



## **CONSENT UNDER SECTION 139 OF THE ROADS ACT 1993**

### **A. NOTATIONS**

- A1. This Consent is granted pursuant to Part 9 Division 3 of the Roads Act 1993.
- A2. The Council consents to the Applicants Mr & Mrs S MacAlpine of 51 Alleyne Avenue North Narrabeen 2101 using the land, as marked on the attached survey prepared by Mr Steve Davey being Council owned road reserve, for a Carport.
- A3. In accordance with section 140 of the Roads Act 1993, the Council can revoke this Consent at any time for any reason by serving a written notice on the Applicants. If the Council revokes this consent the Applicants will remove, at the Applicant's own expense any building, structures, fences or improvement revokes this consent the Applicants will remove, at the Applicant's own expense any building, structures, fences or improvement erected on the land and make good all damage done to the land and/or the public road and if the Applicants fails to do so then the Council may do such work as it deems necessary and the cost incurred in so doing shall be paid by the Applicants to the Council and all materials removed from the land will be the property of the Applicants.

### **B MATTERS TO BE SATISFIED PRIOR TO THE RELEASE OF THE CONSENT**

#### **C PRESCRIBED CONDITIONS**

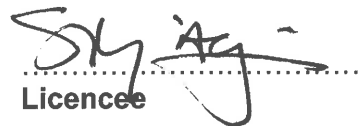
- C1 The applicant is to pay to the Council the annual fee of (\$1,262.10). The first annual fee is to be paid within 28 days of the endorsement date of this consent. The amount is to be adjusted annually in accordance with councils policy on the Private Use of Road Reserves on written notice."
- C2 The Applicants will pay the proper authorities all water rates, excess water, meter rents, Council rates and land tax should the land the subject of this consent be or become rateable or taxable. If the Applicants fail to make these payments the Council may make the payments and recover the sum paid from the Applicants after written notice.
- C3 The Applicants will not do or allow to be done any of the following:
- ✕ (a) use the land other than for car parking

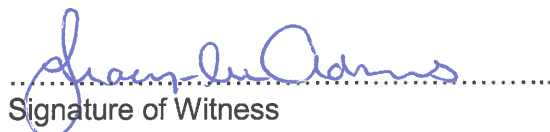
- (b) use the land or any part thereof for any noxious, immoral, offensive or unlawful purposes
  - (c) Bring to do or keep anything on the land, which may conflict with the laws or regulations relating to fires or any insurance policy upon the land or regulations or ordinances of any public authority for the time being in force or use chemicals, burning fluids, acetylene gas or alcohol in lighting of the land: and
  - (d) paint, affix or erect on any part of the land any signs or advertisements without the Council's prior written consent.
- C4 The Applicants shall at all times keep the land and all improvements, fixtures and fittings on it clean and in good repair.
- C5 The Applicants shall duly comply with and observe all notices received from any statutory or public authority relating to the land or the nature or use carried out on it and will comply with the requirements of such notices at its own expense.
- C6 The Applicants is liable for and indemnifies the Council against all losses, damages, costs, expenses and other liabilities arising from or incurred in connection with:
  - a. damage, loss, injury or death caused or contributes to be the act, negligence or default of the Applicant/s or of the Applicant's employees and agents or by faulty fittings or fixtures brought upon or affixed to the land by the Applicants: and
  - b. the Council doing anything which the Applicants must do under this consent but has not done or has not done properly.
- C7 for The Applicants releases the Council from, and agrees that the Council is not liable for any losses, damages, costs, expenses or other liabilities arising from or incurred in connection with:
  - a. damage, loss, injury or death unless it is caused by the Council's act, negligence or default; and
  - b. anything the Council is permitted or required to do under this consent.
- C8 Each indemnity is independent from the Applicants other obligations and continues during the consent and after it is revoked. The Council may enforce an Indemnity before incurring expense after written notice.
- C9 No act, matter or thing whatsoever shall at any time be done in or upon the land which shall or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of the occupiers or owners of the properties adjoining the land.
- C10 Any damage caused to:
  - (a) any property or person; or
  - (b) any part of the road or public places including the road surfaces, footpaths, kerbing, guttering, drains, gullies or other constructions vested in or under the control of the Council,

by reason of any work done by the Applicants shall be made good by the Applicants to the satisfaction of the Council after written notice and if the Applicants fails to do so then the Council may make good such damage the cost incurred in so doing shall be paid by the Applicants to the Council.

- C11 If the Council does any work under this consent and the costs of that work are payable by the Applicants, a certificate from an engineer for the Council duly served shall be final and conclusive as to the cost of the work.
- C12 The Applicants shall not knowingly permit the sale of any intoxicating liquor on the land, nor permit any person to take onto the land or consume thereon any intoxicating liquor without the consent of the Council.
- C13 The Applicants must maintain public liability insurance coverage to protect the Council against any claim arising for damages throughout the term of the consent. A copy of the relevant documentation must be provided to Council.
- C14 The Council may enter and inspect the land when and so often as the Council may require and without previous notice but thereafter advise the Applicants.
- C15 The Council's right to enter and repair after written notice shall extend to effecting all repairs, painting, cleaning or other work of whatsoever kind which it shall deem expedient.
- C16 Notwithstanding any implication or rule of law to the contrary the Council shall not be liable for any damage or loss the Applicants may suffer by the act, default or neglect of any other person or by reason of the Council neglecting to do something to the land which as between the Council and Applicants it might be legally liable to do.

SIGNED, SEALED AND DELIVERED  
By Stephen MacAlpine in the presence of

  
Licencee


  
Signature of Witness

16/110 LAWRENCE ST. HARBORO  
Name

TRACY ADAMS  
Address

SIGNED, SEALED AND DELIVERED  
By Wendy Lee MacAlpine in the presence of

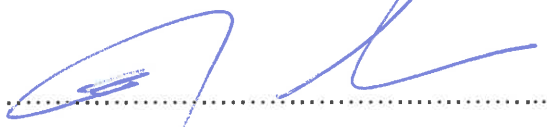
  
Licencee

  
Signature of Witness

TRACY ADAMS  
Name


16/110 LAWRENCE ST. HARBORO  
Address

SIGNED on behalf of PITTWATER COUNCIL



D J Baker  
**DIRECTOR CORPORATE SERVICES**

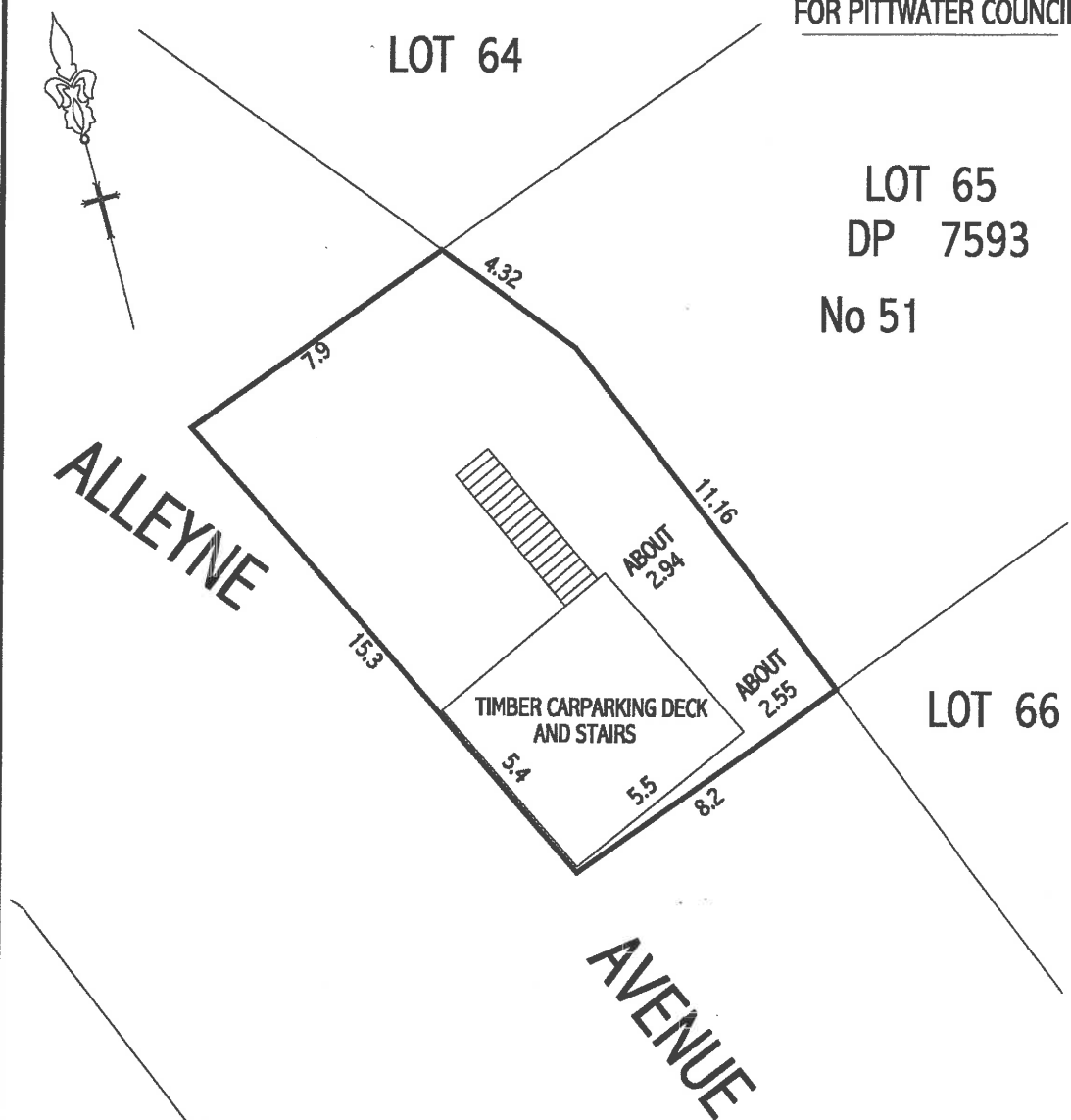
Date: 3 - 3 - 2005

  
Witness S. Rowe  
Public Officer

**SURVEY SKETCH**

**SHOWING THE RELATIONSHIP OF THE LOCATION OF A TIMBER CAR PARKING DECK AND STAIRS  
TO THE BOUNDARIES OF LOT 65 IN DP7593 , KNOWN AS 51 ALLEYNE AVENUE, ELANORA HEIGHTS**

**FOR PITTWATER COUNCIL**



AREA OF LOT SHOWN ENCLOSING ENCROACHMENT 129.5m sq  
DIMENSIONS ARE APPROXIMATE  
SCALE APPROX 1:150  
THIS SKETCH IS INTENDED FOR INVESTIGATION OF ROAD ENCROACHMENTS PURPOSES ONLY

**STEVE DAVEY**  
REGISTERED SURVEYOR  
29th April 2004