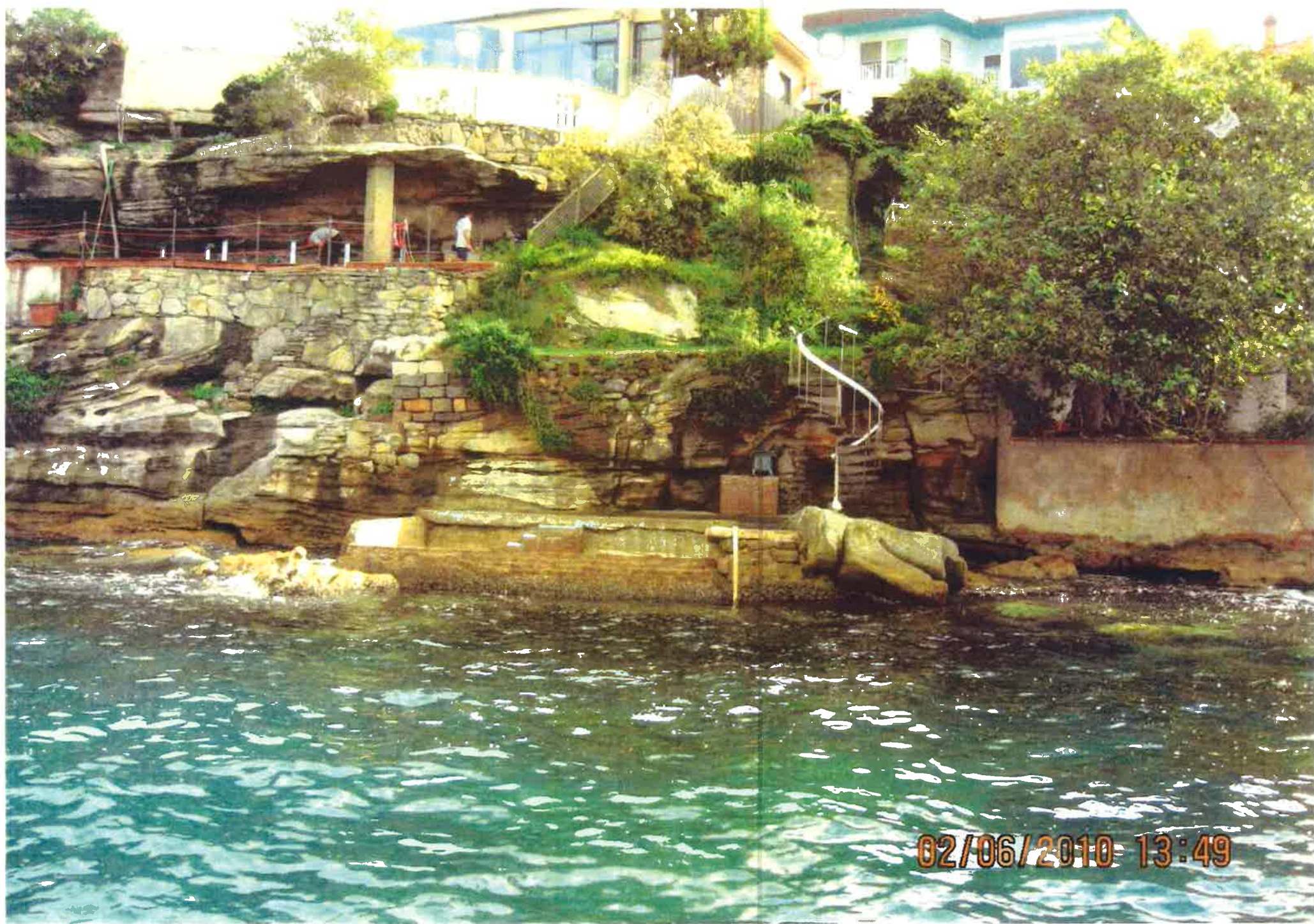


ATTACHMENT D

EVIDENCE OF EXISTING USE



02/06/2010 13:49

MS

23/11/60

'60/2001

Johnson 303

Dear Sir,

Proposed site at Little Manly Cove.

I refer to your letter of 15th September, 1960 and have to advise that the Board approves of the proposed construction of a swimming pool as outlined in the plan accompanying your letter, subject to :-

- (a) Thickness of base of wall being not less than $\frac{1}{4}$ of the height,
- (b) top of wall being not less than 6" thickness,
- (c) walls at corners of bath being amply reinforced with steel rods bent around the corner and carried well into the side walls,
- (d) height of top of wall being not less than 7' 6" above Indian Springs Low Water,
- (e) all work being carried out to the Board's satisfaction,
- (f) payment of £1.0.0 plan inspection fee.

Particulars of a lease from the Board to you to cover the area to be occupied, shown approximately by pink tint on the attached plan will be forwarded at a later date.

Yours faithfully,



D. A. McDOWELL,
Solicitor for the Board.

Mr. [redacted]
16 Addison Road,
MANLY.

9877



J.W. BRAY
16 Addison Rd.
Manly. 11-7-61

The Maritime Services Board of NSW.

Dear Sirs,

I would like to advise that of a swimming bath at my premises 16 Addison Rd Manly is now completed & I invite your inspection. The bath that I have had constructed is smaller than I originally applied to build however it conforms with the specifications supplied to me by the Board.

I would now like to make application to construct a small boat landing on to the concrete walk directly adjacent to the Bath, the construction of this will be within the boundaries of the lease that has now been approved by the Board, also it will be inside land points on either side & will not be a navigational hazard. (Sketch attached)

13/7
J.W.B

Yours faithfully,
J.W. Bray

CS 6/7
M.S. 7/7
E GB/B

1. The lease documents herein have been returned duly executed by the Lessee and the costs and stamp duty have been paid.
2. Papers might be referred to the Chief Surveyor regarding the above letter and the construction of the proposed boat landing prior to the execution of the lease by the Board.

Secretary.

Chief Surveyor
Land Valuer
24 1951

Dames &
Solicitor.
21/7/61

B 98 271

25 JUL 1961

69/2001

Bay 2^{3/4} Poucha - Little Sandy Cove.

Mr. Fox
24 AUG 1961

The concrete platform behind and on the northern side of the bath is a 6" thick concrete platform suspended between the rock and the concrete bath walls and appears to have been satisfactorily constructed.

The wooden ladder or steps have been satisfactorily constructed

Papers might be referred to the Senior Designing Engineer.

et. V. J.
Wharf Inspector *afg* 31 AUG 1961

Senior Construction Engineer *fb*
31 AUG 1961

Senior Designing Engineer

- 1 SEP 1961

As per
de Salazar
-3 JUL 1951

MS

22293

N.S.W. STAMP DUTY 3/6

60/2001

This document not to be removed from this file

This Deed

made the 24th of May One thousand nine hundred and ~~sixty-one~~ **two**

Between THE MARITIME SERVICES BOARD OF NEW SOUTH WALES a body corporate constituted under the Maritime Services Act, 1935-1953 (hereinafter referred to as the Board which expression shall include the successors and assigns of the Board) of the one part and [redacted] of 16 Addison Road, Manly near Sydney in the State of New South Wales

(hereinafter referred to as the Lessee which expression shall as the case may require include the executors administrators successors and assigns of the Lessee) of the other part **Witnesseth** that in consideration of the rent and covenants hereinafter reserved and contained and on the part of the Lessee to be paid observed and performed the Board **Doth hereby Demise** unto the Lessee **ALL THAT** area of **two and three tenths perches at Little Manly Cove near Addison Road Manly aforesaid**

Premises.

Term.

Rent.

Covenants by Lessee:
To Pay Rent,
To pay Rates and Taxes.

User.

To repair, paint, etc.

Board may enter and view.

Lessee to repair, etc., according to notice.

Board's powers on default.

as shown on the plan annexed hereto and marked with the letter "A" and thereon tinted pink TO HOLD the same unto the Lessee from the first day of January one thousand nine hundred and sixty one for the term of three years thence next ensuing YIELDING AND PAYING therefor unto the Board the yearly rent of three pounds (£ 3.0.0) (and so in proportion for any less period than a year)

such rent to be paid in advance to the Board at its head office for the time being in Sydney aforesaid on or before the first day of January in each and every year during the said term subject to the following terms conditions covenants and agreements:—

1. That the Lessee shall and will during the said term pay the rent hereby reserved at the times and in the manner hereinbefore mentioned.

2. That the Lessee shall and will pay all rates taxes duties assessments and outgoings whatsoever whether Municipal Local Government Parliamentary or otherwise which now are or at any time during the said term and any ensuing tenancy shall be assessed imposed or charged upon or in respect of the said demised premises or upon the Board or the Lessee in respect thereof as and when the same shall respectively become due AND in case the said rates taxes duties assessments and outgoings so covenanted to be paid as aforesaid or any of them or any part thereof respectively shall not be paid by the Lessee when the same shall from time to time respectively become due the Board may if it thinks fit pay the sum or sums due but not paid as aforesaid and such sum or sums so paid as last aforesaid may be sued for and recovered by the Board as a debt in any court of competent jurisdiction.

3. That the said demised premises shall not be used otherwise than **for private purposes.**

4. That the Lessee shall to the satisfaction of the Board place and at all times during the said term and any ensuing tenancy keep all structures including without affecting the generality hereof every seawall and/or reclamation (if any) now erected or hereafter to be erected on the said demised premises in good and efficient condition and in a thorough state of repair (repair to include such painting and limewashing as may be deemed necessary by the Board) and properly maintained and cleansed in all respects in accordance with the requirements of the Board of Health and all other legally constituted Authorities having jurisdiction in respect of the said demised premises and of the Board and the said demised premises (save as hereinafter mentioned) in such condition and state of repair deliver up to the Board at the expiration or sooner determination of the said term or tenancy And the Lessee shall at all times during the said term and tenancy comply with the requirements of all Statutes (and all regulations and by-laws made thereunder) in any way applicable to the said demised premises.

5. That it shall be lawful for the Board or any person or persons duly authorised on its behalf at all reasonable times during the said term and any ensuing tenancy without giving to the Lessee any previous notice to enter the said demised premises and to examine the state and condition thereof and to ascertain whether the covenants and conditions herein contained have been duly performed and observed and all wants of repair and/or cleansings and/or any breach or breaches of such covenants and conditions which upon such view shall be found and of which notice in writing shall have been given to the Lessee by the Board or any such person or persons as aforesaid shall forthwith be carried out and rectified according to such notice by and at the expense of the Lessee and if such repairs and/or cleansings shall not be carried out and/or such breach or breaches rectified within such time as the Board may deem reasonable the same may be effected and/or rectified as the case may be by the Board at the expense and cost of the Lessee and such expense and cost (of which the certificate of the Board's Engineer-in-Chief shall be conclusive evidence) shall be repaid by the Lessee to the Board on demand and if not paid for a period of seven days after such demand the same may be sued for and recovered as and for liquidated damages in any Court of competent jurisdiction but without prejudice to the right of the Board to determine the said term or tenancy for breach of covenant and any such determination shall be without prejudice to any right of action or suit which may have accrued to the Board prior thereto.

KB

16 Addison Road,
MANLY. N.S.W. 2095.

83/554.PD.

For oral enquiries ask for
Mr. Dobrich. Tel. 240 2293

13 DEC 1983

Dear Sir,

Re: - Lease at Little Manly Cove -
Proposed Assignment to

I refer to your letter of 19th September, 1983 and am instructed to advise that the Board would be prepared to consent to an assignment of the current lease to Mrs. Eileen Florence May Morton subject to :-

- (i) the covenants and conditions of the lease being found to be in compliance as at the date of assignment;
- (ii) a draft of the proposed Assignment being submitted to me for approval on behalf of the Board;
- (iii) the engrossed Assignment after execution and stamping being submitted for endorsement of the Board's formal consent;
- (iv) payment of the sum of \$35.00 being my costs re consent; and
- (v) Mrs. Morton's agreement that rental to be increased to \$40.00 per annum, plus rates from the date of Assignment, (this being the Board's current minimum charge).

The Board is currently reviewing its leasing and rental policies which will result in significant rental increases in certain instances. In this regard, advice will be forwarded as soon as possible should any variation in leasing arrangements be necessary.

The Board also approves the proposed levelling and cement rendering of the bath base, subject to :-

- (a) excavation of rock inside the bath to be limited to 0.3 metres;
- (b) the existing rock being thoroughly cleaned before the placing of concrete;
- (c) the concrete being placed in such a manner as to ensure that it bonds to the rock base;

.../2

(d) all work being carried out without cost to the Board and to its satisfaction.

An inspection fee of \$20.00 is payable.

Yours faithfully,

GJB

G.J. BLAIR, *M1*
Acting Solicitor for the Board.

Mr.
16 Addison Road,
MANLY. N.S.W. 2095.

JH

83/554

For oral enquiries ask for
Mr. Dobrich, Ext. 2293.

17 FEB 1986

Dear Sir,

Re: I - Lease at Little Manly Cove.

I am instructed to advise you that the Board is prepared to approve the proposed replacement stairway as detailed by drawings received on the 15th January, 1986 subject to :-

- (i) all work being carried out without cost to the Board and to its satisfaction; and
- (ii) payment of an inspection fee of \$25.00.

Yours faithfully,



P. DOBRICH,
for M. STANDISH, (Miss)
Solicitor for the Board.

83/554

LEASE GRANTED TO _____
AREA 2 3/10 Perches LOCALITY LITTLE MANLY COVE

The term of this lease will expire on 28 FEB 1988
but the lease contains a 'hold over' clause

The previous papers are submitted herewith for
consideration of the question of continuing the lease.

2/7
for Supervisor,
Records Section.

Secretary

87

called
DEC 1987

R. Lawler

The proposed spiral stairway has
been installed.



R. Lawler
Senior Inspector
08 DEC 1987

(618)
Senior Surveyor
Photo

photo taken
5.1.88
J. Aweeney 11.1.88
Trainee Survey Technician

83/00554

PREMISES LEASES LITTLE MANLY COVE



Mar. '90



Mar. 1990

83/00554

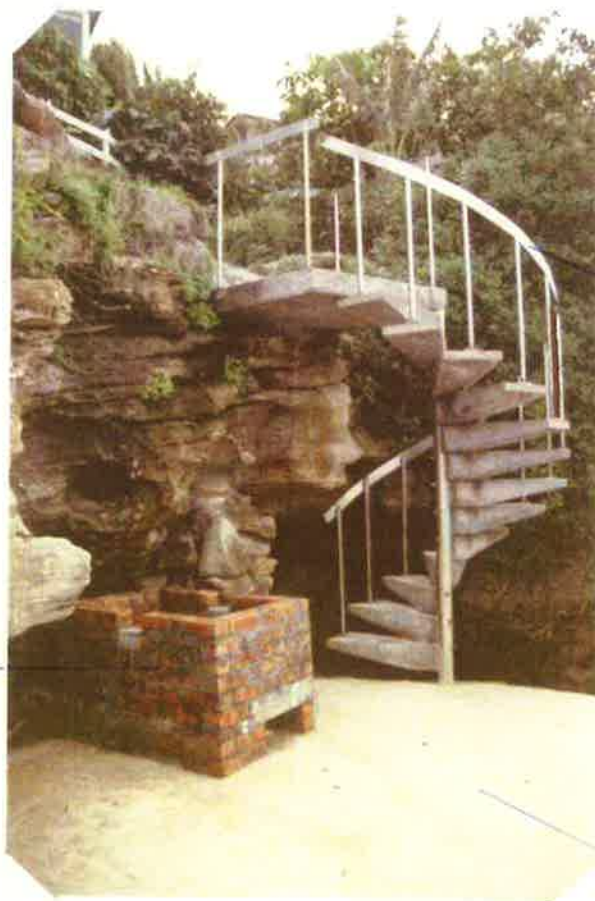
PREMISES LEASES LITTLE MANLY COVE

72



Mar. '90

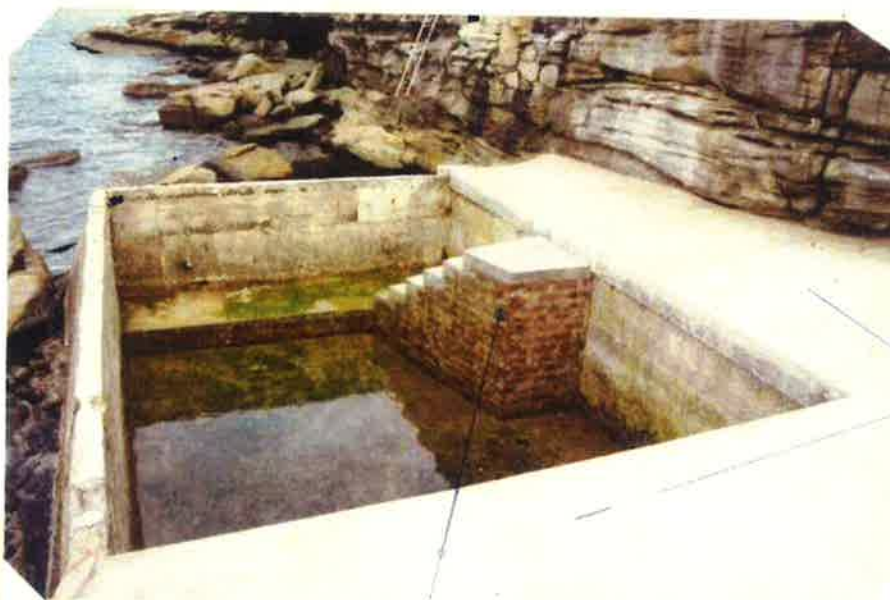
PROMISES LEASES - LITTLE MANLY COVE -



Brick Area SAND

METAL HANDRAIL

New Concrete Decking



New Steps

New Concrete decking

Photo's Taken 6.6.90