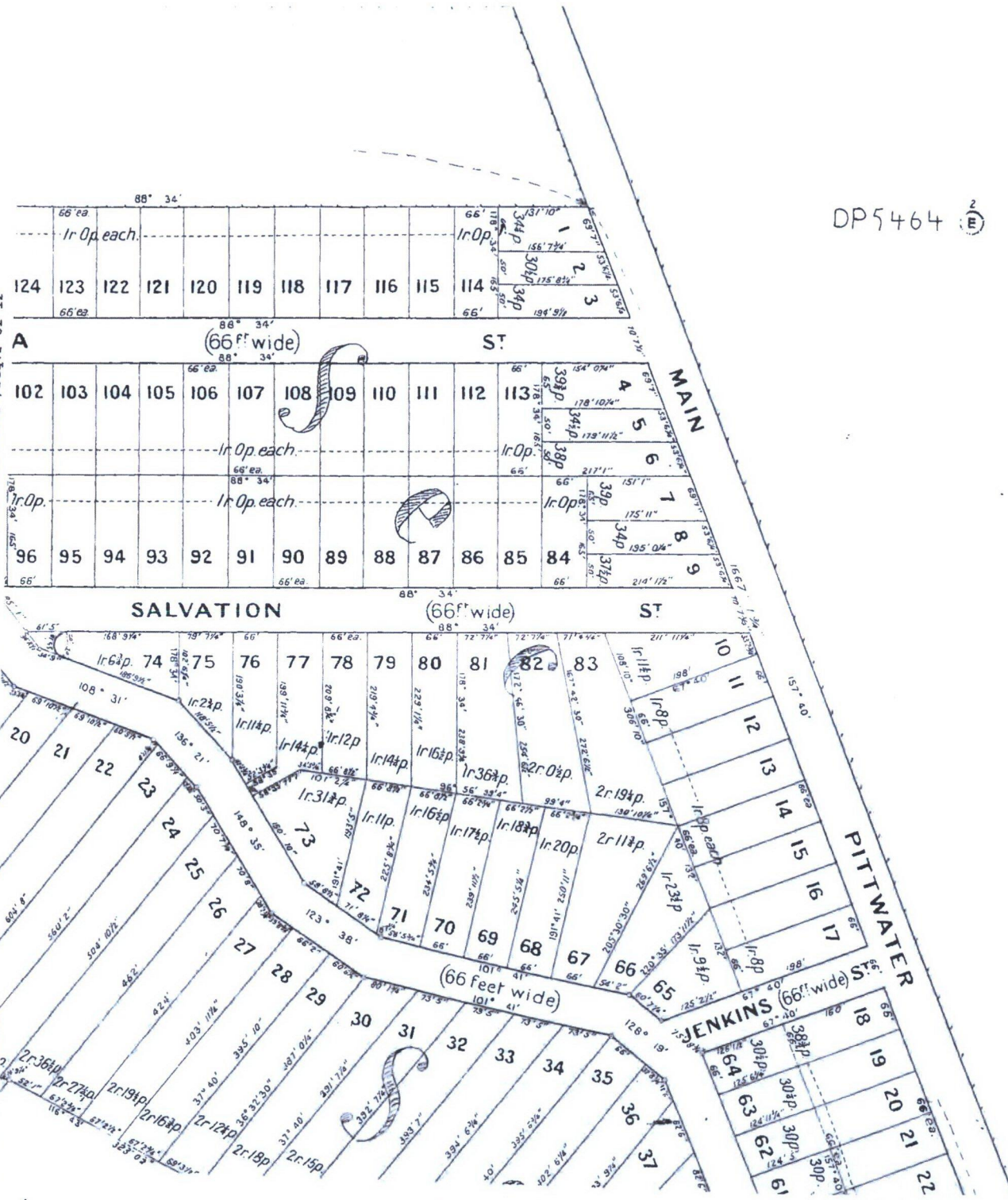


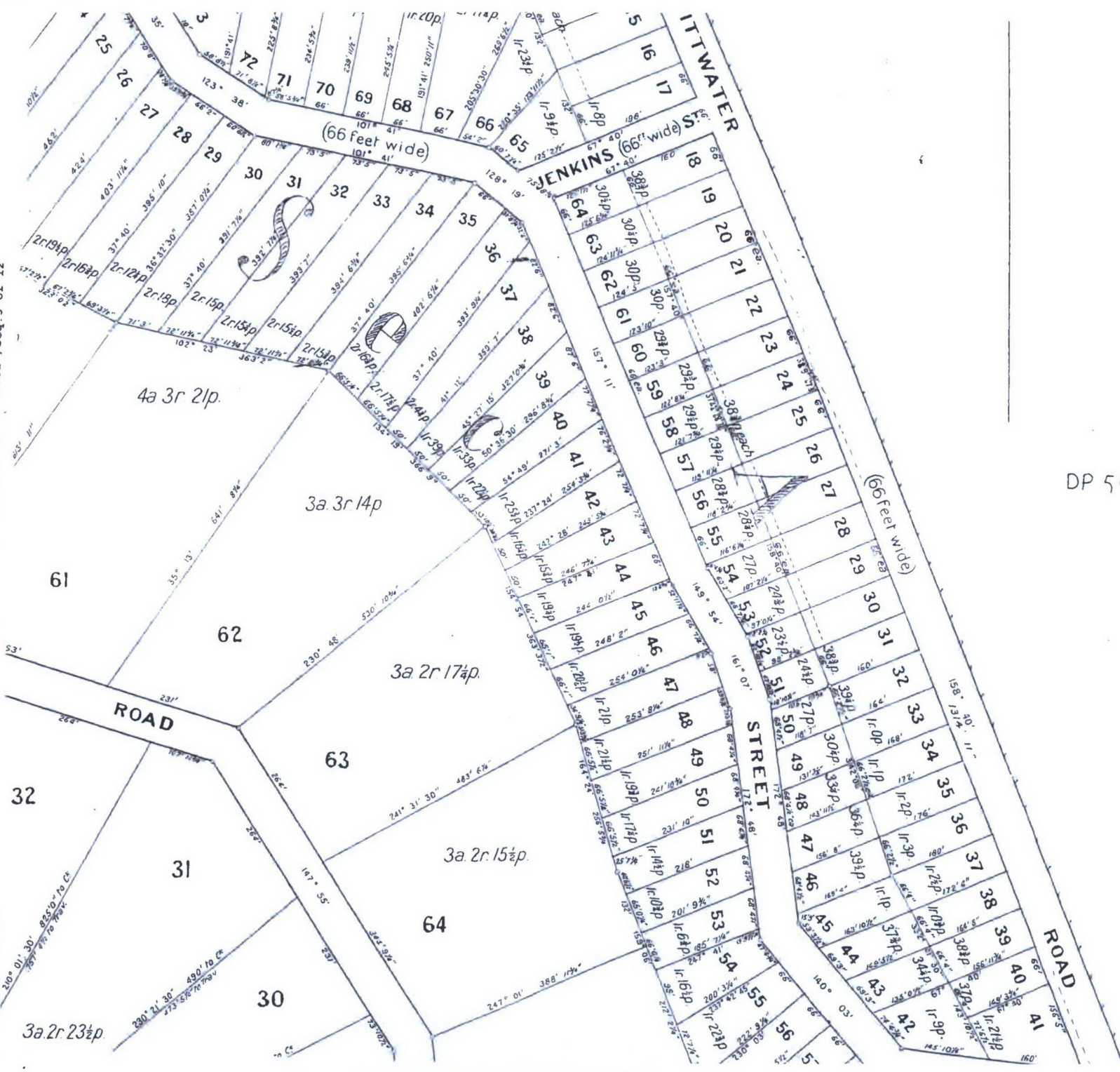
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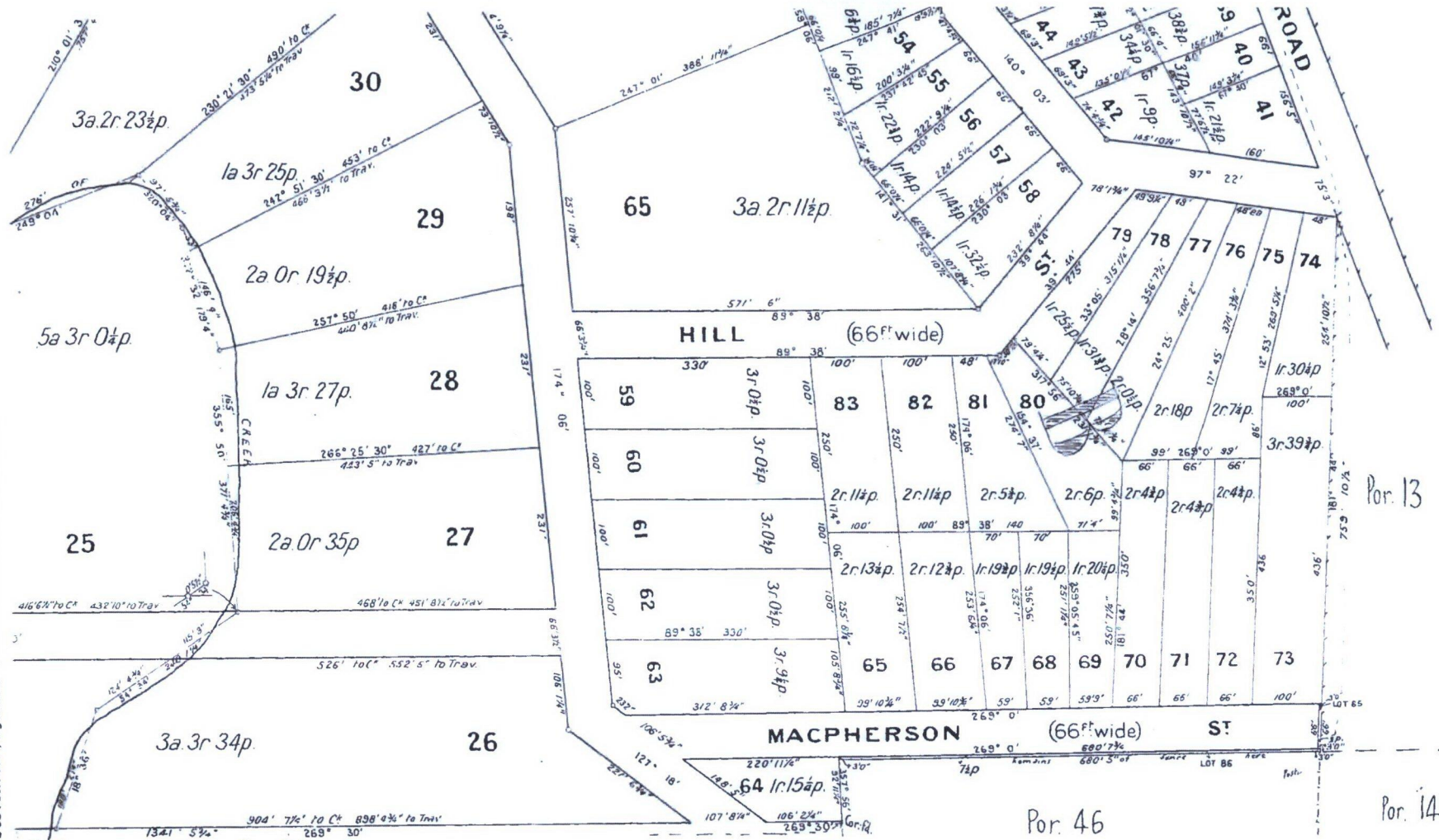


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Ref:rpntony1 /Src:P





DP 5464 (E)



I, Mary H. Halloran of Sydney Licensed Surveyor, specially licensed under the Real Property Act, do hereby solemnly and sincerely  
e boundaries and measurements shown on this Plan are correct for the purposes of the said Act, and that the said Plan and the survey of the land to which the  
ve been prepared and made by me, or under my immediate supervision, and I make this solemn declaration, conscientiously believing the same to be true, and by  
visions of the Oaths Act 1900

declared before me at Sydney  
of December A.D. 1906.  
Wiley J.P.

Mary H. Halloran  
Licensed Surveyor

Date of Survey September 1906.

DP 5464 ④

DP 5464 (F)

S. WARRINGAH

*Handwritten notes:*  
 11. 11. 11.  
 11. 11. 11.  
 11. 11. 11.

# PLAN OF THE WARRIEWOOD ESTATE

— SHIRE OF WARRINGAH —

PARISH OF NARRABEEN . COUNTY OF CUMBERLAND

SUBDIVISION OF PARTS OF PORTIONS 10, 11 AND 12 OF PARISH,

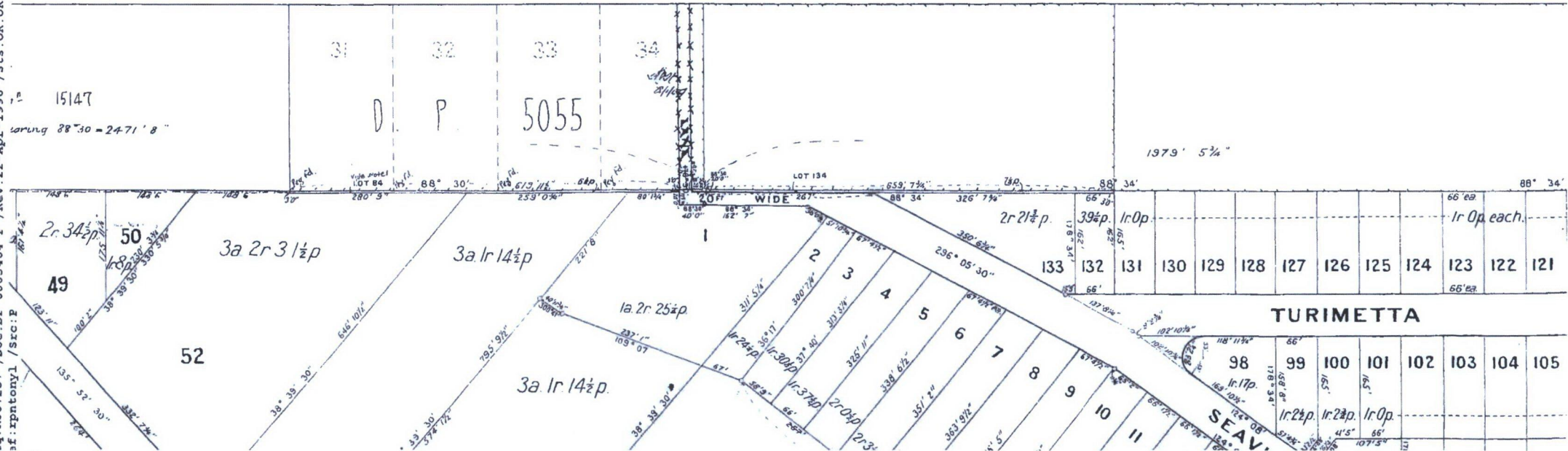
▲ Certificate of Title Vol: 867, Fol: 24.

Scale 150 Feet to an Inch

VINEYARD

(66 feet wide)

STREET



INLET

(66feet wide)

STREET

DP5464 E

D. P. 5055

1979' 5 1/4"

3a. 2r. 3 1/2 p

3a. 1r. 14 1/2 p

1a. 2r. 25 1/2 p

3a. 1r. 14 1/2 p

53

54

55

4a. 0r. 9 p

4a. 2r. 8 1/2 p

4a. 1r. 28 1/2 p

3a. 3r. 29 1/2 p

40

39

38

WARRIEWOOD

56

57

4a. 1r. 9 1/2 p

5a. 3r. 11 1/2 p

2r. 2 1/2 p

39 1/2 p

1r. 0 p

1r. 0 p each

TURIMETTA

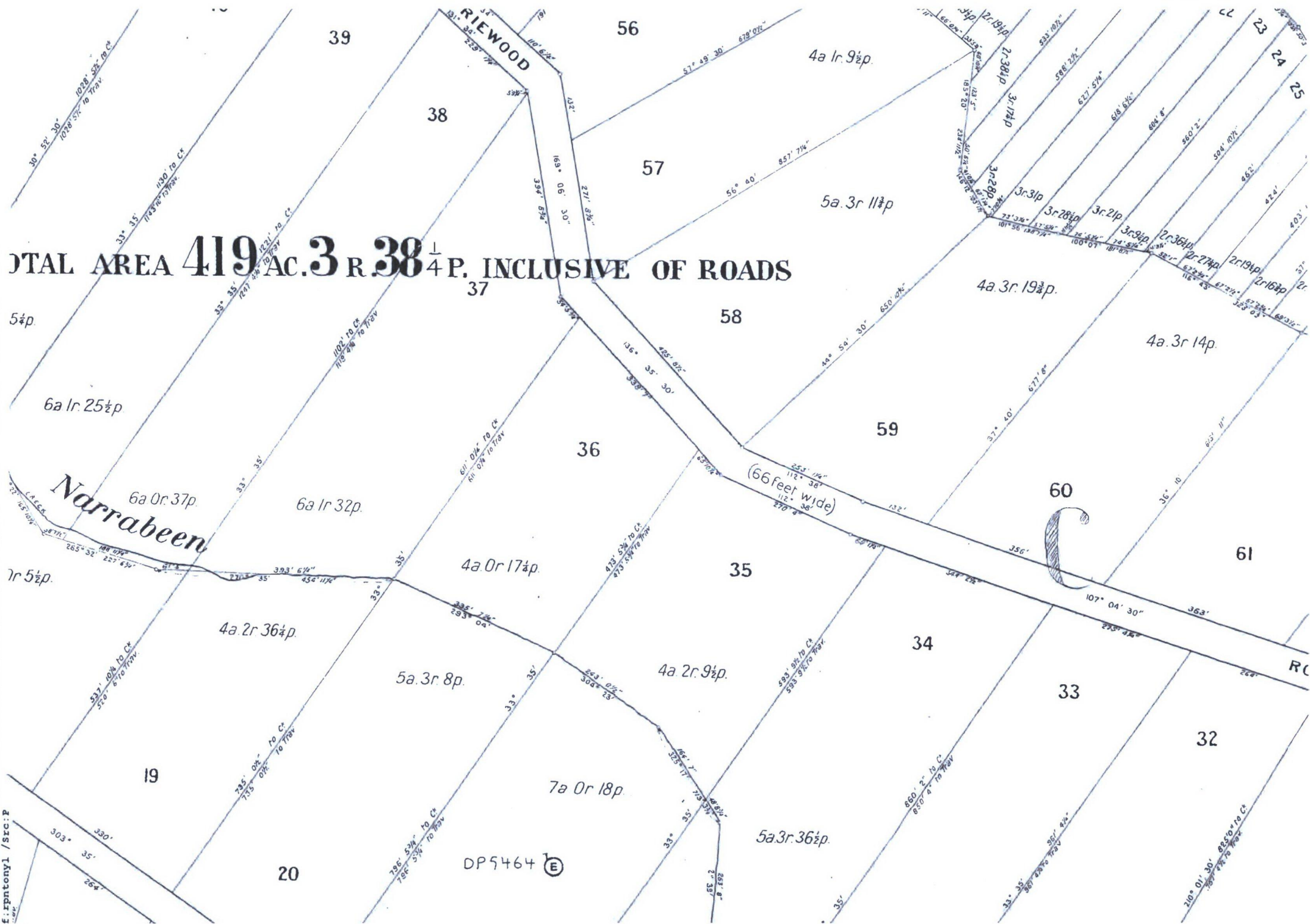
(66' wide)

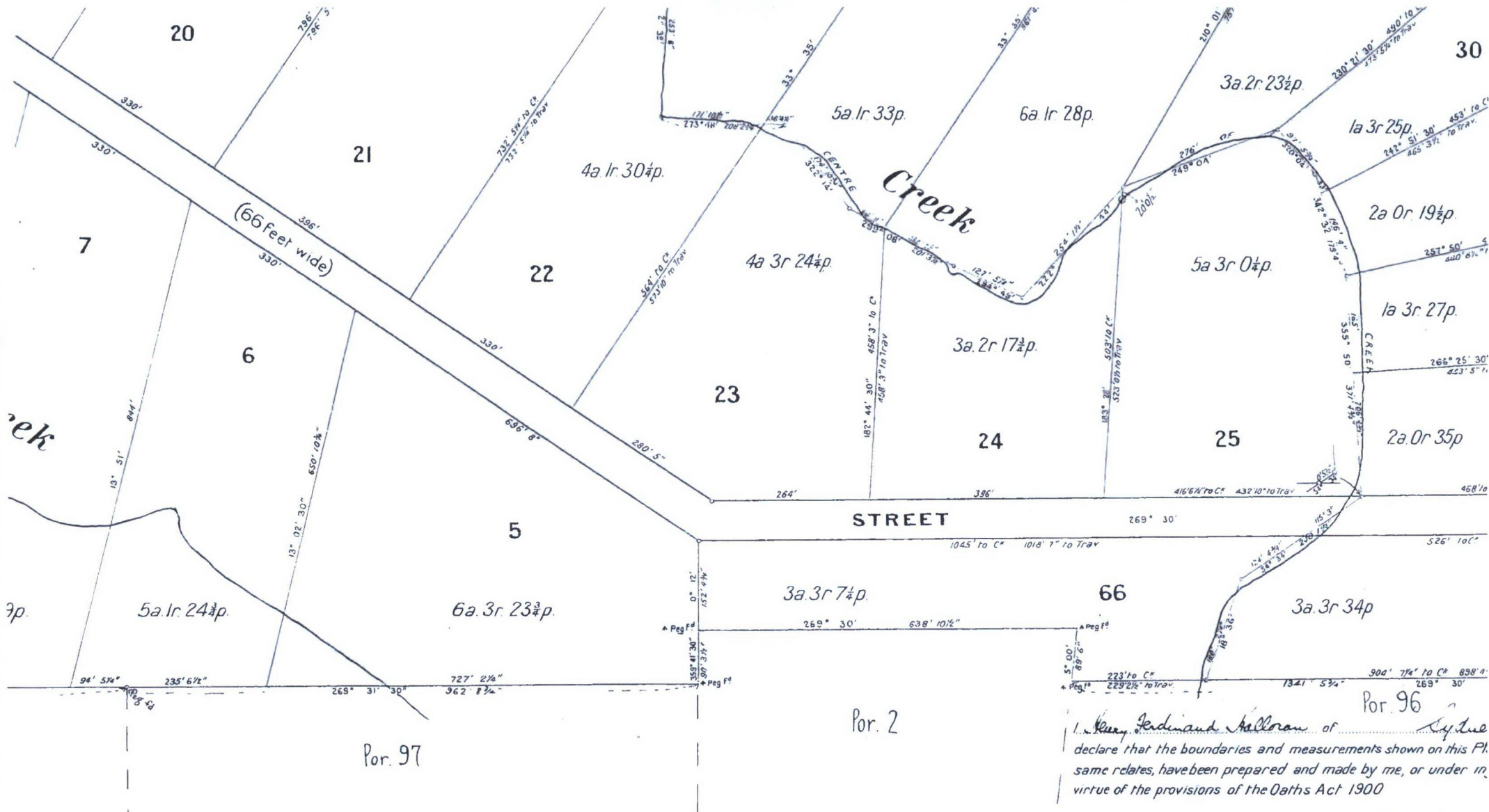
SEAVIEW

SALVATION

419 AC. 3 R. 38 1/4 P. INCLUSIVE OF ROADS

TOTAL AREA 419 AC. 3 R. 38<sup>1</sup>/<sub>4</sub> P. INCLUSIVE OF ROADS





DP 5464



Por. 2

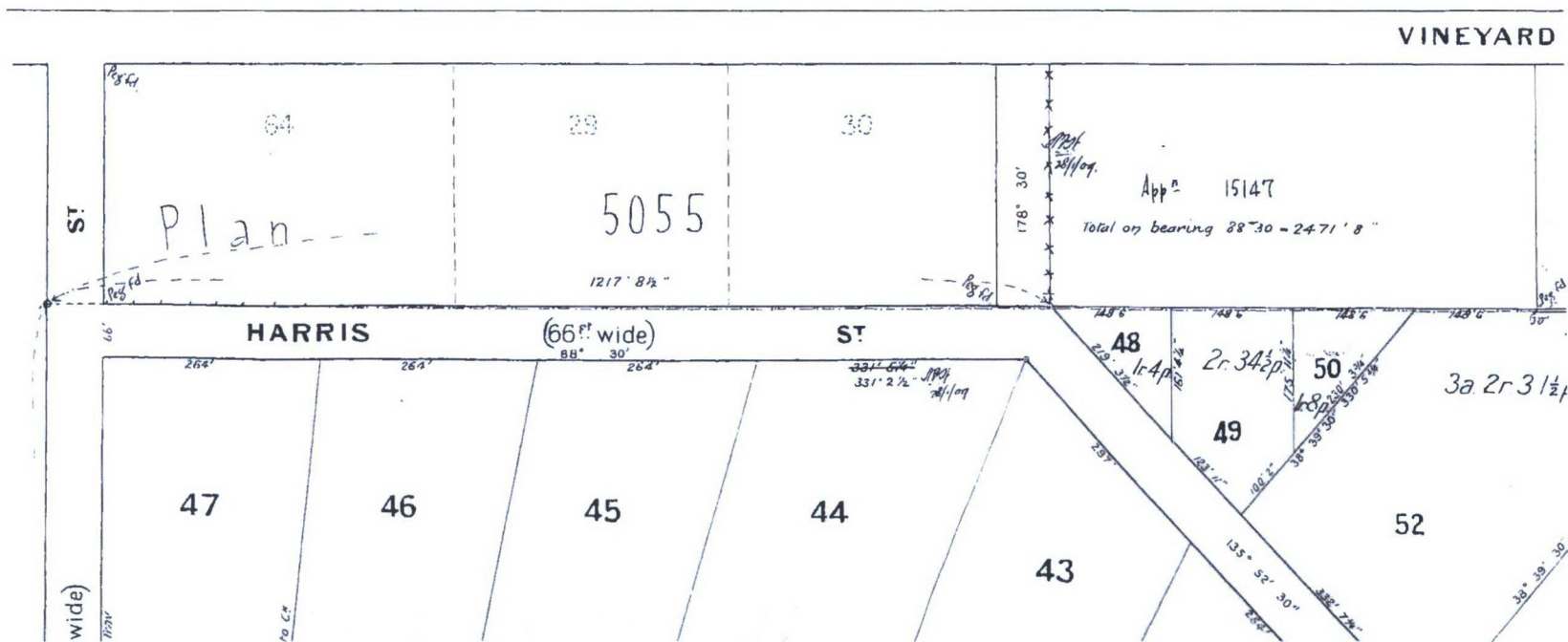
I, Henry Ferdinand Halloran of Sydney  
declare that the boundaries and measurements shown on this P.I.  
same relates, have been prepared and made by me, or under my  
virtue of the provisions of the Oaths Act 1900

Subscribed and declared before me at Sydney  
this 12 day of December A.D. 1906

J. Wiley J.P.

DP 5464 (E)

Dep. 4



DP5464 (E)

## VINEYARD

Dep

**MACPHERSON**

(66" wide)

S

Plan - - -

5055

HARRIS

(66 ft wide)

ST

App<sup>n</sup> 15147

Total on bearing  $88^{\circ}30' = 2471' 8''$

48

49

—

 $3a. 2r 3 \frac{1}{2} p$ 

47

46

45

44

43

52

53

42

41

40

14

3a. 3r. 17½p.

5a. 2r. 31p

5a. 2r. 25 p.

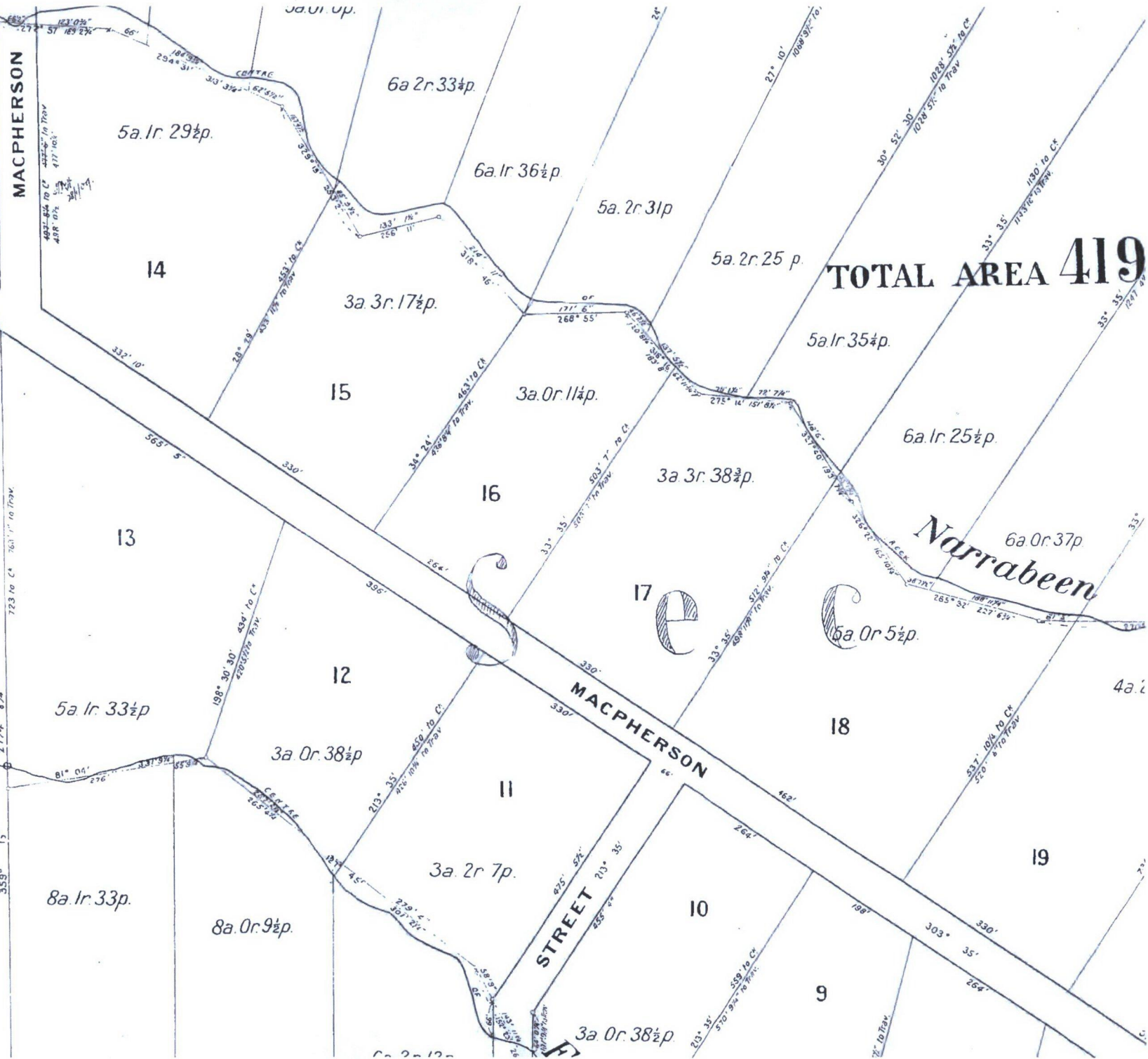
**TOTAL AREA 419**

GOVT RD

DP 5464 (E)

GOVT RD

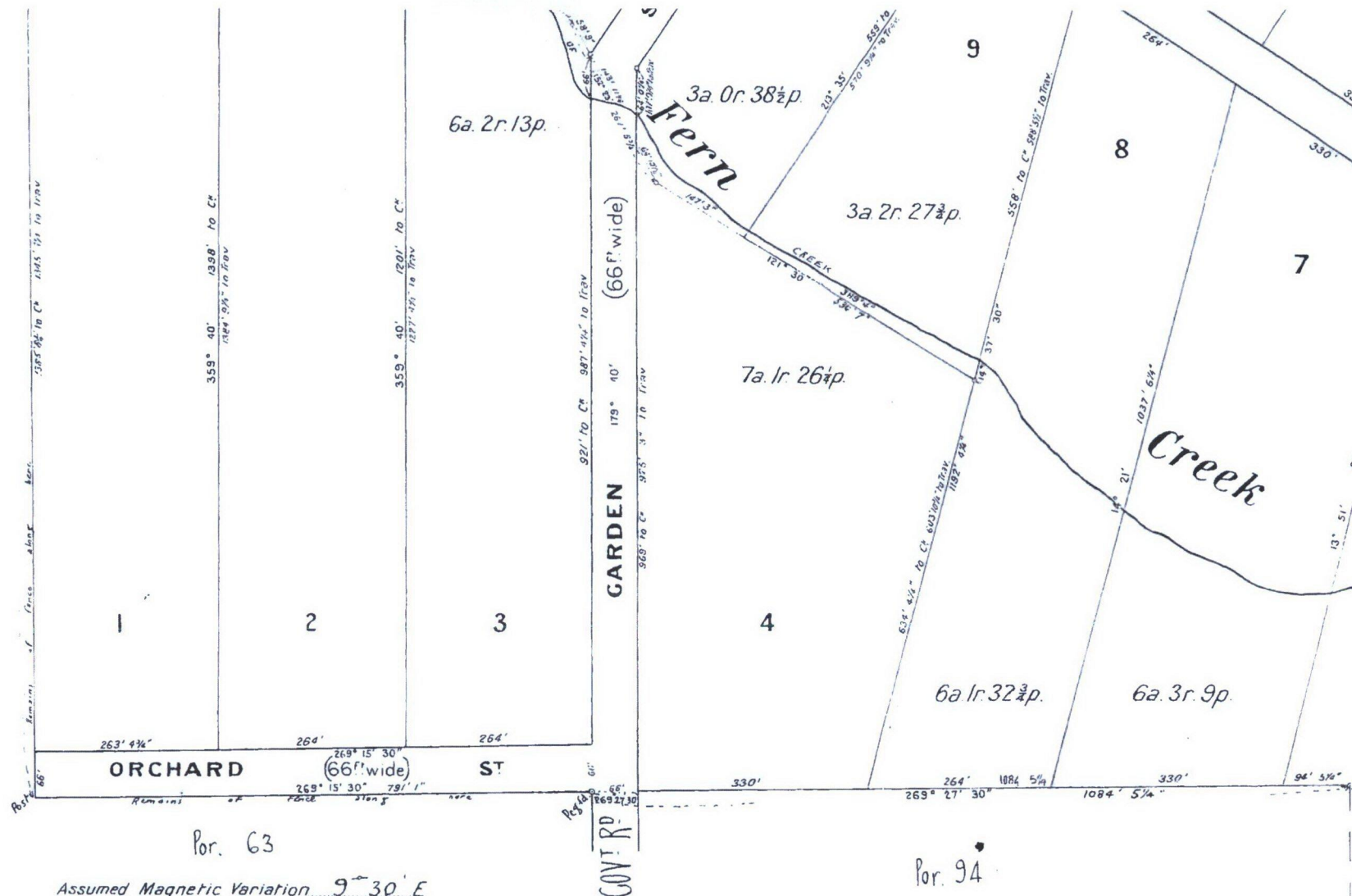
MACPHERSON



TOTAL AREA 419

Narrabeen

MACPHERSON STREET



Por. 63

Assumed Magnetic Variation  $9^{\circ} 30' E$   
Azimuth taken from D.P. 5055

Por. 94

DP 5464 (E)<sup>12</sup>



